



**BOARD OF TRUSTEES
REGULAR BOARD MEETING**

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

Superintendent
Rick Schmitt

Union High School District

**THURSDAY, APRIL 3, 2014
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 / ELECTRONIC DEVICES

As a courtesy to all meeting attendees, please set cellular phones and electronic devices 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, APRIL 3, 2014
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. Consideration and/or deliberation of student discipline (3 cases)
 - B. 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. (1 Issue)

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 / REGULAR BOARD MEETING MARCH 20, 2014
Motion by _____, second by _____, to approve Minutes of the March 20, 2014 Regular Board Meeting, as shown in the attached supplement.

NON-ACTION ITEMS (ITEMS 7 - 10)

- 7. STUDENT UPDATES.....STUDENT BOARD REPRESENTATIVES
- 8. BOARD REPORTS AND UPDATES BOARD OF TRUSTEES
- 9. SUPERINTENDENT’S REPORTS, BRIEFINGS, & LEGISLATIVE UPDATES ... RICK SCHMITT, SUPERINTENDENT
- 10. “LIVE WELL SAN DIEGO!” PROCLAMATION PRESENTATION..... COUNTY BOARD OF SUPERVISORS

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
Acceptance of Gifts and Donations, as shown in the attached supplements.
- B. FIELD TRIP REQUESTS
Approval of Field Trip Requests, as shown in the attached supplements.

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. Blackboard, Inc., to provide Blackboard Learn Content Management GUI Administration Certification online training and Blackboard Learn Community Engagement GUI Administration Certification online training, during the period April 2, 2014 and ending no later than March 17, 2015, for an amount not to exceed \$2,200.00, to be expended from the General Fund 03-00.
2. Rosetta Stone, Ltd., to provide 40 licenses to use Rosetta Stone Classroom Version 3 online fixed term licenses for all commercially available languages and levels for use on Windows and Mac computers and access to all product specific mobile applications for iOS or select Android devices, during the period April 1, 2014 through June 30, 2015 and then continuing with annual renewals corresponding to our fiscal year unless terminated with 30 day advance written notice, in the amount of \$1,490.00 for the remainder of the 2013-14 fiscal year and \$5,960.00 for 2014-15 fiscal year, to be expended from Title 1 General Fund/Restricted 06-00.

B. APPROVAL/RATIFICATION OF AMENDMENT TO AGREEMENTS

(None Submitted)

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 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. Heritage Schools, Inc. (NPS/NPA), to provide therapeutic programs for troubled youth, during the period July 1, 2013 through June 30, 2014, at the rates of \$105.00 per diem for basic education, \$70.00 per hour for speech therapy, \$75.00 per hour for occupational therapy, \$400.00 per educational assessment, \$75.00 per diem for education related mental health services (ERMHS), and \$228.00 per diem for room and board, 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. New Alternatives, Inc. (NPA), amending the agreement to include the services and prices shown on the attachment, during the period July 1, 2013 through June 30, 2014, 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 #8036418058, for reimbursement for Parentally Placed Public School Student (PPSS) to High Bluff Academy and related educational expenses, during period March 12, 2014 through June 30, 2016, in an amount not to exceed \$51,000.00.

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 Rick Schmitt to execute the agreements:

1. PCS Revenue Control Systems, Inc., for the annual support and maintenance for the suite of software products for Nutrition Services Department to process and track parent payments for student lunches, as well as inventory, ordering, and other control mechanisms, during the period July 1, 2014 to June 30, 2015, and then continuing annually unless terminated by either party prior to the renewal date, in the amount of \$4,164.75, to be expended from the Cafeteria Fund 13-00.

B. APPROVAL/RATIFICATION OF AMENDMENT TO AGREEMENTS

(None Submitted)

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)

PROPOSITION AA

G. APPROVAL/RATIFICATION OF AGREEMENTS

Approve/ratify entering into the following agreements and authorize Christina M. Bennett, Eric R. Dill, or Rick Schmitt to execute the agreements and all related pertinent documents:

1. Johnson Consulting Engineers, Inc., Electrical Design Work at Canyon Crest Academy, during the period April 4, 2014 through October 4, 2014, in the amount of \$1,500.00, to be expended from Building Fund-Prop 39 Fund 21-39.

H. 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. Lionakis, to amend the Earl Warren Middle School Replacement Campus contract, CA2014-17 to provide additional civil engineering services, in an amount of \$39,450.00, to be expended from Building Fund – Prop 39 Fund 21-39.
2. Siemens Industry, Inc., Energy Services Contract to begin work on phase 2 of the mechanical, operational, and energy efficiency related improvements at Oak Crest Middle School, Diegueno Middle School and La Costa Canyon High School, as noted in the energy service contract B2009-17, to be performed upon receipt of a written notice to proceed from the District, during the period April 4, 2014 through April 4, 2015, for an amount not to exceed \$1,898,740.00, to be expended from Building Fund-Prop 39 Fund 21-39.

I. AWARD/RATIFICATION OF CONTRACTS

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

1. E.C. Constructors, Inc., Bid Package #1 Oak Crest Middle School Art and Technology Modernization CB2014-10, during the period April 11, 2014 through August 15, 2014, in the amount of \$588,325.00, to be expended from Building Fund-Prop 39 Fund 21-39, pending DSA approval of plans.
2. Commercial & Industrial Roofing Inc., Bid Package #2 Oak Crest Middle School Art and Technology Modernization CB2014-10, during the period April 11, 2014 through August 15, 2014, in the amount of \$48,089.00, to be expended from Building Fund-Prop 39 Fund 21-39, pending DSA approval of plans.
3. Peltzer Plumbing, Inc., Bid Package #3 Oak Crest Middle School Art and Technology Modernization CB2014-10, during the period April 11, 2014 through August 15, 2014, in the amount of \$146,000.00, to be expended from Building Fund-Prop 39 Fund 21-39, pending DSA approval of plans.
4. ACH Mechanical Contractors, Bid Package #04 Oak Crest Middle School Art and Technology Modernization CB2014-10, during the period April 11, 2014 through August 15, 2014, in the amount of \$121,700.00, to be expended from Building Fund-Prop 39 Fund 21-39, pending DSA approval of plans.
5. Ace Electric, Inc., Bid Package #05 Oak Crest Middle School Art and Technology Modernization CB2014-10, during the period April 11, 2014 through August 15, 2014, in the amount of \$198,000.00, to be expended from Building Fund-Prop 39 Fund 21-39, pending DSA approval of plans.
6. E.C. Constructors, Inc., Bid Package #01 Demolition, Grading and Concrete Diegueno Middle School Entry Enhancement Media Center and CB2014-13, during the period April 11, 2014 through August 15, 2014, in the amount of \$703,612.00, to be expended from Building Fund-Prop 39 Fund 21-39, pending DSA approval of plans.
7. E.C. Constructors, Inc., Bid Package #02 General Construction Diegueno Middle School Entry Enhancement Media Center CB2014-13, during the period April 11, 2014 through August 15, 2014, in the amount of \$430,767.00, to be expended from Building Fund-Prop 39 Fund 21-39, pending DSA approval of plans.
8. Commercial & Industrial Roofing Inc., Bid Package #03 Diegueno Middle School Entry Enhancement Media Center CB2014-13, during the period April 11, 2014 through August 15, 2014, in the amount of \$85,619.00, to be expended from Building Fund-Prop 39 Fund 21-39, pending DSA approval of plans.
9. Peltzer Plumbing, Inc., Bid Package #04 Diegueno Middle School Entry Enhancement Media Center CB2014-13, during the period April 11, 2014 through August 15, 2014, in the amount of \$198,000.00, to be expended from Building Fund-Prop 39 Fund 21-39, pending DSA approval of plans.

- 10. Countywide Mechanical Systems, Inc., Bid Package #05 Diegueno Middle School Entry Enhancement Media Center CB2014-13, during the period April 11, 2014 through August 15, 2014, in the amount of \$74,896.00, to be expended from Building Fund-Prop 39 Fund 21-39, pending DSA approval of plans.
- 11. Rowan Electric, Inc., Bid Package #06 Diegueno Middle School Entry Enhancement Media Center CB2014-13, during the period April 11, 2014 through August 15, 2014, in the amount of \$331,000.00, to be expended from Building Fund-Prop 39 Fund 21-39, pending DSA approval of plans.
- 12. Rocky Coast Builders, Inc., Oak Crest Middle School Field Access Ramp CB2014-12, during the period April 11, 2014 through August 15, 2014, in the amount of \$932,417.00, to be expended from Building Fund-Prop 39 Fund 21-39, pending DSA approval of plans.

J. APPROVAL OF CHANGE ORDERS
(None Submitted)

K. ACCEPTANCE OF CONSTRUCTION PROJECTS
(None Submitted)

L. ADOPTION OF RESOLUTION / LEASE-LEASEBACK

Adopt the following resolutions, and authorize Christina M. Bennett or Eric R. Dill to execute the necessary documents:

- 1. Resolution approving and authorizing execution of Site Lease, Sublease Agreement, and Construction Services Agreement for the Lease-Leaseback Agreement with Balfour Beatty Construction Company for the construction of the New Middle School #5, to be expended from Building Fund-Prop 39 Fund 21-39, as shown in the attached supplement.
- 2. Resolution approving and authorizing execution of site lease, sublease agreement, and construction services agreement for the lease-leaseback agreement with Byrom-Davey, Inc. for the Canyon Crest Academy Phase 2 Construction Project, to be expended from Building Fund-Prop 39 Fund 21-39, as shown in the attached supplement.

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

- Motion by _____, second by _____, to approve Consent Agenda Items 11-15, as shown in the attached supplements.

• Roll Call:

Joyce Dalessandro	Morgan Patterson, Canyon Crest Academy
Barbara Groth	Jourdan Johnson, Torrey Pines High School
Beth Hergesheimer	Noel Kildiszew, La Costa Canyon High School
Amy Herman	Arielle Michaelis, San Dieguito Academy
John Salazar	Madison MacKenzie, Sunset High School

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

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

Motion by _____, second by _____, to approve the Master Contract Tentative Agreement with the California School Employees Association, Chapter 241, effective July 1, 2012, through June 30, 2015, as shown in the attached supplements.

17. ACCEPTANCE OF THE 2012-13 ANNUAL PROPOSITION AA BUILDING FUND AUDIT REPORT

Motion by _____, second by _____, to accept the 2012-13 Annual Proposition AA Building Fund Audit Report, as shown in the attached supplement.

18. APPROVAL OF PROPOSED INSTRUCTIONAL CALENDARS, 2015-16 & 2016-17 SCHOOL YEARS

Motion by _____, second by _____, to approve the proposed Instructional Calendars for 2015-16 and 2016-17 school years, as shown in the attached supplements.

19. APPROVAL OF REVISION TO SUPERINTENDENT EMPLOYMENT CONTRACT

Motion by _____, second by _____, to approve the revision to the Superintendent’s Employment Contract, as shown in the attached supplements.

20. ADOPTION OF RESOLUTION / STATUTORY FEE INCREASE / WITH URGENCY

- PUBLIC HEARING
 - Open Public Hearing
 - Call for Public Comments
 - Close Hearing
- Motion by _____, second by _____, to adopt the resolution levying fees on development projects, with urgency (30-day maximum), as shown in the attached supplements.
- Roll Call

21. APPROVAL AND ADOPTION OF PROPOSED REVISIONS TO BOARD POLICIES (3): #4216.3-03.2, “CHIEF FINANCIAL OFFICER” & #4216.3-09-3; “DIRECTOR OF STUDENT INFORMATION SERVICES”; AND #4341.1 ATTACHMENT A, MANAGEMENT SALARY SCHEDULE

- Motion by _____, second by _____, to approve and adopt the proposed Revisions to Board Policies (3): #4216.3-03.2, “Chief Financial Officer” & #4216.3-09.3, “Director of Student Information Services”, and #4341.1 Attachment A, Management Salary Schedule, as shown in the attached supplements.
- Roll Call

INFORMATION ITEMS..... (ITEMS 22 - 29)

22. BUSINESS SERVICES UPDATE..... ERIC DILL, ASSOCIATE SUPERINTENDENT

23. HUMAN RESOURCES UPDATETORRIE NORTON, ASSOCIATE SUPERINTENDENT

24. EDUCATIONAL SERVICES UPDATEMIKE GROVE, ED.D., ASSOCIATE SUPERINTENDENT

25. 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*)

26. FUTURE AGENDA ITEMS

27. ADJOURNMENT TO CLOSED SESSION.....(AS REQUIRED)

- A. Consideration and/or deliberation of student discipline (3 cases)
- B. 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. (1 Issue)

28. REPORT FROM CLOSED SESSION (AS NECESSARY)

29. MEETING ADJOURNED

The next regularly scheduled Board Meeting will be held on [Thursday, May 1, 2014, at 6:30 PM](#) in the SDUHSD District Office Board Room 101. The District Office is located at 710 Encinitas Blvd., Encinitas, CA, 92024.

ITEM 6

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

Superintendent
Rick Schmitt



Union High School District

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

MARCH 20, 2014

**THURSDAY, MARCH 20, 2014
6:30 PM**

**DISTRICT OFFICE BOARD ROOM 10120
710 ENCINITAS BLVD., ENCINITAS, CA. 92024**

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

- 1. CALL TO ORDER; PUBLIC COMMENTS REGARDING CLOSED SESSION ITEMS 6:00 PM

President Dalessandro 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** **6:01 PM**

The Board convened to Closed Session at 6:01 PM to discuss the following:

- A. Consideration and/or deliberation of student discipline (0 cases)
- B. 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.* (3 Issues)
- C. To conference with Labor Negotiators, pursuant to Government Code Section 54957.8.
Agency Negotiators: Superintendent and Associate Superintendents
Employee Organizations: San Dieguito Faculty Association / California School Employees Association

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

ATTENDANCE

BOARD OF TRUSTEES AND STUDENT BOARD REPRESENTATIVES

Joyce Dalessandro	Morgan Patterson, Canyon Crest Academy - ABSENT
Barbara Groth	Jourdan Johnson, Torrey Pines High School
Beth Hergesheimer	Noel Kildiszew, La Costa Canyon High School
Amy Herman	Arielle Michaelis, San Dieguito Academy
John Salazar	Madison Mackenzie, Sunset High School

DISTRICT ADMINISTRATORS / STAFF

Rick Schmitt, Superintendent
Eric Dill, Associate Superintendent, Business
Torrie Norton, Associate Superintendent, Human Resources
Mike Grove, Ed.D., Associate Superintendent, Educational Services
Cindy Skeber, Executive Assistant, Business
Joann Schultz, 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 6:31 PM by President Joyce Dalessandro.

- 4. PLEDGE OF ALLEGIANCE (ITEM 4)
President Dalessandro led the Pledge of Allegiance.
- 5. REPORT OUT OF CLOSED SESSION (ITEM 5)
The Board met in closed session and the following action was taken:
It was moved by Ms. Groth, seconded by Ms. Herman, to non-reelect employee #384-759 from probationary employment with the District, effective immediately. Ayes: Dalessandro, Groth, Hergesheimer, Herman, Salazar; Noes: None. Motion unanimously carried.
It was moved by Ms. Groth, seconded by Ms. Herman, to non-reelect employee #520-196 from probationary employment with the District, effective immediately. Ayes: Dalessandro, Groth, Hergesheimer, Herman, Salazar; Noes: None. Motion unanimously carried.
- 6. APPROVAL OF MINUTES OF THE REGULAR BOARD MEETING OF MARCH 6, 2014
It was moved by Ms. Groth, seconded by Ms. Herman, to approve the Minutes of the March 6, 2014 Regular Board Meeting, as presented. Ayes: Dalessandro, Groth, Hergesheimer, Herman, Salazar; Noes: None. Motion unanimously carried.

NON-ACTION ITEMS (ITEMS 7 - 10)

- 7. STUDENT UPDATES STUDENT BOARD REPRESENTATIVES
Students gave updates on events and activities at their schools. Ms. Dalessandro read the Canyon Crest Academy school update in Morgan Patterson’s absence.
- 8. BOARD REPORTS AND UPDATES BOARD OF TRUSTEES
Ms. Groth attended the La Costa Canyon HS physics class demonstration, the elementary Common Core parent information night at Sycamore Ridge Elementary School, the CIF Council meeting, and the Common Core parent information night at Rancho Santa Fe Elementary.
Ms. Herman attended La Costa Canyon HS physics class demonstration, Ocean Air and Del Mar Hills elementary schools Common Core Parent Information nights, as well as at Skyline Elementary in Solana Beach.
Mr. Salazar toured the Nutrition Services department at Canyon Crest Academy and the Transportation department.
Ms. Hergesheimer attended the physics class demonstration, the Café and met with WASC team members at La Costa Canyon HS.
Ms. Dalessandro attended elementary Common Core parent information nights at Sycamore Ridge, Ocean Air and Del Mar Hills elementary schools in Del Mar, and Skyline Elementary in Solana Beach.
- 9. SUPERINTENDENT’S REPORTS, BRIEFINGS, LEGISLATIVE UPDATES RICK SCHMITT, SUPERINTENDENT
Superintendent Schmitt gave an update on the Common Core information nights held for elementary parents and commended the Board, Mike Grove, Jason Vilorio and their staff for their work in preparing and conducting the presentations.
- 10. SCHOOL UPDATE NO REPORT

CONSENT ITEMS (ITEMS 11 - 15)

It was moved by Ms. Groth, seconded by Ms. Herman, that all Consent Agenda Items 11-15, be approved, as listed below. Ayes: Dalessandro, Groth, Hergesheimer, Herman, Salazar; Noes: None. Motion unanimously carried.

11. SUPERINTENDENT

A. GIFTS AND DONATIONS

Accept the Gifts and Donations, as presented.

- B. FIELD TRIP REQUESTS
Approve the Field Trip Requests, 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.
- 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. Premier Food Services, Inc., to provide catering services for the San Dieguito Union High School District College Fair and Night on April 22, 2014, for an estimated not to exceed amount of \$10,000.00, to be expended from the General Fund 03-00 and Torrey Pines High School fundraising events.
 - 2. DoubleTree by Hilton, to provide room & board to eight Western Association of Schools & Colleges (WASC) visiting committee members tasked with assessing, validating, and setting forth the planning for Torrey Pines High School to maintain its WASC accreditation as part of the six year accreditation cycle, during the period March 30, 2014 through April 2, 2014, for an estimated not to exceed amount of \$4,400.00, to be expended from the General Fund 03-00.
- B. APPROVAL/RATIFICATION OF AMENDMENT TO AGREEMENTS
(None Submitted)

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 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. Comprehensive Autism Services and Education Inc. (C.A.S.E., Inc.) (NPA), to provide behavioral, social and educational services for students with Autism and Asperger's Syndrome, during the period July 1, 2013 through June 30, 2014, at the rates shown on the attachment, to be expended from the General Fund/Restricted 06-00.
- B. APPROVAL/RATIFICATION OF AMENDMENT TO AGREEMENTS
(None Submitted)
- C. APPROVAL/RATIFICATION OF PARENT SETTLEMENT AND RELEASE AGREEMENTS
(None Submitted)

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 Rick Schmitt to execute the agreements:

1. Laura D. Romano, Attorney at Law, to provide legal counsel and services on an as needed basis, during the period July 1, 2014 until terminated at any time by either party, at the rate of \$225.00 per hour plus incidental charges, to be expended from the fund to which the project is charged.

- 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. Advanced Toolware, LLC dba Tools4ever, increasing the annual Basic Maintenance Support fee for the Self Service Reset Password Management (SSRPM) software from \$2,146.00 per year to \$2,253.30 per year with no other changes to the contract, during the period April 15, 2014 until terminated, to be expended from the General Fund 03-00.

- 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)

PROPOSITION AA

- G. APPROVAL/RATIFICATION OF AGREEMENTS

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

1. American Fence Company, Inc., temporary fence at Canyon Crest Academy, during the period March 20, 2014 through May 1, 2014, in an amount not to exceed \$1,517.30, to be expended from Building Fund-Prop 39 Fund 21-39.
2. Trace3, to provide equipment required to upgrade the telephone system at Maintenance and Operations, during the period March 20, 2014 through September 20, 2014, in an amount not to exceed \$12,416.10, to be expended from Capital Facilities Fund 25-18.
3. Trace3, to provide equipment required to upgrade the telephone system at Diegueño Middle School, during the period March 20, 2014 through September 20, 2014, in an amount not to exceed \$36,402.55, to be expended from Building Fund- Prop 39 Fund 21-39.

ITEM 6

4. Trace3, to provide equipment required to upgrade the data network and wireless at Diegueño Middle School, during the period March 20, 2014 through September 20, 2014, in an amount not to exceed \$250,249.20, to be expended from Building Fund- Prop 39 Fund 21-39.
5. Geocon, to provide a 2013 Seismic Report at La Costa Valley Site, during the period March 20, 2014 through September 20, 2014, in an amount not to exceed \$2,500.00, to be expended from Building Fund- Prop 39 Fund 21-39.
6. Bert's Office Trailers, to provide a trailer for Bond operations at Sunset High School, during the period March 20, 2014 through March 20, 2015, in an amount not to exceed \$2,195.36, to be expended from Building Fund-Prop 39 Fund 21-39.

H. 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. Balfour Beatty Construction Inc., to amend the Construction Manager Services contract, A2013-169 dated April 4, 2013, to provide additional services for the Canyon Crest Academy and San Dieguito High School Academy field projects, in the amount of \$41,054.78, for additional services through completion, to be expended from Building Fund-Prop 39 Fund 21-39.

I. 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. San Dieguito High School Academy Phase 1 Field Replacement Contract CB2013-10 Bid Package 1, contract entered into with Ohno Construction Company, increasing the contract amount by \$58,560.66 for a new total of \$2,467,560.66, and extending the contract 104 calendar days.
2. San Dieguito High School Academy Phase 1 Field Replacement Contract CB2013-10 Bid Package 2, contract entered into with Dave Beckwith & Associates, decreasing the amount by \$3,720.00 for a new total of \$58,280.00, and extending the contract 104 calendar days.
3. San Dieguito High School Academy Phase 1 Field Replacement Contract CB2013-10 Bid Package 3, contract entered into with Masson & Associates, at no increase in the dollar amount, extending the contract 104 calendar days.

J. 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 and notice the Labor Commissioner:

1. San Dieguito High School Academy Phase 1 Field Replacement Bid Package #1 CB2013-10, contract entered into with Ohno Construction Company.
2. San Dieguito High School Academy Phase 1 Field Replacement Bid Package #2 CB2013-10, contract entered into with Dave Beckwith & Associates.
3. San Dieguito High School Academy Phase 1 Field Replacement Bid Package #3 CB2013-10, contract entered into with Masson & Associates.

K. ADOPTION OF RESOLUTION / LEASE-LEASEBACK

Adopt the attached resolution approving and authorizing execution of site lease, sublease agreement, and construction services agreement for the lease-leaseback agreement with Erickson Hall Construction Company for the construction of Torrey Pines High School Phase 1, to be expended from Building Fund-Prop 39 Fund 21-39.

DISCUSSION / ACTION ITEMS (ITEM 16)

16. ACCEPTANCE OF OTHER POST EMPLOYMENT BENEFITS (OPEB) ACTUARIAL REPORT

Motion by Ms. Groth, seconded by Ms. Hergesheimer, to accept the Other Post Employment Benefits (OPEB) Actuarial Report as of June 30, 2013, as presented. Ayes: Dalessandro, Groth, Hergesheimer, Herman, Salazar; Noes: None. Motion unanimously carried.

INFORMATION ITEMS..... (ITEMS 17 - 25)

17. REQUEST FOR QUALIFICATIONS / CONSTRUCTION MANAGERS UPDATE

This item was submitted as information only, as presented.

18. BUSINESS SERVICES UPDATE ERIC DILL, ASSOCIATE SUPERINTENDENT

Mr. Dill had nothing further to report.

19. HUMAN RESOURCES UPDATE TORRIE NORTON, ASSOCIATE SUPERINTENDENT

Ms. Norton announced the Classified Employee of the Year as Norma Villa, Counseling Secretary at Diegueno Middle School.

20. EDUCATIONAL SERVICES UPDATE MIKE GROVE, ASSOCIATE SUPERINTENDENT

Dr. Grove gave an update on the high school selection process. He also announced the District Teacher of the Year as Scott Huntley, World History and Culinary Arts teacher at San Dieguito Academy.

21. PUBLIC COMMENTS - None presented.

22. FUTURE AGENDA ITEMS – None presented.

23. ADJOURNMENT TO CLOSED SESSION – No closed session was necessary.

24. CLOSED SESSION – Nothing to further to report.

25. ADJOURNMENT OF MEETING - Meeting adjourned at 7:36 PM.

Beth Hergesheimer, Board Clerk

Date

Rick Schmitt, Superintendent

Date

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 25, 2014

BOARD MEETING DATE: April 3, 2014

**PREPARED AND
SUBMITTED BY:** Rick Schmitt, 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

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 18, 2014

BOARD MEETING DATE: April 3, 2014

PREPARED BY: Michael Grove, Ed.D.
Associate Superintendent of
Educational Services

SUBMITTED BY: Rick Schmitt, 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:

It is recommended 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
April 3, 2014

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	04-26-14	Foss	Jason	LCC Boys Lacrosse	32	4	Varsity Boys Lacrosse Game	Tustin	CA	None	LCC Foundation / Parent Donations
2	04-24-14 - 04-27-14	Stiven	Tim	CCA Envision Conservatory for the Humanities	4	5	World Affairs Council "World Quest" National Competition Finals	Washington	DC	1 Day	CCA Foundation / Parent Donations
3	05-17-14 - 05-18-14	Stiven	Tim	CCA Envision Conservatory for the Humanities	10	6	ECH Presentation to LA USD Theater Workers	Los Angeles	CA	None	CCA Foundation / Parent Donations
4	04-12-14	Brubaker	Mark	LCC JV Volleyball	14	4-Jan	JV Volleyball Tournament	Mission Viejo	CA	None	LCC Foundation / Parent Donations

* 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: March 25, 2014

BOARD MEETING DATE: April 3, 2014

PREPARED BY: Torrie Norton
Associate Superintendent/Human Resources

SUBMITTED BY: Rick Schmitt
Superintendent

SUBJECT: APPROVAL OF CERTIFICATED and
CLASSIFIED PERSONNEL

EXECUTIVE SUMMARY

Please find the following Personnel actions attached for Board Approval:

Certificated

Change in Assignment
Leave of Absence
Release/Non-Reelection of Temporary Certificated Employees
Resignation

Classified

Employment
Change in Assignment
Resignation

RECOMMENDATION:

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

FUNDING SOURCE:

General Fund

PERSONNEL LIST

CERTIFICATED PERSONNEL

Change in Assignment

1. **Roxzana Sudo**, Temporary Teacher (English/ELD) at Torrey Pines High School, increase in assignment from 20% to 60% for the remainder of the 2013-14 school year, effective 3/24/14 through 6/13/14.

Approval to Distribute Written Notices of Release/Nonreelection of Employment for the 2014-15 School Year to all Current Temporary Certificated Employees

Leave of Absence

1. **Daryl Nann**, 80% Permanent Teacher (math) at Torrey Pines High School, requests 80% Unpaid Leave of Absence (full leave) for the 2014-15 school year, effective 8/19/14 through 6/12/15.

Resignation

1. **Daniel Field**, Teacher (physical education) at Diegueno Middle School, resignation for retirement purposes, effective 6/13/14.
2. **Lindsay Hern**, Probationary Teacher (Art) at Earl Warren Middle School, resignation from employment, effective 6/13/14.

ITEM 12A

PERSONNEL LIST

CLASSIFIED PERSONNEL

Employment

1. **Macon, Kathy**, Instructional Assistant-SpEd(NS), SR34, 37.50% FTE, Carmel Valley Middle School, effective 3/24/14

Change in Assignment

1. **Sullivan, Christopher**, from Construction Projects Information Technician, SR48, 100.00% FTE, Facilities-Construction Department to Construction Projects Manager I, G5R9, 100.00% effective 03/05/14
2. **Young, Daniel**, from HVAC Technician, SR49, 100.00% FTE, Facilities to Facilities Construction Planner, SR52, Facilities-Construction Department, effective 03/10/14

Resignation

1. **Dalager, Dan**, School Bus Driver, SR38, 51.10% FTE, Transportation Department, effective 03/07/14
2. **Henning, Christine**, Nutrition Services Assistant I, SR25, 43.75% FTE, La Costa Canyon High School, resignation effective 03/14/14

04/03/14
classbdagenda
sj

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 26, 2014

BOARD MEETING DATE: April 3, 2014

PREPARED BY: Jason Vilorio, Executive Director of Educational Services
Michael Grove, Associate Superintendent of Educational Services

SUBMITTED BY: Rick Schmitt
Superintendent

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

EXECUTIVE SUMMARY

The attached Professional Services Report/Educational Services summarizes two 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 list

ITEM 13A

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

EDUCATIONAL SERVICES - PROFESSIONAL SERVICES REPORTBoard Meeting Date: 04-03-14

<u>Contract Effective Dates</u>	<u>Consultant/ Vendor</u>	<u>Description of Services</u>	<u>School/ Department Budget</u>	<u>Fee Not to Exceed</u>
04/02/14 – 03/17/15	Blackboard, Inc.	Provide Blackboard Learn Content Management GUI Administration Certification online training and Blackboard Learn Community Engagement GUI Administration Certification online training	General Fund 03-00	\$2,200.00
04/01/14 – 06/30/15 and then continuing with annual renewals corresponding to our fiscal year unless terminated with 30 day advance written notice	Rosetta Stone, Ltd.	Provide 40 licenses to use Rosetta Stone Classroom Version 3 online fixed term licenses for all commercially available languages and levels for use on Windows and Mac computers and access to all product specific mobile applications for iOS or select Android devices	General Fund /Restricted 06-00, Title I funds	\$1,490.00 for the remainder of the 2013-14 fiscal year and \$5,960.00 for 2014-15 fiscal year

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 26, 2014

BOARD MEETING DATE: April 3, 2014

PREPARED BY: Chuck Adams, Director of Special Education
Michael Grove, Associate Superintendent of Educational Services

SUBMITTED BY: Rick Schmitt
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

ITEM 14A

SPECIAL EDUCATION AGREEMENTS

BOARD MEETING DATE: 04-03-14

<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>
07/01/13 – 06/30/14	Heritage Schools, Inc. (NPS/NPA)	Provide therapeutic programs for troubled youth	General Fund /Restricted 06-00	The rates of \$105.00 per diem for basic education, \$70.00 per hour for speech therapy, \$75.00 per hour for occupational therapy, \$400.00 per educational assessment, \$75.00 per diem for education related mental health services (ERMHS), and \$228.00 per diem for room and board

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 26, 2014

BOARD MEETING DATE: April 3, 2014

PREPARED BY: Chuck Adams, Director of Special Education
Michael Grove, Associate Superintendent of Educational Services

SUBMITTED BY: Rick Schmitt
Superintendent

SUBJECT: APPROVAL/RATIFICATION OF
AMENDMENT TO AGREEMENTS

EXECUTIVE SUMMARY

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

RECOMMENDATION:

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

FUNDING SOURCE:

As noted on the attached report.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT BOARD MEETING

ITEM 14B

SPECIAL EDUCATION – AMENDMENTS TO AGREEMENTS REPORT

DATE: 04-03-14

<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>
07/01/13 – 06/30/14	New Alternatives, Inc. (NPA)	Amending the agreement to include the services and prices shown on the attachment	General Fund/Restricted 06-00	At the rates shown on the attachment

MENTAL HEALTH SERVICES**Fiscal Year 2013-2014 MEDICARE OHC Published Rates Schedule**

Legal Entity Name: New Alternatives, Inc.

Anasazi ID	Anasazi Description	MEDICARE /OHC CPT CODES	Rate Billed to Medicare/OHC	Rate Billed to Medicare/OHC
10	Assessment - Psychosocial 10	90791	2.73 X MINS VARIES ON SERVICE	\$ 2.73
11	Medication Evaluation 11	90792	5.04 X MINS VARIES ON SERVICE	\$ 5.04
13	Plan Development 13	H0032	2.73 X MINS VARIES ON SERVICE	\$ 2.73
19	Meds Training and Support 19	H0034	5.04 X MINS VARIES ON SERVICE	\$ 5.04
20	Med Services Comprehensive 20	H2010	5.04 X MINS VARIES ON SERVICE	\$ 5.04
21	Medication Education Group 21	H2010	5.04 X MINS VARIES ON SERVICE	\$ 5.04
23	Med Check MD Brief 23	M0064	5.04 X MINS VARIES ON SERVICE	\$ 5.04
24	Meds EM Minimal Problem 24	99211	5.04 X MINS VARIES ON SERVICE	\$ 5.04
25	Meds EM Minor Problem 25	99212 (POS=OFC) 99347 (POS = HOME)	5.04 X MINS VARIES ON SERVICE	\$ 5.04
26	Meds EM Expanded Low 26	99213 (POS=OFC) 99348 (POS = HOME)	5.04 X MINS VARIES ON SERVICE	\$ 5.04
27	Meds EM Detailed Moderate 27	99214 (POS=OFC) 99349 (POS = HOME)	5.04 X MINS VARIES ON SERVICE	\$ 5.04
28	Meds EM Comprehensive High 28	99215 (POS=OFC) 99350 (POS = HOME)	5.04 X MINS VARIES ON SERVICE	\$ 5.04
30	Psychotherapy-Individual 30	90832 (16-37 MINS) 90834 (35-52MIN) 90837 (53-999 MIN)	2.73 X MINS VARIES ON SERVICE	\$ 2.73
31	Psychotherapy - Group 31	90853	2.73 X MINS X INDIVIDUALS - VARIES ON SERVICE	\$ 2.73
32	Psychotherapy - Family 32	90846 (FAM/LEGAL GUARDIAN) 90847 (CLIENT/FAMILY)	2.73 X MINS X INDIVIDUALS - VARIES ON SERVICE	\$ 2.73
33	Collateral	H0032	2.73 X MINS VARIES ON SERVICE	\$ 2.73
34	Rehab - Individual 34	H0034	2.73 X MINS VARIES ON SERVICE	\$ 2.73
35	Rehab - Group 35	H2010	2.73 X MINS X INDIVIDUALS - VARIES ON SERVICE	\$ 2.73
36	Rehab - Family 36	H2010	2.73 X MINS X INDIVIDUALS - VARIES ON SERVICE	\$ 2.73
46	Therapeutic Beh Svcs-Plan Dev 46	H2019	2.73 X MINS VARIES ON SERVICE	\$ 2.73
47	Therapeutic Beh Svcs - Direct 47	H2019	2.73 X MINS VARIES ON SERVICE	\$ 2.73
48	Therapeutic Beh Svcs - Assess 48	H2019	2.73 X MINS VARIES ON SERVICE	\$ 2.73
49	Therapeutic Beh Svcs - Col 49	H2019	2.73 X MINS VARIES ON SERVICE	\$ 2.73
50	Case Management / Brokerage 50	T1017	2.11 X MINS VARIES ON SERVICE	\$ 2.11
70	Crisis Intervention 70	90839 (30-74 MIN), 90840 (EACH ADDTL 30 MIN)	4.06 X MINS VARIES ON SERVICE	\$ 4.06
91	Crisis Stabilization-ESU 91	S9484	98.93 X VARIES ON SERVICE	\$ 98.93
95	Day Treatment 95	H2012-HE H2012-HE-TB	(Half) \$87.99 or (Full) \$137.34	(Half) \$87.99 or (Full) \$137.34

Prepared by: Lak Lucky SukcharounTitle: Financial AnalystDate: 8/6/2013

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 21, 2014

BOARD MEETING DATE: April 3, 2014

PREPARED BY: Chuck Adams, Director of Special Education
Michael Grove, Associate Superintendent,
Educational Services

SUBMITTED BY: Rick Schmitt
Superintendent

SUBJECT: APPROVAL/RATIFICATION OF PARENT
SETTLEMENT AND RELEASE AGREEMENT

EXECUTIVE SUMMARY

The attached Special Education Agreement report for a Parent Settlement and Release Agreement summarizes one Settlement Agreement that provided services for one Special Education Student.

RECOMMENDATION:

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

FUNDING SOURCE:

As noted on the attached report.

ITEM 15A

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 26, 2014

BOARD MEETING DATE: April 3, 2014

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

SUBMITTED BY: Rick Schmitt
Superintendent

SUBJECT: APPROVAL/RATIFICATION OF
PROFESSIONAL SERVICES CONTRACTS/
BUSINESS

EXECUTIVE SUMMARY

The attached Professional Services Report/Business summarizes one contract.

RECOMMENDATION:

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

FUNDING SOURCE:

As noted on attached report.

ITEM 15A

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

BUSINESS - PROFESSIONAL SERVICES REPORT

Board Meeting Date: 04-03-14

<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>
07/01/14 – 06/30/15 and then continuing annually unless terminated by either party prior to the renewal date	PCS Revenue Control Systems, Inc.	Annual support and maintenance for the suite of software products for Nutrition Services Department to process and track inventory, ordering, and other control mechanisms	Cafeteria Fund 13-00	\$4,164.75 per year

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 26, 2014

BOARD MEETING DATE: April 3, 2014

PREPARED BY: Eric R. Dill
Associate Superintendent, Business

SUBMITTED BY: Rick Schmitt
Superintendent

SUBJECT: APPROVAL OF BUSINESS REPORTS

EXECUTIVE SUMMARY

Please find the following business reports submitted for your approval:

1. Purchase Orders
2. Membership Listing (None Submitted)

RECOMMENDATION:

It is recommended that the Board approve the following business reports: 1) Purchase Orders, and 2) Membership Listings (None Submitted).

FUNDING SOURCE:

Not applicable

PO/BOARD/REPORT

SAN DIEGUITO UNION HIGH
FROM 03/11/14 THRU 03/24/14

1

ITEM 15F

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
242106	03/11/14	06	PIONEER DAY SCHOOL	030	OTHER CONTR-N.P.S.	\$60,710.64
242107	03/11/14	06	OAK GROVE INSTITUTE	030	ROOM & BOARD	\$21,868.64
242108	03/11/14	06	OAK GROVE INSTITUTE	030	SUB/ROOM & BOARD	\$127,633.00
242109	03/11/14	06	OAK GROVE INSTITUTE	030	SUB/ROOM & BOARD	\$119,591.00
242110	03/11/14	03	AMAZON.COM	012	MATERIALS AND SUPPLI	\$88.34
242111	03/11/14	03	AMAZON.COM	012	MATERIALS AND SUPPLI	\$87.72
242112	03/11/14	03	OFFICE DEPOT	037	DUPLICATING SUPPLIES	\$33.84
242113	03/11/14	03	FERGUSON ENTERPRISES	025	NON CAPITALIZED EQUI	\$1,328.40
242114	03/11/14	03	FRONTIER FENCE COMPA	025	OTHER SERV.& OPER.EX	\$2,490.00
242115	03/11/14	06	AMAZON.COM	024	MATERIALS AND SUPPLI	\$397.09
242116	03/11/14	03	SAN DIEGO REFRIGERAT	025	NON CAPITALIZED EQUI	\$535.88
242117	03/11/14	03	ACCURATE LABEL DESIG	003	MATERIALS AND SUPPLI	\$300.07
242118	03/12/14	06	DEVEREUX CLEO WALLAC	030	ROOM & BOARD	\$17,272.00
242119	03/12/14	03	ONE STOP TONER AND I	014	MATERIALS AND SUPPLI	\$385.56
242120	03/12/14	06	ONE STOP TONER AND I	014	MATERIALS AND SUPPLI	\$333.72
242121	03/12/14	06	SAN DIEGO ZOOLOGICAL	030	FEES - ADMISSIONS, T	\$600.00
242122	03/12/14	03	TREE HOUSE INC	013	MATERIALS AND SUPPLI	\$157.33
242124	03/12/14	03	CONCEPTS SCHOOL AND	013	OFFICE SUPPLIES	\$390.70
242125	03/12/14	03	TREE HOUSE INC	010	OFFICE SUPPLIES	\$405.22
242126	03/12/14	03	STAPLES ADVANTAGE	010	OFFICE SUPPLIES	\$92.75
242127	03/12/14	03	TREE HOUSE INC	010	OFFICE SUPPLIES	\$362.90
242128	03/12/14	03	STAPLES ADVANTAGE	013	MATERIALS AND SUPPLI	\$51.42
242129	03/12/14	03	STATE OF CALIFORNIA	025	FEES - ADMISSIONS, T	\$225.00
242130	03/14/14	03	SAN DIEGUITO UHSD CA	003	REFRESHMENTS	\$175.50
242131	03/14/14	03	ONE STOP TONER AND I	005	MATERIALS AND SUPPLI	\$409.32
242133	03/14/14	03	NASCO MODESTO	004	MATERIALS AND SUPPLI	\$686.59
242134	03/14/14	03	FEDEX OFFICE	010	PRINTING	\$1,487.86
242135	03/14/14	03	AMAZON.COM	004	MATERIALS AND SUPPLI	\$37.89
242136	03/14/14	03	WARD'S MEDIA TECH	004	MATERIALS AND SUPPLI	\$577.80
242137	03/14/14	03	NASCO MODESTO	004	MATERIALS AND SUPPLI	\$38.99
242138	03/14/14	03	AMAZON.COM	037	MATERIALS AND SUPPLI	\$745.20
242139	03/14/14	03	SCHOOL HEALTH CORPOR	037	MATERIALS AND SUPPLI	\$625.60
242140	03/14/14	03	AMAZON.COM	013	OFFICE SUPPLIES	\$285.78
242141	03/14/14	06	AMAZON.COM	024	BOOKS OTHER THAN TEX	\$1,464.48
242142	03/14/14	03	CARDIAC SCIENCE INC	014	NON CAPITALIZED EQUI	\$1,898.52
242143	03/14/14	03	HOME DEPOT	005	MATERIALS AND SUPPLI	\$300.00
242144	03/14/14	03	MISSION FEDERAL CRED	003	MATERIALS AND SUPPLI	\$102.59
242145	03/14/14	03	COMM USA INC	005	MATERIALS AND SUPPLI	\$669.60
242146	03/14/14	03	ONE STOP TONER AND I	012	MATERIALS AND SUPPLI	\$518.30
242147	03/17/14	03/06	SEHI-PROCOMP COMPUTE	035	MATERIALS AND SUPPLI	\$1,009.71
242148	03/17/14	03/06	TREE HOUSE INC	035	MATERIALS AND SUPPLI	\$541.68
242149	03/17/14	06	AREY JONES EDUCATION	035	NON-CAPITALIZED TECH	\$2,250.68
242150	03/17/14	03	AREY JONES EDUCATION	035	NON-CAPITALIZED TECH	\$3,951.06
242151	03/17/14	21-39	SAN DIEGO DAILY TRAN	036	LAND IMPROVEMENTS	\$514.80
242152	03/17/14	21-39	SAN DIEGO DAILY TRAN	036	IMPROVEMENT	\$539.60
242153	03/17/14	25-19	UNION TRIBUNE	036	ADVERTISING	\$224.40
242154	03/17/14	21-39	SAN DIEGO DAILY TRAN	036	IMPROVEMENT	\$539.60
242155	03/17/14	03	SCHOOL SERVICES OF C	022	MATERIALS AND SUPPLI	\$69.75
242156	03/17/14	03	APPERSON EDUCATION P	014	MATERIALS AND SUPPLI	\$140.27
242157	03/17/14	03	TREE HOUSE INC	014	MATERIALS AND SUPPLI	\$212.98
242158	03/17/14	13	TREE HOUSE INC	031	OFFICE SUPPLIES	\$36.00
242159	03/17/14	06	AMAZON.COM	040	MATERIALS AND SUPPLI	\$251.65
242160	03/17/14	03	STAPLES ADVANTAGE	012	MATERIALS AND SUPPLI	\$100.22
242161	03/17/14	03	OFFICE DEPOT	012	MATERIALS AND SUPPLI	\$70.20
242162	03/18/14	03	STANDARD ELECTRONICS	025	REPAIRS BY VENDORS	\$332.50

PO/BOARD/REPORT

SAN DIEGUITO UNION HIGH
FROM 03/11/14 THRU 03/24/14

2

ITEM 15F

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
242163	03/18/14	21-39	CLARIDGE PRODUCTS &	036	IMPROVEMENT	\$21,000.00
242164	03/18/14	03	UKRANIAN GIFT SHOP I	004	MATERIALS AND SUPPLI	\$301.11
242165	03/18/14	03	URBAN TREE CARE, INC	025	OTHER SERV.& OPER.EX	\$1,150.00
242166	03/18/14	03	ORIENTAL TRADING COM	004	MATERIALS AND SUPPLI	\$133.08
242167	03/19/14	03/06	C D W G.COM	035	MATERIALS AND SUPPLI	\$21,620.80
242168	03/20/14	21-39	C D W G.COM	035	EQUIPMENT	\$73,093.80
242169	03/20/14	03	J AND R KEY HARDWARE	014	MATERIALS AND SUPPLI	\$38.40
242170	03/20/14	06	MEDCO SUPPLY CO INC	030	MATERIALS AND SUPPLI	\$42.89
242171	03/20/14	03	TREE HOUSE INC	004	AERIES SUPPLIES	\$167.61
242172	03/20/14	03	TREE HOUSE INC	013	MATERIALS AND SUPPLI	\$211.18
242173	03/20/14	03	STAPLES ADVANTAGE	013	MATERIALS AND SUPPLI	\$46.38
242174	03/20/14	06	TOTAL VISION CARE	030	PROF/CONSULT./OPER E	\$2,000.00
242176	03/20/14	03	AMAZON.COM	013	MATERIALS AND SUPPLI	\$281.32
242177	03/20/14	03	TREE HOUSE INC	008	MATERIALS AND SUPPLI	\$49.72
242178	03/20/14	13	TREE HOUSE INC	031	OFFICE SUPPLIES	\$108.10
242179	03/20/14	03	TREE HOUSE INC	013	MATERIALS AND SUPPLI	\$253.44
242180	03/20/14	13	P C S REVENUE CONTRO	031	REPAIRS BY VENDORS	\$2,000.00
242181	03/20/14	21-39	OFFICE DEPOT	036	MATERIALS AND SUPPLI	\$2,317.95
242182	03/20/14	03	RIVERSIDE PUBLISHING	013	MATERIALS AND SUPPLI	\$46.02
242183	03/20/14	03	BARNES & NOBLE BOOKS	008	MATERIALS AND SUPPLI	\$300.00
242184	03/20/14	03	OFFICE DEPOT	004	MATERIALS AND SUPPLI	\$20.61
242185	03/21/14	21-39	TRACE3, INC.	036	EQUIPMENT REPLACEMEN	\$270,003.70
242186	03/21/14	21-39	TRACE3, INC.	036	EQUIPMENT REPLACEMEN	\$38,065.03
242187	03/21/14	25-18	TRACE3, INC.	036	EQUIPMENT REPLACEMEN	\$12,905.22
242188	03/21/14	03	MACGILL DISCOUNT SCH	013	MEDICAL SUPPLIES	\$115.75
242189	03/20/14	03	AMAZON.COM	013	MATERIALS AND SUPPLI	\$44.05
242190	03/21/14	03	AREY JONES EDUCATION	036	NON-CAPITALIZED TECH	\$1,343.20
242191	03/21/14	03	PEPPER OF LOS ANGELE	013	MATERIALS AND SUPPLI	\$450.90
242192	03/21/14	03	SWEETWATER SOUND	013	MATERIALS AND SUPPLI	\$637.20
242193	03/21/14	03	MISSION FEDERAL CRED	013	MATERIALS AND SUPPLI	\$143.64
242194	03/21/14	03	MISSION FEDERAL CRED	004	MATERIALS AND SUPPLI	\$215.99
242195	03/21/14	06	MISSION FEDERAL CRED	009	MATERIALS AND SUPPLI	\$607.51
242196	03/21/14	03	ADVANCED TOOLWARE, L	035	COMPUTER LICENSING	\$2,253.30
242197	03/24/14	06	CYBER EDUCATION CONS	040	PROF/CONSULT./OPER E	\$450.00
242198	03/24/14	03	INDIAN PRODUCT COMPA	005	MATERIALS AND SUPPLI	\$1,489.80
740012	03/17/14	21-39	TOMARK SPORTS	036	LAND IMPROVEMENTS	\$605.20
840092	03/11/14	06	C L T A	022	CONFERENCE,WORKSHOP,	\$740.00
840094	03/18/14	06	SAN DIEGO COUNTY OFF	022	CONFERENCE,WORKSHOP,	\$400.00
840095	03/19/14	03	SCHOOL SERVICES OF C	022	CONFERENCE,WORKSHOP,	\$135.00
840096	03/18/14	06	SAN DIEGO COUNTY OFF	022	CONFERENCE,WORKSHOP,	\$50.00
840097	03/19/14	06	SAN DIEGO COUNTY OFF	022	CONFERENCE,WORKSHOP,	\$25.00
REPORT TOTAL						\$832,013.24

ITEM 15F

Individual Membership Listings
For the Period of March 11, 2014 through March 24, 2014

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

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 24, 2014

BOARD MEETING DATE: April 3, 2014

PREPARED BY: John Addleman, Director of Planning Services
Eric Dill, Assoc. Superintendent, Business

SUBMITTED BY: Rick Schmitt, Superintendent

SUBJECT: APPROVAL/RATIFICATION OF AGREEMENTS /
PROPOSITION AA

EXECUTIVE SUMMARY

The attached Proposition AA – Agreements report summarizes one agreement for Johnson Consulting Engineers, Inc. to provide electrical design work at Canyon Crest Academy for power and data at the baseball field dugouts and backstop areas, and to provide for additional electrical capacity for an irrigation pump at the play field areas.

RECOMMENDATION:

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

FUNDING SOURCE:

Building Fund-Prop 39 Fund 21-39

ITEM 15G

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

PROPOSITION AA – AGREEMENTS
FACILITIES PLANNING & CONSTRUCTION

Board Meeting Date: 04-03-14

<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>
April 4, 2014 through October 4, 2014	Johnson Consulting Engineers, Inc.	Electrical Design Work at Canyon Crest Academy Construction site	Fund-Prop 39 Fund 21-39	\$1,500.00

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 24, 2014

BOARD MEETING DATE: April 3, 2014

PREPARED BY: John Addleman, Director of Planning Services
Eric Dill, Assoc. Superintendent, Business

SUBMITTED BY: Rick Schmitt, Superintendent

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

EXECUTIVE SUMMARY

The attached Professional Services Report/Proposition AA summarizes two amendments to contracts.

Of note, one amendment is for additional civil engineering services at Earl Warren Middle School Replacement Campus to prepare and submit off-site utility plans as it relates to the City of Solana Beach, Santa Fe Irrigation and SDG&E, to prepare plans for processing with the City for the issuance of an encroachment permit as it relates to any new driveway aprons and closure of aprons not used in the project, to prepare documents for submittal to the Regional Water Quality Control Board, and the development of a water quality management plan for compliance.

Of note, one amendment is for Siemens Industry, Inc. to begin work on phase 2 of the mechanical, operational, and energy efficiency related improvements which include the replacement of existing units with new energy efficient units at:

- Oak Crest Middle School: Art/C-Smart Classroom Building,
- Diegueno Middle School: Media Center, and
- La Costa Canyon High School: Buildings 600, 800, and Media Center.

All new units will be integrated into the District's energy management system.

ITEM 15H

RECOMMENDATION:

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

FUNDING SOURCE:

Building Fund-Prop 39 Fund 21-39

ITEM 15H

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT**PROPOSITION AA – AMENDMENT TO AGREEMENTS**
FACILITIES PLANNING & CONSTRUCTION**Board Meeting Date: 04-03-14**

<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>
April 4, 2014	Lionakis	Amend contract CA2014-17 to provide additional civil engineering services for the Earl Warren Middle School Replacement Campus	Building Fund-Prop 39 Fund 21-39	\$39,450.00
April 4, 2014 through April 4, 2015	Siemens Industry, Inc.	Amend energy service contract B2009-17 to begin work on phase 2 of the mechanical, operational, and energy efficiency related improvements at Oak Crest Middle School, Diegueno Middle School, and La Costa Canyon High School	Building Fund-Prop 39 Fund 21-39	\$1,898,740.00

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 26, 2014

BOARD MEETING DATE: April 3, 2014

PREPARED BY: John Addleman, Director of Planning Services
Eric Dill, Assoc. Superintendent, Business

SUBMITTED BY: Rick Schmitt
Superintendent

SUBJECT: AWARD OF CONTRACTS

EXECUTIVE SUMMARY

Bids for construction of the Diegueno Middle School Media Center Upgrades CB2014-13, Oak Crest Middle School Art and Technology Modernization CB2014-10, and the Oak Crest Middle School Field Access Ramp CB 2014-12 projects were opened on March 19, 20, and 21st respectively. The Construction Manager for these projects is Erickson-Hall Construction Company.

All three projects were bid as a multi-prime project consisting of one to six bid packages. The bids were reviewed by District Staff and the Construction Manager to determine the lowest responsive and responsible bidders. All three projects came within an acceptable range from the bid estimate. A bid re-cap is provided on the attached sheets.

Of note, the low bid, Interpipe Contracting, for Bid Package #4 Plumbing for the Diegueno Middle School Media Center Upgrades CB2014-13 withdrew their bid due to a clerical error. The next lowest responsive and responsible bidder for Bid Package #4 is Peltzer Plumbing.

Of note, the low bid, RL Electric, for Bid Package #5 Electrical for the Oak Crest Middle School Art and Tech (C-Smart) Modernization CB2014-10 was found to be non-responsive due to missing an addendum item that would have added additional cost. The next lowest responsive and responsible bidder for Bid Package #5 is Ace Electric.

All three projects are still awaiting Division of State Architect (DSA) approval and as a result any award of contracts must be pending receipt of DSA approval.

RECOMMENDATION:

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

ITEM 15I

1. E.C. Constructors, Inc., Bid Package #1 Oak Crest Middle School Art and Technology Modernization CB2014-10, during the period April 11, 2014 through August 15, 2014, in the amount of \$588,325.00, to be expended from Building Fund-Prop 39 Fund 21-39, pending DSA approval of plans.
2. Commercial & Industrial Roofing Inc., Bid Package #2 Oak Crest Middle School Art and Technology Modernization CB2014-10, during the period April 11, 2014 through August 15, 2014, in the amount of \$48,089.00, to be expended from Building Fund-Prop 39 Fund 21-39, pending DSA approval of plans.
3. Peltzer Plumbing, Inc., Bid Package #3 Oak Crest Middle School Art and Technology Modernization CB2014-10, during the period April 11, 2014 through August 15, 2014, in the amount of \$146,000.00, to be expended from Building Fund-Prop 39 Fund 21-39, pending DSA approval of plans.
4. ACH Mechanical Contractors, Bid Package #04 Oak Crest Middle School Art and Technology Modernization CB2014-10, during the period April 11, 2014 through August 15, 2014, in the amount of \$121,700.00, to be expended from Building Fund-Prop 39 Fund 21-39, pending DSA approval of plans.
5. Ace Electric, Inc., Bid Package #05 Oak Crest Middle School Art and Technology Modernization CB2014-10, during the period April 11, 2014 through August 15, 2014, in the amount of \$198,000.00, to be expended from Building Fund-Prop 39 Fund 21-39, pending DSA approval of plans.
6. E.C. Constructors, Inc., Bid Package #01 Demolition, Grading and Concrete Diegueno Middle School Entry Enhancement Media Center CB2014-13, during the period April 11, 2014 through August 15, 2014, in the amount of \$703,612.00, to be expended from Building Fund-Prop 39 Fund 21-39, pending DSA approval of plans.
7. E.C. Constructors, Inc., Bid Package #02 General Construction Diegueno Middle School Entry Enhancement Media Center CB2014-13, during the period April 11, 2014 through August 15, 2014, in the amount of \$430,767.00, to be expended from Building Fund-Prop 39 Fund 21-39, pending DSA approval of plans.
8. Commercial & Industrial Roofing Inc., Bid Package #03 Diegueno Middle School Entry Enhancement Media Center CB2014-13, during the period April 11, 2014 through August 15, 2014, in the amount of \$85,619.00, to be expended from Building Fund-Prop 39 Fund 21-39, pending DSA approval of plans.
9. Peltzer Plumbing, Inc., Bid Package #04 Diegueno Middle School Entry Enhancement Media Center CB2014-13, during the period April 11, 2014 through August 15, 2014, in the amount of \$198,000.00, to be expended from Building Fund-Prop 39 Fund 21-39, pending DSA approval of plans.
10. Countywide Mechanical Systems, Inc., Bid Package #05 Diegueno Middle School Entry Enhancement Media Center CB2014-13, during the period April 11, 2014 through August 15, 2014, in the amount of \$74,896.00, to be expended from Building Fund-Prop 39 Fund 21-39, pending DSA approval of plans.
11. Rowan Electric, Inc., Bid Package #06 Diegueno Middle School Entry Enhancement Media Center CB2014-13, during the period April 11, 2014 through August 15, 2014, in the amount of \$331,000.00, to be expended from Building Fund-Prop 39 Fund 21-39, pending DSA approval of plans.
12. Rocky Coast Builders, Inc., Oak Crest Middle School Field Access Ramp CB2014-12, during the period April 11, 2014 through August 15, 2014, in the amount of \$932,417.00, to be expended from Building Fund- Prop 39 Fund 21-39, pending DSA approval of plans.

FUNDING SOURCE:

Building Fund-Prop 39 Fund 21-39

ITEM 15I

OAK CREST MIDDLE SCHOOL		
Art and Tech Modernizations		
Bid Date 3/20/14		
Bid Package	Bidder	Amount
1	Demo/Grading/GC	
	EC Constructors	\$ 588,325
	Fordyce Construction	\$ 645,769
2	Roofing/Sheet Metal	
	Commercial & Industrial Roofing	\$ 48,089
	Roof Construction	\$ 64,456
	Rojack Roofing	Disqualified/\$66,680
3	Plumbing/Site	
	Peltzer Plumbing	\$ 146,000
	Interpipe Contracting	\$ 167,880
4	HVAC	
	ACH Mechanical Contractors	\$ 121,700
5	Electrical	
	RL Electric	Disqualified/\$186,800
	Ace Electric	\$ 198,000
	Saturn Electric	\$ 206,349
	GA Abel-Precision	\$ 213,000
	Rowan Electric	\$ 214,000
Pacific Winds Building	\$ 238,000	

ITEM 15I

DIEGUENO MIDDLE SCHOOL		
Media Center Upgrades Bid Results		
Bid Date 3/19/14		
Bid Package	Bidder	Amount
1	Demo/Grading/Concrete	
	EC Constructors	\$ 703,612.00
2	General Construction	
	EC Constructors	\$ 430,767.00
	Fordyce Construction	\$ 495,013.00
3	Roofing/Sheet Metal	
	C&I Roofing	\$ 85,619.00
	Roejack Roofing	\$ 87,440.00
	Roof Construction	\$ 97,143.00
	Sylvester Roofing	\$ 175,692.00
4	Plumbing	
	Interpipe Contracting	Withdrawn/\$98,770.00
	Peltzer Plumbing	\$ 198,000.00
	Countywide Mechanical	\$ 204,475.00
5	HVAC	
	Countywide Mechanical	\$ 74,896.00
	Able Heating and Air Conditioning	\$ 83,887.00
	West Coast Air	\$ 84,600.00
	ACH Mechanical	\$ 92,000.00
6	Electrical	
	Rowan Electric	\$ 331,000.00
	Pacific Winds Building	\$ 346,000.00
	RL Electric	\$ 359,000.00
	Fredricks Electric	\$ 365,000.00
	GA Able Inc.	\$ 367,000.00

ITEM 15I

OAK CREST MIDDLE SCHOOL		
Field Access Ramps		
Bid Date 3/21/14		
Bid Package	Bidder	Amount
1	Demo/Grading/Concrete/Masonry	
	Rocky Coast Builders	\$ 932,417
	Bowcon Company Inc.	\$ 970,000
	Whillock Contracting	\$ 1,000,903
	Western Rim Constructors	Disqualified/\$1,093,000
	California Building Evaluation	\$ 1,167,800
	GEM Industrial Electric	\$ 1,349,000
	Bravo Concrete Construction Services	\$ 1,516,102

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 24, 2014

BOARD MEETING DATE: April 3, 2014

PREPARED BY: John Addleman, Director of Planning Services
Eric Dill, Assoc. Superintendent, Business

SUBMITTED BY: Rick Schmitt, Superintendent

SUBJECT: **ADOPTION OF RESOLUTION / LEASE-
LEASEBACK / BALFOUR BEATTY
CONSTRUCTION COMPANY / BYROM-DAVEY,
INC.**

EXECUTIVE SUMMARY

Balfour Beatty Construction Company

On June 16, 2011, District staff presented the results and recommendation from a request for qualifications for construction services. Balfour Beatty Construction Company is one of the three firms selected to provide construction services. The three firms were of ten firms responding to that request. The services performed by Balfour Beatty Construction Company continue to be outstanding and therefore it is staff's recommendation that Balfour Beatty Construction Company continue to provide construction services to the District under a lease-leaseback contractual arrangement for the construction of the New Middle School #5 project, excluding the track and play field area.

Administration, staff, and district counsel have been working with Balfour Beatty Construction Company to develop a Site Lease, Sublease Agreement, and Construction Services Agreement for Lease-Leaseback. The total cost of the project is expected to cost approximately \$52.6 million, including land acquisition and soft costs. As it pertains to the Construction Services Agreement, Balfour Beatty Construction Company has provided a preliminary Guaranteed Maximum Price (GMP) of \$40,716,295 for the New Middle School #5 project. The GMP includes a construction management fee of \$606,962, general conditions of \$3,385,985, and a construction contingency of \$2,427,848 as reflected in the attached Preliminary GMP. At project completion, any unused portion of the construction contingency will be released back into available Prop AA project funds.

The construction of Middle School #5 would be completed in two increments. The first increment would include the road, parking lot, and two-story classroom building to be available for occupancy in the Fall of 2015, the balance of the site will be available in the Fall of 2016.

Byrom-Davey, Inc.

On February 6 and 13, 2014 the District advertised a Request for Qualifications (RFQ) CB2014-09 for Lease/Leaseback Services for Stadium and Field Projects. Byrom-Davey, Inc. was selected to provide construction services from among four firms that had responded to the request. Byrom-Davey, Inc. has successfully performed for the District as a general contractor on a number of projects that were awarded under traditional low-bid processes; its fees continue to compare favorably to other firms as discussed below.

Administration, staff, and district counsel have been working with Byrom-Davey, Inc. to develop a Site Lease, Sublease Agreement, and Construction Services Agreement for Lease-Leaseback. The total cost of the project is expected to cost approximately \$16.1 million, including soft costs. As it pertains to the Construction Services Agreement, Byrom-Davey, Inc. has provided a preliminary Guaranteed Maximum Price (GMP) of \$13,499,609 for the Canyon Crest Academy Phase 2 Construction project. The GMP, Byrom-Davey, Inc. includes general conditions of \$655,212, and a construction contingency of \$611,638 as reflected in the attached Preliminary GMP. Byrom-Davey, Inc. will not charge a construction management fee. At project completion, any unused portion of the construction contingency will be released back into available Prop AA project funds.

Lease/Leaseback Framework

Lease/Leaseback projects are constructed pursuant to the provisions set forth in Education Code Section 17406, which authorizes school district governing boards, without advertising for bids, to lease property currently owned by a school district to any person, firm, or corporation for a minimum of \$1 per year as long as such lease requires the other party to construct (or provide for the construction) of a building or buildings upon the subject property and that title to the subject property and the buildings vest in the school district at the expiration of the lease. This statutory language requires that school districts first lease its property to a chosen builder. This delivery method to construction has been recognized by the State Legislature as a proven method to deliver school facilities on time, on budget, and with a reduced level risk associated with design issues, delays, and cost overruns.

The Lease/Leaseback arrangement includes three documents:

- A Site Lease that leases the District's property to the Builder,
- A Sublease Agreement that leases the District's property from the Builder back to the District, and
- A Construction Services Agreement for Lease-Leaseback.

Bidding Requirements

In order to establish the final GMP, both Balfour Beatty Construction Company and Byrom-Davey, Inc. will conduct competitive bids under the supervision of the District. Both firms will seek a minimum of three bids for each specialized construction trade package and, if possible, a minimum of seven bidders requested for all portions of non-specialized work to ensure the best pricing and bidding environment for the District. After the bid, the final GMP will be presented to the Board at a future meeting for approval to amend the agreement.

ITEM 15L

RECOMMENDATION:

It is recommended that the Board adopt the following resolutions, and authorize Christina M. Bennett or Eric R. Dill to execute the necessary documents:

1. Resolution approving and authorizing execution of Site Lease, Sublease Agreement, and Construction Services Agreement for the Lease-Leaseback Agreement with Balfour Beatty Construction Company for the construction of the New Middle School #5, to be expended from Building Fund-Prop 39 Fund 21-39, as shown in the attached supplement.
2. Resolution approving and authorizing execution of Site Lease, Sublease Agreement, and Construction Services Agreement for the Lease-Leaseback Agreement with Byrom-Davey, Inc. for the Canyon Crest Academy Phase 2 Construction Project, to be expended from Building Fund-Prop 39 Fund 21-39, as shown in the attached supplement.

FUNDING SOURCE:

Building Fund-Prop 39 Fund 21-39

Balfour Beatty Construction Company

March 14, 2014

Preliminary GMP Summary

	Middle School #5
Management Fee	\$ 606,962.00
General Conditions including	
Insurance and Bond	\$ 3,385,985.00
Construction	\$ 34,295,500.00
Contingency 7%	\$ 2,427,848.00
Total Preliminary GMP	<u>\$ 40,716,295.00</u>

SDUHSD Bond Program

SAN DIEGUITO MIDDLE SCHOOL #5



101100 GENERAL CONDITIONS

101101	Supervision	90	WKS	-	-	-	-	-	518,400	518,400
101102	Field Office Rental with Furniture	21	MTH	5,760.00	-	-	-	-	-	24,906
101103	Clerk	90	WKS	2,760.00	-	-	-	-	248,400	248,400
101104	Field Office Supplies	90	WKS	-	120.00	-	-	-	-	10,800
101105	Field Telephone	21	MTH	-	-	1,075.00	-	-	-	22,575
101106	Small Consumables/Tools	90	WKS	-	-	48.00	-	-	-	4,320
101107	Field Toilets & Wash Stations	21	MTH	-	-	919.00	-	-	-	19,299
101108	Project Gas & Diesel	21	MTH	-	1,700.00	-	-	35,700	-	35,700
101109	Dumpster Rental (Office Only)	21	MTH	-	-	290.00	-	-	6,090	6,090
101110	Safety Equipment/Fire Extinguishers	90	WKS	-	-	72.00	-	-	-	6,480
101111	Construction Fence	4800	LF	-	-	3.70	-	-	-	17,760
101112	Daily Clean	90	WKS	-	-	95.00	-	-	-	8,550
101113	Trailer Clean	90	WKS	-	-	115.00	-	-	-	10,350
101115	Project Management	90	WKS	5,760.00	-	-	-	-	518,400	518,400
101115	Project Executive	21	MTH	4,500.00	-	-	-	-	94,500	94,500
101116	SWPPP Certification/Safety Training	90	WKS	-	-	42.00	-	-	-	3,780
101118	Assistant Supervision	52	WKS	4,760.00	-	-	-	-	247,520	247,520
101119	Inspector's Office	18	MTH	-	-	155.00	-	-	-	2,790
101122	BIM Specialist	16	WKS	4,360.00	-	-	-	-	69,760	69,760
101123	Scheduler	90	WKS	868.00	-	-	-	-	78,120	78,120
101124	Project Engineer	90	WKS	4,760.00	-	-	-	-	428,400	428,400
101126	General Superintendent	90	WKS	-	-	-	-	-	-	-

101300 SPECIAL EQUIPMENT

101301	Equipment Maintenance/Depreciation	21	MTH	-	-	2,380.00	-	-	-	49,980
101304	Const Field Office Mob/Demob	3	MV	-	-	5,564.00	-	-	-	16,692
101119	Inspector's Office Mob/Demob	2	MV	-	-	652.00	-	-	-	1,304
101305	Copier/Printer Lease (2 BBC/OR)	21	MTH	-	-	585.00	-	-	-	12,285

102200 SPECIAL CONDITIONS

102201	Temp Electrical Connection	1	LS	-	-	16,000.00	-	-	-	16,000
102202	Temp Water Meter (SDWD)	1	LS	-	-	1,155.00	-	-	-	1,155
102203	Temp Electrical Use	8	MTH	-	-	485.00	-	-	-	3,880
102204	Temp Water Use	21	MTH	-	-	275.00	-	-	-	5,775
102206	Jobsite Signage	1	LS	-	4,500.00	-	-	4,500	-	4,500
102212	Traffic Signage/Control	1	LS	-	2,500.00	-	-	2,500	-	4,463
102213	Jobsite Computer/Network/AV	1	LS	-	-	13,000.00	-	-	-	13,000
102220	Contract Closeout	1	LS	-	-	25,800.00	-	-	-	25,800
102230	Bid Advertisement	2	EA	-	-	173.00	-	-	-	346

Subtotal

2,203,500	53,500	326,470	2,583,470
2,203,500	53,500	326,470	2,583,470

PROJECT TOTALS

2,583,470

The Following are based on stated percent of \$34,295,500

Builders Risk	0.30%		\$ 102,887
GL Insurance	1.04%		\$ 356,673
Bond	1.00%		\$ 342,955
Fee	1.75%		\$ 606,962
			3,992,947
Contingency 7%	7%	\$ 2,427,848	-

RESOLUTION

**APPROVING AND AUTHORIZING EXECUTION OF SITE LEASE, SUBLEASE AGREEMENT AND
CONSTRUCTION SERVICES AGREEMENT FOR LEASE-LEASEBACK AGREEMENT FOR THE
CONSTRUCTION OF NEW MIDDLE SCHOOL #5**

ON MOTION of Member _____, seconded by
Member _____, the governing board of the San Dieguito Union
High School District (the "District") hereby resolves as follows:

WHEREAS, in November, 2012, the Voters approved Proposition AA to finance the work of the District for the next several years (the "Prop AA Bonds"); and

WHEREAS, the District has identified priority projects of school facilities which include the construction of the New Middle School #5 (the "Project") at the New Middle School #5 (excluding play field area) (the "Site"), with the work to be substantially completed in February 2016; and

WHEREAS, the project is expected to cost approximately \$52.6 million, with approximately ninety-nine percent (99%) of the funding from Prop AA Bonds and one percent (1%) from District funds, including, but not limited to, revenue from developer fees and mitigation; and

WHEREAS, Education Code Section 17406 provides authority for the Governing Board of any school district, without advertising for bids to lease property currently owned by a school district to any person, firm, or corporation as long as such lease requires the other party to construct (or provide for the construction) of a building or buildings upon the subject property and that title to the subject property and the buildings vest in the school district at the expiration of the lease; and

WHEREAS, this Board has determined it to be in the best interest of the District and the citizens it serves to enter into a lease-leaseback agreement for the construction of the Project in order to ensure execution and completion of the Project within the short timelines for construction, to obtain a guaranteed maximum price to ensure the Project will be completed within the District's budget for the Project, optimizing funds available for construction; and

WHEREAS, the District established a committee to select firms to provide construction services for the Project through a competitive request for qualifications, of which Balfour Beatty Construction Company (the "Builder") is one of the three firms selected; and

WHEREAS, Builder is licensed and qualified to perform the work; and

WHEREAS, pursuant to an agreement with Builder entitled Construction Services Agreement for Lease-Leaseback, the District will award the contract for construction of the Project to Builder and Builder will construct the Project; and

ITEM 15L

WHEREAS, pursuant to a site lease agreement (the "Site Lease") by and between the District and the Builder, the District will lease to the Builder the Site in order for Builder to construct the Project; and

WHEREAS, the Builder will lease the Project back to the District pursuant to a Sublease Agreement (the "Sublease"), under which the District will be required to make Sublease Payments, as such term is defined in the Sublease, to the Builder for the use and occupancy of the Project;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the San Dieguito Union High School District, that the Site Lease, Sublease Agreement, and Construction Services Agreement for Lease-Leaseback by and between the District and Builder be approved and that Christina M. Bennett, or Eric R. Dill is hereby authorized to execute the necessary documents.

PASSED AND ADOPTED by the San Dieguito Union High School District Board of Trustees at Encinitas, California, on April 3, 2014, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

State of California)

County of San Diego)

I, Beth Hergesheimer, Clerk of the Board of Trustees, do hereby certify that the foregoing is a full, true, and correct copy of a resolution accepted by said Board at a regular meeting held at its regular place of meeting by the vote above stated, which resolution is on file in the office of the said Board.

Clerk of the Board of Trustees

ITEM 15L



13220 Evening Creek Dr. South
Suite #103
San Diego, Ca. 92128
(858) 513-7199
Fax (858) 513-7198
Cell (858) 583-1071
License #803447

March 21, 2014

San Dieguito Union High School District
684 Requeza Street
Encinitas, CA 92024
Attn: Mr. John Addleman

Project: Canyon Crest Academy Athletic Facility Improvements

Subject: Preliminary GMP – Phase 1 and Phase 2 Summary Total

Dear John:

The following is the preliminary GMP summary total for the entire project based on what was sent earlier for the two phases.

Total for Phase 1 Preliminary GMP:	\$ 3,157,972.00
Total for Phase 2 Preliminary GMP:	\$ 10,341,637.00
Total Preliminary GMP:	<u>\$ 13,499,609.00</u>

Please don't hesitate to call me at (858) 513-7199 ext. 102 if you have any questions.

Sincerely,

Steve Davey
President/CEO

Cc: Mr. Russ Thornton
Mr. Dave Tomaino

Byrom-Davey, Inc.

March 21, 2014

Preliminary GMP - Phase 1 and Phase 2 Summary Total

	Phase 1	Phase 2	Total Phase 1 and 2
General Conditions	\$ 417,456.00	\$ 237,756.00	\$ 655,212.00
Construction	\$ 9,451,601.00	\$ 2,781,158.00	\$ 12,232,759.00
Contingency	\$ 472,580.00	\$ 139,058.00	\$ 611,638.00
Total Prelim. GMP	\$ 10,341,637.00	\$ 3,157,972.00	\$ 13,499,609.00

Phase 1 Scope: Multipurpose field, soccer field and DG track area. This work to be completed by August 29, 2014 in order for Canyon Crest Academy to use the multipurpose field.

Phase 2 Scope: Construction of bleachers, buildings, structural concrete, site concrete, fencing, masonry, electrical and remaining ball field work that includes remaining irrigation, planting, and topsoil. This work is to be completed by May of 2015, which would be the completion of the entire project.

RESOLUTION

APPROVING AND AUTHORIZING EXECUTION OF SITE LEASE, SUBLEASE AGREEMENT AND CONSTRUCTION SERVICES AGREEMENT FOR LEASE-LEASEBACK AGREEMENT FOR THE CONSTRUCTION OF THE CANYON CREST ACADEMY PHASE 2 CONSTRUCTION PROJECT

ON MOTION of Member _____, seconded by Member _____, the governing board of the San Dieguito Union High School District (the "District") hereby resolves as follows:

WHEREAS, in November, 2012, the Voters approved Proposition AA to finance the work of the District for the next several years (the "Prop AA Bonds"); and

WHEREAS, the District has identified priority projects of school facilities which include the Canyon Crest Academy Phase 2 Construction Project (the "Project") at the New Middle School #5 (play field area) and Canyon Crest Academy (the "Site"), with the work to be substantially completed in May of 2015; and

WHEREAS, the project is expected to cost approximately \$16.1 million, with one hundred percent (100%) of the funding from Prop AA Bonds; and

WHEREAS, Education Code Section 17406 provides authority for the Governing Board of any school district, without advertising for bids to lease property currently owned by a school district to any person, firm, or corporation as long as such lease requires the other party to construct (or provide for the construction) of a building or buildings upon the subject property and that title to the subject property and the buildings vest in the school district at the expiration of the lease; and

WHEREAS, this Board has determined it to be in the best interest of the District and the citizens it serves to enter into a lease-leaseback agreement for the construction of the Project in order to ensure execution and completion of the Project within the short timelines for construction, to obtain a guaranteed maximum price to ensure the Project will be completed within the District's budget for the Project, optimizing funds available for construction; and

WHEREAS, the District established a committee to select firms to provide construction services for the Project through a competitive request for qualifications, of which Byrom-Davey, Inc. (the "Builder") is the firm selected; and

WHEREAS, Builder is licensed and qualified to perform the work; and

WHEREAS, pursuant to an agreement with Builder entitled Construction Services Agreement for Lease-Leaseback, the District will award the contract for construction of the Project to Builder and Builder will construct the Project; and

ITEM 15L

WHEREAS, pursuant to a site lease agreement (the "Site Lease") by and between the District and the Builder, the District will lease to the Builder the Site in order for Builder to construct the Project; and

WHEREAS, the Builder will lease the Project back to the District pursuant to a Sublease Agreement (the "Sublease"), under which the District will be required to make Sublease Payments, as such term is defined in the Sublease, to the Builder for the use and occupancy of the Project;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the San Dieguito Union High School District, that the Site Lease, Sublease Agreement, and Construction Services Agreement for Lease-Leaseback by and between the District and Builder be approved and that Christina M. Bennett, or Eric R. Dill is hereby authorized to execute the necessary documents.

PASSED AND ADOPTED by the San Dieguito Union High School District Board of Trustees at Encinitas, California, on April 3, 2014, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

State of California)

County of San Diego)

I, Beth Hergesheimer, Clerk of the Board of Trustees, do hereby certify that the foregoing is a full, true, and correct copy of a resolution accepted by said Board at a regular meeting held at its regular place of meeting by the vote above stated, which resolution is on file in the office of the said Board.

Clerk of the Board of Trustees

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 27, 2014

BOARD MEETING DATE: April 3, 2014

PREPARED BY: Torrie Norton
Associate Superintendent, Human Resources

SUBMITTED BY: Rick Schmitt
Superintendent

SUBJECT: Approval of CSEA Contract

EXECUTIVE SUMMARY

On February 27, 2014 the District concluded negotiations and reached a tentative agreement with the California School Employees Association (CSEA), Chapter 241. This agreement was ratified by the CSEA membership on March 17, 2014. Attached are the Tentative Agreements to the Master Contract since July 1, 2012.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement of the Master Contract between California School Employees Association, Chapter 241 and the San Dieguito Union High School District effective July 1, 2012 through June 30, 2015.

FUNDING SOURCE:

General Fund

ATTACHMENTS:

1. Tentative Agreements
2. Master Contract between the California School Employees Association, Chapter 241 and San Dieguito Union High School District

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
CSEA/DISTRICT NEGOTIATIONS
OCTOBER 16, 2013**

ARTICLE 10: EFFECTS OF LAYOFF

- A. An employee who will be laid off shall be given a ~~forty-five (45)~~ **sixty (60)** day written notice of layoff with options outlined, if applicable, by certified mail. An employee shall have five (5) days after receipt of notice to reply to the options, if applicable. If the employee does not reply within the five (5) days, the layoff will occur on the ~~forty-sixth (46th)~~ **sixty-first (61st)** day.

- D. Laid off employees are eligible for reemployment in the job class from which laid off for a period of thirty-nine (39) months and shall be reemployed in ~~the reverse order of layoff.~~ **seniority order.** No regular employee shall be laid off from any position while unit members are serving in a limited term, provisional or temporary position in the same job class except that the District may call substitutes to work in a limited term assignment for a maximum of thirty (30) days.

ARTICLE 22: GRIEVANCE PROCEDURE

The parties agree to form a committee to review the grievance provisions set forth in Article 22. The committee will be composed of up to three representatives appointed by the District and up to three representatives appointed by the Association. The committee will convene in January 2014. Any recommendations regarding revisions to Article 22 will be forwarded to the bargaining teams no later than June 30, 2014.

ARTICLE 28: COMPLETION OF MEET & NEGOTIATION

The provisions of this Agreement constitute the agreement of the parties for the **2012-2015** contract period. However, the parties are committed to continuing the model and relationship of the past few years, which includes an agreement to meet and discuss matters of concern to either party in an attempt to problem-solve during the term of this Agreement. This commitment to a continuing meet and discuss relationship includes all matters of mutual interest to the parties, whether contractual or otherwise, and whether or not such matters were within the knowledge or contemplation of either party at the time they met and negotiated and executed this Agreement and even though such matters may have been proposed and later withdrawn.

Tentative Agreements: Articles 10, 22 AND 28	
Date: <u>2.28.14</u>	Time: <u>8:46 a.m.</u>
Initials: District	CSEA
<u>[Signature]</u> Sue Koehnen	<u>[Signature]</u> Scott Hendries
<u>[Signature]</u> John Rajcic	<u>[Signature]</u> Ron Tackett
<u>[Signature]</u> Torrie Norton	<u>[Signature]</u> Matt Colwell
<u>[Signature]</u> Eric Dill	<u>[Signature]</u> Vetha Pierce
<u>[Signature]</u> Mike Grove	<u>[Signature]</u> David Padron for [Signature]
<u>[Signature]</u> Chris Bennett	<u>[Signature]</u> Wayne Baldwin
<u>[Signature]</u> Dan Love	<u>[Signature]</u> Debbie Windle

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
DISTRICT AND CSEA CONTRACT NEGOTIATIONS
FEBRUARY 27, 2014**

Article 1:	Agreement	TA 2/8/13
Article 3:	Representative Rights	TA 2/8/13
Article 6:	Hours of Employment	TA 2/8/13
Article 10:	Effects of Layoff	TA 10/16/13
Article 14:	Personal Property	TA 2/8/13
Article 19:	Leaves, Paid & Unpaid	TA 2/8/13
Article 22:	Grievance Procedure	TA 10/16/13
Article 28:	Completion of Meet & Negotiation	TA 10/16/13

Tentative Agreement: Appendix C

Date: 2.28.14 **Time:** 8:46 a.m.

Initials: District	CSEA
<u>SK</u> Sue Koehnen	<u>SH</u> Scott Hendries
<u>JR</u> John Rajcic	<u>RT</u> Ron Tackett
<u>TN</u> Torrie Norton	<u>MC</u> Matt Colwell
<u>ED</u> Eric Dill	<u>VP</u> Vetha Pierce
<u>MG</u> Mike Grove	<u>DP</u> David Padron <i>for DP</i>
<u>CB</u> Chris Bennett	<u>WB</u> Wayne Baldwin
<u>DL</u> Dan Love	<u>DW</u> Debbie Windle
<u>CA</u> Charles Adams	

**APPENDIX "C"
SALARY PLACEMENT – LONGEVITY BENEFITS**

New employees shall normally begin at Step 01. Placement on the salary schedule shall be made by the Board of Trustees on the recommendation of the Superintendent.

Employees shall have as their anniversary date for advancement to the next step, the beginning of the next month after completion of twelve (12) months service; i.e., the anniversary date of a contract dated November 15 shall be December 1.

A 2.5% differential pay shall be allowed for all classifications when more than 50 percent (50%) of their regularly assigned duty hours fall between the hours of 3:00 p.m. and 6:00 a.m.

A 7.5% salary increase shall be allowed for all classifications when an employee **maintains and uses** their Licensed Vocational Nurse (LVN) Certification and/or a Registered Nurse (RN) certification.

LONGEVITY BENEFITS

An increment of 2.5% salary for a twelve (12) month, eight (8) hours per day, full-time employee at the end of 10, 15, 20, 25, and 30 years respectively shall be added to the employee's annual salary. The longevity increment for those employees employed less than twelve (12) months or less than eight (8) hours per day, will be prorated in accordance with the number of months and/or hours of regular employment. In no case will a full-time employee, employed prior to 07/01/89 receive less than \$425.00 per longevity increment.

Tentative Agreements: Articles 11 and 12	
Date: <u>2.28.14</u>	Time: <u>8:46 am</u>
Initials: District	CSEA
<u>[Signature]</u> Sue Koehnen	<u>[Signature]</u> Scott Hendries
<u>[Signature]</u> John Rajcic	<u>[Signature]</u> Ron Tackett
<u>[Signature]</u> Torrie Norton	<u>[Signature]</u> Matt Colwell
<u>[Signature]</u> Eric Dill	<u>[Signature]</u> Vetha Pierce
<u>[Signature]</u> Mike Grove	<u>[Signature]</u> David Padron <i>per DP</i>
<u>[Signature]</u> Chris Bennett	<u>[Signature]</u> Wayne Baldwin
<u>[Signature]</u> Dan Love	<u>[Signature]</u> Debbie Windle
<u>[Signature]</u> Charles Adams	

ARTICLE 11: WAGES

- A. The term of the contract shall be from July 1, 2012 through June 30, 2015.
- B. For the 2012-13 and 2013-14 school years, there will be 0% increase to the salary schedule.
- C. For the 2014-15 school year: Reopener for wages and benefits.
- D. Employees shall be compensated for work performed at school activities on the Extra-Curricular Schedule in Appendix D and consistent with applicable PERS and other payroll requirements.
- E. Should a District team become eligible for CIF playoff held during working hours, the Classified coach will be given release time to accompany the team.

ARTICLE 12: FRINGE BENEFITS

For purposes of this article, **full-time** employee shall mean any employee who has a regular work assignment of at least twenty (20) hours per week. A **part-time** employee shall mean any employee who has a regular work assignment of less than twenty (20) hours per week. **Exception: Instructional Assistants. Refer to Section D.**

- A. **FLEXIBLE SPENDING ACCOUNT:** Throughout this contract, full-time employees shall receive a Flexible Spending Account in the amount of \$ \$10,381.10 (as of 1/1/14) per year with escalators as stated herein. Part-time employees (hired prior to December 3, 1999) shall receive a Flexible Spending Account in the amount of \$4,855.90 per year with escalators as stated herein.

- 1. **Escalator Clause:** The District will provide an escalator as follows:

The greater of the actual dollar premium increase for the employee only of the District approved HMO's will be added to all full-time employees' Flexible Spending Accounts. Part-time employees will receive one-half this amount applied to their Flexible Spending Accounts. **If a HMO provider (Kaiser and/or United Healthcare) is broken into multiple networks (e.g. United Healthcare Network 1, Network 2, etc.), the network that has the highest participation will be used for the escalator clause.**

Example:

HMO #1 increases \$100
HMO #2 increases \$300

All full-time employees would receive a \$300 increase in the Flexible Spending Account. All part-time employees (hired prior to December 3, 1999) would receive a \$150 increase in the Flexible Spending Account.

2. "Grandfather" Clause: The District will provide the Flexible Spending Account as described in Article 12A to employees hired prior to December 3, 1999. Employees hired on or after December 3, 1999 shall receive the following: Full-time employees shall receive a Flexible Spending Account of \$10,381.10 with escalators as stated above. Part-time employees are ineligible to receive a Flexible Spending Account; however, they may purchase medical and/or dental insurance at District rates.
3. The District will continue to maintain the four plus (4+) hour status of existing positions, excluding categorical and separately funded positions. The District and CSEA will meet and confer regarding any exceptions.
4. Where additional jobs can be made available to employees in combination positions such as "bus driver/custodial" – "instructional assistant/bus driver" without the complication of additional costs associated with health benefits, and provided the requirements of the positions allow for the position to be filled by a single qualified current employee without disrupting district work, the District agrees to consider such combinations in accordance with past practice. (No requirement to continue the position when the employee vacates the combined position).
5. Funds not utilized for the purchase of health and dental coverage may be taken as taxable cash.
6. The District shall provide an IRS 125 plan which includes premium coverage, unreimbursed medical, and child care options as a current practice subject to all IRS codes and requirements.
7. **Effective January 2014: The office visit co-pay for each medical plan offered will be outlined in the Benefits Summary provided by VEBA.**

B. HEALTH AND DENTAL PROGRAMS:

1. All full-time employees must participate in a District approved health plan which shall be at least for the "employee only" coverage, **except as is outlined in "D" below**. These plans shall be paid out of the Flexible Spending Account.
2. A "District Approved Plan" is a plan approved by the Classified Insurance Committee and the District.
3. A Classified Insurance Committee composed of four (4) unit members appointed by CSEA Chapter President and two members appointed by the Associate Superintendent of Human Resources shall mutually determine which health and dental plans shall be included as District approved plans yearly.
4. All full-time employees shall have the option of purchasing any available dependent coverage for health and/or dental.

5. All part-time employees shall have the option of purchasing any/all of the available plans for employee only and/or employee dependents.

C. DENTAL INSURANCE

The District shall pay for dental insurance for **all** full-time employees. Employees shall have the option to choose one of the following:

1. Fee for Service Insurance – The District shall provide an insurance option, which provides for employee-only coverage at the dentist of your choice.
2. Dental Maintenance Organization – A Dental Maintenance Organization (D.M.O.) shall be available as an option to the regular fee for service carrier. Full dependent coverage shall be offered through the D.M.O. carrier. The District shall contribute an amount up to the cost of the employee-only fee for service premium toward the cost of employee and dependent premiums under the D.M.O.

D. BENEFITS FOR INSTRUCTIONAL ASSISTANTS

Beginning March 1, 2014 the District shall provide a medical insurance option for Instructional Assistants that have their assigned time increased between 4.0 and 7.0 hours/day.

The District shall contribute the full cost of the employee-only purchase price for Kaiser or United Healthcare, Network 1, less \$300 per year.

Instructional assistants may opt to waive the above medical insurance. The waiver will not be available in the event that it negatively impacts the insurance rates for the unit, or if District insurance providers withdraw permission for the option. Employees must notify Human Resources in writing of their intent to waive the medical insurance.

Beginning no later than January 1, 2016, the District will not maintain combination assignments unless lack of attrition does not allow. (Example: 3.90/3.00 FTE job assignments.) If a single instructional assistant job requires four (4) or more hours, the position will be filled with one employee. The District and CSEA will meet and confer regarding any exceptions.

Current Employees, hired on or before March 1, 2014, will be offered the first 30 positions, unless or until there are no current employees that want additional hours.

Current benefited Instructional Assistants hired prior to March 1, 2014 will maintain their full-time employee rights/benefits/flex as stated throughout this Article and will not be covered by the provisions of this section.

E. INCOME PROTECTION

For the duration of this contract, the District will continue to provide an income protection insurance plan for employees who work one-half time or more. The District may change carriers at its discretion as long as coverage is the same.

F. TAX SHELTERED PROGRAMS

Employees may participate in any tax sheltered program of their choice that is consistent with District payroll and provider requirements. The Board will provide payroll deduction for this purpose upon authorization by the unit member.

G. LIFE INSURANCE

The District shall provide and pay for a \$50,000 term life insurance policy for all full-time employees.

H. BENEFITS FOR RETIREES

A person who retires from the District and who has been an employee of the District for ten (10) years, and is age 50 or older, and remains in the insurance carrier's service area, shall receive the same major medical coverage provided by the District. Retirees who move to an area outside the service area of the District's carriers shall receive in cash what the District would have paid on such retiree's behalf if the retiree had remained in the service area. The District will pay for employee coverage at the cost of the current group rate at the year of retirement.

The retiree shall receive medical benefits for a period of ten (10) years or until age 65, whichever comes first. The District and CSEA agree to meet in the case that the age of social security changes, in order to address this section.

Short-term unpaid leaves of absence, one to ten (1 to 10) consecutive days, will not affect the ten (10) years of service.

**San Dieguito Union High School District
Human Resources Division
District Package Proposal: February 8, 2013**

ARTICLE 1: AGREEMENT

This Agreement is made and effective on July 1, 2012 by and between the SAN DIEGUITO UNION HIGH SCHOOL DISTRICT, hereinafter referred to as the "District" and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its SAN DIEGUITO CHAPTER # 241, hereinafter referred to as "CSEA."

2/8/13: District Agrees

Tentative Agreement	
Date: <u>2/8/13</u>	Time: <u>1:20 pm</u>
Initials: District	CSEA
<u>SK</u> Sue Koehnen	<u>SH</u> Scott Hendries 1:25
<u>JR</u> John Rajcic	<u>RT</u> Ron Tackett
<u>TN</u> Torrie Norton	<u>MC</u> Matt Colwell
<u>ED</u> Eric Dill	<u>VP</u> Vetha Pierce
<u>MG</u> Mike Grove	<u>DP</u> David Padron
<u>CB</u> Chris Bennett	<u>WB</u> Wayne Baldwin
<u>DL</u> Dan Love	<u>DW</u> Debbie Windle
	<u>ANP</u> Arturo Navarro Perez
	<u>SW</u> Sandy Woodruff 2-8-13

ARTICLE 3: REPRESENTATIVE RIGHTS

M. The District will provide all bargaining unit employees with a District e-mail account and provide on-site access to that e-mail account.

2/8/13: District Agrees

Tentative Agreement	
Date: <u>2/8/13</u>	Time: <u>1:20 pm</u>
Initials: District	CSEA
<u>SK</u> Sue Koehnen	<u>SH</u> Scott Hendries 1:25
<u>JR</u> John Rajcic	<u>RT</u> Ron Tackett
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<u>DL</u> Dan Love	<u>DW</u> Debbie Windle
	<u>ANP</u> Arturo Navarro Perez
	<u>SW</u> Sandy Woodruff 2-8-13

ARTICLE 6: HOURS OF EMPLOYMENT

G. Bus driver standby time shall be paid at the employee's regular rate. While bus drivers are on standby time, they shall remain with their vehicle for safety purposes. (move to Section N.2.d.)

J. A survey of Instructional Assistant preferences for assignment must be provided on or about April 1 and returned prior to April 15. Instructional Assistants will be advised of their tentative assignment prior to the end of the school year. Any changes to that assignment will be noticed during the summer as soon as known. Instructional Assistants who have concerns about their assignment shall address those concerns to Pupil Services Special Education in a timely manner.

N. Transportation Section

1. Distribution of Work Load

- a. Guarantee of Hours – All routes during the School Term + 5 Calendar will be structured to provide a four (4) hour guarantee of work or pay to 60% of Drivers and 100% of Bus Attendants and a five (5) hour guarantee for 40% of Drivers.
- b. All routes for school bus drivers are guaranteed a minimum of four (4) hours during any and all days worked outside the 187 day School Term + 5 calendar. (See Article 15: Calendar Definitions in Master Contract)

Tentative Agreement	
Date: <u>2/8/13</u>	Time: <u>1:20 pm</u>
Initials: District	CSEA
<u>SK</u> Sue Koehnen	<u>SH</u> Scott Hendries <u>1:25</u>
<u>JR</u> John Rajcic	<u>RT</u> Ron Tackett
<u>TN</u> Torrie Norton	<u>MC</u> Matt Colwell
<u>ED</u> Eric Dill	<u>VP</u> Vetha Pierce
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<u>CB</u> Chris Bennett	<u>WB</u> Wayne Baldwin
<u>DL</u> Dan Love	<u>DW</u> Debbie Windle
	<u>ANP</u> Arturo Navarro Perez
	<u>SW</u> Sandy Woodruff <u>2-8-13</u>

SH
14

ARTICLE 15: PERSONAL PROPERTY

B. Mechanics' Tools: Mechanics required to bring tools to work in order to perform their duties shall be granted up to one thousand dollars (\$1000.00) per year to purchase tools and/or parts for the purpose of updating, repair, or replacement of personal tools.

2/8/13: District Agrees

Tentative Agreement	
Date: <u>2/8/13</u>	Time: <u>1:20 pm</u>
Initials: District	CSEA
<u>SK</u> Sue Koehnen	<u>SH</u> Scott Hendries <u>1:25</u>
<u>JR</u> John Rajcic	<u>RT</u> Ron Tackett
<u>TN</u> Torrie Norton	<u>MC</u> Matt Colwell
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<u>CB</u> Chris Bennett	<u>WB</u> Wayne Baldwin
<u>DL</u> Dan Love	<u>DW</u> Debbie Windle
	Arturo Navarro Perez
	<u>SW</u> Sandy Woodruff <u>2-8-13</u>

ARTICLE 19: LEAVES, PAID & UNPAID

E. Personal Necessity Leave

2/8/13 Proposal: District will not require a reason for Personal Necessity on the Personal Necessity form.

Tentative Agreement	
Date: <u>2/8/13</u>	Time: <u>1:20 pm</u>
Initials: District	CSEA
<u>SK</u> Sue Koehnen	<u>SH</u> Scott Hendries 1:25
<u>JR</u> John Rajcic	<u>RT</u> Ron Tackett
<u>TN</u> Torrie Norton	<u>MC</u> Matt Colwell
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<u>CB</u> Chris Bennett	<u>WB</u> Wayne Baldwin
<u>DL</u> Dan Love	<u>DW</u> Debbie Windle
	Arturo Navarro Perez
	<u>SW</u> Sandy Woodruff 2-8-13

TA: 4/16/13
11:30
JRM

Ground Rules for SDUHSD AND CSEA Negotiations January 16, 2013

1. WORKING WITH A MUTUAL GAINS APPROACH

This means –

- trying to avoid fixed positions in entering into and engaging in bargaining;
- consciously looking for underlying interests and needs in formulating proposals that are intended in due course to be taken up in a new agreement;
- looking to accommodate the other party's interests and needs
- looking for options to promote interests, one's own and the other side's, and not jumping straight to outcomes that serve one side's interests only;
- showing confidence and imagination in exploring options;
- taking a longer-term view of things.

2. DISCLOSURE OF RELEVANT INFORMATION

Upon request, a party will disclose to the other information which is reasonably and legitimately required to substantiate and respond to proposals.

3. CONDUCT IN NEGOTIATIONS

The parties commit to negotiate with each other in good faith to reach a new agreement as expeditiously as possible. To give practical effect to the concept of good faith negotiation, the parties will:

- Prepare well; including pre-circulation of materials where possible and flagging next agenda at end of each meeting.
- Endeavour to secure an agreed outcome and maintain consistent and appropriate representation to assist in achieving the agreed outcome;
- Deliver on agreed action items within agreed timeframes;
- Act professionally towards each other;
- Treat each other with respect;
- Refrain from tactics which have the effect of undermining confidence in the negotiation process;
- Listen carefully to each other;
- Endeavour to understand, and in so far as they are able, provide for each others interests;
- Avoid personality issues influencing discussion and behavior, i.e. separate the person from the problem;
- Avoid confrontational and highly positional negotiation styles;
- Avoid interrupting other participants or engaging in sidebar conversations;
- Avoid repeating what others have already said;
- Adopt a problem-solving, solution orientated approach to the issues;
- Exercise proper judgment when making public comments.

Agreement:

Ron Tackett
David Padron
Sandy Woodruff
Vetha Pierce
Arturo Navarro Perez
Debbie Windle
Matt Colwell
Wayne Baldwin
Scott Hendries

RT 1/16/13
DUP
SWJ-16-13
VP
APN
dw
MC
WB - 1/16/13
SH 1/16/13

Torrie Norton
Sue Koehnen
Mike Grove
Eric Dill
Dan Love
Chris Bennett
John Rajcic

TN
SK
absent SK
CB
JR

Full-time benefit employee INSTRUCTIONAL ASSISTANTS LIST AS OF 02/27/1
 Grandfather benefit employee

FullName	Jobs	FTE
Al-Shamma, Maria L	Instructional Assistant-SpEd(NS)	0.4875
Anderson, Lara	Instructional Assistant-SpEd(NS)	0.4875
Arnold, Heather	Instructional Assistant-SpEd(NS)	0.3750
Arreguin, Tania V	Instructional Assistant-SpEd(SH)	0.7500
Becerra, Maria Lucila	Instructional Assistant-SpEd(NS)	0.4875
Becker, Deana L	Instructional Assistant-SpEd(NS)	0.7813
Beermann-Young, Ariel	Instructional Assistant-SpEd(SH)	0.4875
Bernard, Karen E	Instructional Assistant-SpEd(SH)	0.7500
Boatner, Patricia A	Instructional Assistant-SpEd(NS)	0.4875
Bottomley, Susan B	Instructional Assistant-SpEd(NS)	0.4875
Bramble, May G	Instructional Assistant-SpEd(NS)	0.4875
Bucher, Patricia	Instructional Assistant-SpEd(SH)	0.7500
Bulleit, Katharin K	Instructional Assistant-SpEd(NS)	0.4875
Burton, Marina	Instructional Assistant-SpEd(SH)	0.7500
Camacho, Norma	Instructional Assistant-SpEd(SH)	0.7500
Carl, Lori L	Instructional Assistant-SpEd(NS)	0.4875
Castaneda, Christina D	Instructional Assistant-SpEd(SH)	0.7500
Cervantes, Adan	Instructional Assistant-SpEd(SH)	0.8125
Chapmanburke, Elizabeth	Instructional Assistant-SpEd(NS)	0.4875
Clark-Burrell, Rochelle	Instructional Assistant-SpEd(NS)	0.3750
Crosby, Kalani	Limited Term IA-SpEd (SH)	0.6875
Crowe, Karen K	Instructional Assistant-SpEd(NS)	0.4875
Deans, Lorena L	Instructional Assistant-SpEd(NS)	0.3750
Dempsey, Patricia	Instructional Assistant-SpEd(NS)	0.4875
Dupree, Janine	Instructional Assistant-SpEd(SH)	0.8125
Ersoz, Pelin	Instructional Assistant-SpEd(NS)	0.4875
Ferrer, Jesus G	Instructional Assistant-SpEd(SH)	0.7500
Flores, Rodolfo	Instructional Assistant-SpEd(SH)	0.4875
Fogelstrom, Nancy J	Instructional Assistant-SpEd(NS)	0.4875
Franco, Andrea	Instructional Assistant-SpEd(NS)	0.3750
Fux, Jaya	Instructional Assistant-SpEd(NS)	0.4875
Gibson, Anne K	Instructional Assistant-SpEd(NS)	0.3750
Glica, Steven R	Instructional Assistant-SpEd(SH)	0.8750
Gomez Voss, Leila M	Instructional Assistant-SpEd(NS)	0.3750
Gonzalez, Michael	Instructional Assistant-SpEd(NS)	0.4875
Green, Shawn M	Instructional Assistant-SpEd(SH)	0.4875
Gunnarsson, Louise	Instructional Assistant-SpEd(SH)	0.7500
Gurrola, Francisco E	Instructional Assistant-SpEd(NS)	0.4875
Gutierrez, Guadalupe	Instructional Assistant-SpEd(SH)	0.7500
Haas-Egan, Colleen	Instructional Assistant-SpEd(SH)	0.4875
Hansen, Susan	Instructional Assistant-SpEd(NS)	0.3750
Haragos, Shelley	Instructional Assistant-SpEd(NS)	0.4875

Full-time benefit employee INSTRUCTIONAL ASSISTANTS LIST AS OF 02/27/1
Grandfather benefit employee

FullName	Jobs	FTE
Hein, Marlene S	Instructional Assistant-SpEd(NS)	0.8125
Henry, Sue A	Instructional Assistant-SpEd(NS)	0.4875
Herring, Victoria	Instructional Assistant-SpEd(SH)	0.7500
Hoyle, Amy B	Instructional Assistant-SpEd(SH)	0.7500
Hubbard, Bridget F	Instructional Assistant-SpEd(NS)	0.4875
Huston, Teresa H	Instructional Assistant-SpEd(NS)	0.4875
Issler, Emily	Instructional Assistant-SpEd(NS)	0.3750
Jones, Dawn C	Instructional Assistant-SpEd(NS)	0.4875
Juve, Robert M	Instructional Assistant-SpEd(NS)	0.4875
Kravzov, Susana W	Instructional Assistant-SpEd(NS)	0.4875
LaBeau, Terri C	Instructional Assistant-SpEd(NS)	0.4875
LeFon, Mary H	Instructional Assistant-SpEd(SH)	0.7500
Leftwick, Lorraine M	Instructional Assistant-SpEd(NS)	0.4875
Lopez, Kathleen P	Instructional Assistant-SpEd(SED)	0.4875
Luce, Sonja L	Instructional Assistant-SpEd(NS)	0.4875
Magana, Vanessa	Instructional Assistant-SpEd(NS)	0.4875
McGraw, Corina Y	Instructional Assistant-SpEd(SH)	0.7500
McKeon, Lynne	Instructional Assistant-SpEd(NS)	0.4875
Mealy, Linda G	Instructional Assistant-SpEd(NS)	0.4875
Mendoza, Mariela	Instructional Assistant-SpEd(NS)	0.4875
Milone, Josephine	Instructional Assistant-SpEd(NS)	0.3750
Morton, Christopher T	Instructional Assistant-SpEd(NS)	0.4875
Muckle, Iliana	Instructional Assistant-SpEd(NS)	0.3750
Muckle, Jr., Alexander P	Instructional Assistant-SpEd(SH)	0.7500
Mulcahy, Claudia A	Instructional Assistant-SpEd(NS)	0.3750
Munger, James	Instructional Assistant-SpEd(SH)	0.4875
Murray, Mary	Instructional Assistant-SpEd(NS)	0.3750
Navarro Perez, Arturo	Instructional Assistant-SpEd(NS)	0.4875
Nocito, Jason	Instructional Assistant-SpEd(SH)	0.7500
Olson, Karen A	Instructional Assistant-SpEd(SH)	0.7500
Orozco, Eugene C	Instructional Assistant-SpEd(NS)	0.4875
Peters, Mandy	Instructional Assistant-SpEd(NS)	0.4875
Peterson, Allisen	Instructional Assistant-SpEd(SH)	0.4875
Pronko, Nancy	Instructional Assistant-SpEd(NS)	0.4875
Raymond, Jacqueline E	Instructional Assistant-SpEd(NS)	0.4875
Reyes, Silverio M	Limited Term IA-SpEd (NS)	0.6563
Richards, Barbara	Instructional Assistant-SpEd(NS)	0.8125
Richards, Jessica	Instructional Assistant-SpEd(NS)	0.4875
Rincon, James R	Instructional Assistant-SpEd(SH)	0.7500
Rincon, Sandra A	Instructional Assistant-SpEd(SH)	0.7500
Rios, Emily	Instructional Assistant-SpEd(NS)	0.3750
Roberts, Suzanne E	Instructional Assistant-SpEd(NS)	0.3750

Full-time benefit employee INSTRUCTIONAL ASSISTANTS LIST AS OF 02/27/1
Grandfather benefit employee

FullName	Jobs	FTE
Rodriguez, Danielle L	Instructional Assistant-SpEd(SH)	0.4875
Roy, Neelam	Instructional Assistant-SpEd(NS)	0.4875
Rubinstein, Margaret	Instructional Assistant-SpEd(NS)	0.3750
Sanderson, Tate E	Instructional Assistant-SpEd(SH)	0.8125
Santamaria, Kelsey	Instructional Assistant-SpEd(NS)	0.3750
Scherer, Kathryn G	Instructional Assistant-SpEd(NS)	0.3750
Schleining, Natalie	Instructional Assistant-SpEd(NS)	0.4875
Sherman, Adriana	Instructional Assistant-SpEd(SH)	0.4875
Shull, Maureen J	Instructional Assistant-SpEd(SH)	0.7500
Shultz, Jan R	Instructional Assistant-SpEd(SH)	0.7500
Slipper, Vera U	Instructional Assistant-SpEd(NS)	0.3750
Snedeker, Timothy J	Instructional Assistant-SpEd(SH)	0.7500
Sorour, Heidi	Instructional Assistant-SpEd(NS)	0.4875
Stewart, John Jeffrey	Instructional Assistant-SpEd(NS)	0.4875
Tackett, II, Ron E	Instructional Assistant-SpEd(NS)	0.4875
Tadeo, Enrique M	Instructional Assistant-SpEd(NS)	0.4875
Tatroo, Charlotte	Instructional Assistant-SpEd(NS)	0.4875
Thomsen, Gail	Instructional Assistant-SpEd(NS)	0.4875
Tico, Becky S	Instructional Assistant-SpEd(NS)	0.4875
Travis, Michele R	Instructional Assistant-SpEd(NS)	0.4875
Vijoe, Massie	Instructional Assistant-SpEd(SH)	0.7500
Volpe, Cassandra	Instructional Assistant-SpEd(NS)	0.3750
Wagner, Nathalie	Instructional Assistant-SpEd(NS)	0.3750
Warren, Holly A	Instructional Assistant-SpEd(NS)	0.4875
Wengronowitz, Cheri	Instructional Assistant-SpEd(NS)	0.3750
Zeller, Shaylee P	Instructional Assistant-SpEd(SH)	0.7500

MASTER CONTRACT

Between

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,
SAN DIEGUITO CHAPTER #241

and

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

Effective July 1, 2012 through June 30, 2015

Master Contract

Table of Contents

(Click to follow link to article)

Article 1:	Agreement	2
Article 2:	Recognition.....	3
Article 3:	Representative Rights	4
Article 4:	District Rights.....	6
Article 5:	Organizational Security/Dues Or Fees	7
Article 6:	Hours Of Employment	10
Article 7:	Transfer	16
Article 8:	Promotions.....	17
Article 9:	Working Out Of Classification	18
Article 10:	Effects Of Layoff	19
Article 11:	Wages.....	21
Article 12:	Fringe Benefits.....	22
Article 13:	Professional Growth Incentive Program	25
Article 14:	Personal Property	26
Article 15:	Vacations	27
Article 16:	Holiday Calendar	30
Article 17:	Classification & Reclassification	31
Article 18:	Safety Conditions Of Employment	32
Article 19:	Leaves, Paid & Unpaid	33
Article 20:	Verification Of Absence	40
Article 21:	Evaluation Process And Personnel File.....	41
Article 22:	Grievance Procedure	43
Article 23:	Support Of Agreement.....	47
Article 24:	Effect Of Agreement	48
Article 25:	Concerted Activities	49
Article 26:	Savings Provision	50
Article 27:	Attendance Of Non-Resident Students.....	51
Article 28:	Completion Of Meet & Negotiation	52
	Approval Of Agreement	53
Appendix “A”	Classified Range/Position	54
Appendix “B”	Classified Salaries	545
Appendix “C”	Salary Placement – Longevity Benefits	59
Appendix “D”	Extra-Curricular Schedule.....	60

ARTICLE 1: AGREEMENT

This Agreement is made and effective on **July 1, 2012** by and between the SAN DIEGUITO UNION HIGH SCHOOL DISTRICT, hereinafter referred to as the “District” and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its SAN DIEGUITO CHAPTER # 241, hereinafter referred to as “CSEA.”

ARTICLE 2: RECOGNITION

ITEM 16

The District recognizes CSEA as the exclusive representative for all classified employees of the District as shown in "Appendix A." For purposes of this Agreement, "employee" means those individuals covered by this Agreement.

Specifically excluded from recognition are all other classified employees, including but not limited to:

1. Substitutes (does not include probationary permanent employees)
2. Management Employees
3. Supervisory Employees
4. Confidential Employees
5. Readers
6. Student Interns (AVID Tutors)

ARTICLE 3: REPRESENTATIVE RIGHTS

ITEM 16

CSEA shall have the following rights under this agreement:

- A. The right to transact official CSEA business on District property provided that it does not interfere with employees while working or otherwise on duty.
- B. The right to post notices of activities and matters of CSEA concern on District bulletin boards, at least one of which shall be provided at each work site in the District.
- C. The right to use the District mail service and employee mail boxes, voice mail and e-mail for communication to employees provided that all such communications clearly reflect that the information is from CSEA and that a copy of all such information be forwarded to the Superintendent and site manager at the same time it is given to CSEA members. District mail, e-mail, and/or voice mail may not be used for the purpose of concerted activity.
- D. The right to use the facilities of the District for matters of CSEA business at reasonable times as provided under the Civic Center Act.
- E. Notices in mailboxes, on bulletin boards and e-mail shall not defame or ridicule the District or its personnel.
- F. CSEA, upon request, shall be supplied with a complete alphabetical roster which shall include: each employee's name, hire date, percentage of full-time assignment, current classification and work location.
- G. CSEA shall receive copies of the budgetary materials which are public information.
- H. A total of forty (40) days of paid leave shall be granted the CSEA President or his/her designee, each year to perform CSEA functions. Whenever possible, the President shall notify the District at least two (2) days prior to taking such leaves. In addition, up to five (5) unit members shall receive five (5) days each of paid released time to attend the CSEA Annual Conference.
- I. The District will provide a phone and facsimile line as CSEA extensions with the understanding that unit members are to call that number for CSEA business rather than particular CSEA officers. Space will be made available for secure storage space for CSEA materials.
- J. Within a reasonable period of time after the execution of this contract, the District shall print or duplicate and provide without charge copies of this contract to CSEA. The contract will be installed on the District/CSEA Master Contract website and updated. The hard copy of the contract is the official agreement between CSEA and the District.
- K. The right for one (1) CSEA Representative to participate in District conducted orientation sessions held for new bargaining unit employees.
- L. In order to keep employees informed, ensure employee involvement in decision making, and to gain employee ownership of decisions, CSEA shall be provided opportunities to participate on various District Committees. Such participation shall include, but not be limited to, committees dealing with budget, legislation,

classification, safety, and employee benefit issues. When such a committee is being formed, the District shall consult with CSEA on the composition and process of the committee.

ITEM 16

M. The District will provide all bargaining unit employees with a District e-mail account and provide onsite access to that e-mail account.

ARTICLE 4: DISTRICT RIGHTS

ITEM 16

Except as specifically limited by the terms of this contract and the Personnel Commission Rules and Regulations, the District retains all of its rights, duties, power and authority to direct and control under the law, including but not limited to:

- A. Direct the work of its employees.
- B. Determine the method, means and service to be provided.
- C. Establish the educational philosophy and the goals and objectives.
- D. Ensure the rights and educational opportunities of students.
- E. Determine the staffing patterns.
- F. Determine the number and kinds of personnel required.
- G. Determine the classifications of positions.
- H. Maintain the efficiency of District operations.
- I. Determine the courses and curriculum.
- J. Construct, acquire, move and modify facilities.
- K. Develop a budget.
- L. Develop and implement budget procedures.
- M. Determine the methods of raising revenue.
- N. Contract out work as provided by law.
- O. Hire, assign, evaluate, promote, terminate, demote and discipline employees.
- P. Right to amend, modify and rescind policies, procedures and practices in the event of an emergency as determined by the District in its sole discretion. This section is expressly excluded from the provisions of Article 22, Grievance Procedure, of this contract.
- Q. All other rights, duties, power and authority not expressly prohibited under Senate Bill 160 (1975) or other provisions of law applicable to the District.

ARTICLE 5: ORGANIZATIONAL SECURITY/DUES OR FEES

ITEM 16

- A. Any employee who is a member of CSEA or who has applied for membership may sign and deliver to the Board of Trustees an assignment authorizing deduction of membership dues. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year for purposes of the member's transferring to agency fee payer status or religious objection. Pursuant to such authorization, the Board of Trustees shall deduct such dues from the regular salary warrant of the employee each month for ten (10) months. For employees who sign such authorization after the commencement of the school year, membership dues and deduction for dues shall be appropriately prorated to complete payments by the end of the school year.
- B. With respect to all sums deducted by the Board of Trustees pursuant to authorization of the employee, the Board of Trustees agrees promptly to remit such monies to CSEA accompanied by an alphabetical list of employees for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.
- C. Upon appropriate written authorization from any unit member, the Board of Trustees shall deduct from the salary of the employee and make appropriate remittance for credit union, savings bonds, political action committees, or any other plan or program approved by the Board of Trustees.
- D. CSEA agrees to furnish any information needed by the Board of Trustees to fulfill the provisions of this Article.
- E. An employee who revokes his/her authorization for the payroll deduction of member dues, shall transmit such dues to CSEA in conformity with the following payment schedule:

- a. Monthly dues by the 10th of each month, or
- b. Payment in full by October 10th

- F. The District shall put into effect any new, changed, or discontinued dues deduction submitted in writing by CSEA thirty (30) days prior to the date deduction is desired.

G. Agency Fee Provisions

Any employee who is not a member of the California School Employees Association, CSEA, or who does not make application for membership thirty (30) days of the effective date of this section of the agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit following the effective date of this section of the agreement, shall either become a member of CSEA or pay to CSEA a fee in an amount equal to standard initiation fees, unified membership dues and general assessments. Such fee is payable to CSEA in one lump sum cash payment or the employee may authorize payroll deduction for such fee in the same manner as provided in Section A of this Article. In the event that an employee shall not pay such fee directly to CSEA, or authorize payment through payroll deduction, CSEA shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Educational Code section 45168 and in the same manner as set forth in Section A of this Article. There shall be no charge to CSEA for such mandatory agency fee deductions. Each

non-member who is required to pay an agency fee shall annually receive written notification from CSEA of the amount of the deduction and procedures which he/she must follow to receive a rebate for non-representation activities during the year and the procedure for appealing all or any part of the agency fee.

H. Remittance of Dues and Agency Fees

With respect to all sums deducted by the District, whether for membership dues or agency fee, the District agrees promptly, within fifteen (15) days, to remit such monies to CSEA accompanied by an alphabetical list of employees for whom deductions have been made, categorizing them as to membership or non-membership in CSEA, and indicating any changes in personnel from the list previously furnished.

I. Religious Objections

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 or financially support the California School Employees Association, CSEA, as a condition of employment. Such employee shall pay, in lieu of a service fee, a sum equal to such agency fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under section 501(c)(3), of Title 16 of the Internal Revenue Code:

- a. American Cancer Society
- b. American Heart Association - San Diego Chapter
- c. National Multiple-Sclerosis Society
- d. Casa de Amparo

Such payment may be made on or before November 1 of each school year, or the employee shall authorize payroll deduction in the same manner as provided in Section A of this Article.

Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to this section, shall be made on an annual basis to CSEA and the District, as a condition of continued exemption from the provisions of Sections A and G above. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the agency fee has been made. No in-kind services or benefits may be received by the employee in exchange for this contribution. Such proof shall be presented on or before November 1 of each school year. Any employee making payments as set forth in this section, who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for payment to CSEA, the reasonable cost of using said grievance or arbitration procedures.

J. Provisions of Information

CSEA agrees to furnish any information needed by the District to fulfill the provision of this Article.

K. Indemnification

CSEA shall indemnify, defend and hold harmless the District against any administrative action before the Public Employment Relations Board and/or any court action challenging the legality or constitutionality of this Article of this Agreement or its implementation.

CSEA shall have the exclusive right to decide and determine whether any such action or proceedings referred to in the above paragraph, shall or shall not be compromised, resisted, defended, tried, or appealed.

ARTICLE 6: HOURS OF EMPLOYMENT

ITEM 16

- A. The maximum number of hours of regular employment of an employee is eight (8) hours per day, forty (40) hours per week for five (5) consecutive days. However, the District may employ persons for lesser periods and may, through authorized administrators, direct and authorize employees to work in excess of eight (8) hours in one day or forty (40) hours in one week.
- B. The Board of Trustees may establish a ten (10) hours per day, forty (40) hour, four-day work week for all or certain classes of its employees with the mutual consent of CSEA.
- C. Overtime is directed and authorized working time in excess of eight (8) hours in one day (except if the Board of Trustees adopts Section B above) or forty (40) hours in one calendar week. An employee who works authorized overtime shall be paid at a rate equal to one and one-half times his/her regular rate of pay for the overtime worked. Any employee working on the sixth or seventh day shall be compensated at the overtime rate for any work performed. Overtime shall be computed to the nearest quarter of an hour worked.

Overtime shall be distributed on a priority basis as follows:

- 1. Top priority for all overtime will be given to employees in the same job family within each department on the same site on a rotation basis. Employees working in the Grounds, Maintenance, Technology, Transportation and Warehouse departments will be offered overtime work based on their department seniority. Exceptions may be made for tasks which require special skills. On September 1 of each year, all employees in the same department and job family will be allowed to place their name on the overtime list based on original district date of hire. When overtime is available, the supervisor will offer the overtime to the first person on the list. That employee may accept the assignment, reject the assignment or waive the assignment. If the employee accepts or rejects the assignment, his/her name moves to the bottom of the list. If he/she waives the assignment, his/her name remains at the same position on the list. An employee may waive only one time between September 1 and August 31 of the following year.
 - 2. If the supervisor offers the overtime to all employees on the list and no one accepts, the supervisor may offer the overtime to another employee in the same job family who is assigned on the same site.
 - 3. If there are no qualified employees under #2 above, the supervisor may offer the overtime to any other district employee who has demonstrated the ability to perform the required activity with preference to employees in the same job family.
- D. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off or other paid leave of absence shall be considered as time worked by the employee.
 - E. The employee shall have the option of receiving overtime pay or compensatory time off for any overtime worked. Compensatory time off shall be used within a ninety (90) day period of being earned at the mutual agreement of the employee and

his/her supervisor. If compensatory time off is not used within the ninety (90) day period, the employee shall receive pay for the overtime worked unless an extension is mutually agreed to by the employee and his/her supervisor.

- F. Call-back time is when a unit member is requested and reports to work after having left his/her regular duty station following the completion of a regular workday/work shift/workweek. The employee shall be paid for a minimum of two (2) hours at the appropriate rate of pay (regular, overtime or holiday pay without regard to the length of time worked).

This provision does not apply to pre-scheduled extra duty where two tasks are required during a day at separate times (e.g. opening and closing facilities, turning on or off water, gas, electric, etc.). In such situations, employees who complete both tasks shall receive either two (2) hours of pay at the appropriate rate or receive compensation at the appropriate rate for the actual time it takes to perform both tasks, whichever is greater.

- G. Bus driver standby time shall be paid at the employee's regular rate. While bus drivers are on standby time, they shall remain with their vehicle for safety purposes.
- H. All employees who normally work in excess of four (4) hours per day shall be granted rest periods which, insofar as practical, shall be in the middle of the work period at the rate of fifteen (15) minutes per four (4) hours worked. Rest periods may not be used to shorten or rearrange the work day.
- I. A change of the hours of employment of an employee shall adhere to the following limitations:
1. An employee's hours of employment may be changed with two (2) weeks prior notice up to but not more than thirty (30) minutes total in any single fiscal year.
 2. An employee's hours of employment may be changed more than thirty (30) minutes but not more than one (1) hour, fifty-nine (59) minutes in any single fiscal year provided the District provides justification for such change to the employee and CSEA. Such affected employee shall be provided a one-time stipend of \$375 and a two-week notice.
 3. An employee's hours of employment may be changed two (2) hours or more in any single fiscal year provided the District provides justification for such change to the employee and CSEA and a six- (6) month advance notice is provided to the affected employee. Such affected employee shall be provided a one-time stipend of \$750 provided the change in hours of employment was District initiated.

Changes in hours of employment of employees shall be based on seniority within a job class at a work site. Such affected employees shall have first priority based on seniority to transfer to the first vacant position with the same hours of employment as their previous position.

EXCEPTIONS

During the summer months or holiday periods, or in the event of an emergency (i.e. a major change in school starting times, major school schedule changes, year-round school, major district reorganization or other unforeseen circumstances, or in the

case of Instructional Assistants and/or Bus Attendants who are categorically funded such as special education or bilingual), the District shall have the right to change an employee's hours of employment without regard to the above provisions.

- J. A survey of Instructional Assistant preferences for assignment must be provided on or about April 1 and returned prior to April 15. Instructional Assistants will be advised of their tentative assignment prior to the end of the school year. Any changes to that assignment will be noticed during the summer as soon as known. Instructional Assistants who have concerns about their assignment shall address those concerns to **Special Education** in a timely manner.
- K. All employees who are employed for more than five (5) hours per day shall be entitled to an uninterrupted lunch period after they have been on duty for four (4) hours. The length of such lunch period shall be a minimum of thirty (30) minutes and shall be as close to the mid-point in the work shift as possible. This shall not preclude the lunch period from being changed in the event of an emergency or to ensure proper coverage of work stations.
- L. Assignment to vacant food service positions shall be based on seniority within classification for those employees who, on their regularly scheduled evaluation were rated satisfactory or outstanding, who desire a position of equal or greater assigned time, and who have demonstrated they possess the skills to successfully perform in the vacant position.

M. Lunch & Break Schedule

<i>Hours Worked</i>	<i>Break Period</i>	<i>Lunch Period</i>
1 hour	None	None
2 hours	None	None
3 hours	None	None
4 hours	15 minutes	None
5 hours	15 minutes	30 minutes*
6 hours	15 minutes	30 minutes*
7 hours	15 minutes	30 minutes*
8 hours	2-15 minutes breaks	30 minutes*

*one 30-minute uninterrupted lunch period-**not paid**-as close as possible to the midpoint of work shift

*fiscal year = July 1 – June 30

N. TRANSPORTATION SECTION:

1. Bidding

- a. Bus Drivers and Bus Attendants will bid three (3) times per school year as follows:
- b. In August with an effective date of start of school
- c. In October with an effective date of November 1st and
- d. In February with an effective date of March 1st.
- e. Bid work hours of employment are guaranteed for the duration of the bid.
- f. There will be no routes bid with temporary work. Work that is scheduled and goes beyond 30 calendar days will be put up for bid.
- g. Extra Work will be posted for bidding in conjunction with the regular routes.
- h. Three (3) weeks after each bid, any routes that increase by one-half hour or more will be re-bid.
- i. Drivers shall have the right to bid for buses to be driven on their routes. Bus categories (such as 90 passenger, 20 passenger, wheel chair bus, etc.) may be assigned to routes based on fuel efficiency, maximum capacity and student needs either individually or in groups. Fuel efficiency will be determined by diesel, gas or CNG use. Maximum capacity is determined by student count. Student needs are based on individual assessment.
- j. Instructions for bidding, route packets and spreadsheets will be available and posted for review at least three (3) working days prior to bid date.
- k. Employees who bid on flex routes do not have an assigned route and will be assigned routes as needed. In the case when no assigned routes or field trip(s) are available, the employee will be assigned a ride along or other work as directed by the Director of Transportation and/or a designee.
- l. Available Routes outside the School Term +5, 187 work days Calendar will be bid by order of seniority from the transportation employees' sign-up list.
- m. Summer Bid: Employees under contract, within seniority, will bid first. Employees not under contract, within seniority, will bid second. There will be four (4) bids as follows:
 - End of school term to start of extended school year/summer school
 - First half of extended school year
 - Second half of extended school year
 - Out of District work to the start of school year
- n. Working spreadsheets for summer bids will be posted for review at least three (3) working days prior to bid date and are subject to change prior to bid date.

2. Distribution of Work Load

- a. Guarantee of Hours – All routes during the School Term + 5 Calendar will be structured to provide a four (4) hour guarantee of work or pay to 60% of Drivers and 100% of Bus Attendants and a five (5) hour guarantee for 40% of Drivers.
- b. All routes for school bus drivers and are guaranteed a minimum of four (4) hours during any and all days worked outside the 187 day School Term + 5 calendar. (See Article 15: Calendar Definitions in Master Contract)
- c. School bus attendants are guaranteed a minimum of four (4) hours on non-work days and holidays during the School Term + 5 Calendar and a three (3) hour guarantee during the summer.
- d. Forty-five (45) Minute Rule: When a driver is at the transportation yard and has more than 45 minutes between driving assignments, the driver must clock out. If there are 45 minutes or less between driving assignments, the driver may remain on the clock and must be available for work unless by staying on the clock, that driver would go into overtime. This rule does not apply between non-driving assignments except for mandatory department meetings.
- e. Extra work on workdays per the School Term + 5 Calendar, on a daily basis, will be assigned by dispatch from the daily interest list. Employees wanting to be considered for work this day must sign up by 7:00 a.m. Work will then be distributed by seniority. This work will be offered to drivers and attendants first. Anyone else in the job family may bid after drivers and attendants have had the opportunity to bid.
- f. In consideration of section B Distribution of workload number 2 and 3 above, the language in article 6 (Hours of Employment) section M (Lunch & Break Schedules), specifically 15 minute paid breaks will not apply to drivers and bus attendants.

3. Field Trips

- a. Field trips will be assigned first to bus drivers who bid the routes for field trips. Field trips are their primary duty and these drivers will be assigned available field trips Monday through Friday before other drivers or charters. Due to the needs of the department dispatch may assign a combination route and field trip on any given day. If no field trips are available, these drivers will be scheduled for other assignments.
- b. Field Trips will be offered by seniority on a rotation basis. Each year, on the first workday of the School Term + 5 Calendar, all school bus drivers will be allowed to place their name on the field trip interest list based on the school bus driver's hire date in Transportation. When a field trip is available, the employee at the top of the list will be offered the field trip first. That employee may accept or reject the field trip. Once the offer has been made, that employee's name goes to the bottom of the list.

- c. Employees who want to drive field trips must sign up at the beginning of the school year. The sign up list will be established by seniority. Employees wishing to add their name to the field trip list after the first of the year will be placed onto the rotation list. The employee being added will be placed at the bottom of the list as if the employee just completed the most recent field trip.
- d. Cancellations: Drivers who have weekend and holiday field trips cancelled after 5:00 pm the day before the trip will be paid three hours for each day at the employees regular rate, even though service was not performed.

4. Contracting Out

All field trips are assigned to CSEA employees and will not be contracted out unless the following situations occur:

- a. The 16-hour rule applies (Department of Transportation regulation)
- b. Special equipment needs as agreed between CSEA and the District.
- c. Non-availability of bus drivers.

5. Payroll

- a. Each month employees will be paid according to their bid hours.
- b. The bid hours will be shown on employees' pay stubs as "Assigned Hours."
- c. Employees will be in paid status for ALL assigned hours. Employees who work less than their assigned hours will be required to fill out the appropriate leave form up to their assigned time.
- d. Extra hours, hours above assigned hours, will be paid the following month (no change from current practice).
- e. Vacation and sick leave calculation/accrual will be adjusted each month by adding the extra hours minus overtime and dividing by the number of work days in the month and adjusting longevity and or work year, (school term or greater and added to employees accrual.
- f. Holidays will be paid by using the employees "Assigned Hours" for the day(s) in which the Holiday occurs. Holiday pay will be adjusted each month by adding the extra hours minus overtime and dividing by the number of workdays in the month.

ARTICLE 7: TRANSFER

ITEM 16

- A. Transfer is defined as a change of an employee from one position to another in the same job class or to a position in a similar or related job class with the same salary range.
- B. Employees may request a transfer to a position in the same classification at another work site or department. Such requests shall be in writing.
- C. The District shall post at each location a list of all known vacancies for a period of not less than five (5) working days.
- D. The Superintendent or Associate Superintendent/Human Resources shall have the authority to transfer employees to a position in the same job class in accordance with the needs and best interests of the District, and honored in seniority order. Any exception, in rare circumstances, will be explained to CSEA by the Superintendent. An employee shall not be transferred for arbitrary or capricious reasons.
- E. All transfers shall be made without change to an employee's permanent employment status, salary rate, anniversary date, accumulated sick leave and accumulated vacation credit.
- F. Upon written request of a permanent employee, the District may approve a voluntary demotion to a classification having a lower maximum salary rate.
- G. The selecting authority in considering applicants for vacant positions shall give priority in the following order:
 - Employees requesting Transfer/Demotion
 - Promotional Candidates
 - Outside Candidates
- H. Employees transferred to a position in the same job classification shall meet with their supervisor to establish goals and objectives for the new assignment within three (3) months of transferring to the new position.

ARTICLE 8: PROMOTIONS

ITEM 16

- A. An employee who receives a promotion to a class allocated to a higher salary range shall be placed on the new salary range at a step that is one full step above the rate the employee received in the previous class, provided that the step permits a minimum of a 5% increase. If such placement does not provide at least a five percent (5%) upward adjustment, the employee shall be placed at the step on the new range that provides at least five percent (5%), except that an employee may be placed on the last step of the range if that is the maximum allowable for the class.
- B. Selection for positions shall comply with the Merit System Rules and Regulations. If an employee of the District is not selected for a position for which he/she has applied, after being interviewed for the position, the employee may request a meeting with the Director of Classified Personnel in which the reasons he/she was not selected will be discussed.
- C. Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each District job site. The job vacancy notice shall remain posted for six (6) full workdays, during which time employees may file for the vacancy. Any employee who has a request on file for such a position and who is on leave or layoff during the period of the posting, shall be mailed a copy of the notice by first-class mail.
- D. Any employee may file for the vacancy by submitting written notice to the Human Resources Department within the filing period. Any employee on leave or vacation may authorize his/her job representative to file on the employee's behalf.

ARTICLE 9: WORKING OUT OF CLASSIFICATION

ITEM 16

An employee may be required to perform duties out of classification if the duties relate to his/her classification. If the employee works out of classification more than five (5) days within a 15-calendar-day period, his/her pay shall be adjusted upward for the entire period he/she worked out of classification. This rule shall not be construed as permitting an employee to refuse to perform duties legally assigned by competent authority.

Exception: When an employee is assigned to work for five (5) consecutive days in the following job classifications, the employee will be paid for working out of class at the range and step indicated on Appendix A of the Master Contract:

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

ARTICLE 10: EFFECTS OF LAYOFF

ITEM 16

- A. A layoff for purposes of this Article shall be considered as an involuntary separation of a permanent or probationary employee because of lack of work, lack of funds, or reduced workload. In determining the order of layoff, seniority and length of service shall be determined by the date of hire in the job class plus time in equal and higher job classes. In case of the same length of service, ties will be broken by lot.
- B. An employee who will be laid off shall be given a **sixty (60)** day written notice of layoff with options outlined, if applicable, by certified mail. An employee shall have five (5) days after receipt of notice to reply to the options, if applicable. If the employee does not reply within the five (5) days, the layoff will occur on the **sixty-first (61st)** day.
- C. A permanent or probationary employee who is laid off from a job class and has previous service in an equal or lower job class shall have the right to bump an employee with less seniority in that job class except that to avoid bumping other employees, the District may transfer a laid off employee despite his/her bumping rights to a vacant position in the same job class provided the employee is qualified to perform the job duties.

Employees with bumping rights shall have twenty-four (24) hours to identify their desired option of a less senior position and shall not visit other work sites or discuss their options with other affected employees. Employees who do not notify the District of their desired option within the required twenty-four (24) hours or who visit work sites or contact other affected employees to discuss their options, at the District's discretion, may be placed in the least senior position in their job class.

- D. Laid off employees are eligible for reemployment in the job class from which laid off for a period of thirty-nine (39) months and shall be reemployed in **seniority order**. No regular employee shall be laid off from any position while unit members are serving in a limited term, provisional or temporary position in the same job class except that the District may call substitutes to work in a limited term assignment for a maximum of thirty (30) days.
- E. An employee who will suffer a layoff despite his/her bumping rights may accept a voluntary demotion to a vacant position in a lower class or transfer to an equal class, provided that the employee is qualified to perform the duties. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as employees laid off, and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months; provided that the same tests of fitness under which they qualified for appointment to the job class shall still apply. The Personnel Commission shall make the determination of the specific period of eligibility for reemployment on a class-by-class basis.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.

- F. Any employee who is laid off and is subsequently eligible for reemployment shall be notified of an opening. It is the employee's responsibility to ensure that the District has a current telephone number and address. If an employee cannot be contacted by phone or mail, he/she will be considered to have waived reemployment.
- G. An employee shall notify the District of his/her intent to accept or refuse employment, and to maintain his/her eligibility on the reemployment list within five (5) days of notification. If an employee accepts reemployment, he/she must return to work within ten (10) days of notification. If an employee waives an offer of reemployment twice, his/her name will be removed from the reemployment list.
- H. Employees shall be reemployed in the highest related job classification in accordance with their length of service in the job class from which laid off, plus equal or higher classes. Employees who accept a position in a lower or equal class shall retain their original thirty-nine (39) month rights to the original or higher class.
- I. Vacation time earned and unused at the time of layoff shall be computed and paid in the final salary warrant due the employee.
- J. Employees who are laid off may use up to four (4) days of personal necessity leave if available, for the purpose of seeking other employment.
- K. Employees may choose service retirement in lieu of layoff, if eligible, and shall retain all reemployment rights provided by law.

ARTICLE 11: WAGES

ITEM 16

- A. The term of the contract shall be from July 1, 2012 through June 30, 2015.
- B. For the 2012-13 and 2013-14 school years, there will be 0% increase to the salary schedule.
- C. For the 2014-15 school year: Reopener for wages and benefits.
- D. Employees shall be compensated for work performed at school activities on the Extra-Curricular Schedule in Appendix D and consistent with applicable PERS and other payroll requirements.
- E. Should a District team become eligible for CIF playoff held during working hours, the Classified coach will be given release time to accompany the team.

ARTICLE 12: FRINGE BENEFITS

ITEM 16

For purposes of this article, **full-time** employee shall mean any employee who has a regular work assignment of at least twenty (20) hours per week. A **part-time** employee shall mean any employee who has a regular work assignment of less than twenty (20) hours per week. **Exception: Instructional Assistants. Refer to Section D.**

- A. **FLEXIBLE SPENDING ACCOUNT:** Throughout this contract, full-time employees shall receive a Flexible Spending Account in the amount of **\$10,381.10 (effective 01/01/14)** per year with escalators as stated herein. Part-time employees (hired prior to December 3, 1999) shall receive a Flexible Spending Account in the amount of **\$4,855.90 (effective 01/01/14)** per year with escalators as stated herein.

1. **Escalator Clause:** The District will provide an escalator as follows:

The greater of the actual dollar premium increase for the employee only of the District approved HMO's will be added to all full-time employees' Flexible Spending Accounts. Part-time employees' will receive one-half this amount applied to their Flexible Spending Accounts. **If an HMO provider (Kaiser and/or United Healthcare) is broken into multiple networks (e.g. United Healthcare Network 1, Network 2, etc.), the network that has the highest participation will be used for the escalator clause.**

Example:

HMO #1 increases \$100

HMO #2 increases \$300

All full-time employees would receive a \$300 increase in the Flexible Account. All part-time employees (hired prior to December 3, 1999) would receive a \$150 increase in the Flexible Spending Account.

2. **"Grandfather" Clause:** The District will provide the Flexible Spending Account as described in Article 12A to employees hired prior to December 3, 1999. Employees hired on or after December 3, 1999 shall receive the following: Full-time employees shall receive a Flexible Spending Account of **\$10,381.10** with escalators as stated above. Part-time employees are ineligible to receive a Flexible Spending Account; however, they may purchase medical and/or dental insurance at District rates.
3. The District will continue to maintain the four plus (4+) hour status of existing positions, excluding categorical and separately funded positions. The District and CSEA will meet and confer regarding any exceptions.
4. Where additional jobs can be made available to employees in combination positions such as "bus driver/custodial" – "instructional assistant/bus driver" without the complication of additional costs associated with health benefits, and provided the requirements of the positions allow for the position to be filled by a single qualified current employee without disrupting district work, the District agrees to consider such combinations in accordance with past practice. (No requirement to continue the position when the employee vacates the combined position).

5. Funds not utilized for the purchase of health and dental coverage may be taken as taxable cash.
6. The District shall provide an **IRS** 125 plan which includes premium coverage, unreimbursed medical, and child care options as a current practice subject to all IRS codes and requirements.
7. **Effective January 2014: The office visit co-pay for each medical plan will be outlined in the Benefits Summary provided by VEBA.**

B. HEALTH AND DENTAL PROGRAMS:

1. **All full-time employees must participate in a District approved health plan which shall be at least for the “employee only” coverage, except as outlined in “D” below. These plans shall be paid out of the Flexible Spending Account.**
2. A “District Approved Plan” is a plan approved by the Classified Insurance Committee and the District.
3. A Classified Insurance Committee composed of four (4) unit members appointed by CSEA Chapter President and two members appointed by the Associate Superintendent of Human Resources shall mutually determine which health and dental plans shall be included as District approved plans yearly.
4. All full-time employees shall have the option of purchasing any available dependent coverage for health and/or dental.
5. All part-time employees shall have the option of purchasing any/all of the available plans for employee only and/or employee dependents.

C. DENTAL INSURANCE

The District shall pay for dental insurance for all full-time employees. Employees shall have the option to choose one of the following:

1. **Fee for Service – The District shall provide an insurance option, which provides for employee-only coverage at the dentist of your choice.**
2. **Dental Maintenance Organization – A Dental Maintenance Organization (D.M.O.) shall be available as an option to the regular fee for service carrier. Full dependent coverage shall be offered through the D.M.O. carrier. The District shall contribute an amount up to the cost of the employee-only fee for service premium toward the cost of employee and dependent premiums under the D.M.O.**

D. BENEFITS FOR INSTRUCTIONAL ASSISTANTS

Beginning March 1, 2014 the District shall provide a medical insurance option for Instructional Assistants that have their assigned time increased between 4.0 and 7.0 hours/day.

The District shall contribute the full cost of the employee-only purchase price for Kaiser or United Healthcare, Network 1, less \$300.00 per year.

Instructional Assistants may opt to waive the above medical insurance. The waiver will not be available in the event that it negatively impacts the insurance rates for the unit, or if District insurance providers withdraw permission for the option. Employees must notify Human Resources in writing of their intent to waive the medical insurance.

Beginning no later than January 1, 2016 the District will not maintain combination assignments unless lack of attrition does not allow. (Example: 3.9/3.0 FTE job assignments.) If a single instructional assistant job requires four (4) or more hours, the position will be filled with one employee. The District and CSEA will meet and confer regarding any exceptions.

Current employees, hired on or before March 1, 2014 will be offered the first 30 positions, unless or until there are no current employees that want additional hours.

Current benefited Instructional Assistants hired prior to March 1, 2014 will maintain their full-time employee rights/benefits/flex as stated throughout this Article and will not be covered by the provisions of this section.

E. INCOME PROTECTION

For the duration of this contract, the District will continue to provide an income protection insurance plan for employees who work one-half time or more. The District may change carriers at its discretion as long as coverage is the same.

F. TAX SHELTERED PROGRAMS

Employees may participate in any tax sheltered program of their choice that is consistent with the District payroll and provider requirements. The Board will provide payroll deduction for this purpose upon authorization by the unit member.

G. LIFE INSURANCE

The District shall provide and pay for a \$50,000 term life insurance policy for all full-time employees.

H. BENEFITS FOR RETIREES

1. A person who retires from the District and who has been an employee of the District for ten (10) years, and is age 50 or older, and remains in the insurance carrier's service area, shall receive the same major medical coverage provided by the District. Retirees who move to an area outside the service area of the District's carriers shall receive in cash what the District would have paid on such retiree's behalf if the retiree had remained in the service area. The District will pay for employee coverage at the cost of the current group rate at the year of retirement.

The retiree shall receive medical benefits for a period of ten (10) years or until age 65, whichever comes first. The District and CSEA agree to meet in the case that the age of social security changes, in order to address this section.

2. Short-term unpaid leaves of absence, one to ten (1 to 10) consecutive days, will not affect the ten (10) years of service.

ARTICLE 13: PROFESSIONAL GROWTH INCENTIVE PROGRAM

ITEM 16

In order to encourage professional growth of employees, the District will provide up to \$4,000 (plus \$1600 – see D below) each year for the Professional Growth Incentive Program. This program is available to any permanent employee in the classified unit who elects to complete courses/workshops during non-working hours related to his/her job or who desires to improve his/her skills for possible promotion to other classified positions in the District.

- A. Professional Growth Committee: A committee composed of two members of CSEA and two District representatives shall review and approve applications. The following criteria shall be considered by the Committee:
1. Relationship of course/workshop to possible promotion in the District
 2. Relationship of skills to be obtained to specific skills required in District position(s)
 3. Previous employee participation in this program
 4. Value of course/skills to District

In addition, preference shall be given based on seniority within the District.

- B. Application: Employees interested in applying must complete the proper forms and submit to the Director of Classified Personnel for Committee consideration. Applications for courses/workshops must be approved by the Committee prior to the last session of the course/workshop.
- C. Compensation: Within thirty (30) days after completion of the course/workshop, the employee must submit a claim form which shall include a receipt for tuition/registration/incidental expenses and an official grade card, or other document indicating successful completion of the course/workshop, with a passing grade if applicable. This reimbursement shall be paid by commercial warrant. The District will reimburse up to \$300 per approved course/workshop.

In addition, the District will pay a one-time stipend of approximately five (\$5) per hour, up to a maximum of \$150 per individual course/workshop. When recommending approval, the Committee shall indicate the amount of the stipend to be received upon successful completion. The stipend shall be paid through payroll as soon as practical.

- D. The Professional Growth Incentive funds will be increased \$1,600 to allow instructional assistants to attend the paraprofessional conference each year. No release time shall be granted without the completion of the required forms.

ARTICLE 14: PERSONAL PROPERTY

ITEM 16

- A. Mileage Reimbursement: Employees who use their own automobiles on approved District business shall be reimbursed for all such travel at the IRS allowable rate in effect.
- B. Personal Property: The District shall reimburse an employee up to \$200 for any out-of-pocket loss, damage or destruction of personal property of the employee sustained in situations that fall within the scope of District employment. An employee may petition the Board of Trustees for reimbursement beyond that stated limit.

For the intent of this section, "personal property" is defined as eyeglasses, safety glasses, hearing aids, dentures, and employee-owned materials or equipment utilized with the prior written approval of the District. Appropriate reports to law enforcement agencies shall be filed by the employee in cases of stolen property.

- C. Mechanics' Tools: Mechanics required to bring tools to work in order to perform their duties shall be granted up to **one thousand dollars (\$1000.00)** per year to purchase tools and/or parts for the purpose of updating, repair, or replacement of personal tools. A written request with full description of the tool shall be submitted to the District prior to the reimbursement.

Mechanics' tools shall be replaced if lost or stolen under the following conditions:

1. Appropriate reports will be submitted by the mechanic to law enforcement agencies and/or to the District.
2. A complete tool inventory shall be submitted to the District by the mechanic. Such inventory shall be updated yearly by the mechanic and approved by the District. Only tools listed on the approved inventory list will be covered in case of loss or theft.

ARTICLE 15: VACATIONS

ITEM 16

- A. Every employee, permanent or probationary, shall earn paid vacation benefits while they are on paid status, on a fiscal year basis, July 1 through June 30, in accordance with the provisions of this Article.
- B. Earned vacation may not be taken until completion of the six-month probation period.
- C. Upon separation from service, the employee shall be entitled to a lump sum compensation for all earned and unused vacation.
- D. The rate at which vacation shall be paid shall be the employee's current rate. An employee whose vacation is earned and begun under a given status shall suffer no loss of earned vacation credit for subsequent changes in conditions of employment during that vacation.
- E. If the employee has been granted vacation which was used and not earned and leaves District employment, the District shall be entitled to deduct from the unit member's last warrant the amount of salary which was paid for any unearned vacation used.
- F. Vacation credits may be accumulated to a maximum of two (2) times the number of days earned yearly.
- G. Vacation credits shall be computed on regular paid time excluding overtime.
- H. Employees shall be notified annually of their accrued vacation.
- I. Vacation schedules shall be prepared by the administration and every effort shall be made to enable vacation to be taken at times convenient to the employee, consistent with the needs of the District and the workload of the department.
- J. In case of conflicts in vacation scheduling, the employee with the most hire date seniority shall be given preference, providing that the less senior employee required to work has the necessary skills and/or required certificate(s) to perform the work to be done as determined by the supervisor.
- K. Employees working less than twelve (12) months will take their vacation during the Fall, Winter and Spring vacation periods (not to exceed a total of thirteen (13) days). If the full-earned amount cannot be taken during those periods, the balance will be taken at a time convenient to the District and the employee during the school year. If at the end of the fiscal year, an employee who works less than twelve (12) months has earned vacation credits, he/she shall be paid for all earned but unused credit if he/she notifies the District in writing of his/her request prior to April 15 of the year in question. If such notification is not received by the District by April 15, the accumulated credits will be carried over as long as it does not conflict with Section F of this Article. If the District receives such notice, payment will be made in the July 31 warrant. Emergencies will be handled on an individual basis by the Associate Superintendent of Human Resources.

- L. An employee who becomes ill during his/her vacation, under the provisions of this Agreement, shall immediately notify the District and shall make arrangements for rescheduling his/her vacation.

Upon such notification, the employee shall be put on paid sick leave. The burden of proof of illness shall be the employee's responsibility and the District may require proof of such illness or injury prior to a change in leave status being granted.

- M. Holidays which occur during the employee's vacation shall not be charged against the employee's vacation time.

- N. Vacation may be taken at any time during the year. If the employee is not permitted to take his/her vacation and accumulation exceeds the limit set forth in Section F of this Article, the employee shall be paid in cash for any accumulation which exceeds said amount.

- O. The vacation schedule for employees shall be as follows:

Employment:	0-5 Years	6-10 Years	11-15 Years	16-20 Years	21+ Years
MONTHS	DAYS	DAYS	DAYS	DAYS	DAYS
12	12	15	18	21	24
11.5	12	15	18	21	24
11	11	13.5	16.5	19.25	22
School Term +10	11	13.5	16.5	19.25	22
School Term +5	10	12.5	15	17.5	20
School Term	10	12.5	15	17.5	20

All school term employees will not be in an unpaid status during the school term for more than two (2) non-work days in addition to the thirteen (13) non-work days listed in Article 15, Section K. Any employee with more accrued vacation than the thirteen (13) non-work days may use their accrued vacation on the remaining two (2) non-work days.

Calendar Definitions:

12-Month:

Employees work all twelve (12) months of the school year July 1st – June 30th. Employees are paid the hourly rate as shown on the salary schedule.

Employees work 246 days and receive pay for 14 holidays = **260 paid days/year**.

11.5-Month:

Employees work in all twelve (12) months of the school year July 1st – June 30th and are in unpaid status for part of August. Employees are paid on a “fixed payroll schedule”.

Employees work 237 days and receive pay for 14 holidays = **251 paid days/year**.

11-Month:

Employees work in eleven (11) months of the school year from August 1st – June 30th and are in unpaid status for the month of July. Employees are paid on a “fixed payroll schedule”.

Employees work 225 days and receive pay for 13 holidays = **238 paid days/year**.

School Term + 10:

Employees work the School Term when students are in session plus 10 additional days. Employees are paid on a “fixed payroll schedule”.

Employees work 192 days and receive pay for 13 holidays = **205 paid days/year**.

School Term + 5:

Employees work the School Term when students are in session plus 5 additional days. Employees are paid on a “fixed payroll schedule”.

Employees work 187 days and receive pay for 13 holidays = **200 paid days/year**.

School Term:

Employees work the School Term when students are in session plus District Inservice Days. Employees are paid on a “fixed payroll schedule”.

Employees work 182 days and receive pay for 13 holidays = **195 paid days/year**

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

ARTICLE 16: HOLIDAY CALENDAR

ITEM 16

A. The holiday schedule for employees shall be:

- New Years' Day (Legal)
- Martin Luther King Day (Local)
- Lincoln's Birthday (Legal)
- Washington's Birthday (Legal)
- Spring Holiday (Local) ... in lieu of Admission Day
- Memorial Day (Legal)
- Independence Day (Legal)
- Labor Day (Legal)
- Veteran's Day (Legal)
- Thanksgiving Day (Legal)
- Friday after Thanksgiving (Local)
- Christmas Eve (Local)
- Christmas Day (Legal)
- New Years' Eve (Local)

B. The paid working schedule for part-time hourly employees shall normally commence on the first day of instruction and end on the last day of instruction as set forth in the Instructional Calendar. Employees, who are not normally on duty during school vacations (both Spring and Winter) but whose normal work year covers those periods, shall receive pay for holidays that occur during such school vacations. Holidays that occur outside the part-time employee's work year shall not be paid.

C. When a holiday falls on a Saturday and the employee does not normally work Saturday, the preceding workday that is not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday that is not a holiday shall be deemed to be that holiday. When a holiday falls on a Saturday or Sunday and an employee is normally scheduled to work on Saturday or Sunday, the holiday will be observed on the Saturday or Sunday unless another day is deemed to be the holiday for those employees. If a holiday falls on a day other than Saturday or Sunday and employees normally have that day off, the holiday may be deemed another by the District providing a 3-day holiday where possible if the holiday provided a 3-day weekend for employees who do not work on Saturday or Sunday.

D. An employee must be in a paid status on the working day immediately preceding or succeeding the holiday in order to be paid for that holiday. Pay for a holiday shall be the same the employee would receive on a normal workday.

ARTICLE 17: CLASSIFICATION & RECLASSIFICATION

ITEM 16

- A. Classification shall be the responsibility of the Personnel Commission in accordance with law.
- B. The effective date of any group reclassification that has been recommended by the Personnel Commission shall be determined by meet and negotiation between the Board's Representative and the Representative of CSEA.
- C. An individual reclassification shall be effective on the date set by the rules of the Personnel Commission.
- D. Classification shall not be subject to the Grievance Procedure.

ARTICLE 18: SAFETY CONDITIONS OF EMPLOYMENT

ITEM 16

- A. Any abuse of school personnel, assault or battery upon school personnel, or any threat of force or violence directed toward school personnel at any time or place which is related to school activity or school attendance shall be reported by employees to their immediate supervisor. Each employee shall complete reports required by the District relating to the violations described herein.
- B. Employees shall be provided coverage under the terms and conditions of the District Workers' Compensation Insurance Program and sick leave provision for an injury or illness arising out of or in the course of their employment.
- C. Upon becoming aware of unsafe conditions, an employee shall be responsible for submitting written recommendations to the District regarding the maintenance of safe working conditions; facilities and equipment; repairs and modifications; and other practices designed to ensure District compliance with applicable standards of the California Occupational Safety and Health Act, Workers' Compensation and the provisions of the District fire and liability insurance programs. The District shall evaluate each of these recommendations.
- D. The District will provide forms to be used by employees to report unsafe working conditions and equipment. CSEA will have a representative on the District-wide Safety Council.

ARTICLE 19: LEAVES, PAID & UNPAID

ITEM 16

A. Sick Leave

1. Sick leave is the authorized absence of an employee because of illness or injury or exposure to contagious disease.
2. A regular full-time (11.5 and 12-month) employee (probationary or permanent) shall earn paid sick leave in the amount of twelve (12) days for each year of service. 11-month and School Term +10 employees will receive 11 days of sick leave/year. School Term and School Term +5 will receive 10 days/year. Sick leave may be accumulated without limit.
3. At the beginning of each fiscal year, the sick leave "account" of the employee shall be increased by the number of days of paid sick leave which he/she would normally earn in the ensuing fiscal year. An employee's sick leave "account" shall be adjusted if a change of assignment alters the amount of sick leave earnable.
4. Sick leave may be taken at any time provided that new employees with probationary status only may use a maximum of six (6) days paid sick leave during their initial probationary period.
5. Pay for any day of sick leave shall be the same pay the employee would have received if he/she had worked that day, except as provided by the Education Code.
6. In order to receive compensation while absent on sick leave, the employee must notify his/her supervisor of his/her absence prior to the first day absent, unless conditions make notification impossible. The burden of proof of impossible conditions shall be upon the employee.
7. By the end of the normal working hours on the day prior to his/her expected return to work, the employee shall notify his/her supervisor in order that any substitute employee may be terminated. If the employee fails to notify his/her supervisor and both the employee and the substitute report, the substitute is entitled to the assignment and the employee shall not receive pay for that day.
8. If circumstances dictate, the Associate Superintendent of Human Resources may require evidence satisfactory to the District to verify authorized use of sick leave.

B. Additional Sick Leave

1. After exhaustion of paid sick leave, an employee who is ill or injured may, upon request, use accumulated vacation to avoid leave without pay.
2. An employee who has exhausted fully paid sick leave shall be granted additional paid leave at fifty percent (50%) of his/her regular salary. Such leave shall not exceed one hundred (100) working days per fiscal year including days of fully paid sick leave.

3. A permanent employee who has exhausted all available paid leaves and who is absent due to a non-industrial accident or illness may be granted additional unpaid leave by the District, not to exceed six (6) months. The District may renew this unpaid leave for two (2) additional six-month periods.

C. Termination of Sick Leave

1. An employee who has been placed on paid or unpaid sick leave may return to duty at any time during the leave, provided that he/she is able to resume the assigned duties. If the leave has been for more than twenty (20) working days, the unit member shall notify the District of his/her return at least three (3) working days in advance. A physician's release may be required by the District prior to returning to work.
2. If, at the conclusion of all sick leave and other leave, paid or unpaid, granted under these rules, the employee is still unable to assume the duties of his/her position, he/she will be placed on a reemployment list for a period of thirty-nine (39) months. His/her reemployment will take preference over all other applicants, except for those laid off for lack of funds.

D. Sick Leave Donation Program

1. In the event of a catastrophic illness or injury to an employee or a member of the employee's family, a sick leave bank may be established.
2. Catastrophic illness or injury is defined to mean an illness or injury that is expected to incapacitate an employee or member of an employee's family for an extended period of time.
3. Family member is defined to mean the employee's spouse, parents, parents-in-law, sibling, children and stepchildren, or a family member for whom the unit member is the primary caretaker.
4. Under this sick leave donation program, employees may donate up to ten (10) accumulated sick leave days per year. The employee who chooses to donate:
 - a. must provide written notice to the District of the intent to transfer the accumulated sick leave days;
 - b. must donate in one (1) day increments up to a maximum of ten (10) accumulated sick leave days. Once donated, the day shall be converted to hours;
 - c. must acknowledge in writing to the District that the employee understands that he/she cannot revoke the donation of the accumulated sick leave days because all such donations are irrevocable and binding. The donating employee must sign and date this acknowledgment.

5. Under this program, unit members may receive donated days as follows:

Catastrophic illness or injury to an employee:

- a. He/she may receive hours up to a maximum of the number of hours necessary to receive full pay until the income protection program begins (maximum 90 days).
- b. He/she must have exhausted all other employment benefits (sick leave, vacation).
- c. He/she must request in writing to the Associate Superintendent of Human Resources that accumulated sick leave days be donated and the method of notification.
- d. He/she must provide verification of the catastrophic illness or injury to the District.

Catastrophic illness or injury to a member of the employee's family:

- a. He/she can only receive donated accumulated sick leave hours once per fiscal year and for a maximum of thirty (30) days.
- b. He/she must have exhausted all other employment benefits (sick leave, vacation). The cap on personal necessity leave established in other sections of this Article does not apply when an employee qualifies for catastrophic leave for illness to a member of the employee's family.
- c. He/she must request in writing to the Director of Human Resources or the Associate Superintendent of Human Resources that accumulated sick leave days be donated and the method of notification.
- d. He/she must provide verification of the catastrophic illness or injury to the District.
- e. A committee composed of two CSEA members and the Director of Human Resources or the Associate Superintendent of Human Resources will determine whether the employee is eligible to receive donated days.

E. Personal Necessity Leave

1. An employee may use his/her regular accumulated sick leave for cases of personal necessity leave for a maximum of seven (7) days per fiscal year. An employee who has exhausted his/her personal necessity leave, but qualifies for the Family Medical Leave Act will be granted up to six (6) additional personal necessity days (until and unless court decisions preclude the additional leave).
2. Personal necessity leave shall be limited to circumstances that are serious (emergency) in nature and/or that the employee cannot reasonably be expected to disregard; and/or that necessitate immediate action; and/or that cannot be taken care of after work hours or on weekends; and/or as approved by the Associate Superintendent of Human Resources. Each request for such leave shall be evaluated on an individual basis.

3. Employees desiring to use personal necessity leave shall secure prior approval within three (3) days of the start of the leave from the immediate supervisor, in accordance with District procedures. **The District will not require a reason for Personal Necessity on the Personal Necessity form.**
4. Employees shall not be required to receive advance permission for personal necessity leave taken for: death or illness of a member of his/her immediate family; accident involving his/her person or property or the person or property of a member of his/her immediate family. In such cases, however, the employee shall be expected to make every reasonable effort to comply with District provisions designed to secure adequate substitutes.
5. Employees returning from personal necessity leave must submit an appropriate absence statement, in accordance with District provisions.
6. Personal necessity leave shall not include items such as social obligations, occupational investigation, recreational activities, work stoppage and other concerted activities.
7. If request for personal necessity leave is denied, an employee may appeal the denial to the Associate Superintendent of Human Resources. The decision shall be final.

F. Bereavement Leave

An employee shall be entitled to a maximum of five (5) days of absence with full pay in conjunction with the death of any member of his/her immediate family. The term "immediate family" is defined as mother, father, sister, brother, husband, wife, child, grandmother, grandfather, grandmother-in-law, grandfather-in-law, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, step-children or any permanent resident of the employee's immediate household.

G. Judicial-Government Leave

1. An employee shall be granted leave to appear in court as a witness when subpoenaed. An employee may be granted leave to respond to an official order from another governmental jurisdiction other than as a litigant and not brought about through the misconduct of the employee.
2. An employee shall be granted a leave to appear for jury duty in the manner prescribed by law and shall receive his/her regular pay.
3. An employee shall not be granted paid leave to appear in court or other official proceedings that he/she has brought against the District.
4. Jury Duty Leave: A less than 12-month employee who receives notice to appear for jury duty during work days shall have the option to postpone jury duty to non-work days and shall be compensated at the rate of \$70 per day (20+ hour per week employees) and \$35 per day (under 20 hours per week employees).

H. Industrial Accident & Industrial Illness Leave

Leaves resulting from an Industrial Accident/Illness shall be granted in accordance with the provisions of Education Code section 45192 and the following:

1. An employee who is absent from duty because of illness or injury defined as an industrial accident/illness under the provisions of Workers' Compensation Insurance laws, shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability benefits provided that:
 - a. He/she has six (6) months service in the District.
 - b. In the opinion of the District Superintendent or his/her designated representative, the illness or injury constitutes an industrial accident or illness or, if contested, it is ultimately determined to be work related.
 - c. Any employee receiving benefits as a result of this section shall, during the period of injury or illness, remain within the State of California unless prior approval is granted by the Board of Trustees.
2. Paid industrial accident leave shall be for not more than sixty (60) working days in any one (1) fiscal year for the same illness or injury.
3. Paid industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of the temporary disability allowance made under Workers' Compensation. Days absent while on paid Industrial Accident Leave shall not be deducted from the number of days of paid sick leave to which an employee may be entitled under the Education Code or Article 7, Sick Leave, of this Agreement.
4. If the employee is still unable to return to duty after exhausting paid Industrial Accident Leave, the employee shall be placed on paid sick leave if he/she is eligible. When sick leave, vacation, or other available paid leave is used in conjunction with temporary disability benefits derived from Workers' Compensation, the employee's salary shall be reduced only in that amount necessary to provide a full day's wage or salary when added to the temporary disability benefits.
5. After all paid sick leave has been exhausted following a paid Industrial Accident Leave, an employee may choose to receive pay from accrued vacation or other earned leave to the extent necessary to make up the employee's regular salary when receiving a temporary disability allowance without penalties from the Workers' Compensation Insurance Fund. After the expiration of all paid leave privileges, the Superintendent may place the employee on an industrial accident leave without pay, and during such time the employee may be placed on a reemployment list for a period of thirty-nine (39) months. The total time of all leave benefits provided under these rules, including unpaid industrial accident leave, shall not exceed thirty-six (36) months for any one industrial accident/illness. A physician's release for the employee may be required by the District prior to returning to work.

6. Upon return to service from any paid or unpaid leave resulting from an Industrial Accident/Illness, an employee shall be assigned to a position in his/her former class ahead of any employee with less seniority. If an employee's former class has ceased to exist, the employee may be reassigned or placed on a suitable reemployment list.
7. An employee returning from such paid or unpaid leave of absence shall not have any loss or gain in status or benefits other than that which is specifically provided in applicable provisions of the Education Code and District rules under this Agreement. An employee shall continue to receive seniority credit for all purposes while on such a paid or unpaid leave of absence.
8. When all paid or unpaid leaves of absence have been exhausted following an Industrial Accident/Illness, the employee's name shall be placed on the reemployment list for the class from which he/she was on leave for a period not to exceed thirty-nine (39) months.
9. An employee who fails to accept an appropriate assignment after being medically approved shall be removed from the reemployment list. Appropriate assignment is defined as an assignment to the employee's former class, in his/her former status and in assignment areas in which the employee has made himself/herself available.
10. While an employee is on any paid leave resulting from an industrial accident/illness the employee's salary paid by the District shall not, when added to a normal temporary disability allowance award without penalties granted the employee under Workers' Compensation Insurance laws, exceed the employee's regular salary. A permanent employee's salary is computed on the basis of the number of hours and days in his/her basic daily assignment. An employee who is not full-time shall have his/her regular salary computed on the basis of the average number of hours worked each month in which the employee was in a paid status during the preceding year.
11. During all paid leaves resulting from an industrial accident/illness, the employee shall endorse to the District all wage loss benefit checks received under Workers' Compensation Insurance laws. The District shall issue to the employee appropriate warrants for payment of wages, loss of benefits, salary and/or leave benefits and shall deduct normal retirement and other authorized contributions.

Final allowance for permanent industrial disability settlements shall not be subject to remittance to the District under this rule.

I. Maternity Leave

1. Paid Maternity Disability Leave

A female employee who is certified by a licensed physician to be physically disabled from performing her assigned duties due to pregnancy, may utilize sick leave and the benefits provided in Article 7, Section A for absences necessitated by pregnancy, miscarriage, childbirth and recovery.

2. Unpaid Maternity Leave

- a. A female employee may be granted a leave of absence without pay due to pregnancy.
- b. The employee may return to duty at a time mutually convenient to the employee and the District provided that there is a written release from a licensed physician, but the return to work shall be within six (6) months of the child's birth.
- c. Leaves of absence without pay may be extended by the Board of Trustees for periods of six (6) months following the childbirth upon request of the female employee. Such leave shall not count as experience for salary placement purposes.
- d. If an employee fails to report to work within five (5) days after the expiration of maternity leave (unpaid), her employment with the District may be terminated.

J. Personal Leave

A permanent employee may be granted a leave of absence without pay for personal reasons upon the recommendation of the Superintendent or his/her designee and with the approval of the Board of Trustees. Upon return from approved leave, the employee will be entitled to a position within the classification of the position from which the employee is on leave. The employee shall not be granted any accumulation of either sick leave or vacation for the period of absence.

K. Military Leave

Military service leave shall be granted in accordance with the law.

L. Service Recognition Day

On the tenth (10th) anniversary of employment with the District and on every subsequent yearly anniversary date (or within thirty (30) days before or after the date) each classified employee will receive a paid day off as a "Service Recognition Day".

ARTICLE 20: VERIFICATION OF ABSENCE

ITEM 16

The Superintendent or the Associate Superintendent of Human Resources may require verification satisfactory to the District as to an employee's claimed reason for absence in any situation in which it is believed that no valid grounds exist for the employee's claim for absence. Such verification shall be supplied within five (5) days of the request for verification.

ARTICLE 21: EVALUATION PROCESS AND PERSONNEL FILE

Evaluation Process

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

A. Probationary Employees:

1. The second (2nd) and fourth (4th) months of service.
2. During the sixth (6th) month, the employee will receive the final probationary evaluation that will be a determination for Recommendation for Permanent Status. More frequent evaluations may be made at the discretion of the supervisor.

B. Permanent Employees:

1. At least once each year and at any time more than sixty (60) days later if the employee leaves the control of that supervisor. More frequent evaluations may be made at the discretion of the supervisor.
2. Permanent Employees shall meet with his/her supervisor thirty (30) working days before or after his/her hire date to be evaluated on his/her past performance and to set performance objectives for the subsequent evaluation period. The evaluation form will be signed by the supervisor and the employee.

C. At any time, the supervisor may provide a minimum of thirty (30) working days notice of a Corrective Action Plan. Included in this notice shall be the specific areas of concern with directives for each area. In addition, the supervisor shall indicate assistance to be given to the employee in each area. The employee who receives a Corrective Action Plan will not be granted a salary step advancement until the employee has completed the directives as indicated in the time frame specified. Once the employee has completed the Corrective Action Plan their salary step advancement will be given, retrospectively back to their hire date.

D. At the conclusion of the evaluation process, the original copy of the evaluation and any attachments will be sent to the Classified Personnel office to be filed in the employee's personnel file.

E. The judgment of the supervisor or the reviewer is not subject to the Grievance Procedure.

F. For the purposes of evaluation procedures, an employee's supervisor may, at the District's option, be a member of the bargaining unit.

G. Personnel Files

1. The personnel file of the employee shall be maintained by the District.
2. Employees shall be provided with copies of any derogatory written materials ten (10) days prior to placement in the personnel file. The employee shall be given ten (10) days to prepare and attach a written response. Said written response

shall be attached to the material being placed in the file. Prior to placement in the file, the employee may request a review with the Associate Superintendent of Human Resources.

3. Material in the personnel file for more than two (2) years may not be used as the primary cause for disciplinary action against the employee.
4. An employee shall have the right to examine his/her file or obtain copies of materials. The employee shall not have the right to review materials that include ratings, reports or records that were obtained prior to employment
5. The District shall keep a personnel file log indicating persons who have examined the file and the date examined.
6. A separate record including salary, payroll, attendance, and workers' compensation information is kept in the payroll office.

ARTICLE 22: GRIEVANCE PROCEDURE

ITEM 16

The parties agree to form a committee to review the grievance procedure set forth in Article 22. The committee will be composed of up to three (3) representatives appointed by the District and up to three (3) representatives appointed by the Association. The committee will convene in January 2014. Any recommendations regarding revisions to Article 22 will be forwarded to the bargaining teams no later than June 30, 2014.

- A. A grievance is a formal written allegation by an employee that there has been a violation of the specific provisions of this Agreement (except those Articles specifically excluded by the terms of this Agreement) which has adversely affected an employee.
- B. A grievant shall be a member of the bargaining unit covered by the terms of this Agreement.
- C. A day is a day on which the District Office is open.
- D. The immediate supervisor is the lowest level manager designated to adjust grievances.
- E. The time limits specified at any level of this procedure may be extended by mutual consent. Decisions to waive timelines will be mutually agreed upon and in writing.
- F. All communications, notices, papers required to be in writing shall be served personally or by United States or District mail. Date of delivery of decisions shall be verified in writing.
- G. The processing of a grievance shall be held at a time other than working hours when possible. However, a reasonable amount of release time shall be granted to CSEA for the processing of grievances. This release time will be for the purpose of attendance at formal grievance hearings and is not to be used for research, gathering of evidence or interviewing witnesses. However, CSEA may use the release time set in Article 3, paragraph H for the President or designee with prior notification.
- H. All employees shall have the right to decide if they desire to have representation or not up to formal Level V of the grievance procedure. If they decide to have representation, it shall be limited to the grievant and one (1) other person. At Formal Level II and above the employee may have two (2) representatives. An employee may have his/her grievance adjusted without the intervention of CSEA as long as the adjustment is not inconsistent with the terms of this Agreement, provided that the District shall not agree to a final resolution of the grievance until CSEA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- I. Before filing a formal grievance, the employee (grievant) shall attempt to resolve the matter by informal conference with the immediate supervisor.
- J. In order to encourage a harmonious disposition of employees' grievances it is agreed that from the time a grievance is filed until it is processed to the conclusion of this procedure, neither the grievant, CSEA nor the District shall make public either the grievance or evidence regarding the grievance.

- K. There shall be no reprisal against an employee for filing a grievance or assisting a grievant in the above procedure.
- L. The District's records dealing with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file.

M. Formal Level I - Immediate Supervisor

1. The grievant shall present his/her grievance in writing on the appropriate form to his/her immediate supervisor with twenty (20) days after the occurrence of the act or omission giving rise to the grievance or at the time the employee, with reasonable diligence, should have been aware of the act giving rise to the grievance.
2. The written statement to be presented shall be a clear, concise statement of the grievance, the circumstances involved, and the specific remedy sought.
3. The immediate supervisor shall communicate his/her decision to the grievant in writing within twenty (20) days after receipt.
4. If the grievant is not satisfied with the decision and wishes to continue the grievance process, the grievant shall appeal the decision to Formal Level II within twenty (20) days after receipt of the written decision from the immediate supervisor. Appeals not submitted in writing within the twenty (20) day period shall not be subject to further grievance procedure.
5. If the immediate supervisor does not respond within the specified time limit, the grievant may proceed to the next subsequent level.

N. Formal Level II - Associate Superintendent or Director of Human Resources

1. The appeal to the decision of the immediate supervisor shall be submitted by the grievant in writing on the appropriate form to the Associate Superintendent of Human Resources.
2. The appeal shall include a copy of the original grievance written statement, the decision of the immediate supervisor, and a clear, concise statement of the reasons for the appeal.
3. The Associate Superintendent or Director of Human Resources shall communicate his/her decision to the grievant in writing within twenty (20) days of receipt.
4. If the grievant is not satisfied with the decision and wishes to continue the grievance process, the grievant shall appeal the decision to Formal Level III or IV within twenty (20) days after receipt of the written decision from the Associate Superintendent or Director of Human Resources. Appeals not submitted in writing within the twenty (20) day period shall not be subject to further grievance procedure.
5. If the Associate Superintendent or Director of Human Resources does not respond within the specified time limit, the grievant may proceed to the next subsequent level.

6. If a grievance arises from action or inaction on the part of a member of the management team at the level above the immediate supervisor, the grievant shall submit such grievance in writing to the Associate Superintendent or Director of Human Resources and, if the Associate Superintendent or Director of Human Resources agrees that the immediate supervisor cannot resolve the grievance, the processing of such grievance will be commenced at Formal Level II.

O. Formal Level III - Mediator

1. The appeal to the decision of the Associate Superintendent or Director of Human Resources shall be submitted in writing to the Associate Superintendent of Human Resources within twenty (20) days.
2. The appeal shall include a copy of the original grievance written statement, the decision of the Associate Superintendent or Director of Human Resources, and a clear, concise statement of the reasons for the appeal.
3. The Associate Superintendent of Human Resources shall contact the State Conciliation Services to set a date for mediation of the grievance.
4. The representative of the State Conciliation Service shall hold a meeting with the parties to mediate the grievance.
5. If no agreement can be reached by the parties regarding the resolution of the grievance or the grievant is dissatisfied with the mediator's recommendation, the grievant shall appeal the decision to Formal Level IV or V within ten (10) days. Appeals not submitted in writing within the ten (10) day period shall not be subject to further grievance procedure.

P. Formal Level IV - Board of Trustees

1. Formal grievances not satisfactorily resolved at Level III may be continued through either Formal Level IV or V, at the option of the grievant(s). However, once the option has been selected by the grievant(s) they must utilize that option only. The grievant may select either Level IV or Level V, but not both levels.
2. In the event the decision at Level III is not satisfactory with the grievant(s), the decision may be appealed in writing to the Board of Trustees of the District within ten (10) days.
3. The Board of Trustees having received the appeal in the matter of an alleged grievance shall take the matter under study, which may necessitate a conference with the grievant(s). Such conference may be held in open session at a public meeting of the Board of Trustees or in executive session of that body by mutual agreement between the Board of Trustees and the grievant(s). Within thirty (30) days following receipt of the grievance appeal to the Board of Trustees, it shall render its decision in writing, such decision to be final and binding on all parties involved.

Q. Formal Level V - Arbitrator

1. The appeal to the mediation efforts shall be a request in writing from CSEA to the Associate Superintendent of Human Resources for binding arbitration in the

matter. It is expressly understood that only matters which are subject to binding arbitration are grievances as defined above which were processed and handled in accordance with the limitations and procedures of this Article. Processing and discussing the merits of an alleged grievance by the District prior to Level IV shall not constitute a waiver by the District of a defense that the dispute is not grievable.

2. CSEA and the District shall attempt to agree upon a binding arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the binding arbitrator. The order of the striking shall be determined by lot.
3. If the District claims that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed in violation of the time limits, or that the dispute has become moot, or that a party has breached the confidentiality provisions, such a claim shall, at the option of the District, be heard in a one (1) day proceeding and promptly ruled upon by an arbitrator prior to any formal levels and a hearing on the merits of the grievance by a separate arbitrator. A suitable stay/continuance between such an arbitrability ruling and further proceedings which may be necessary shall be granted to the parties. The District may also, at its option and without prejudice, have such a claim heard along with the merits of the case by the same arbitrator.
4. The arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation, misapplication, misinterpretation of this Agreement in the respect alleged in the grievance. In determining whether the District has violated an express term of this Agreement, the standard of review for the arbitrator is to be whether the District acted in an arbitrary, capricious or discriminatory manner. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other, and upon arguments presented in briefs. The arbitrator shall not render any decision or award or fail to render any decision or award merely because, in his/her opinion, such decision or award is fair or equitable.

Issues arising out of the exercise by the Board of Trustees and Administration of its responsibilities and authority including the facts underlying its exercise of such discretion shall not be subject to this procedure.

5. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and recommendations.
6. Each party shall bear the full costs for its representation in the binding arbitration. The cost of the arbitration shall be divided equally between the District and CSEA. If any party requests a transcript, that party will pay for the transcript. If both parties request a transcript, the total cost of the transcripts shall be divided equally between the District and CSEA. The decision of the arbitrator shall be final and binding on all parties.

ARTICLE 23: SUPPORT OF AGREEMENT

ITEM 16

The District and CSEA agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that CSEA will support this Agreement for its term and will not appear before the Board of Trustees to seek change or improvement, except as provided herein, in any matter subject to the meet and negotiation process except by mutual agreement of the District and CSEA.

ARTICLE 24: EFFECT OF AGREEMENT

ITEM 16

It is understood and agreed that the specific provisions contained in the Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary.

ARTICLE 25: CONCERTED ACTIVITIES

ITEM 16

- A. It is agreed and understood that there will be no unlawful strike, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by CSEA or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activities.
- B. CSEA recognizes the duty and obligation of its representative to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of an unlawful strike, work stoppage, slowdown, or other interference with the operations of this District by employees who are represented by CSEA, CSEA agrees in good faith to take all necessary steps to cause those employees to cease such action.
- C. It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.
- D. The District shall not participate in an unlawful "lock out" of employees.

ARTICLE 26: SAVINGS PROVISION

ITEM 16

- A. If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction and all appeals have been exhausted, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

- B. A change of benefits which are brought about by amendment or repeal of statutes incorporated into this Agreement will be open for negotiations, if one of the parties to this Agreement requests such negotiations within ten (10) days of the effect of the amendment or repeal.

ARTICLE 27: ATTENDANCE OF NON-RESIDENT STUDENTS

ITEM 16

Children of unit members whose legal residence is outside the boundaries of the San Dieguito Union High School District are eligible to enroll in a district school. In order to qualify for admission to a district school, the parent must submit an application for interdistrict attendance to the office of the Executive Director of Pupil Services by March 1 of the year preceding the desired enrollment. Once enrolled, the student shall not have to apply for readmission in subsequent years. Students accepted through an interdistrict attendance agreement are subject to the same academic and behavioral standards as students of district residents. No home-to-school transportation is provided for students enrolled on an interdistrict attendance permit.

ARTICLE 28: COMPLETION OF MEET & NEGOTIATION

ITEM 16

The provisions of this Agreement constitute the agreement of the parties for the **2012-2015** contract period. However, the parties are committed to continuing the model and relationship of the past few years, which includes an agreement to meet and discuss matters of concern to either party in an attempt to problem-solve during the term of this Agreement. This commitment to a continuing meet and discuss relationship includes all matters of mutual interest to the parties, whether contractual or otherwise, and whether or not such matters were within the knowledge or contemplation of either party at the time they met and negotiated and executed this Agreement and even though such matters may have been proposed and later withdrawn.

APPROVAL OF AGREEMENT

Approved by formal action of the classified employees described herein and represented by CSEA and its San Dieguito Chapter #241.

Matt Colwell, President
CSEA, SAN DIEGUITO CHAPTER #241

Date

Torrie Norton
Associate Superintendent of Human Resources
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

Date

Joyce Dalessandro, President
Board of Trustees
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

Date

APPENDIX "A"

CLASSIFIED RANGE/POSITION

25	Nutrition Services Assistant I	41	Administrative Secretary-Bilingual (Spanish) Grounds/Maintenance Equipment Operator Lead School Bus Driver School Plant Supervisor-High School Theatre Technician Translator/Interpreter (Spanish) Transportation Dispatcher Vehicle & Equipment Service Worker
26	Nutrition Services Assistant-Floater	42	Accounting Technician Administrative Assistant Human Resources Technician Risk Management Technician
27	Nutrition Services Assistant II Nutrition Services Assistant-Transporter I	43	Transportation Router/Scheduler
29	Campus Supervisor-Middle School Instructional Assistant Nutrition Services Assistant III Nutrition Services Assistant-Transporter II Nutrition Services Catering Assistant School Bus Attendant	44	Administrative Assistant-High School Bus Driver Trainer Construction & Facility Projects Technician Information Systems Support Technician Lead Grounds Worker Media Technician/Web Technician Payroll Technician Senior Buyer Warehouse Supervisor
30	Office Assistant	45	Planning Finance Technician
31	Instructional Assistant-Bilingual	47	Locksmith Speech/Language Pathology Assistant
32	Campus Supervisor-High School Custodian Receptionist	48	Construction Projects Information Technician Painter
33	Custodian-Floater Nutrition Services Production Assistant Receptionist-Bilingual (Spanish)	49	Electrician HVAC Technician Plumber/Irrigation Specialist Skilled Maintenance Worker Vehicle & Equipment Mechanic
34	Instructional Assistant SpEd (Non-Severe) Locker Room Attendant/Custodian Maintenance Worker I Testing Assistant-Bilingual (Spanish)	51	Computer Support Technician Telecommunications Technician
35	Grounds Maintenance Worker I Health Technician Job Placement Assistant	52	Accounting Specialist Budget Analyst Facilities Construction Planner HR Information Systems Support Analyst Human Resources Benefits Analyst Information Systems Support Analyst Lead Maintenance Worker Payroll Analyst Vehicle & Equipment Supervisor
36	Instructional Assistant–SpEd (SED) Instructional Assistant SpEd (Severely Handicapped) Secretary	54	Information Systems Support Specialist Interpreter for the Hearing Impaired
37	Library/Media Technician Warehouse/Delivery Worker	57	Interpreter for the Hearing Impaired (NIC) Network Technician
38	Administrative Secretary-Middle School Custodian Crew Leader Purchasing Assistant School Bus Driver	60	Interpreter for the Hearing Impaired (NIC Adv.) Loss Control Analyst Occupational Therapist
39	Grounds/Maintenance Worker II Warehouse/Stores Worker School Plant Supervisor-Middle School	62	Contracts Analyst Construction Contracts Analyst Facilities Planning Analyst
40	Administrative Secretary Accounting Assistant Accounting Assistant-ASB Buyer Grounds Maintenance Worker/Applicator Human Resources Assistant Lead Library/Media Technician Maintenance Worker II Registrar Tutoring Center Specialist	63	Interpreter for the Hearing Impaired (NIC Master)

Appendix "A" for CSEA contract starting 07/01/09
Revisions: 07/2011; 02/2012; 11/2012; 01/2013; 02/2013;
08/2013; 09/2013; 01/2014

APPENDIX "B"

CLASSIFIED SALARIES

EFFECTIVE JULY 1, 2009

0.00%

2009-10

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Yearly 18	\$22,257.00	\$23,380.00	\$24,541.00	\$25,785.00	\$27,029.00	\$28,786.00
Monthly	\$1,855.00	\$1,948.00	\$2,045.00	\$2,149.00	\$2,252.00	\$2,399.00
Hourly	\$10.70	\$11.24	\$11.80	\$12.40	\$12.99	\$13.84
20	\$23,603.00	\$24,808.00	\$26,031.00	\$27,377.00	\$28,786.00	\$30,171.00
	\$1,967.00	\$2,067.00	\$2,169.00	\$2,281.00	\$2,399.00	\$2,514.00
	\$11.35	\$11.93	\$12.51	\$13.16	\$13.84	\$14.51
21	\$24,235.00	\$25,459.00	\$26,703.00	\$28,031.00	\$29,518.00	\$31,010.00
	\$2,020.00	\$2,122.00	\$2,225.00	\$2,336.00	\$2,460.00	\$2,584.00
	\$11.65	\$12.24	\$12.84	\$13.48	\$14.19	\$14.91
22	\$24,808.00	\$26,031.00	\$27,377.00	\$28,786.00	\$30,171.00	\$31,867.00
	\$2,067.00	\$2,169.00	\$2,281.00	\$2,399.00	\$2,514.00	\$2,656.00
	\$11.93	\$12.51	\$13.16	\$13.84	\$14.51	\$15.32
23	\$25,459.00	\$26,703.00	\$28,031.00	\$29,518.00	\$31,010.00	\$32,621.00
	\$2,122.00	\$2,225.00	\$2,336.00	\$2,460.00	\$2,584.00	\$2,718.00
	\$12.24	\$12.84	\$13.48	\$14.19	\$14.91	\$15.68
24	\$26,031.00	\$27,377.00	\$28,786.00	\$30,171.00	\$31,867.00	\$33,375.00
	\$2,169.00	\$2,281.00	\$2,399.00	\$2,514.00	\$2,656.00	\$2,781.00
	\$12.51	\$13.16	\$13.84	\$14.51	\$15.32	\$16.05
25	\$26,703.00	\$28,031.00	\$29,518.00	\$31,010.00	\$32,621.00	\$34,150.00
	\$2,225.00	\$2,336.00	\$2,460.00	\$2,584.00	\$2,718.00	\$2,846.00
	\$12.84	\$13.48	\$14.19	\$14.91	\$15.68	\$16.42
26	\$27,377.00	\$28,786.00	\$30,171.00	\$31,867.00	\$33,375.00	\$35,007.00
	\$2,281.00	\$2,399.00	\$2,514.00	\$2,656.00	\$2,781.00	\$2,917.00
	\$13.16	\$13.84	\$14.51	\$15.32	\$16.05	\$16.83
27	\$28,031.00	\$29,518.00	\$31,010.00	\$32,621.00	\$34,150.00	\$35,782.00
	\$2,336.00	\$2,460.00	\$2,584.00	\$2,718.00	\$2,846.00	\$2,982.00
	\$13.48	\$14.19	\$14.91	\$15.68	\$16.42	\$17.20
28	\$28,786.00	\$30,171.00	\$31,867.00	\$33,375.00	\$35,007.00	\$36,841.00
	\$2,399.00	\$2,514.00	\$2,656.00	\$2,781.00	\$2,917.00	\$3,070.00
	\$13.84	\$14.51	\$15.32	\$16.05	\$16.83	\$17.71
29	\$29,518.00	\$31,010.00	\$32,621.00	\$34,150.00	\$35,782.00	\$37,720.00
	\$2,460.00	\$2,584.00	\$2,718.00	\$2,846.00	\$2,982.00	\$3,143.00
	\$14.19	\$14.91	\$15.68	\$16.42	\$17.20	\$18.13
30	\$30,171.00	\$31,867.00	\$33,375.00	\$35,007.00	\$36,841.00	\$38,638.00
	\$2,514.00	\$2,656.00	\$2,781.00	\$2,917.00	\$3,070.00	\$3,220.00
	\$14.51	\$15.32	\$16.05	\$16.83	\$17.71	\$18.58
31	\$31,010.00	\$32,621.00	\$34,150.00	\$35,782.00	\$37,720.00	\$39,513.00
	\$2,584.00	\$2,718.00	\$2,846.00	\$2,982.00	\$3,143.00	\$3,293.00
	\$14.91	\$15.68	\$16.42	\$17.20	\$18.13	\$19.00
32	\$31,867.00	\$33,375.00	\$35,007.00	\$36,841.00	\$38,638.00	\$40,476.00
	\$2,656.00	\$2,781.00	\$2,917.00	\$3,070.00	\$3,220.00	\$3,373.00
	\$15.32	\$16.05	\$16.83	\$17.71	\$18.58	\$19.46

APPENDIX "B" CLASSIFIED SALARIES

ITEM 16

(continued)

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Range							
Yearly	33	\$32,621.00	\$34,150.00	\$35,782.00	\$37,720.00	\$39,513.00	\$41,595.00
Monthly		\$2,718.00	\$2,846.00	\$2,982.00	\$3,143.00	\$3,293.00	\$3,466.00
Hourly		\$15.68	\$16.42	\$17.20	\$18.13	\$19.00	\$20.00
	34	\$33,375.00	\$35,007.00	\$36,841.00	\$38,638.00	\$40,476.00	\$42,535.00
		\$2,781.00	\$2,917.00	\$3,070.00	\$3,220.00	\$3,373.00	\$3,545.00
		\$16.05	\$16.83	\$17.71	\$18.58	\$19.46	\$20.45
	35	\$34,150.00	\$35,782.00	\$37,720.00	\$39,513.00	\$41,595.00	\$43,656.00
		\$2,846.00	\$2,982.00	\$3,143.00	\$3,293.00	\$3,466.00	\$3,638.00
		\$16.42	\$17.20	\$18.13	\$19.00	\$20.00	\$20.99
	36	\$35,007.00	\$36,841.00	\$38,638.00	\$40,476.00	\$42,535.00	\$44,799.00
		\$2,917.00	\$3,070.00	\$3,220.00	\$3,373.00	\$3,545.00	\$3,733.00
		\$16.83	\$17.71	\$18.58	\$19.46	\$20.45	\$21.54
	37	\$35,782.00	\$37,720.00	\$39,513.00	\$41,595.00	\$43,656.00	\$45,839.00
		\$2,982.00	\$3,143.00	\$3,293.00	\$3,466.00	\$3,638.00	\$3,820.00
		\$17.20	\$18.13	\$19.00	\$20.00	\$20.99	\$22.04
	38	\$36,841.00	\$38,638.00	\$40,476.00	\$42,535.00	\$44,799.00	\$46,637.00
		\$3,070.00	\$3,220.00	\$3,373.00	\$3,545.00	\$3,733.00	\$3,886.00
		\$17.71	\$18.58	\$19.46	\$20.45	\$21.54	\$22.42
	39	\$37,720.00	\$39,513.00	\$41,595.00	\$43,656.00	\$45,839.00	\$48,123.00
		\$3,143.00	\$3,293.00	\$3,466.00	\$3,638.00	\$3,820.00	\$4,010.00
		\$18.13	\$19.00	\$20.00	\$20.99	\$22.04	\$23.14
	40	\$38,638.00	\$40,476.00	\$42,535.00	\$44,799.00	\$47,022.00	\$49,225.00
		\$3,220.00	\$3,373.00	\$3,545.00	\$3,733.00	\$3,919.00	\$4,102.00
		\$18.58	\$19.46	\$20.45	\$21.54	\$22.61	\$23.67
	41	\$39,513.00	\$41,595.00	\$43,656.00	\$45,839.00	\$48,123.00	\$50,469.00
		\$3,293.00	\$3,466.00	\$3,638.00	\$3,820.00	\$4,010.00	\$4,206.00
		\$19.00	\$20.00	\$20.99	\$22.04	\$23.14	\$24.26
	42	\$40,476.00	\$42,535.00	\$44,799.00	\$47,022.00	\$49,225.00	\$51,774.00
		\$3,373.00	\$3,545.00	\$3,733.00	\$3,919.00	\$4,102.00	\$4,315.00
		\$19.46	\$20.45	\$21.54	\$22.61	\$23.67	\$24.89
	43	\$41,595.00	\$43,656.00	\$45,839.00	\$48,123.00	\$50,469.00	\$53,019.00
		\$3,466.00	\$3,638.00	\$3,820.00	\$4,010.00	\$4,206.00	\$4,418.00
		\$20.00	\$20.99	\$22.04	\$23.14	\$24.26	\$25.49
	44	\$42,535.00	\$44,799.00	\$47,022.00	\$49,225.00	\$51,774.00	\$54,345.00
		\$3,545.00	\$3,733.00	\$3,919.00	\$4,102.00	\$4,315.00	\$4,529.00
		\$20.45	\$21.54	\$22.61	\$23.67	\$24.89	\$26.13
	45	\$43,656.00	\$45,839.00	\$48,123.00	\$50,469.00	\$53,019.00	\$55,610.00
		\$3,638.00	\$3,820.00	\$4,010.00	\$4,206.00	\$4,418.00	\$4,634.00
		\$20.99	\$22.04	\$23.14	\$24.26	\$25.49	\$26.74
	46	\$44,799.00	\$47,022.00	\$49,225.00	\$51,774.00	\$54,345.00	\$57,119.00
		\$3,733.00	\$3,919.00	\$4,102.00	\$4,315.00	\$4,529.00	\$4,760.00
		\$21.54	\$22.61	\$23.67	\$24.89	\$26.13	\$27.46

APPENDIX "B" CLASSIFIED SALARIES

ITEM 16

(continued)

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Range							
Yearly	47	\$45,839.00	\$48,123.00	\$50,469.00	\$53,019.00	\$55,610.00	\$58,549.00
Monthly		\$3,820.00	\$4,010.00	\$4,206.00	\$4,418.00	\$4,634.00	\$4,879.00
Hourly		\$22.04	\$23.14	\$24.26	\$25.49	\$26.74	\$28.15
	48	\$47,022.00	\$49,225.00	\$51,774.00	\$54,345.00	\$57,119.00	\$60,016.00
		\$3,919.00	\$4,102.00	\$4,315.00	\$4,529.00	\$4,760.00	\$5,001.00
		\$22.61	\$23.67	\$24.89	\$26.13	\$27.46	\$28.85
	49	\$48,123.00	\$50,469.00	\$53,019.00	\$55,610.00	\$58,549.00	\$61,507.00
		\$4,010.00	\$4,206.00	\$4,418.00	\$4,634.00	\$4,879.00	\$5,126.00
		\$23.14	\$24.26	\$25.49	\$26.74	\$28.15	\$29.57
	50	\$49,225.00	\$51,774.00	\$54,345.00	\$57,119.00	\$60,016.00	\$63,056.00
		\$4,102.00	\$4,315.00	\$4,529.00	\$4,760.00	\$5,001.00	\$5,255.00
		\$23.67	\$24.89	\$26.13	\$27.46	\$28.85	\$30.32
	51	\$50,469.00	\$53,019.00	\$55,610.00	\$58,549.00	\$61,507.00	\$64,607.00
		\$4,206.00	\$4,418.00	\$4,634.00	\$4,879.00	\$5,126.00	\$5,384.00
		\$24.26	\$25.49	\$26.74	\$28.15	\$29.57	\$31.06
	52	\$51,774.00	\$54,345.00	\$57,119.00	\$60,016.00	\$63,056.00	\$66,197.00
		\$4,315.00	\$4,529.00	\$4,760.00	\$5,001.00	\$5,255.00	\$5,516.00
		\$24.89	\$26.13	\$27.46	\$28.85	\$30.32	\$31.83
	53	\$53,019.00	\$55,610.00	\$58,549.00	\$61,507.00	\$64,607.00	\$67,891.00
		\$4,418.00	\$4,634.00	\$4,879.00	\$5,126.00	\$5,384.00	\$5,658.00
		\$25.49	\$26.74	\$28.15	\$29.57	\$31.06	\$32.64
	54	\$54,345.00	\$57,119.00	\$60,016.00	\$63,056.00	\$66,197.00	\$69,627.00
		\$4,529.00	\$4,760.00	\$5,001.00	\$5,255.00	\$5,516.00	\$5,802.00
		\$26.13	\$27.46	\$28.85	\$30.32	\$31.83	\$33.47
	55	\$55,610.00	\$58,549.00	\$61,507.00	\$64,607.00	\$67,891.00	\$71,287.00
		\$4,634.00	\$4,879.00	\$5,126.00	\$5,384.00	\$5,658.00	\$5,941.00
		\$26.74	\$28.15	\$29.57	\$31.06	\$32.64	\$34.27
	56	\$57,119.00	\$60,016.00	\$63,056.00	\$66,197.00	\$69,627.00	\$73,107.00
		\$4,760.00	\$5,001.00	\$5,255.00	\$5,516.00	\$5,802.00	\$6,092.00
		\$27.46	\$28.85	\$30.32	\$31.83	\$33.47	\$35.15
	57	\$58,549.00	\$61,507.00	\$64,607.00	\$67,891.00	\$71,287.00	\$74,851.00
		\$4,879.00	\$5,126.00	\$5,384.00	\$5,658.00	\$5,941.00	\$6,238.00
		\$28.15	\$29.57	\$31.06	\$32.64	\$34.27	\$35.99
	58	\$60,016.00	\$63,056.00	\$66,197.00	\$69,627.00	\$73,107.00	\$76,764.00
		\$5,001.00	\$5,255.00	\$5,516.00	\$5,802.00	\$6,092.00	\$6,397.00
		\$28.85	\$30.32	\$31.83	\$33.47	\$35.15	\$36.91
	59	\$61,507.00	\$64,607.00	\$67,891.00	\$71,287.00	\$74,851.00	\$78,595.00
		\$5,126.00	\$5,384.00	\$5,658.00	\$5,941.00	\$6,238.00	\$6,550.00
		\$29.57	\$31.06	\$32.64	\$34.27	\$35.99	\$37.79
	60	\$63,056.00	\$66,197.00	\$69,627.00	\$73,107.00	\$76,764.00	\$80,604.00
		\$5,255.00	\$5,516.00	\$5,802.00	\$6,092.00	\$6,397.00	\$6,717.00
		\$30.32	\$31.83	\$33.47	\$35.15	\$36.91	\$38.75

APPENDIX "B" CLASSIFIED SALARIES

ITEM 16

(continued)

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Range							
Yearly	61	\$64,607.00	\$67,891.00	\$71,287.00	\$74,851.00	\$78,595.00	\$82,523.00
Monthly		\$5,384.00	\$5,658.00	\$5,941.00	\$6,238.00	\$6,550.00	\$6,877.00
Hourly		\$31.06	\$32.64	\$34.27	\$35.99	\$37.79	\$39.67
	62	\$66,197.00	\$69,627.00	\$73,107.00	\$76,764.00	\$80,604.00	\$84,633.00
		\$5,516.00	\$5,802.00	\$6,092.00	\$6,397.00	\$6,717.00	\$7,053.00
		\$31.83	\$33.47	\$35.15	\$36.91	\$38.75	\$40.69
	63	\$67,891.00	\$71,287.00	\$74,851.00	\$78,595.00	\$82,523.00	\$86,650.00
		\$5,658.00	\$5,941.00	\$6,238.00	\$6,550.00	\$6,877.00	\$7,221.00
		\$32.64	\$34.27	\$35.99	\$37.79	\$39.67	\$41.66
	64	\$69,627.00	\$73,107.00	\$76,764.00	\$80,604.00	\$84,633.00	\$88,865.00
		\$5,802.00	\$6,092.00	\$6,397.00	\$6,717.00	\$7,053.00	\$7,405.00
		\$33.47	\$35.15	\$36.91	\$38.75	\$40.69	\$42.72
	65	\$71,287.00	\$74,851.00	\$78,595.00	\$82,523.00	\$86,650.00	\$90,984.00
		\$5,941.00	\$6,238.00	\$6,550.00	\$6,877.00	\$7,221.00	\$7,582.00
		\$34.27	\$35.99	\$37.79	\$39.67	\$41.66	\$43.74
	66	\$73,107.00	\$76,764.00	\$80,604.00	\$84,633.00	\$88,865.00	\$93,309.00
		\$6,092.00	\$6,397.00	\$6,717.00	\$7,053.00	\$7,405.00	\$7,776.00
		\$35.15	\$36.91	\$38.75	\$40.69	\$42.72	\$44.86
	67	\$74,851.00	\$78,595.00	\$82,523.00	\$86,650.00	\$90,984.00	\$95,530.00
		\$6,238.00	\$6,550.00	\$6,877.00	\$7,221.00	\$7,582.00	\$7,961.00
		\$35.99	\$37.79	\$39.67	\$41.66	\$43.74	\$45.93

APPENDIX "C"**SALARY PLACEMENT – LONGEVITY BENEFITS**

New employees shall normally begin at Step 01. Placement on the salary schedule shall be made by the Board of Trustees on the recommendation of the Superintendent.

Employees shall have as their anniversary date for advancement to the next step, the beginning of the next month after completion of twelve (12) months service; i.e., the anniversary date of a contract dated November 15 shall be December 1.

A 2.5% differential pay shall be allowed for all classifications when more than 50 percent (50%) of their regularly assigned duty hours fall between the hours of 3:00 p.m. and 6:00 a.m.

A 7.5% salary increase shall be allowed for all classifications when an employee maintains and uses their Licensed Vocational Nurse (LVN) Certification and/or a Registered Nurse (RN) Certification.

LONGEVITY BENEFITS

An increment of 2.5% salary for a twelve (12) month, eight (8) hours per day, full-time employee at the end of 10, 15, 20, 25, and 30 years respectively shall be added to the employee's annual salary. The longevity increment for those employees employed less than twelve (12) months or less than eight (8) hours per day, will be prorated in accordance with the number of months and/or hours of regular employment. In no case will a full-time employee, employed prior to 07/01/89 receive less than \$425.00 per longevity increment.

APPENDIX "D"

EXTRA-CURRICULAR SCHEDULE

ITEM 16

(Effective July 1, 2006)

Announcer	\$30.00
Booth Control.....	\$50.00
Cash Control (short event).....	\$25.00
Cash Control (long event).....	\$50.00
Chain Gang (each)	\$35.00
Concession Helper (short event)	\$15.00
Concession Helper (long event)	\$30.00
Concession Supervisor (short event).....	\$50.00
Concession Supervisor (long event).....	\$80.00
Game Security (short event).....	\$30.00
Game Security (long event)	\$60.00
Parking Lot Supervisor (long event)	\$60.00
Proctor (SAT/ACT/PSAT...).....	\$100.00
Scorekeeper	\$30.00
Supervisor (short event)	\$30.00
Supervisor (long event).....	\$60.00
Ticket Taker/Seller (short event).....	\$30.00
Ticket Taker/Seller (long event).....	\$60.00
Timer	\$30.00
Clerk of the Course (Track Meet)	Employee's Hourly Rate
Event Judge (Track Meet)	Employee's Hourly Rate

Short Event is defined as up to and including two hours, thirty minutes.

Long Event is defined as two hours, thirty-one minutes or more.

Employees working events in the same classification as their regular positions will be paid as additional hours (or overtime, if appropriate) in their regular positions.

If a "Short Event" extends past the above hour definition, the employee shall be paid the "Long Event" rate.

In the event of a "no show" or cancellation of an event, if the employee was required to attend for any amount of time, he/she shall be paid a minimum of fifteen dollars (\$15.00).

Should a District team become eligible for CIF playoff held during working hours, the Classified Coach will be given release time to accompany the team.

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 24, 2014

BOARD MEETING DATE: April 3, 2014

PREPARED BY: Delores Perley, Director of Finance
John Addleman, Director of Planning Svcs.
Eric R. Dill, Assoc. Superintendent, Business

SUBMITTED BY: Rick Schmitt
Superintendent

SUBJECT: ACCEPTANCE OF THE 2012-13 ANNUAL
PROPOSITION AA BUILDING FUND AUDIT
REPORT

EXECUTIVE SUMMARY

In November 2012, the San Dieguito community approved the passage of Proposition AA, a General Obligation Bond initiative. Proposition 39 General Obligation bonds require an independent performance audit to ensure that funds have been expended only on the specific projects listed in the ballot measure and a financial audit of the bond proceeds. The audit also includes an evaluation of procedures including internal controls and the formation, composition and purpose of the Independent Citizens' Oversight Committee.

The District entered into an agreement for the annual Proposition AA audit with Wilkinson, Hadley, King, & Co. LLP – Certified Public Accountants. The audit has been completed in accordance with state law. Wilkinson, Hadley, King, & Co. LLP now present the audit report for your review and acceptance.

Findings and recommendations are noted on page 19 of the audit report. The report does not contain any negative findings or identify any material weaknesses in the District's internal controls. In addition, review of the Proposition AA procedures and Independent Citizens' Oversight Committee compliance requirements revealed no areas of noncompliance.

The audit has been presented to the Independent Citizens' Oversight Committee at the April 1, 2014 meeting. The auditor was present to answer any questions from committee members.

ITEM 17

RECOMMENDATION:

It is recommended that the Board accept the 2012-13 annual Proposition AA Building Fund audit of the San Dieguito Union High School District, as prepared by Wilkinson, Hadley, King, & Co. LLP, as shown in the attached supplement.

FUNDING SOURCE:

Not applicable.

ITEM 17

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
PROPOSITION AA BUILDING FUND
GENERAL OBLIGATION BONDS**

AUDIT REPORT

JUNE 30, 2013

ITEM 17

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
PROPOSITION AA BUILDING FUND
GENERAL OBLIGATION BONDS
TABLE OF CONTENTS**

INTRODUCTION	<u>Page</u>
Introduction and Citizens' Oversight Committee Member Listing.....	1
Independent Auditor's Report.....	2
FINANCIAL SECTION	
Balance Sheet.....	4
Statement of Revenues, Expenditures, and Changes in Fund Balance.....	5
Notes to the Financial Statements.....	6
OTHER INDEPENDENT AUDITORS' REPORTS	
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	14
Independent Auditors' Report on Performance.....	16
FINDINGS AND RESPONSES SECTION	
Schedule of Findings and Responses.....	19
Schedule of Prior Audit Findings.....	20

ITEM 17

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
PROPOSITION 39 GENERAL OBLIGATION BONDS
PROPOSITION AA
INTRODUCTION AND CITIZENS' OVERSIGHT COMMITTEE MEMBER LISTING**

On November 6, 2012 the San Dieguito Union High School District was successful under Proposition AA in obtaining District voters to issue up to \$449,000,000 in General Obligation Bonds pursuant to a 55% vote in a bond election. The General Obligation Bonds are considered Proposition 39 bonds. The passage of Proposition 39 in November 2000 amended the California Constitution to include accountability measures. Specifically, the District must conduct an annual, independent performance audit to ensure that funds have been expended only on the specific projects listed as well as an annual, independent financial audit of the proceeds from the sale of the bonds until all of the proceeds have been expended.

Upon passage of Proposition 39, an accompanying piece of legislation, AB 1908 was also enacted, which amended the Education Code to establish additional procedures which must be followed if a District seeks approval of a bond measure pursuant to the 55% majority authorized in Proposition 39 including formation, composition and purpose of the Independent Citizens' Oversight Committee, and authorization for injunctive relief against improper expenditure of bond revenues.

The San Dieguito Union High School District Proposition AA Independent Citizens' Oversight Committee as of June 30, 2013 was comprised of the following members:

<u>Name</u>	<u>Position</u>	<u>Term Expiration</u>
Rhea Stewart	President-At Large Member	June 2015
Michael Kenny	Representative-Business Organization Member	June 2015
Lorraine Kent	Secretary-Taxpayer Association Member	June 2015
Larry Lugo	Member-Parent of SDUHSD Student	June 2015
Clarke Caines	Member-Parent and Active in PTA	June 2015
Mary Farrell	Member-Senior Citizen Organization	June 2015
Kim Bass	Member-At-Large	June 2015
Scott Seidenverg	Member-At Large	June 2015
Jeffery Thomas	Member-At Large	June 2015



P. Robert Wilkinson, CPA
Brian K. Hadley, CPA
Natalie C. Azzam, CPA

ITEM 17

Aubrey W. King, CPA
Richard K. Savage, CPA

INDEPENDENT AUDITOR'S REPORT

**Governing Board Members and
Citizens' Oversight Committee
San Dieguito Union High School District
Encinitas, California**

Report on Financial Statements

We have audited the accompanying financial statements of Proposition AA Building Fund (21-39) of San Dieguito Union High School District, which comprise the balance sheet as of June 30, 2013, and the related statement of revenues, expenditures, and changes in fund balance for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

ITEM 17

Emphasis of Matter

As discussed in Note B, the financial statements present only the Building Fund (21-39) which is specific to Proposition AA and is not intended to present fairly the financial position and results of operations of San Dieguito Union High School District in conformity with accounting principles generally accepted in the United States of America.

Also, described in Note B to the financial statements, in 2013, the District adopted new accounting guidance, Government Accounting Standards Board Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*. Our opinion is not modified with respect to this matter.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Proposition AA Building Fund (21-39) of San Dieguito Union High School District as of June 30, 2013, and the results of its operations for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 18, 2014, on our consideration of San Dieguito Union High School District's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, grants agreements and other matters. The purpose of that report is to describe the scope of our testing of internal controls over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Wilkinson Hadley King & Co., LLP

El Cajon, California
February 18, 2014

ITEM 17

FINANCIAL SECTION

ITEM 17

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
PROPOSITION AA BUILDING FUND
GENERAL OBLIGATION BONDS
BALANCE SHEET
JUNE 30, 2013**

ASSETS**CURRENT ASSETS**

Cash in County Treasury	\$ 161,444,213
Investments - Cash With Fiscal Agent	3,589,642
Accounts Receivable	<u>114,398</u>

TOTAL ASSETS

\$ 165,148,253

LIABILITIES AND FUND BALANCE

Accounts Payable	\$ 3,735,032
Due to Capital Facilities Fund	<u>199,515</u>

TOTAL LIABILITIES

3,934,547

FUND BALANCE

Restricted for Capital Projects	<u>161,213,706</u>
---------------------------------	--------------------

TOTAL LIABILITIES AND FUND BALANCE

\$ 165,148,253

The accompanying notes are an integral part of these financial statements

ITEM 17

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
PROPOSITION AA BUILDING FUND
GENERAL OBLIGATION BONDS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE
FOR THE YEAR ENDED JUNE 30, 2013**

REVENUES	
Interest Income	\$ 114,398
TOTAL REVENUES	114,398
EXPENDITURES	
Classified Salaries	139,582
Employee Benefits	53,408
Other Operating Expenses	7,923
Capital Outlay:	
Site Construction	339,448
Land Improvements	946,318
New Construction	261,230
Construction Improvement	2,536,498
Technology Equipment	11,476
Equipment Replacement	938,581
TOTAL EXPENDITURES	5,234,464
EXCESS OF EXPENDITURES OVER REVENUES	(5,120,066)
OTHER FINANCING SOURCES (USES)	
Proceeds From Sale of Bonds	160,000,000
Bond Premium	8,336,717
Underwriter Discount	(744,000)
Bond Issuance Costs	(493,357)
Transfer to General Fund	(765,588)
TOTAL OTHER FINANCING SOURCES (USES)	166,333,772
NET CHANGE IN FUND BALANCE	161,213,706
FUND BALANCE, BEGINNING OF YEAR	-
FUND BALANCE, END OF YEAR	\$ 161,213,706

The accompanying notes are an integral part of these financial statements

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
PROPOSITION AA BUILDING FUND
GENERAL OBLIGATION BONDS
NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2013**

A. Definition of the Fund

The Building Fund (21-39) was formed to account for property acquisition and construction of new schools as well as renovation of current schools for the San Dieguito Union High School District (District), through expenditures of general obligation bonds issued under the General Obligation Bonds Election of 2012. Fund (21-39) is one of the Building Funds of the District.

B. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America, as prescribed by the Governmental Accounting Standards Board (GASB) and *Audits of State and Local Governmental Units* issued by the American Institute of Certified Public Accountants.

Fund Structure

The accompanying financial statements are used to account for the transactions of the Building Fund (21-39) specific to Proposition AA as defined in Note A and are not intended to present fairly the financial position and results of operations of San Dieguito Union High School District in conformity with accounting principles generally accepted in the United States of America.

Basis of Accounting

Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of measurement made, regardless of the measurement focus applied.

Building Fund (21-39) is maintained on the modified accrual basis of accounting. Its revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the current fiscal period. Expenditures are recognized in the accounting period in which the liability is incurred (when goods are received or services rendered). With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. The statement of revenues, expenditures, and changes in fund balance reports on the sources (revenues and other financing sources) and uses (expenditures and other financing uses) of current financial resources.

Budgets and Budgetary Accounting

The Board of Trustees adopts an operating budget no later than July 1 in accordance with state law. This budget is revised by the Board of Trustees during the year to give consideration to unanticipated revenue and expenditures primarily resulting from events unknown at the time of budget adoption. The District employs budget control by minor object and by individual appropriation accounts. Expenditures cannot legally exceed appropriations by major object account.

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
PROPOSITION AA BUILDING FUND
GENERAL OBLIGATION BONDS
NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2013
(Continued)**

B. Summary of Significant Accounting Policies (Continued)

Encumbrances

The District utilizes an encumbrance accounting system under which purchase orders, contracts and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation. Encumbrances are liquidated at June 30 since they do not constitute expenditures or liabilities.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

Cash in County Treasury

In accordance with Education Code §41001, the District maintains a substantial amount of its cash in the San Diego County Treasury. The County pools these funds with those of other districts in the County and invests the cash. These pooled funds are carried at cost, which approximates fair value, in accordance with the requirements of GASB Statement No. 31.

Interest earned is deposited quarterly into participating funds. Any investment losses are proportionately shared by all funds in the pool.

The county is authorized to deposit cash and invest excess funds by California Government Code §53648 et.seq. The funds maintained by the county are either secured by federal depository insurance or are collateralized.

Information regarding the amount of dollars invested in derivatives with San Diego County Treasury was not available.

Receivables and Payables

Transactions between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as interfund receivables/payables. Accounts receivable are recorded net of estimated uncollectible amounts. There were no significant receivables that are not scheduled for collection within one year of year-end.

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
PROPOSITION AA BUILDING FUND
GENERAL OBLIGATION BONDS
NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2013
(Continued)**

B. Summary of Significant Accounting Policies (Continued)

Fund Balance Reserves and Designations

Fund balances of the governmental funds are classified as follows:

Nonspendable Fund Balance – represents amounts that cannot be spent because they are either not in spendable form (such as inventory or prepaid insurance) or legally required to remain intact (such as notes receivable or principal of a permanent fund).

Restricted Fund Balance – represents amounts that are constrained by external parties, constitutional provisions or enabling legislation.

Committed Fund Balance – represents amounts that can only be used for a specific purpose because of a formal action by the District's governing board. Committed amounts cannot be used for any other purpose unless the governing board removes those constraints by taking the same type of formal action. Committed fund balance amounts may be used for other purposes with appropriate due process by the governing board. Commitments are typically done through adoption and amendment of the budget. Committed fund balance amounts differ from restricted balances in that the constraints on their use do not come from outside parties, constitutional provisions, or enabling legislation.

Assigned Fund Balance – represents amounts which the District intends to use for a specific purpose, but that do not meet the criteria to be classified as restricted or committed. Intent may be stipulated by the governing board or by an official or body to which the governing board delegates the authority. Specific amounts that are not restricted or committed in a special revenue, capital projects, debt service or permanent fund are assigned for purposes in accordance with the nature of their fund type or the fund's primary purpose. Assignments within the general fund conveys that the intended use of those amounts is for a specific purpose that is narrower than the general purposes of the District itself.

Unassigned Fund Balance – represents amounts which are unconstrained in that they may be spent for any purpose. Only the general fund reports a positive unassigned fund balance. Other governmental funds might report a negative balance in this classification because of overspending for specific purposes for which amounts has been restricted, committed or assigned.

When an expenditure is incurred for a purpose for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds.

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
PROPOSITION AA BUILDING FUND
GENERAL OBLIGATION BONDS
NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2013
(Continued)**

B. Summary of Significant Accounting Policies (Continued)

GASB 63 Implementation

The District has implemented GASB Statement Number 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*. The purpose of this pronouncement is to improve financial reporting by standardizing the presentation of deferred inflows and outflows or resources and their effects on a government's net position. Transactions that result in consumption or acquisition of net assets in one period that are applicable to future periods are deferred outflows and inflows of resources are distinguished from assets and liabilities. Net position is the difference between 1) assets and deferred outflows of resources; and 2) liabilities and deferred inflows of resources. For the year ended June 30, 2013 the District did not have any items which would be considered deferred outflows and inflows of resources.

C. Cash and Investments

Cash in County Treasury

The District maintains significantly all of its cash in the San Diego County Treasury as part of the common investment pool. As of June 30, 2013, the portion of cash in county treasury attributed to Building Fund (21-39) was \$161,444,213. The fair value of Building Fund (21-39)'s portion of this pool as of that date, as provided by the pool sponsor, was \$161,444,213. Assumptions made in determining the fair value of the pooled investment portfolios are available from the County Treasurer.

The District is considered to be an involuntary participant in an external investment pool as the District is required to deposit all receipts and collections of monies with their County Treasurer (Education Code Section 41001).

The fair value of the District's investment in the pool is reported in the accounting financial statement at amounts based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

Investments

The District is authorized under California Government Code to make direct investments in local agency bonds, notes, or warrants within the State; U.S. Treasury instruments; registered State warrants or treasury notes; securities of the U.S. Government, or its agencies; bankers acceptances; commercial paper; certificates of deposits placed with commercial banks and/or savings and loan companies; repurchase or reverse repurchase agreements; medium term corporate notes; shares of beneficial interest issued by diversified management companies; certificates of participation; obligations with first priority security; and collateralized mortgage obligations.

ITEM 17

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
PROPOSITION AA BUILDING FUND
GENERAL OBLIGATION BONDS
NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2013
(Continued)**

C. Cash and Investments (Continued)

The District's investments attributed to Building Fund (21-39) at June 30, 2013 are shown below.

<u>Investment or Investment Type</u>	<u>Fair Value</u>
Money Market Funds	\$ 37,634
U.S. Treasury Bonds	3,552,008
Total Investments	<u>\$ 3,589,642</u>

Analysis of Specific Deposit and Investment Risks

GASB Statement No. 40 requires a determination as to whether the District was exposed to the following specific investment risks at year end and if so, the reporting of certain related disclosures:

a. *Credit Risk*

Credit risk is the risk that an issuer or their counterparty to an investment will not fulfill its obligations. The county is restricted by Government Code Section 53635 pursuant to Section 53601 to invest only in time deposits, U.S. government securities, state registered warrants, notes or bonds, State Treasurer's investment pool, bankers' acceptances, commercial paper, negotiable certificates of deposit, and repurchase or reverse repurchase agreements. The ratings of securities by nationally recognized rating agencies are designed to give an indication of credit risk. At year end, the District was not exposed to credit risk. The San Diego County Investment Pool is rated AAA by Standard & Poors.

b. *Custodial Credit Risk*

Deposits are exposed to custodial credit risk if they are not covered by depository insurance and the deposits are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution's trust department or agent but not in the District's name. At year end, the District was not exposed to custodial credit risk.

c. *Concentration of Credit Risk*

This risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. At year end, the District was not exposed to concentration of credit risk.

ITEM 17

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
PROPOSITION AA BUILDING FUND
GENERAL OBLIGATION BONDS
NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2013
(Continued)**

C. Cash and Investments (Continued)*d. Interest Rate Risk*

This is the risk that changes in interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The District manages its exposures to interest rate risk by investing in the County Treasury. The District maintains an investment with the San Diego County Investment Pool with a fair value of \$161,444,213 and a book value of \$161,444,213 for Building Fund (21-39). The weighted average days to maturity for this investment pool is 370 days.

e. Foreign Currency Risk

This is the risk that exchange rates will adversely affect the fair value of an investment. At year end, the District was not exposed to foreign currency risk.

f. Investment Accounting Policy

The district is required by GASB statement No. 31 to disclose its policy for determining which investments, if any are reported at amortized cost. The District's general policy is to report money market investments and short-term participating interest-earning investment contracts using a cost-based measure; however, if the fair value of an investment is significantly affected by the impairment of the credit standing of the issuer or by other factors, it is reported at fair value.

All other investments are reported at fair value unless a legal contract exists which guarantees a higher value. The term "short-term" refers to investments which have a remaining term of one year or less at time of purchase. The term "nonparticipating" means that the investment's value does not vary with market interest rate changes. Nonnegotiable certificates of deposit are examples of nonparticipating interest-earning investment contracts.

D. Accounts Receivable

Accounts receivable at June 30, 2013 consisted of:

Interest	<u>\$ 114,398</u>
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E. Accounts Payable

Accounts payable at June 30, 2013 consisted of:

Vendor payables	<u>\$ 3,735,032</u>
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ITEM 17

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
PROPOSITION AA BUILDING FUND
GENERAL OBLIGATION BONDS
NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2013
(Continued)**

G. Long-Term Debt (Continued)

The annual requirements to amortize the general obligation bonds payable outstanding as of June 30, 2013 is as follows:

Year Ending June 30,	Principal	Interest	Total
2014	\$ -	\$ 4,962,482	\$ 4,962,482
2015	10,245,000	6,115,361	16,360,361
2016	5,535,000	6,042,725	11,577,725
2017	-	6,015,050	6,015,050
2018	-	6,015,050	6,015,050
2019-2023	8,875,000	29,349,125	38,224,125
2024-2028	21,940,000	25,695,000	47,635,000
2029-2033	36,505,000	19,340,500	55,845,500
2034-2038	60,930,000	9,752,800	70,682,800
2039	15,970,000	319,400	16,289,400
Totals	<u>\$ 160,000,000</u>	<u>\$ 113,607,493</u>	<u>\$ 273,607,493</u>

H. Construction Commitments

As of June 30, 2013, the Building Fund had the following commitments with respect to unfinished capital projects:

Construction in Process:	Commitments	Expected Date of Final Completion
Canyon Crest Academy Field and Track Phase 1	\$ 3,200,998	August 2013
Diegueno Middle School HVAC Phase 1A	\$ 2,247,977	August 2013
La Costa Canyon HVAC Phase 1A	\$ 2,653,639	November 2013
Oak Crest Middle School HVAC/Lower Field Phase 1	\$ 1,976,146	August 2013
San Dieguito Academy Field and Track Phase 1A	\$ 3,914,405	November 2013
Sunset High School Network Upgrades	\$ 122,783	August 2013
Torrey Pines High School Building E HVAC	\$ 790,813	August 2013
District Wide Technology Infrastructure Projects	\$ 2,129,661	August 2013

I. Subsequent Events

Effective for the fiscal year beginning July 1, 2013 the District is implementing GASB Statement Number 65, *Items Previously Reported as Assets and Liabilities*. The purpose of this pronouncement is to improve financial reporting by clarifying the appropriate use of the financial statement elements of deferred inflows and outflows of resources to ensure consistency in financial reporting. With implementation of this pronouncement, the District will recognize certain items previously reported as assets or liabilities as outflows of resources or inflows or resources.

ITEM 17

OTHER INDEPENDENT AUDITOR'S REPORTS



P. Robert Wilkinson, CPA
Brian K. Hadley, CPA
Natalie C. Azzam, CPA

ITEM 17

Aubrey W. King, CPA
Richard K. Savage, CPA

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

**Governing Board Members and
Citizens Oversight Committee
San Dieguito Union High School District
Encinitas, California**

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Proposition AA Building Fund (21-39) of San Dieguito Union High School District, which comprise the balance sheet as of June 30, 2013, and the related statement of revenues, expenditures, and changes in fund balance for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated February 18, 2014.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered San Dieguito Union High School District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of San Dieguito Union High School District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

ITEM 17

Compliance and Other Matters

As part of obtaining reasonable assurance about whether San Dieguito Union High School District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Wilkinson Hadley King & Co., LLP

El Cajon, California
February 18, 2014

**WILKINSON HADLEY
KING & CO. LLP**
CPAs AND ADVISORS

P. Robert Wilkinson, CPA
Brian K. Hadley, CPA
Natalie C. Azzam, CPA

ITEM 17

Aubrey W. King, CPA
Richard K. Savage, CPA

INDEPENDENT AUDITOR'S REPORT ON PERFORMANCE

**Governing Board Members and
Citizens Bond Oversight Committee
San Dieguito Union High School District
Encinitas, California**

We have audited the financial statements of the Proposition AA Building Fund (21-39) of San Dieguito Union High School District as of and for the fiscal year ended June 30, 2013 and have issued our report thereon dated February 18, 2014. Our audit was made in accordance with generally accepted auditing standards in the United States of America and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

In connection with our performance audit, we performed an audit for compliance as required in the performance requirements for the Proposition 39 Proposition AA General Obligation Bonds for the fiscal year ended June 30, 2013. The objective of the audit of compliance applicable to San Dieguito Union High School District is to determine with reasonable assurance that:

- The proceeds from the sale of the Proposition AA Bonds were only used for the purposes set forth in the ballot measure and not for any other purpose, such as teacher and administrative salaries.
- The Governing Board of the District, in establishing the approved projects set forth in the ballot measure, will modernize, replace, renovate, construct, acquire, equip, furnish, and otherwise improve facilities of the District as noted in the bond project list.

In performing our audit of compliance, we performed procedures including but not limited to those listed as follows:

Internal Control Evaluation

Procedure Performed:

Inquiries were made of management regarding internal controls to:

- Prevent fraud, waste, or abuse regarding Proposition AA resources
- Prevent material misstatement in the Proposition AA Building Fund (21-39) financial statements
- Ensure all expenditures are properly allocated
- Ensure adequate separation of duties exists in the accounting of Proposition AA funds

ITEM 17

All purchase requisitions are reviewed for proper supporting documentation. The Project Manager or the Director of Planning Services gives directions and submits documentation to the Construction and Facilities Coordinator to initiate a purchase requisition. The budget is verified by the Facilities Planning Analyst and supporting documents are reviewed by the Construction Contracts Analyst. This requisition is forwarded to the finance office where the Budget Analyst verifies the budget string and the requisition is subsequently reviewed and approved by the Director of Finance, Chief Facilities Officer, and the Director of Purchasing to ensure the requested purchase is an allowable project cost in accordance with the Proposition AA ballot measure initiative approved by local voters as well as the board approved budget, and that all expenditures are properly recorded by project and expense category. Once the purchase requisition has gone through the approval process, the Construction Contracts Analyst creates a purchase order, which is provided to the vendor, who proceeds to provide the requested services or goods. Other copies of the purchase order are also submitted to the finance office, purchasing office, and to the Facilities Planning Analyst for monitoring and review.

When the invoice is received the Director of Planning Services and Facilities Planning Analyst verify that the charges are consistent with the amounts on the approved contract/purchase order, then the invoice is subsequently signed and approved by the Project Manager and Chief Facilities Officer and either e-mailed or scanned to the finance office for subsequent approval. Invoices are approved by the Accounting Specialist and monitored by the Director of Finance in the finance office and subsequently processed through the accounts payable system of the District for payment. The invoices and support documents are submitted to the San Diego County Office of Education's Commercial Warrant Unit for audit to ensure compliance with procurement regulations and good business practices before payment is released. The commercial warrants are routed back to the District finance office where they are signed by the Director of Finance and then forwarded to the Facilities Planning and Construction Office for appropriate distribution.

Results of Procedures Performed

The results of our audit determined the internal control procedures as implemented are sufficient to meet the financial and compliance objectives required by generally accepted accounting standards and applicable laws and regulations.

Facilities Site Review

Procedures Performed:

We reviewed the Independent Citizens' Oversight Committee minutes and agenda including the information on the tour of Proposition AA summer projects and determined that Proposition AA funds expended for the year ended June 30, 2013 were for valid facilities acquisition and construction purposes as stated in the Bond Project List.

Results of Procedures Performed:

Based on our review, of the Independent Citizens' Oversight Committee meetings, the documentation of the Proposition AA summer projects tour, and the explanation of management, it appears the construction work performed was consistent with the Bond Project List.

Tests of Contracts and Bid Procedures

Procedures Performed:

We reviewed the District's board minutes for approval of construction contracts and change orders, if any, to determine compliance with the District's policy and Public Contract Code provisions related to biddings and contracting.

ITEM 17

Results of Procedures Performed:

We noted no instances where the District was out of compliance with respect to contracts and bidding procedures.

Tests of Expenditures

Procedures Performed:

We tested expenditures to determine whether Proposition AA funds were spent solely on voter and Board approved school facilities projects as set forth in the Bond Project List and the Proposition AA ballot measure language. Our testing included a sample of vendor and payroll payments totaling approximately \$6,359,728 or approximately 98% of total expenditures for the year. Our testing included \$4,929,397 of capital outlay expenditures which was 97% of capital outlay expenses.

Results of Procedures Performed:

We found no instances where expenditures tested were not in compliance with the terms of the Proposition AA ballot measure and applicable state laws and regulations.

Citizens' Oversight Committee

Procedures Performed:

We have reviewed the minutes of the Citizens' Oversight Committee meetings to verify compliance with Education Code sections 15278 through 15282.

Results of Procedures Performed:

We have determined the San Dieguito Union High School District's Proposition AA Citizens' Oversight Committee and its involvement is in compliance with Education Code sections 15278 through 15282.

Our audit of compliance made for the purposes set forth in the second and third paragraphs of this report above would not necessarily disclose all instances of noncompliance. In our opinion, the District complied, in all material respects, with the compliance requirements for the Proposition AA Building Fund, for the fiscal year ended June 30, 2013.

This report is intended solely for the information and use of the District's Governing Board, the Proposition AA Independent Citizens' Oversight Committee, management, others within the entity, and the taxpayers of San Dieguito Union High School District and is not intended to be and should not be used by anyone other than these specified parties.

Wilkinson Hadley King & Co., LLP

El Cajon, California
February 18, 2014

ITEM 17

FINDINGS AND RESPONSES SECTION

ITEM 17

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
PROPOSITION AA BUILDING FUND
SCHEDULE OF FINDINGS AND RESPONSES
YEAR ENDED JUNE 30, 2013**

There were no findings to report.

ITEM 17

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
PROPOSITION AA BUILDING FUND
SCHEDULE OF PRIOR AUDIT FINDINGS
YEAR ENDED JUNE 30, 2013**

The audit for fiscal year ended June 30, 2013 is the first year audit for the Proposition AA Building Fund.

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 25, 2014

BOARD MEETING DATE: April 3, 2014

**PREPARED BY &
SUBMITTED BY:** Rick Schmitt
Superintendent

SUBJECT: APPROVAL OF PROPOSED INSTRUCTIONAL
CALENDARS, 2015-16 & 2016-17 SCHOOL YEARS

EXECUTIVE SUMMARY

District administration has worked closely with school sites, SDFA, CSEA and the feeder elementary districts in developing the proposed 2015-16 and 2016-17 Instructional calendars. The calendars are being submitted for approval.

RECOMMENDATION:

It is recommended that the Board approve the proposed Instructional Calendars for the 2015-16 and 2016-17 school years, as shown in the attached supplements.

FUNDING SOURCE:

N/A

ITEM 18

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
Instructional Calendar 2015-16
August 25, 2015 through June 9, 2016

05-07-13

School Month	M	T	W	T	F	Student Days	Cumulative Student Days	Holiday Legal-Local	Student Holidays/Recesses
Aug	3	4	5	6	7				
Aug	10	11	12	13	14				
Aug	17	[18]	[19]	[20]	[21]				8/18-21 Teacher Prep/Inservice Days
1	Aug 24	25 >	26	27	28	4	4		8/24 Teacher Non-Work Day
	Aug 31	1	2	3	4	5	9		8/25 First Day of School
	Sep 7	8	9	10	11	4	13	1	9/7 Labor Day
	Sep 14	15	16	17	18	5 (18)	18		
2	Sep 21	22	23	24	25	5	23		
	Sep 28	29	30	1	2	5	28		
	Oct 5	6	7	8	9	5	33		
	Oct 12	13	14	15	16	5 (20)	38		
3	Oct 19	20	21	22	23	5	43		
	Oct 26	27 #	28	29	30	5	48		10/27 1st Quarter Ends# (45 days)
	Nov 2	3	4	5	6	5	53		
	Nov 9	10	11	12	13	4 (19)	57	1	11/11 Veterans Day
4	Nov 16	17	18	19	20	5	62		
	Nov 23	24	25	26	27	0	62	1 4	11/23-27 Fall Break
	Nov 30	1	2	3	4	5	67		
	Dec 7	8	9	10	11	5 (15)	72		12/11 P-1 Cut Off Date
5	Dec 14	15	16	17	18	5	77		
	Dec 21	22	23	24	25	0	77	1 4	12/21-1/1 Winter Recess
	Dec 28	29	30	31	1	0	77	1 4	
	Jan 4	5	6	7	8	5	82		
	Jan 11	12	13	14	15	5	87		1/18 M.L. King Jr. Day
	Jan 18	19	20	21	22 #	4 (19)	91	1	1/22 1st Semester/Term Ends# (46 days)
6	Jan 25	26	27	28	29	3	94	2	1/25-26 Teacher Prep/Inservice Days
	Feb 1	2	3	4	5	5	99		
	Feb 8	9	10	11	12	4	103	1	2/12 Lincoln Day
	Feb 15	16	17	18	19	4 (16)	107	1	2/15 President's Day
7	Feb 22	23	24	25	26	5	112		
	Mar 29	1	2	3	4	5	117		
	Mar 7	8	9	10	11	5	122		
	Mar 14	15	16	17	18	5 (20)	127		3/18 P-2 Cut Off Date
8	Mar 21	22	23	24	25	5	132		
	Mar 28	29	30	31	1 #	5	137		4/1 3rd Quarter Ends# (46 days)
	Apr 4	5	6	7	8	0	137	5	4/4-8 Spring Recess
	Apr 11	12	13	14	15	5 (15)	142		
9	Apr 18	19	20	21	22	5	147		
	Apr 25	26	27	28	29	5	152		
	May 2	3	4	5	6	5	157		
	May 9	10	11	12	13	5 (20)	162		
10	May 16	17	18	19	20	5	167		
	May 23	24	25	26	27	5	172		
	May 30	31	1	2	3	4	176	1	5/30 Memorial Day
	Jun 6	7	8	9 #	10	4 (18)	180		6/9 2nd Semester/Term Ends# (43 days)
	Jun 13	14	15	16	17				
	Jun 20	21	22	23	24				
	Jun 27	28	29	30	1				
	Jul 4	5	6	7	8			1	7/4 Independence Day
	Jul 11	12	13	14	15				
	Jul 18	19	20	21	22				
	Jul 25	26	27	28	29				

Holidays/Breaks/Inservice - No School

Quarter/Semester/Term Ending Dates

ITEM 18

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
Instructional Calendar 2016-17
August 30, 2016 through June 16, 2017

05-21-13

School Month		M	T	W	T	F	Student Days	Cumulative Student Days	Holiday Legal-Local	Student Holidays/Recesses
	Aug	1	2	3	4	5	0			
	Aug	8	9	10	11	12	0			
	Aug	15	16	17	18	19	0			8/23-26 Teacher Prep/Inservice Days
	Aug	22	[23]	[24]	[25]	[26]	0			8/29 Teacher Non-Work Day
1	Aug	29	30 >	31	1	2	4	4		8/30 First day of school
	Sep	5	6	7	8	9	4	8	1	9/5 Labor Day
	Sep	12	13	14	15	16	5	13		
	Sep	19	20	21	22	23	5 (18)	18		
2	Sep	26	27	28	29	30	5	23		
	Oct	3	4	5	6	7	5	28		
	Oct	10	11	12	13	14	5	33		
	Oct	17	18	19	20	21	5 (20)	38		
3	Oct	24	25	26	27	28	5	43		
	Oct	31	1 #	2	3	4	5	48		11/1 1st Quarter Ends# (45 days)
	Nov	7	8	9	10	11	4	52	1	11/11 Veteran's Day
	Nov	14	15	16	17	18	5 (19)	57		
4	Nov	21	22	23	24	25	0	57	1 4	11/21-25 Fall Break
	Nov	28	29	30	1	2	5	62		
	Dec	5	6	7	8	9	5	67		
	Dec	12	13	14	15	16	5 (15)	72		12/16 P-1 Cut Off Date
5	Dec	19	20	21	22	23	0	72	1 4	12/19-1/2 Winter Recess
	Dec	26	27	28	29	30	0	72	1 4	
	Jan	2	3	4	5	6	4	76	1	
	Jan	9	10	11	12	13	5	81		
	Jan	16	17	18	19	20	4	85	1	1/16 M.L. King Jr. Day
	Jan	23	24	25	26	27 #	5 (18)	90		1/27 1st Semester/Term Ends# (45 days)
6	Jan	30	31	1	2	3	3	93	2	1/30-31 Teacher Prep/Inservice Days
	Feb	6	7	8	9	10	5	98		
	Feb	13	14	15	16	17	4	102	1	2/17 Lincoln Day
	Feb	20	21	22	23	24	4 (16)	106	1	2/20 President's Day
7	Feb	27	28	1	2	3	5	111		
	Mar	6	7	8	9	10	5	116		
	Mar	13	14	15	16	17	5	121		
	Mar	20	21	22	23	24	5 (20)	126		3/24 P-2 cut off date
8	Mar	27	28	29	30	31	5	131		
	Apr	3	4	5	6	7 #	5	136		4/7 3rd Quarter Ends# (46 days)
	Apr	10	11	12	13	14	0	136	5	4/10-14 Spring Recess
	Apr	17	18	19	20	21	5 (15)	141		
9	Apr	24	25	26	27	28	5	146		
	May	1	2	3	4	5	5	151		
	May	8	9	10	11	12	5	156		
	May	15	16	17	18	19	5 (20)	161		
10	May	22	23	24	25	26	5	166		
	May	29	30	31	1	2	4	170	1	5/29 Memorial Day
	Jun	5	6	7	8	9	5	175		
	Jun	12	13	14	15	16 #	5 (19)	180		6/16 2nd Semester/Term Ends# (44 days)
	Jun	19	20	21	22	23				
	Jun	26	27	28	29	30				
	Jul	3	4	5	6	7			1	7/4 Independence Day
	Jul	10	11	12	13	14				
	Jul	17	18	19	20	21				
	Jul	24	25	26	27	28				
	Jul	31								

Holidays/Breaks/Inservice - No School

Quarter/Semester/Term Ending Dates

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 24, 2014

BOARD MEETING DATE: April 3, 2014

PREPARED AND SUBMITTED BY: Joyce Dalessandro, Board President

SUBJECT: APPROVAL OF REVISION TO SUPERINTENDENT EMPLOYMENT CONTRACT, EFFECTIVE JULY 1, 2013, AND ENDING JUNE 30, 2016

.....

EXECUTIVE SUMMARY

It is requested that approval of a revision to Paragraph 7 of the employment contract for Superintendent Rick Schmitt be made. The revision does not alter the terms of the current contract or adjust the Superintendent's salary. Instead, it clarifies that the Superintendent is compensated in accordance with the Management Salary Schedule, which the parties have already understood and intended to be a part of the current contract. This revision will therefore ensure the Superintendent's current compensation is clearly and unambiguously stated in the contract. The contract and management salary are attached as supplements.

RECOMMENDATION:

It is recommended that the Board approve the revision to the Superintendent Employment Contract, as shown in the attached supplements.

FUNDING SOURCE:

General Fund

**CONTRACT FOR EMPLOYMENT OF SUPERINTENDENT
BETWEEN
THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
AND
RICK SCHMITT**

THIS AGREEMENT is hereby made and entered into this 15th day of May, 2013, by and between the BOARD OF EDUCATION ("Board") of SAN DIEGUITO UNION HIGH SCHOOL DISTRICT ("District") and Rick Schmitt ("Superintendent" or "Rick Schmitt").

NOW, THEREFORE, it is hereby agreed as follows:

1. Superintendent, Chief Executive Officer, and Secretary for the Board: Rick Schmitt is hereby employed as the District's Superintendent. Rick Schmitt also shall be the Chief Executive Officer of the District and shall serve as Secretary to the Board. By accepting this employment, Rick Schmitt agrees to devote his full time, best efforts and abilities to performing the duties and responsibilities as provided herein or as assigned to the Superintendent from time to time by the Board.

2. Terms of Employment:

The term of this Agreement shall be from July 1, 2013, through June 30, 2016.

3. General Terms and Conditions of Employment:

This Agreement is subject to all applicable laws of the State of California, and the rules and regulations of the California State Board of Education and the District. Said laws, rules and regulations are hereby made a part of the terms and conditions of this Agreement as though herein set forth.

4. Powers and Duties:

The Superintendent shall perform all of the powers and duties of a Superintendent of Schools in accordance with the laws, rules and regulations set forth above. All powers and duties legally delegated to the Superintendent are to be executed in accordance with the policies and regulations adopted by the Board. Acts which require ratification by the Board shall be referred to the Board at the earliest opportunity.

The Superintendent's duties and functions shall include the following:

A. The Superintendent shall be delegated all powers and duties necessary for efficient management and administration of the District to the full extent permitted by law. The Superintendent shall have the authority to organize and arrange the administrative and supervisory staff, including instruction, business, and operational affairs, which in his best judgment best serves the District. The responsibility for selection, placement, and transfer of existing personnel shall be vested in the Superintendent. Employment of new personnel will be recommended by the Superintendent subject to approval by the Board. In the event the Board does not approve the Superintendent's personnel recommendations, the Superintendent shall submit an alternative recommendation.

B. Working generally with the Board, District personnel, parents and the public, assist in the effort to develop short- and long-range District goals with criteria for determining effective achievement and evaluating outcomes, which may be incorporated into the goals and objectives of the District's strategic plan.

C. Represent the interests of the Board and the District in day-to-day contact with parents, other citizens, community and governmental agencies.

ITEM 19

D. Provide leadership, guidelines and direction to ensure that policies related to curriculum, instruction, pupil personnel services, personnel, budget and business affairs are carried out.

E. Report regularly to the Board information regarding student learning and an analysis of student achievement and test scores.

F. Review all policies adopted by the Board and make appropriate recommendations to the Board for additions, deletions or modifications.

G. Evaluate employees directly accountable to the Superintendent and oversee the evaluation of other employees as defined by California law and Board policy.

H. Provide leadership and direction in planning and financing school facilities.

I. Advise the Board and make recommendations regarding possible sources of funds which may be available to implement present or contemplated District programs.

J. Endeavor to maintain and improve the Superintendent's professional competency including reading appropriate periodicals and joining and/or participating in appropriate professional associations and their activities.

K. Establish and maintain an effective community relations program including effective relationships with the media.

L. Communicate openly, systematically and in a timely manner to the Board, staff and the community, and promptly inform the Board of critical issues or incidents.

M. Provide educational leadership to ensure quality teaching and learning.

N. In addition, the Superintendent shall perform all other duties and functions as assigned or required by the Board.

O. Serve as liaison to the Board with respect to all matters of employer-employee relations and make recommendations to the Board concerning those matters.

P. Unless unavoidably detained, or otherwise directed by the Board, attend all regular, special and executive session meetings of the Board.

5. Board-Superintendent Relations:

The Superintendent shall work with the Board in developing and maintaining a spirit of cooperation and teamwork. The Board shall be responsible for formulating and adopting policy and for taking action on matters which, by law, require Board action. Administrative responsibility and commensurate authority for administering the school system will be delegated by the Board as the board deems appropriate to the Superintendent. The Board shall provide the Superintendent with periodic opportunities to discuss Board-Superintendent relationships as they relate to the Board's productivity and the effectiveness of the Superintendent's leadership. It is agreed that the Board, individually and collectively, generally will refer promptly to the Superintendent for study and recommendation, criticism, complaints and suggestions brought to the attention of the Board or any member thereof.

The Board recognizes that it is a collective body and each Board member recognizes that his/her power as a Board member is derived from the collective deliberation and action of the Board as a whole in a duly constituted meeting. Individual Board members will not give direction to the Superintendent or any staff member regarding the management of the District or the solution of specific

ITEM 19

problems. It is agreed that the Board, individually and collectively, will refer promptly to the Superintendent for study and recommendation, criticism, complaints and suggestions brought to the attention of the Board or any member thereof.

The Board shall hold the Superintendent accountable to manage the District consistent with Board-approved policies, which establish the Board's expectations. It is through Board Policy and official Board action that the Board gives direction to the Superintendent.

The Superintendent will be held responsible for establishing programs and services (after Board review) and for managing the District to meet the Board's expected outcomes, including the provision of data from which the Board can evaluate the District's achievements. Thus, the Board by exercising its governance and policy-making role can be assured that it determines what it is the District should accomplish and whether, in fact, the District is accomplishing it.

6. Evaluations:

A. The Board and the Superintendent shall agree upon a written evaluation format which shall be used during the Term.

B. On or before November 1 of each year, the Superintendent shall submit to the Board an analysis of District needs and recommendations for priority goals and tasks to be addressed by the Superintendent. These priority goals and tasks shall be reduced to writing and will be among the criteria by which the Superintendent is evaluated pursuant to this Article. The Board and Superintendent shall confer regarding these priority goals and tasks and agree upon the criteria and procedures to be used for the Superintendent's formal evaluation. Either or both parties may seek and retain the aid of a qualified impartial facilitator agreeable to both parties to endeavor to reach agreement upon the criteria to be used for the formal evaluation.

C. The Superintendent shall provide the Board with a mid-year progress report summarizing his progress toward meeting the goals and tasks developed pursuant to this Article. The Board shall conduct an informal progress assessment of the Superintendent on or before December 31 each year.

D. The Board shall conduct a formal written evaluation of the Superintendent, which shall be completed by June 30 of each year, unless another date is mutually agreed upon by the Board and the Superintendent. A copy of the written evaluation shall be delivered to the Superintendent within twenty (20) days of its completion. The Superintendent shall have the right to make a written response to the evaluation. Within 30 days of the Board's delivery of the written evaluation, the Board and the Superintendent shall meet to discuss the formal evaluation. The Board shall also devote a portion of, or all, of one meeting at least annually to a discussion of the working relationship between the Superintendent and the Board.

E. If the Board concludes that the Superintendent's performance is unsatisfactory, the Board shall identify in writing specific areas where improvement is required, provide written recommendations for improvement, and notify the Superintendent that another evaluation will be conducted within six months. Such written recommendations and specifications for improvement shall be provided within 30 days of the date of the evaluation.

F. An evaluation shall be deemed to be "satisfactory" if a majority of Board members have rated the Superintendent's performance as satisfactory in individual evaluations prepared by such Board members.

G. At least once a year, the parties shall meet to discuss possible modification to this Article.

ITEM 19

7. Compensation:

A. Effective July 1, 2013, the Superintendent shall receive annual salary (\$220,000) and longevity benefits in accordance with the Management Salary Schedule, set forth in Attachment A to Board Policy 4341.1, which is incorporated by reference as though fully set forth herein. ~~'s annual salary shall be Two Hundred Twenty Thousand Dollars (\$220,000).~~ The Superintendent shall be paid in twelve (12) approximately equal monthly installments. Any adjustments in salary during the term of this Agreement must be mutually agreed to in writing, shall take the form of a written amendment hereto, and shall not operate as a termination or increase the term of this Agreement.

8. Professional Schedule, Fringe Benefits and Sick Leave:

A. The Superintendent is a full-time management employee and shall have a two hundred twenty-three (223) day positive work year each school year during the term of this Agreement. All other days are considered non-work days. When the Superintendent determines to be absent for five (5) or more consecutive days off of work, he shall give notice in advance to the Board President. The Superintendent shall also be entitled to take all paid holidays provided other District management employees.

B. The Superintendent shall be entitled to receive all fringe benefits, including group health and welfare benefits, which are provided to the District's certificated management employees. If the Superintendent retires from the District into STRS, he shall be entitled to receive individual coverage under a District health plan at the expense of the District as follows: (1) one year of postretirement health and welfare benefits for each year served as District Superintendent or (2) until Medicare benefits become available to the retired Superintendent, whichever period is shorter. This benefit will not be available during any period of time in which the Superintendent is employed and receiving health and welfare benefits pursuant to such employment.

C. The Superintendent shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this Agreement and shall be entitled to 24 days of vacation, which shall accrue at a rate of two days per month of service. Each school year, the Superintendent may use his current year's vacation entitlement in advance of its actual accrual; however, should the Superintendent's employment terminate for any reason before that used vacation has accrued, the compensation previously paid to him on account of the use of unaccrued vacation will be deducted from his final paycheck. The Board prefers that the Superintendent take his allotted annual vacation days; however, it is recognized that there may be unforeseen circumstances that may inhibit the Superintendent from taking all vacation days during the school year. Therefore, for the duration of this Agreement, unused and unpaid vacation days may be allowed to accrue up to a maximum of forty-eight (48) days. Once the maximum of forty-eight (48) accrued vacation days has accrued, then further accrual of vacation days will cease until accumulated vacation is used so as to reduce the number of unused accumulated days below forty-eight (48). At that time, vacation accrual will recommence, until a maximum accrual of forty-eight (48) days is again reached.

D. The Superintendent shall be credited annually with twelve (12) days of earned sick leave. Sick leave shall be accrued and accumulated as provided by the Education Code and Board rules and regulations.

E. The Superintendent shall report to the Board, in writing on an annual basis, his use of sick leave and vacation days.

F. The Superintendent will pay his (employee) share of STRS and the District will pay its (employer) share of STRS.

ITEM 19

9. Expenses:

A. The District shall pay the Superintendent for all actual and necessary travel and other District and school business-related expenses incurred by him in the conduct of his duties on behalf of the District.

B. The District shall pay for the services of a professional career coach for one year, in an amount not to exceed Ten Thousand Dollars (\$10,000).

C. The District encourages the Superintendent to participate in professional and community organizations and activities. The District shall pay the Superintendent's annual professional membership dues in ACSA (Association of California School Administrators), or other similar statewide organization, AASA (American Academy of School Administrators), or other state or national organization. In addition, the District shall pay the Superintendent's annual membership dues in other professional and community service organizations as may be approved by the Board in a total amount not to exceed Seven Hundred Fifty Dollars (\$750) while he is rendering services under this Agreement.

D. The Superintendent is expected to attend appropriate professional meetings at the local, county, state and national levels. Approval of the Board shall be obtained when the Superintendent attends conferences outside the State of California, and all actual and necessary expenses of attendance shall be paid by the District. In case of an emergency attendance requirement, the President of the Board will be notified and the expenses will be submitted for ratification at the next appropriate Board meeting.

E. The Superintendent may engage in outside professional activities, including consulting, speaking, writing and participating in professional associations related to education, provided said activities do not interfere with the Superintendent's duties. Days spent on such endeavors shall not be counted as working days by the Superintendent.

10. Physical Examination:

The Superintendent agrees to have an annual physical examination as requested by the Board. Any expense beyond that paid by District insurance will be borne by the District. The physician's report of the Superintendent's physical examination shall be filed with the President of the Board, or the President's designee, and be treated as confidential information by the Board. At the discretion of the Board, the Board shall be advised in writing by the examining physician of the current physical fitness of the Superintendent to perform his duties. The Superintendent agrees to execute any necessary documents to release this information to the Board.

11. Termination:

A. The Board may elect to terminate the Agreement prior to its expiration without cause upon forty-five (45) days written notice to the Superintendent. In such an event and in acknowledgement of the difficulty or impossibility of calculating damages to the Superintendent as a result of such termination, the parties agree that in the event of the Superintendent's termination other than for cause (as defined in paragraph B below) the liquidated amount of damages owed by the Board shall be the base salary, as set forth in section 7 (A) above, remaining to be paid during the full term of this Agreement, up to a maximum of eighteen (18) months. No additional sick leave shall accumulate after the date of termination. The salary payment of the severance package shall be paid within thirty (30) days from the date of termination. In the event Superintendent agrees to be reassigned to another position in the District upon termination of this Agreement, the above liquidated severance package shall be offset by Superintendent's salary in the new position. The parties agree that this provision, and

ITEM 19

subdivision (B), below, meet the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Superintendent and the Superintendent shall not be entitled to the cash, salary payments, health benefits or other non-cash settlement as set forth above. This provision, and subdivision (B), below, are intended to implement the requirements of Government Code section 53260(b). The provisions of Government Code section 53260 are incorporated into this Agreement by this reference.

B. In the event of a termination without cause, the Superintendent shall continue to receive health and welfare benefits (medical only) for the full remaining term of this Agreement, up to a maximum of twelve (12) months. No other fringe benefits, including but not limited to travel or mileage reimbursement (Section 9.A) and the professional membership dues (section 9.B) shall be earned, accrued, or paid after the date of termination.

C. The Governing Board may elect to terminate the Superintendent's Agreement for cause at anytime. For the purposes of this Agreement, "cause" shall exist if Superintendent: (1) acts in bad faith to the detriment of the District; (2) refuses or fails to act in accordance with a specific provision of this Agreement or direction or order of a majority of the Board; (3) exhibits misconduct or dishonesty in regard to his employment; (4) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; (5) is unable to perform any of the essential functions of his position; or (6) fails to receive a satisfactory or better rating in any annual formal Board evaluation. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties hereunder. In the event such cause exists, the Governing Board shall give the Superintendent (a) written notice of the proposed action and the reasons therefor; (b) a reasonably detailed account of the charges and the materials upon which the proposed action is based; (c) notice of the right to respond orally or in writing to the Board; and (d) the right to a meeting with the Board. Any request for a meeting shall be filed by the Superintendent with the presiding officer of the Board within ten (10) days after service of the notice of proposed action. The meeting, if requested, shall be held in closed session at the next regular or special Board meeting, and in no event more than thirty-five (35) days after service of the notice of proposed action. The Superintendent and the Board shall each have the right to be represented by counsel at their own expense. The Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges. The meeting shall be conducted by the Board and shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. After the meeting, the Board shall issue a decision in the form of a resolution either rescinding or confirming the charges and specifying the action to be taken. The Superintendent shall be notified in writing within five (5) days of the decision. The decision of the Board shall be final. The Superintendent's meeting with the Board shall be deemed to satisfy the Superintendent's entitlement to due process of law and shall be the Superintendent's exclusive right to any conference or hearing otherwise required by law. The Superintendent waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Superintendent's administrative remedies.

D. District and Superintendent agree that the payment provided under Section 11.A of this Agreement shall constitute the exclusive and sole remedy of any kind for any termination of his employment and the Superintendent agrees and covenants not to assert or pursue any other remedies of any kind, whether they be administrative, at law or in equity, with respect to any termination of his employment. Specifically, upon acceptance of payment under 11.A the Superintendent agrees to waive and release the District from any claims and/or causes of action against the District or Board in any way related to his employment by the Board, including but not limited to claims or actions under this Agreement.

ITEM 19

E. Upon written evaluation by a licensed physician designated by the Board indicating the inability of the Superintendent to perform any of the essential functions of the position, with or without reasonable accommodation, this Agreement may be terminated by the Board upon written notice to the Superintendent and after providing a reasonable opportunity to respond. The Board may, in its sole discretion, allow the Superintendent to continue in employment until expiration of current and accumulated sick leave and differential leave, but upon receipt of the written evaluation specified above, may immediately assign another employee the duties of Superintendent.

12. Notice of Finalist in Search:

In all cases the Superintendent immediately shall notify the Board of Education should he become a finalist in the selection process for Superintendent with any other District.

13. Waiver:

No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall it be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

14. Modification:

This Agreement may not be amended or modified other than by a written agreement executed by the Superintendent and approved and signed by the Board.

15. Complete Agreement:

This instrument constitutes and contains the entire agreement and understanding between the parties concerning the Superintendent's employment with the District. This instrument supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof. This is an integrated document.

16. Governing Law:

This Agreement is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the San Dieguito Union High School District Board of Education. By this reference the laws, rules, regulations, and policies are hereby made a part of this Agreement as though set forth in full at this point. In the event of a conflict of provisions, the laws of the State of California and the terms of this Agreement take precedence over any inconsistent provisions found in the policies and regulations of the Board of the District.

17. Construction:

Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect.

18. Communications:

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or if mailed by registered or certified mail, postage prepared, addressed to the Superintendent and/or Board of Education at 710 Encinitas Blvd., Encinitas, CA 92024. Either party may change the address at which notice shall be given by written notice given in the above manner.

ITEM 19

19. Execution:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

20. Legal Counsel:

The Superintendent and the Board each recognize that in entering into this Agreement, the parties have relied upon the advice of their own attorneys, who are attorneys of their own choice, and that the terms of this Agreement have been completely read and explained to them by their attorneys, and that those terms are fully understood and voluntarily accepted by them.

21. Savings Clause:

If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and the provisions of this agreement are declared to be severable.

IN WITNESS THEREOF, the parties hereto have duly approved and executed this Agreement on the day and year above written.

Date: _____

BOARD OF EDUCATION OF THE
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

~~Barbara Groth~~, Joyce Dalessandro, President

Amy Herman, Vice-President

Beth Hergesheimer, Clerk

~~Joyce Dalessandro~~ Barbara Groth, Trustee

John Salazar, Trustee

I hereby accept this offer of employment and agree to perform faithfully the duties and responsibilities of Superintendent of the San Dieguito Union High School District and Chief Executive Officer to the Board of Education.

Date of Acceptance: _____

Rick Schmitt

MANAGEMENT**ITEM 19**
4341.1 Attachment A**MANAGEMENT SALARY SCHEDULE**
(Effective 01/16/14)**DISTRICT SUPERINTENDENT / ASSOCIATE SUPERINTENDENTS**

GROUP	RANGE	TITLE	BASE				WORK DAYS
4	1	Superintendent	220,000				223
4	2	Associate Superintendent-Educational Services	162,265				223
4	9	Associate Superintendent-Human Resources	162,265				223
5	7	Associate Superintendent-Business	162,265				12 MO

CERTIFICATED MANAGEMENT

GROUP	RANGE	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	WORK DAYS
4	3	Principal, Sr. High School	122,012	127,963	134,205	140,768	220
4	4	Principal, Middle School	110,693	116,097	121,768	127,720	220
4	5	Asst. Principal, Sr. High School	103,714	108,785	114,113	119,708	210
4	6	Asst. Principal, Middle School	92,829	97,402	102,198	107,236	200
4	7	Director of CTE, EL and Community Programs	103,714	108,785	114,113	119,708	215
4	8	Executive Director of Educational Services	125,059	131,313	137,878	144,772	222
4	10	Director of PPS and Alternative Programs	114,297	119,877	125,670	131,878	220
4	13	Coordinator of Special Education	101,390	106,461	111,780	117,365	220
4	17	Director of Special Education	110,693	116,097	121,768	127,720	220

CLASSIFIED MANAGEMENT

GROUP	RANGE	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	WORK YEAR
5	2	Director of Classified Personnel	102,209	107,137	112,313	117,750	12 MO
5	2	Director of Human Resources	102,209	107,137	112,313	117,750	12 MO
5	2	Director of Planning Services	102,209	107,137	112,313	117,750	12 MO
5	2	Director of Technology Project Management	102,209	107,137	112,313	117,750	12 MO
5	2	Director of Maintenance, Operations & Transp.	102,209	107,137	112,313	117,750	12 MO
5	2	Director of Information Technology	102,209	107,137	112,313	117,750	12 MO
5	3	Director of Student Information Services	79,168	83,125	87,281	91,644	12 MO
5	3	Construction Projects Manager – II	79,168	83,125	87,281	91,644	12 MO
5	4	Director of Financial Services	88,035	92,435	97,057	101,908	12 MO
5	4	Director of Nutrition Services	88,035	92,435	97,057	101,908	12 MO
5	4	Director of Purchasing & Risk Management	88,035	92,435	97,057	101,908	12 MO
5	8	Chief Facilities Officer	122,012	127,963	134,205	140,768	12 MO
5	9	Construction Projects Manager – I	68,876	72,319	75,934	79,730	12 MO

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

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

LONGEVITY BENEFITS

An increment of \$2,737 for a 12 month, 8 hours per day, full-time employee at the end of 10, 15, 20, 25 and 30 years in the district, shall be added to the employee's annual salary. The longevity increment of those employees employed less than 12 months or less than 8 hours per day will be prorated in accordance with the number of months and/or hours or regular employment.

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 21, 2014

BOARD MEETING DATE: April 3, 2014

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

SUBMITTED BY: Rick Schmitt, Superintendent

SUBJECT: ADOPTION OF RESOLUTION / STATUTORY
FEE INCREASE / WITH URGENCY

EXECUTIVE SUMMARY

The Board of Trustees approved an increase in developer fees at the March 6, 2014 Board meeting. In conjunction with that approval, the Board of Trustees adopted a resolution allowing the San Dieguito Union High School District to immediately levy the fee increase with urgency on development projects. The urgency provision expires in 30 days. The enclosed resolution extends the urgency provision for an additional 30 days, which then becomes coterminous with the original 60-day formal adoption period. Additionally, a public hearing is required in order to take public comment on the fee increase.

RECOMMENDATION:

It is recommended that the Board:

- a. Hold a public hearing
- b. Adopt a resolution levying fees on development projects, with urgency (30 day maximum), as shown in the attached supplement.

FUNDING SOURCE:

Not applicable.

ITEM 20

Resolution of the Board of Trustees)
of the San Dieguito Union High)
School District Levying Fees With)
Urgency on Development Projects)
Pursuant to Government Code)
Section 65995 and Education Code)
Section 17620)

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

WHEREAS, the territory with the San Dieguito Union High School District has experienced significant amounts of growth and new residential, commercial and industrial development in recent times, causing increased and changing student enrollments in the district's schools and placing demands upon the district's capital facilities; and

WHEREAS, Government Code Section 65995 and Education Code Section 17620 authorizes school districts, to levy a fee, charge, dedication, or other form of requirement against a development project, for the construction or reconstruction of school facilities and for certain administrative costs; and

WHEREAS, the legislation provided for an annual inflationary adjustment, California Government Code Section 65995 (b) (3); and

WHEREAS, this Board of Trustees has received and considered at a duly noticed public meeting a report from its Superintendent analyzing the capital facilities needs of the district and the revenue sources available, and has concluded that it is necessary to implement the authority of section 65995 section (b) (3) of the Government Code and Education Code 17620 to levy fees in the amounts stated below.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the San Dieguito Union High School District as follows:

1. This Board finds, pursuant to Education Code Section 17620 that adoption of this resolution is not subject to the California Environmental Quality Act.

2. This Board adopts and levies the following fees upon any development project within the boundaries of the district, for the construction or reconstruction of school facilities:

- A. City of Carlsbad; within Encinitas Elementary School District.
 - (1) \$1.77 per square foot of all assessable space of all new residential development except for any development project used exclusively for housing senior citizens, as described in Civil Code section 51.3, or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code and Education Code section 17620, or any mobile home or manufactured home that is located within a mobile

ITEM 20

- home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.
- (2) \$0.28 per square foot of chargeable covered and enclosed space for new residential development used exclusively for the housing of senior citizens, as described in section 51.3 of the Civil Code or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988 subject to limits applicable to commercial and industrial development provided by Government Code section 65995, subdivision (b) (2).
 - (3) \$1.77 per square foot of all other residential construction except mobile homes or manufactured homes to the extent of any resulting increase in assessable space if the increase exceeds 500 square feet.
 - (4) \$0.28 per square foot of new covered or enclosed space for agricultural purposes; and
 - (5) \$0.28 per square foot of chargeable covered and enclosed space in the case of commercial or industrial development,
- B. City of Del Mar; within Del Mar Union School District.
- (1) \$1.77 per square foot of all assessable space of all new residential development except for any development project used exclusively for housing senior citizens, as described in Civil Code section 51.3, or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.
 - (2) \$0.28 per square foot of chargeable covered and enclosed space for new residential development used exclusively for the housing of senior citizens, as described in section 51.3 of the Civil Code or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 9 of subdivision (d) of section 65995 of the Government Code, and Education Code section 17620, or any mobile home or manufactured home that is located within a mobile home

ITEM 20

- park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988 subject to limits applicable to commercial and industrial development provided by Government Code section 65995, subdivision (b) (2).
- (3) \$1.77 per square foot of all other residential construction except mobile homes or manufactured homes to the extent of any resulting increase in assessable space if the increase exceeds 500 square feet.
 - (4) \$0.28 per square foot of new covered or enclosed space for agricultural purposes; and
 - (5) \$0.28 per square foot of chargeable covered and enclosed space in the case of commercial or industrial development,
- C. City of Encinitas; within Cardiff, and Encinitas Elementary School Districts.
- (1) \$1.77 per square foot of all assessable space of all new residential development except for any development project used exclusively for housing senior citizens, as described in Civil Code section 51.3, or as described in subdivision(k)of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code, and Education Code section 17620, or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.
 - (2) \$0.28 per square foot of chargeable covered and enclosed space for new residential development used exclusively for the housing of senior citizens, as described in section 51.3 of the Civil Code or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code, and Education Code section 17620, or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988 subject to limits applicable to commercial and industrial development provided by Government Code section 65995, subdivision (b) (2).
 - (3) \$1.77 per square foot of all other residential construction except mobile homes or manufactured homes to the extent of any resulting increase in assessable space if the increase

ITEM 20

- exceeds 500 square feet.
 - (4) \$0.28 per square foot of new covered or enclosed space for agricultural purposes; and
 - (5) \$0.28 per square foot of chargeable covered and enclosed space in the case of commercial or industrial development,

- D. City of San Marcos; within Encinitas Elementary School District.
 - (1) \$1.77 per square foot of all assessable space of all new residential development except for any development project used exclusively for housing senior citizens, as described in Civil Code section 51.3, or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code, and Education Code section 17620, or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.
 - (2) \$0.28 per square foot of chargeable covered and enclosed space for new residential development used exclusively for the housing of senior citizens, as described in section 51.3 of the Civil Code or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code, and Education Code section 17620, or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988 subject to limits applicable to commercial and industrial development provided by Government Code section 65995, subdivision (b) (2).
 - (3) \$1.77 per square foot of all other residential construction except mobile homes or manufactured homes to the extent of any resulting increase in assessable space if the increase exceeds 500 square feet.
 - (4) \$0.28 per square foot of new covered or enclosed space for agricultural purposes; and
 - (5) \$0.28 per square foot of chargeable covered and enclosed space in the case of commercial or industrial development,

- E. City of San Marcos; within Rancho Santa Fe School District.
 - (1) \$1.28 per square foot of all assessable space of all new residential development except for any development project used exclusively for housing senior citizens, as described in

ITEM 20

- Civil Code section 51.3, or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code, and Education Code section 17620, or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.
- (2) \$0.21 per square foot of chargeable covered and enclosed space for new residential development used exclusively for the housing of senior citizens, as described in section 51.3 of the Civil Code or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code, and Education Code section 17620, or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988 subject to limits applicable to commercial and industrial development provided by Government Code section 65995, subdivision (b) (2).
 - (3) \$1.28 per square foot of all other residential construction except mobile homes or manufactured homes to the extent of any resulting increase in assessable space if the increase exceeds 500 square feet.
 - (4) \$0.21 per square foot of new covered or enclosed space for agricultural purposes; and
 - (5) \$0.21 per square foot of chargeable covered and enclosed space in the case of commercial or industrial development,
- F. City of Solana Beach; within Solana Beach Elementary School District.
- (1) \$1.77 per square foot of all assessable space of all new residential development except for any development project used exclusively for housing senior citizens, as described in Civil Code section 51.3, or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code, and Education Code section 17620, or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.
 - (2) \$0.28 per square foot of chargeable covered and enclosed

ITEM 20

- space for new residential development used exclusively for the housing of senior citizens, as described in section 51.3 of the Civil Code or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code, and Education Code section 17620, or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988 subject to limits applicable to commercial and industrial development provided by Government Code section 65995, subdivision (b) (2).
- (3) \$1.77 per square foot of all other residential construction except mobile homes or manufactured homes to the extent of any resulting increase in assessable space if the increase exceeds 500 square feet.
 - (4) \$0.28 per square foot of new covered or enclosed space for agricultural purposes; and
 - (5) \$0.28 per square foot of chargeable covered and enclosed space in the case of commercial or industrial development,
- G. County of San Diego; within Solana Beach Elementary and Encinitas Elementary School District.
- (1) \$1.77 per square foot of all assessable space of all new residential development except for any development project used exclusively for housing senior citizens, as described in Civil Code section 51.3, or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 9 of subdivision (d) of section 65995, and Education Code section 17620 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.
 - (2) \$0.28 per square foot of chargeable covered and enclosed space for new residential development used exclusively for the housing of senior citizens, as described in section 51.3 of the Civil Code or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 9 of subdivision (d) of section 65995, and Education Code section 17620 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal

ITEM 20

Fair Housing Amendments of 1988 subject to limits applicable to commercial and industrial development provided by Government Code section 65995, subdivision (b) (2).

- (3) \$1.77 per square foot of all other residential construction except mobile homes or manufactured homes to the extent of any resulting increase in assessable space if the increase exceeds 500 square feet.
- (4) \$0.28 per square foot of new covered or enclosed space for agricultural purposes; and
- (5) \$0.28 per square foot of chargeable covered and enclosed space in the case of commercial or industrial development,

H. County of San Diego; within Rancho Santa Fe School District.

- (1) \$1.28 per square foot of all assessable space of all new residential development except for any development project used exclusively for housing senior citizens, as described in Civil Code section 51.3, or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code, and Education Code section 17620, or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.
- (2) \$0.21 per square foot of chargeable covered and enclosed space for new residential development used exclusively for the housing of senior citizens, as described in section 51.3 of the Civil Code or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 9 of subdivision (d) of section 65595 of the Government Code, and Education Code section 17620, or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988 subject to limits applicable to commercial and industrial development provided by Government Code section 65995, subdivision (b) (2).
- (3) \$1.28 per square foot of all other residential construction except mobile homes or manufactured homes to the extent of any resulting increase in assessable space if the increase exceeds 500 square feet.
- (4) \$0.21 per square foot of new covered or enclosed space for agricultural purposes; and

ITEM 20

- (5) \$0.21 per square foot of chargeable covered and enclosed space in the case of commercial or industrial development,

3. City of San Diego. Pursuant to Section 65974 (e) of the Government Code, the area known and defined by the City of San Diego as the North City West Planned District Ordinance, adopted November 5, 1979, is not subject to the provision of subdivision (b) of Government Code Section 65995.

The developer fees in the North City West Planned District are annually reviewed and defined by the North City West School Facilities Master Plan. School facility developer fees are collected and administered by the North City West School Facilities Financing Authority, which was formed under the provisions of Article I, Chapter 5, Division 7, Title I of the Government Code (commencing with Section 6500). The effective date of formation was April 15, 1983.

- A. City of San Diego; within Del Mar Union School District. (Except North City West.)
 - (1) \$1.77 per square foot of all assessable space of all new residential development except for any development project used exclusively for housing senior citizens, as described in Civil Code section 51.3, or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code, and Education Code section 17620, or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.
 - (2) \$0.28 per square foot of chargeable covered and enclosed space for new residential development used exclusively for the housing of senior citizens, as described in section 51.3 of the Civil Code or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code, and Education Code section 17620, or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988 subject to limits applicable to commercial and industrial development provided by Government Code section 65995, subdivision (b) (2).
 - (3) \$1.77 per square foot of all other residential construction except mobile homes or manufactured homes to the extent of any resulting increase in assessable space if the increase exceeds 500 square feet.

ITEM 20

- (4) \$0.28 per square foot of new covered or enclosed space for agricultural purposes; and
- (5) \$0.28 per square foot of chargeable covered and enclosed space in the case of commercial or industrial development,

B. City of San Diego; within Solana Beach Elementary School District. (Except North City West.)

- (1) \$1.77 per square foot of all assessable space of all new residential development except for any development project used exclusively for housing senior citizens, as described in Civil Code section 51.3, or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code, and Education Code section 17620, or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.
- (2) \$0.28 per square foot of chargeable covered and enclosed space for new residential development used exclusively for the housing of senior citizens, as described in section 51.3 of the Civil Code or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code, and Education Code section 17620, or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988 subject to limits applicable to commercial and industrial development provided by Government Code section 65995, subdivision (b) (2).
- (3) \$1.77 per square foot of all other residential construction except mobile homes or manufactured homes to the extent of any resulting increase in assessable space if the increase exceeds 500 square feet.
- (4) \$0.28 per square foot of new covered or enclosed space for agricultural purposes; and
- (5) \$0.28 per square foot of chargeable covered and enclosed space in the case of commercial or industrial development,

4. The government board finds that the amount of the above fees and charges to be imposed upon commercial and industrial construction bears a reasonable relationship, and shall be limited to, the needs of the community for elementary or high school facilities, and is reasonably related and shall be limited to the need for schools caused by such development.

ITEM 20

5. The governing board finds further that the amount of fees and charges imposed upon residential, and commercial and industrial development projects is reasonably necessary to cover the cost of providing adequate school facilities within the boundaries of SCHOOL DISTRICT.

6. The governing board finds that the amounts of the above fees bears a reasonable relationship and are limited to the needs of the community for school facilities caused by such development, this board makes all the determinations required by Government Code Section 66001 as shown on the attached Exhibit A.

7. Pursuant to Government Code 65962, the Board of Trustees adopts this resolution as an urgency measure as an interim authorization to protect the public health, welfare and safety. The Board finds that a delay of the collection of the fees outlined above would cause a delay in the District's capital facilities plans and therefore cause future school overcrowding. This resolution extends the urgency resolution adopted on March 6, 2014 and becomes effective at 8:00 a.m. on April 7, 2014.

8. The Superintendent is directed to deliver a copy of this Resolution to the Building Officials of the County of San Diego, and the Cities of Carlsbad, Del Mar, Encinitas, San Diego, San Marcos, and Solana Beach, and to request that no building permits be issued after April 4, 2014 for development subject to the above fees absent certification from this district of compliance with said fee requirements.

PASSED AND ADOPTED at the Regular Meeting of the Governing Board of the San Dieguito Union High School District this 3rd day of April, 2014 by the following vote:

	AYE	NO
_____ MEMBER	_____	_____
_____ MEMBER	_____	_____
_____ MEMBER	_____	_____
_____ MEMBER	_____	_____
_____ MEMBER	_____	_____

ITEM 20

Developer Fee Justification Study
February 2014



Prepared by:
San Dieguito Union High School District
Planning & Construction Department

ITEM 20

EXECUTIVE SUMMARY

- Education Code 17620 authorizes school districts to levy a fee, charge, dedication or other form of requirement against any development project for the construction or reconstruction of school facilities provided the district can show justification for levying of fees.
- In January 2014, the State Allocation Board increased the maximum statutory fees to \$3.36 per square foot for residential construction and \$0.54 per square foot for commercial/industrial construction (grades K-12). Of the maximum statutory fees, the San Dieguito Union High School District (“District”) will charge a prorated share as it relates to the grades the District serves. Should residential construction occur within the Rancho Santa Fe Elementary School District boundaries, \$1.28 per square foot of habitable living space will apply (grades 9-12) and all other areas \$1.77 per square foot of habitable living space (grades 7-12). Should commercial/industrial construction occur within the Rancho Santa Fe Elementary School District boundaries, \$0.21 per square foot of covered and enclosed space will apply (grades 9-12), and all other areas \$0.28 per square foot of covered and enclosed space (grades 7-12).
- This study finds that justification exists for levying residential construction fees in the San Dieguito Union High School District of at least \$4.97 per square foot.
- This study finds justification exists for levying fees in the San Dieguito Union High School District of between \$0.43 and \$34.28 per square foot for commercial/industrial construction.
- The current capacity of the District is 8,248 7-12 per the provisions of SB 50.
- The justification is based on this study’s finding that the District exceeds its 7-12th grade facility capacity and will continue to exceed the capacity into the 2016-17 school year.
- Each new residential unit to be constructed in the District will average 3,671 square feet and will generate an average of 0.263 7-12th grade students.
- Based on a weighted average facilities cost of \$69,030.86 per student, each new residential housing unit will represent a 7-12 grade school facilities mitigation need of approximately \$18,155.12.

I. INTRODUCTION

Education Code Section 17620 (AB 2926, Chapter 887/Statutes 1986), stipulates that “the Governing Board of any school district is authorized to levy a fee, charge, dedication, or other forms of requirement against any development project for the construction or reconstruction of school facilities.” To levy and collect developer fees, a school district must show the correlation (or “nexus”) between new residential, commercial and industrial development and the need for new school facilities.

The original fees were established in 1987 and had a maximum of \$1.50 per square foot of new residential construction and \$0.25 per square foot of new commercial/industrial construction. This maximum amount is reviewed and adjusted every two years by the State Allocation Board (SAB) and corresponds to the statewide Class B construction index. The SAB increased the maximum fee at its January 2014 meeting to \$3.36 per square foot for residential and \$0.54 per square foot for commercial/industrial development (**Appendix A**).

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ITEM 20

Developer fees may be used to finance new schools and equipment and to reconstruct existing facilities in order to maintain adequate housing for all the district's students. Other legitimate uses of fees include, but are not limited to: interim housing; site acquisition; replacement of extremely aged, inadequate portable classrooms; and housing for class-size reduction. Up to three percent of the fees collected may be used to defray the administrative costs incurred by the District in collecting these fees. Uses of the fees, which are specifically prohibited by law, are regular or routine maintenance of facilities, asbestos abatement incidental to construction or reconstruction, and deferred maintenance programs.

Additionally, Government Code Section 66008 (SB 1983), Chapter 569/Statutes 1996, (effective January 1, 1997) mandated that school districts be specific as to the intended use of the fees to be collected in their fee justification documents and to include the general locations of new school facilities and estimated construction timelines in the report. These timelines, however, are influenced by many factors, including actual, (as opposed to projected) phasing of new development, eligibility and availability of state school construction funds and availability of local funding.

In August 1998, the Governor signed into law Senate Bill 50, also known as the Leroy Greene School Facilities Act of 1998. This bill made major changes in the State Facilities Program as well as developer fee mitigation for school districts in California. Education Code 17620 was amended to provide the provisions of Government Code 65995.

The State School Facilities Program, which replaced the State Lease-Purchase Program, requires a match, based on the cost of the project. Except in the cases where a district can establish economic "hardship" status, all new state construction projects require a district contribution of 50% of the project cost. Modernization projects require a local share of 40% pursuant to AB 16 Chaptered 4/29/02.

The passage of SB 50 also repealed all locally imposed fees authorized by local ordinances and instituted the collection of three levels of developer fees. Level I fees are the current statutory fees (also referred to as the "Stirling Fee"), allowed under Education Code 17620. Level II developer fees are outlined in Government Code Section 65995.5. This code section allows a school district to impose a higher fee on residential construction if certain conditions are met. This level of developer fees is subject to a Facility Needs Analysis based on Government Code Section 65995.6. Level III developer fees are outlined in Government Code Section 65995.7. If state funding becomes available, this code section authorizes a school district, that has been approved to collect Level II fees, to collect a higher fee based on residential construction. However, if a district eventually receives state funding, this excess fee must be reimbursed to the developers or be subtracted from the amount of state funding.

Purpose of Study

The purpose of this Developer Fee Justification Report (or "nexus study") is to comply with the provisions of Education Code Section 17620 in relation to the levy and collection of developer fees. This study will substantiate that there is a "reasonable relationship" (a nexus) between residential, commercial and industrial development projects and the cost to provide adequate school facilities for the students generated from those developments. It will identify the expected revenue derived from fees from those developments; identify other potential sources of revenue for facilities (and their viability); and the additional students projected to enroll in district schools as a result of these development projects. It will also:

- Identify the purpose of the fee;
- Identify how the fee is to be used;
- Determine how a reasonable relationship exists between the fee's use and the type of development project on which the fee is imposed; and

ITEM 20

- Determine a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

II. REVENUE SOURCES FOR FUNDING SCHOOL FACILITIES

There are two general sources that exist for funding facility construction and reconstruction: state sources and local sources. The district has considered the following available sources:

State Sources

State School Facility Program

The Leroy Greene Lease-Purchase Act of 1976 was reformed by Senate Bill 50 in August of 1998. The new program, entitled the School Facilities Program (SFP), provides funding under a “grant” program. Funding required from the District is based on a 50-50 state/district share for new construction projects and on an 80-20 state/district share for modernization/reconstruction projects. AB 16 signed by the Governor (2002) as an urgency measure changed the modernization program to a 60-40 state/district share.

Due to changes in the way eligibility for new construction and modernization funding is computed under the new School Facilities Program, the District has been able to establish eligibility for both state new construction and modernization funding. The following is the District’s current SFP funding levels for new construction and modernization based on a 2012-13 New Construction Eligibility Analysis and a Modernization Eligibility Analysis respectively, prepared by School Facility Consultants.

However, without the passage of a new state-wide construction bond, the Office of Public School Construction forecasts that the State will not have bond authority available to meet the State’s share by the end of the calendar year 2014.

Table 1
State New Construction Eligibility (50-50)

New Construction - Growth				
Grade Level	Total Grants	50% State Share	50% District Match	100% Funding
7-8	1483	\$15,292,696	\$15,292,696	\$30,585,392
9-12	313	\$4,106,247	\$4,106,247	\$8,212,494

Table 2
State Modernization Eligibility (60-40)

	Total Grants	60% State Share	40% District Match	100% Funding
Diegueno	835	\$3,462,249	\$2,308,166	\$5,770,415
Earl Warren MS	589	\$2,710,191	\$1,806,794	\$4,516,985
Oak Crest MS	212	\$1,113,317	\$742,211	\$1,855,528
SDA	491	\$2,664,301	\$1,776,201	\$4,440,502
Sunset HS	147	\$761,273	\$507,515	\$1,268,788
Torrey Pines HS	2049	\$10,835,355	\$7,223,570	\$18,058,925

ITEM 20

Local Sources**School District General Funds**

The District's general funds are needed by the District to provide for the operation of its instructional program. There are no unencumbered funds that could be used to construct new facilities or reconstruct existing facilities.

Developer Fee Revenue

Under the SB 50 law, districts may levy the current statutory developer fee as long as a district can justify collecting that fee. If a district desires to collect more than the statutory fee (Level II or Level III), the district must meet certain requirements outlined in the law, as well as conduct a needs assessment to enable a higher fee to be calculated. The District currently collects residential, and commercial and industrial fees at the statutory rate (Level I).

Mello-Roos Community Facilities Act

The Mello-Roos Community Facilities Act of 1982 allows school districts to establish a community facilities district in order to impose a special tax to raise funds to finance school facilities.

As of December 31, 2013, an unencumbered balance of \$332,992.63 was available for school facilities from the Revenue Refunding Bonds, Series 2006 issue.

Proposition AA

Prop AA is a \$449 million bond initiative approved by the voters in November 2012 to provide safe, modern schools and prepare students for success in college and careers by repairing and upgrading outdated classrooms and schools, construction and upgrading school facilities, including classrooms, science labs, and libraries, improving safety and security, and supporting career training and math, science, and technology instruction with 21st Century instructional technology and facilities. As of January, 2014, the remaining balance was 126,500,000.

Lottery Funds

Government Code Section 880.5 states: "It is the intent of this chapter that all funds allocated from the California State Lottery Education Fund shall be used exclusively for education of pupils and students and no funds shall be spent for acquisition of real property, construction of facilities, financing research, or any other non-instructional purpose."

III. DEVELOPER FEE JUSTIFICATION**District Capacity**

Determining capacity in accordance with the provisions of SB 50 allows districts to discount some teaching stations if they are portable classrooms. The capacity of a district is equal to the baseline capacity

ITEM 20

totals used to determine eligibility for state construction funding. *The State Allocation Board approved SAB 50-02 is attached as Appendix B.*

**Table 3
Existing Capacity**

Grade Level	Baseline Capacity
7-8	3,078
9-12	4,806
<u>SDC</u>	<u>364</u>
Total	8,248

**Table 4
Classroom Loading Summary
District-wide**

District Loading Capacity
8,248

Student Generation

The District’s student yield was updated to reflect those used by DecisionInsite in their Fall, 2009 report, to identify the number of students anticipated to be generated by new residential development within the District. The yield factors are shown in Table 5a. The district-wide average student yield across all unit types, based upon a prorated share of 2006/2007 SanDAG occupied housing units, is shown in Table 5b.

**Table 5a
Student Yield Factors
Single Family Dwelling Units (SFD) and
Multi-Family Dwelling Units (MFD)**

Basis (Area and Unit Type)	7-8 SFD	7-8 MFD	9-12 SFD	9-12 MFD
Cardiff	0.097	0.070	0.117	0.116
Del Mar	0.100	0.030	0.210	0.080
Encinitas	0.097	0.030	0.203	0.080
Rancho Santa Fe	0.100	0.210	0.117	0.116
Solana Beach	0.093	0.030	0.195	0.080

**Table 5b
District-Wide Student Yield Factor**

District Wide Grades 7-12	0.263
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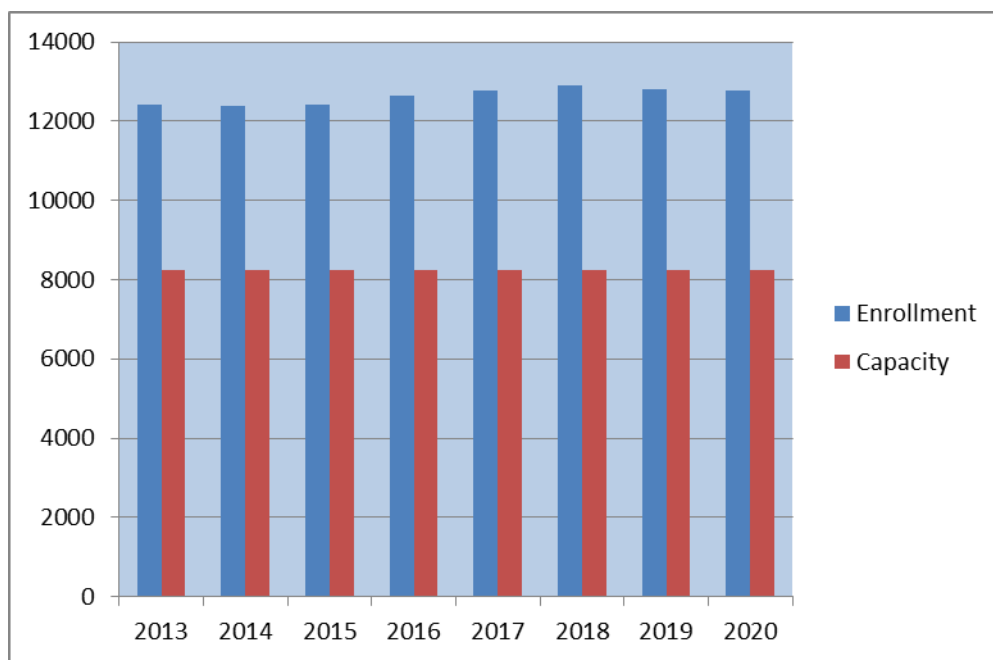
Enrollment Projections and Development

ITEM 20

The enrollment projections used in this study utilize a seven year projection methodology. The methodology includes the calculation of incoming kindergarten classes, additional students from new housing, (referred to as student yield), the effects of student mobility, and a detailed review of planned residential development within the District.

The district-wide enrollment projections, (Davis Demographics, 2013), compared to the capacity of the District’s facilities is illustrated in Table 6.

Table 6
District-Wide
Projection-Capacity Comparison



Residential Fee Projections

To show a reasonable relationship exists between the construction of new housing units and the need for additional school facilities, it will be shown that each square foot of new assessable residential space will create a school facility cost impact on the District.

To determine the cost impact of residential construction on the District, the cost to house a student in new school facilities must be identified. Table 7 is based on actual costs incurred to building middle school and high school facilities in the District. The facilities cost calculations are included as **Appendix C**.

Table 7
Facility Cost per Student

7-8	\$61,047.54
9-12	\$74,311.93
Weighted Ave.	\$69,030.86

ITEM 20

Based on developer fees collected in the District, the average size of a new residence is approximately 3,671 square feet. Since each home generates an average of 0.263 7-12th grade students per unit for the District to house, each home will generate 0.000072 students per square foot (0.263 students per unit divided by the average home size of 3,671 square feet). The cost to house students is \$4.97 per square foot of new residential construction (\$69,030.86 per student multiplied by the square foot generation factor of 0.000072). This cost impact is based on each new student requiring new facilities.

The San Dieguito Union High School District is justified in the levying of residential developer fees up to \$4.97 per square foot of residential development. The District is currently collecting residential developer fees at the Level I rate.

Identification of Proposed School Facilities

Government Code Section 66008 mandated that school districts be specific on the intended use of the fees to be collected and include the general locations of new school facilities and estimated construction timelines in the report. The purpose of the fees being levied shall be used for the construction and/or reconstruction of school facilities. The District will construct and/or reconstruct school facilities, in part, with developer fees. The timelines of the proposed school facilities are influenced by many factors including actual phasing of new development, eligibility and availability of state school constructions funds, and availability of local funds. **Appendix D** illustrates the projects and timing of funding as identified in the District's Annual and Five Year Reports for Fiscal Year 2012-2013.

IV. COMMERCIAL/INDUSTRIAL FEE JUSTIFICATION

Overview

In order to levy fees on commercial and industrial development, existing law stipulates that the district "... must determine the impact of the increased number of employees anticipated to result from commercial and industrial development upon the cost of providing school facilities within the district. To make this determination, the study shall utilize employee generation estimates that are based on commercial and industrial factors within the district, as calculated on either an individual or categorical basis." The passage of Assembly Bill AB 530 (Chapter 633/Statutes of 1990) modified the requirements of AB 181 by allowing the use of employee generation factors. Assembly Bill 530 allows the use of the employee generation factors identified in the San Diego Association of Governments (SanDAG) report titled, San Diego Traffic Generators. This study, which was completed in January of 1990, identifies the number of employees generated for every 1,000 square feet of floor area for several demographic categories.

Commercial/Industrial Development and Fee Projections

Commercial/industrial development will attract additional workers to the District, and, because some of those workers will have school-age children, additional students will be generated in the District. As shown in Section III Table 6, adequate school facilities do not exist for these students. New commercial/industrial development, therefore, creates a fiscal impact to the District, generating a need for new school facilities.

ITEM 20

This report multiplies the following five factors together to calculate the school facility cost incurred by the District per square foot of new commercial/industrial development:

- (1) Employees per square foot of new commercial/industrial development,
- (2) Percent of employees in the District that also live in the District,
- (3) Houses per employee,
- (4) Students per house, and
- (5) School facility cost per student.

The report calculates each of these factors in the next sections.

A. Employees per Square Foot of Development

As permitted by State law, the report uses results from a survey published by SanDAG to establish the number of employees per square foot of new commercial/industrial development projects.

Table 8
Employees per Square Foot of Commercial/Industrial
Development, by Category

Commercial/Industrial Category	Average Square Foot per Employee	Employees per Average Square Foot
Banks	354	0.00283
Community Shopping Centers	652	0.00153
Neighborhood Shopping Centers	369	0.00271
Industrial Business Parks	284	0.00352
Industrial Parks	742	0.00135
Rental Self Storage	15,541	0.00006
Scientific Research & Development	329	0.00304
Lodging	882	0.00113
Standard Commercial Office	209	0.00479
Large High Rise Com. Office	232	0.00431
Corporate Offices	372	0.00269
Medical Offices	234	0.00427

Source: 1990 SanDAG Traffic Generators report.

B. Percentage of Employees Residing Within the District

According to the 2010 U.S. Census data prepared by SANDAG (2012) there are 68,492 workers over the age of 16 in the San Dieguito Union High School District boundaries. Of these workers, 29,672 or 43.32% of the workers had a commute time of 19 minutes or less. It is assumed that a commute time of less than 20 minutes indicates the person is employed and lives within the District.

ITEM 20

C. Number of Households per Employee

The 2010 U.S. Census data prepared by SANDAG (2012) shows there were 62,083 households and 68,492 workers over the age of 16 in the District's boundaries. Based on these two numbers, this indicates that there are approximately 1.10 workers per household. Likewise, this data indicates that there are 0.91 households for every one worker. The study therefore assumes that each new resident worker in the District will demand 0.91 housing units.

D. Number of Students per Dwelling Unit

As outlined in Table 5b, the study assumes that an average of 0.263 grades 7-12 students will reside in each housing unit.

E. School Facility Cost per Student

As outlined in Table 7, the study estimates that the school facility cost per grades 7-12 student is \$69,030.86.

F. School Facility Cost per Square Foot of Commercial/Industrial Development

Table 9 calculates the school facility cost generated by a square foot of new commercial/industrial development for each of the categories of commercial/industrial projects listed in Table 8.

School facility costs for development projects not included on this list may be estimated by using the closest employee-per-square foot ratio available for the proposed development or by following the District's administrative procedures for appeals of school facility fee imposition.

Table 9
Facility Cost per Square Foot of Commercial/Industrial Development, by Category

Commercial/Industrial Category	Employees per Square Foot	% Employees Residing in District	Dwelling Units per Employee	7-12 Students per Dwelling Unit	Cost per 7-12 Student	Cost per Square Foot
Banks	0.00283	0.4332	0.91	0.263	\$69,030.86	\$20.25
Community Shopping Centers	0.00153	0.4332	0.91	0.263	\$69,030.86	\$10.95
Neighborhood Shopping Centers	0.00271	0.4332	0.91	0.263	\$69,030.86	\$19.40
Industrial Business Parks	0.00352	0.4332	0.91	0.263	\$69,030.86	\$25.19
Industrial Parks	0.00135	0.4332	0.91	0.263	\$69,030.86	\$9.66
Rental Self Storage	0.00006	0.4332	0.91	0.263	\$69,030.86	\$0.43
Scientific Research & Development	0.00304	0.4332	0.91	0.263	\$69,030.86	\$21.76
Lodging	0.00113	0.4332	0.91	0.263	\$69,030.86	\$8.09
Standard Commercial Office	0.00479	0.4332	0.91	0.263	\$69,030.86	\$34.28
Large High Rise Com. Office	0.00431	0.4332	0.91	0.263	\$69,030.86	\$30.85
Corporate Offices	0.00269	0.4332	0.91	0.263	\$69,030.86	\$19.25
Medical Offices	0.00427	0.4332	0.91	0.263	\$69,030.86	\$30.56

The District is justified in collecting their prorated share of the Government Code maximum of \$0.54 per square foot for all categories of commercial/industrial development, because these categories, on

ITEM 20

a per square foot basis, generate a school facility cost greater than the District's prorated share of the Government Code maximum.

The District's prorated share of commercial/industrial construction is \$0.21 per square foot of covered and enclosed space if it resides in Rancho Santa Fe Elementary School District (grades 9-12), all other areas in the District will be \$0.28 per square foot of covered and enclosed space (grades 7-12).

G. Calculating School Facility Cost of Commercial/Industrial Development with Residential Fee Offset

A "residential fee offset" is calculated by (1) determining the number of homes that are associated with the employees generated by new commercial/industrial development and (2) calculating the residential fee revenues that the District will collect from those homes (*Note: Based on 2000 U.S. Census data and SanDAG 2010 estimates, the residential fee offset calculation assumes that 68 percent of the homes associated with new employees are new homes*).

For purposes of calculating the residential fee offset, this study estimates that the District will collect \$1.77 per square foot of future residential development.

Subtracting the residential fee offset from the total school facility cost generated by commercial/industrial development produces a discounted school facility cost that takes into account revenues from "linked" residential units.

Table 10 calculates the facility cost of new commercial/industrial development while taking into account the revenues from linked residential units.

Table 10
School Facility Cost of New Commercial/Industrial Development
Discounted by Residential Fee Offset

Commercial/Industrial Category	Dwelling Unit per Square Foot Com/Ind	% Employees Residing in New Homes	Average Square Foot per Unit	District's Revenue per Square Foot Res. Dev.	Residential Offset per Comm/Ind Square Foot	School Facility Cost per Square Foot Comm/Ind Development	Cost per Square Foot Less Offset
Banks	0.00099	0.68	3671	1.77	\$4.37	\$17.62	\$13.25
Community Shopping Centers	0.00153	0.68	3671	1.77	\$6.76	\$9.52	\$2.76
Neighborhood Shopping Centers	0.00094	0.68	3671	1.77	\$4.15	\$16.87	\$12.72
Industrial Business Parks	0.00123	0.68	3671	1.77	\$5.43	\$21.91	\$16.48
Industrial Parks	0.00047	0.68	3671	1.77	\$2.08	\$8.40	\$6.32
Rental Self Storage	0.00002	0.68	3671	1.77	\$0.09	\$0.37	\$0.28
Scientific Research & Development	0.00106	0.68	3671	1.77	\$4.68	\$18.92	\$14.24
Lodging	0.00039	0.68	3671	1.77	\$1.72	\$7.03	\$5.31
Standard Commercial Office	0.00167	0.68	3671	1.77	\$7.38	\$29.82	\$22.44
Large High Rise Com. Office	0.00150	0.68	3671	1.77	\$6.63	\$26.83	\$20.20
Corporate Offices	0.00094	0.68	3671	1.77	\$4.15	\$16.74	\$12.59
Medical Offices	0.00149	0.68	3671	1.77	\$6.58	\$26.58	\$20.00

ITEM 20

As the table shows, the school facility cost of all categories is greater than the District's maximum prorated share of \$0.28 per square foot even when that cost is discounted by revenues from linked residential units.

For illustrative purposes, the report will compare the school facility cost generated by 140,000 square feet of new community shopping center development to the fee revenue it will provide to the District. This analysis is valid, however, for all types of commercial/industrial development.

If the District were to charge \$0.28 per square foot of commercial/industrial development, it would collect \$39,200 from the 140,000 square feet of community shopping center development. Assuming that 68 percent of the employees of the community shopping center development live in new homes, the District will also collect approximately \$373,092 in revenue from residential developer fees (140,000 square feet x .00153 employees per square foot x 68% employees that live in new homes x 43.32% employees that live in District x 0.76 housing units per employee x 3,671 square feet per housing unit x \$1.77 revenue from residential developer fees). The 140,000 square feet of community shopping center development will create a school facilities cost of \$1,332,800 (140,000 square feet x \$9.52 [see Table 10] school facility cost per square foot of community shopping center).

Table 11 compares the school facility costs generated by 140,000 square feet of community shopping center development to the fee revenues it provides to the District.

Table 11
Comparison of Facility Cost and Fee Revenue Generated by
New Community Shopping Center Development

140,000 square feet of community shopping center development	\$39,200	\$1,332,800	(\$1,293,600)
New housing units associated with the development	\$373,092	N/A	\$373,092
Total	\$412,292	\$1,332,800	(\$920,508)

As the table shows, fee revenue from a community shopping center development will cover only 31% percent of the school facility cost it generates, even when that cost is discounted by the revenues from linked new housing units.

All categories of commercial/industrial development will generate more facility cost than fee revenue, because they all generate a facility cost greater than or equal to \$0.28 per square foot even when fees from linked residential units are considered.

V. ESTABLISHING THE COST, BENEFIT AND BURDEN NEXUS

Establishment of a Cost Nexus

The San Dieguito Union High School District chooses to construct and/or reconstruct facilities for the additional students created by development in the District, and the cost for providing new and/or reconstructed facilities exceeds the amount of developer fees to be collected. It is clear that when educational facilities are provided for students generated by new residential, commercial, and industrial development, the cost of new facilities exceeds developer fee generation, thereby establishing a cost nexus.

ITEM 20

Establishment of a Benefit Nexus

Students generated by new residential, commercial, and industrial development will be attending district schools. Housing district students in new and/or reconstructed facilities will directly benefit those students from the new development projects upon which the fee is imposed; therefore, a benefit nexus is established.

Establishment of a Burden Nexus

The generation of new students by development will create a need for additional and/or reconstructed school facilities. The District must carry the burden of constructing new facilities required by the students generated by future development, and the need for facilities will be, in part, satisfied by the levying of developer fees; therefore, a burden nexus is established.

Statement to Identify the Purpose of the Fee

It is a requirement of AB 1600 that the District identify the purpose of the fee. The purpose of the fees being levied shall be used for the construction and/or reconstruction of school facilities. The District will provide for the construction and/or reconstruction of school facilities, in part, with developer fees as further described under VI. Findings, Section B.

Establishment of a Special Account

Pursuant to Government Code Section 66006, the District has established a special account into which fees for capital facilities are deposited. The fees collected in this account will be expended only for the purpose for which they were collected. Any interest income earned on the fees that are deposited in such an account must remain with the principal. The school district must make specific information available to the public within 180 days of the end of each fiscal year pertaining to the developer fee fund. The information required to be made available to the public by Section 66006(b)(1) was amended by SB 1693 and includes specific information on fees expended and refunds made during the year.

VI. FINDINGS

This Section shows that the District meets the requirements of Government Code Section 66001 regarding the collection of developer fees and summarizes other potential funding sources for the District's capital projects.

A. Government Code Section 66001(a)(1) – Purpose of the Fee

The purpose of collecting fees on residential and commercial/industrial development is to acquire funds to construct or reconstruct school facilities for the students generated by new residential and commercial/industrial developments.

B. Government Code Section 66001(a)(2) – Use of the Fee

ITEM 20

The District's use of the fee will involve constructing and/or reconstructing school campuses and/or additional permanent facilities on existing school campuses. In addition, the District may need to purchase or lease portable classrooms to use for interim housing while permanent facilities are being constructed.

Revenue from fees collected on residential and commercial/industrial development may be used to pay for any of the following:

- (1) land (purchased or leased) for school facilities,
- (2) design of school facilities,
- (3) permit and plan check fees,
- (4) construction or reconstruction of school facilities,
- (5) testing and inspection of school sites and school buildings,
- (6) furniture for use in new school facilities,
- (7) interim school facilities (purchased or leased) to house students generated by new development while permanent facilities are being constructed,
- (8) legal and administrative costs associated with providing facilities to students generated by new development,
- (9) administration of the collection of developer fees (including the costs of justifying the fees) and
- (10) miscellaneous purposes resulting from student enrollment growth caused by new residential development.

C. Government Code Section 66001(a)(3) – Relationship Between the Fee's Use and the Type of Project Upon Which the Fee is Imposed

Future residential development will cause new families to move into the District and, consequently, will generate additional students in the District. As shown in Section III of this study, adequate school facilities do not exist for these students. Future residential development, therefore, creates a need for additional school facilities. The fee's use (acquiring school facilities) is therefore reasonably related to the type of project (future residential development) upon which it is imposed.

New commercial/industrial development will cause new workers to move into the District. Because some of these workers will have school-age children, commercial/industrial will also generate new students in the District. As shown in Section III of this study, adequate school facilities do not exist for these students. New commercial/industrial development, therefore, creates a need for additional school facilities. The fee's use (acquiring school facilities) is therefore reasonably related to the type of project (new commercial/industrial development) upon which it is imposed.

D. Government Code Section 66001(a)(4) – Relationship Between the Need for the Public Facility and the Type of Project Upon Which the Fee is Imposed

The District's projected enrollment is larger than its pupil capacity. The District, therefore, does not have sufficient existing capacity to house students generated by future development. Future residential and commercial/industrial development in the District will generate additional students and, consequently, a need for additional school facilities. A relationship exists, therefore, between the District's need to build additional school facilities and the construction of new residential and commercial/industrial development projects.

ITEM 20

E. Government Code Section 66001(b) – Relationship Between the Fee and the Cost of the Public Facility Attributable to the Development on Which the Fee is Imposed

This study demonstrates that the school facility cost attributable to future residential development is \$4.97. Level I fees of up to \$4.97 per square foot on residential development are therefore fully justified.

This study also demonstrates that the school facility costs attributable to all categories of commercial/industrial development range from \$0.28 per square foot to \$22.44 per square foot, even when fees from linked residential units are accounted for. Level I fees of up to the prorated grades 7-12 share of \$0.28 on these types of development are therefore fully justified.

All school facility costs and fees in this study are calculated on a per-student basis to ensure that future developments only pay for impacts they cause.

ITEM 20

SOURCES

Davis Demographics & Planning, Inc. District Wide Student Yield Factors – Fall 2004/2005, March 2005.

Davis Demographics & Planning, Inc. Fall 2013/14-Fall 2020/21 Student Population Projections by Residence, December 2013.

Decision Insite. 2008-2014 Enrollment and Capacity

Decision Insite. New Development Reports

Folsom Cordova Unified School District. Bi-Annual Developer Fee Justification Study, February 2006.

Office of Public School Construction. Construction Cost Index, Class B, Jan,2014 meeting analysis

Pleasant Valley School District. School Facility Fee Justification Report for Residential, Commercial & Industrial Development Projects, March 2005.

San Diego Association of Governments. Census 2000 Profile San Dieguito Union High School District, June 2003.

San Diego Association of Governments. Population and Housing Estimates (2010) San Dieguito Union High School District, March 2011.

San Diego Association of Governments. Traffic Generators, January 1990.

San Dieguito Union High School District. 2012-2013 New Construction Eligibility Update, June, 2013f.

San Dieguito Union High School District. Modernization Eligibility, 2012/13.

2012 American Community Survey, US Census Bureau for Households and Travel Times to work.

ITEM 20

Appendix A
State Board Allocation Notice

2

ITEM 20

REPORT OF THE EXECUTIVE OFFICER
State Allocation Board Meeting, January 22, 2014

INDEX ADJUSTMENT ON THE ASSESSMENT FOR DEVELOPMENT

PURPOSE OF REPORT

To report the index adjustment on the assessment for development which may be levied pursuant to Education Code Section 17620.

DESCRIPTION

The law requires the maximum assessment for development be adjusted every two years by the change in the Class B construction cost index, as determined by the State Allocation Board (Board) at its January meeting. This item requests that the Board make the adjustment it considers appropriate.

AUTHORITY

Education Code Section 17620(a)(1) states the following: "The governing board of any school district is authorized to levy a fee, charge, dedication, or other requirement against any construction within the boundaries of the district, for the purpose of funding the construction or reconstruction of school facilities, subject to any limitations set forth in Chapter 4.9 (commencing with Section 65995) of Division 1 of Title 7 of the Government Code."

Government Code Section 65995(b)(3) states the following: "The amount of the limits set forth in paragraphs (1) and (2) shall be increased in 2000, and every two years thereafter, according to the adjustment for inflation set forth in the statewide cost index for class B construction, as determined by the State Allocation Board at its January meeting, which increase shall be effective as of the date of that meeting."

BACKGROUND

There are three levels that may be levied for developer's fees. The fees are levied on a per-square foot basis. The lowest fee, Level I, is assessed if the district conducts a Justification Study that establishes the connection between the development coming into the district and the assessment of fees to pay for the cost of the facilities needed to house future students. The Level II fee is assessed if a district makes a timely application to the Board for new construction funding, conducts a School Facility Needs Analysis pursuant to Government Code Section 65995.6, and satisfies at least two of the requirements listed in Government Code Section 65995.5(b)(3). The Level III fee is assessed when State bond funds are exhausted; the district may impose a developer's fee up to 100 percent of the School Facility Program new construction project cost.

In 2010, the Board did not adjust the fee because the Class B construction index had decreased, which kept it at the 2008 rate of \$2.97 per square foot for Residential and \$.47 per square foot for Commercial/Industrial. In 2012, the Board approved an increase based on the change in the Class B construction index according to the Marshall & Swift (M&S) Eight California Cities Index.

ITEM 20

SAB 01-22-14
Page TwoSTAFF ANALYSIS/STATEMENTS

The assessment for development fees for 2008, 2010, 2012 and 2014 are shown below for information. According to the M&S Eight California Cities Index and Ten Western States Index and the Lee Saylor Index, the cost index for Class B construction increased by 4.93, 5.38 and 2.13 percent respectively during the period of January 2012 through December 2013, requiring the assessment for development fees to be adjusted as follows beginning January 2014:

Eight California Cities Index Maximum Level I Assessment Per Square Foot

	<u>2008</u>	<u>2010</u>	<u>2012</u>	<u>2014</u>
Residential	\$2.97	\$2.96	\$3.20	\$3.36
Commercial/Industrial	\$0.47	\$0.47	\$0.51	\$0.54

Ten Western States Index Maximum Level I Assessment Per Square Foot

	<u>2008</u>	<u>2010</u>	<u>2012</u>	<u>2014</u>
Residential	\$2.97	\$3.00	\$3.20	\$3.37
Commercial/Industrial	\$0.47	\$0.47	\$0.50	\$0.53

Lee Saylor Index Maximum Level I Assessment Per Square Foot

	<u>2008</u>	<u>2010</u>	<u>2012</u>	<u>2014</u>
Residential	\$2.86	\$2.98	\$3.14	\$3.21
Commercial/Industrial	\$0.46	\$0.48	\$0.51	\$0.52

The M&S Eight California Cities Index fits most appropriately for the construction projects in California. Additionally, it will provide more assessment collection to school districts than the alternate indices.

RECOMMENDATION

Increase the 2014 maximum Level I assessment for development in the amount of 4.93 percent using the M&S Eight California Cities Index to be effective immediately.

ITEM 20

Appendix B
State Allocation Board
Approved 50-02
Determination of Existing School Building Capacity

ITEM 20

STATE OF CALIFORNIA
EXISTING SCHOOL BUILDING CAPACITY

SAB 50-02 (Rev. 09/02) Excal (Rev. 11/21/2002)

SCHOOL DISTRICT
SAN DIEGUITO UNION HIGH
COUNTY
SAN DIEGO

STATE ALLOCATION BOARD
OFFICE OF PUBLIC SCHOOL CONSTRUCTION
Page 4 of 4

FIVE DIGIT DISTRICT CODE NUMBER (see California Public School Directory)
68346
HIGH SCHOOL ATTENDANCE AREA (HSAA) OR SUPER HSAA (applicable)

PART I - Classroom Inventory	<input type="checkbox"/> NEW	<input type="checkbox"/> ADJUSTED	K-6	7-8	9-12	Non-Severe	Severe	Total
Line 1. Leased State Relocatable Classrooms				12	6			18
Line 2. Portable Classrooms leased less than 5 years								
Line 3. Interim Housing Portables leased less than 5 years								
Line 4. Interim Housing Portables leased at least 5 years								
Line 5. Portable Classrooms leased at least 5 years				10	1			11
Line 6. Portable Classrooms owned by district				52	73			125
Line 7. Permanent Classrooms				83	144	19	13	259
Line 8. Total (Lines 1 through 7)				157	224	19	13	413

PART II - Available Classrooms

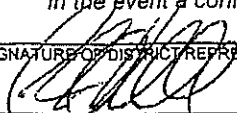
Option A	K-6	7-8	9-12	Non-Severe	Severe	Total
a. Part I, line 4						
b. Part I, line 5		10	1			11
c. Part I, line 6		52	73			125
d. Part I, line 7		83	144	19	13	259
e. Total (a, b, c, & d)		145	218	19	13	395

Option B	K-6	7-8	9-12	Non-Severe	Severe	Total
a. Part I, line 8		157	224	19	13	413
b. Part I, lines 1,2,5 and 6 (total only)						154
c. 25 percent of Part I, line 7 (total only)						65
d. Subtract c from b (enter 0 if negative)		43	46			89
e. Total (a minus d)		114	178	19	13	324

PART III - Determination of Existing School Building Capacity

	K-6	7-8	9-12	Non-Severe	Severe
Line 1. Classroom capacity		3,078	4,806	247	117
Line 2. SER adjustment					
Line 3. Operational Grants					
Line 4. Greater of line 2 or 3					
Line 5. Total of lines 1 and 4		3,078	4,806	247	117

I certify, as the District Representative, that the information reported on this form is true and correct and that:
I am designated as an authorized district representative by the governing board of the district; and,
This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction (OPSC).
In the event a conflict should exist, then the language in the OPSC form will prevail.

SIGNATURE OF DISTRICT REPRESENTATIVE:  DATE: 3-3-05

ITEM 20

Appendix C
Facilities Cost Calculations

ITEM 20

Calculation of Per-Pupil Site Development Costs

Facility Construction Costs for a Middle School

Facility construction costs for Carmel Valley Middle School are based on actual acquisition and constructions, increased by applicable adjustments to the construction cost by the Marshall & Swift Construction Cost Index 8 California Cities Class B (CCI). No adjustment to land value has been made in this calculation.

These costs are as follows:

Carmel Valley Middle School Construction per Notice to Proceed March 1998	Facility Construction Cost
Acquisition Cost	\$12,930,333.21
Construction Cost	\$23,798,673.65
Class B CCI Adjustment Factor (January 1998 to January 2014)	\$36,405,951.08
Total	\$73,134,957.94
Capacity of Projects	1198
Middle School Per-Pupil Facility Construction Cost	\$61,047.54

Facility Construction Costs for a High School

Facility construction costs for Canyon Crest Academy are based on actual acquisition and constructions, increased by applicable adjustments to the construction cost by the Marshall & Swift Construction Cost Index 8 California Cities Class B (CCI). No adjustment to land value has been made in this calculation.

These costs areas follows:

Canyon Crest Academy Construction per Notice to Proceed September 2003	Facility Construction Cost
Acquisition Cost	\$25,161,014.10
Construction Cost	\$74,893,790.20
Class B CCI Adjustment Factor (January 2004 to January 2014)	\$34,524,106.98
Total	\$134,578,911.28
Capacity of Projects	1811
High School Per-Pupil Facility Construction Cost	\$74,311.93

Weighted Cost Per Student

Weighted Average	\$69,030.86
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ITEM 20

**Appendix D
Projects and Timing
Excerpts from District's
Annual and Five Year Reports
for Fiscal Year 2012-13**

ITEM 20

Schedule C - IDENTIFICATION OF ALL SOURCES AND AMOUNTS OF FUNDING ANTICIPATED TO COMPLETE FINANCING OF THE SCHOOL FACILITIES THE DISTRICT HAS IDENTIFIED IN THE DISTRICT'S REPORTS5-Year Report (2012-2013)
Schedule C 12-13

Project	Est. Cost	State School	Mello Roos	NCW	Reportable	Prop AA/Other ⁴
		Bldg. Program ³			Fees	
Canyon Crest Academy						
Field & Track, Baseball Fields	\$20,093,631	N/A	\$30,898	N/A	N/A	\$20,062,733
2011 Facilities Action Plan ¹	\$17,798,262 ²	unknown	unknown	unknown	unknown	unknown
Carmel Valley Middle School						
2011 Facilities Action Plan ¹	\$7,359,871	unknown	unknown	unknown	unknown	unknown
Diegueno Middle School						
HVAC and Front Entry Improvements	\$3,326,521	N/A	N/A	N/A	N/A	\$3,326,521
2011 Facilities Action Plan ¹	\$24,545,183 ²	\$3,462,249	unknown	N/A	unknown	unknown
Earl Warren Middle School						
2011 Facilities Action Plan ¹	\$32,021,866	\$2,710,191	unknown	N/A	unknown	unknown
La Costa Canyon High School						
HVAC, Media Center, Field House	\$13,402,973	N/A	N/A	N/A	N/A	\$13,402,973
2011 Facilities Action Plan ¹	\$21,938,106 ²	unknown	unknown	N/A	unknown	unknown
La Costa Valley School Site¹						
Fields, Multi-Purpose Bldg	\$15,531,957	N/A	N/A	N/A	N/A	\$15,531,957
Oak Crest Middle School						
HVAC, Field Imp. & Access	\$5,151,609	N/A	N/A	N/A	N/A	\$5,151,609
2011 Facilities Action Plan ¹	\$16,608,420 ²	\$1,113,317	unknown	N/A	unknown	unknown
Middle School #5¹						
Phase 1 - Construction 2015/2016	\$52,529,244	\$15,137,000	unknown	unknown	unknown	\$52,529,244
San Dieguito Academy						
Field & Track, Math & Science Bldg, Interim Housing	\$28,367,811	\$2,664,301	unknown	N/A	\$651,508	\$27,716,303
2011 Facilities Action Plan ¹	\$46,348,151 ²	unknown	unknown	N/A	unknown	unknown
Sunset High School						
Network Upgrade	\$122,783	N/A	N/A	N/A	N/A	\$122,783
2011 Facilities Action Plan ¹	\$9,392,980	\$761,273	unknown	N/A	unknown	unknown
Torrey Pines High School						
HVAC, Science Classrooms, Bldg B	\$13,651,928	N/A	unknown	N/A	unknown	\$13,651,928
2011 Facilities Action Plan ¹	\$69,915,857	10,835,355	unknown	unknown	unknown	unknown
Transportation Facility Imp.¹						
	11,600,000	unknown	unknown	N/A	unknown	unknown
Maintenance Mod. & Expansion¹						
	unknown	unknown	unknown	N/A	unknown	unknown
Districtwide – Tech Infrastructure						
2013-2015 Tech Infra Imp.	\$5,423,508	N/A	N/A	N/A	N/A	\$5,423,508 ⁴
2011 Facilities Action Plan – Tech. ¹	\$15,266,492	unknown	unknown	N/A	unknown	unknown
TOTAL	\$469,429,533	\$40,316,835	\$30,898	\$0.00	\$651,508	\$156,919,559

(1) Projects in preliminary planning with no cost estimate and/or known completion date for financing. Where referenced, Facility Action Plans reflect multiple projects that reflect flexible, adaptable, sustainable, technology rich, and community centric projects, including new construction, classroom modernization, infrastructure improvements. Facility Action Plans are available for review in the Planning and Construction Department.

(2) Revised to reflect estimated amount remaining after 2013 Prop AA Bond funding. Future phases subject to availability of Prop AA funding.

(3) Subject to availability of State Funding.

(4) Amount includes \$50,000 from Other Building Fund 21-09 for improvements not related to Prop AA.

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 26, 2014

BOARD MEETING DATE: April 3, 2014

PREPARED BY: Frederick Labib-Wood
Director of Classified Personnel

SUBMITTED BY: Rick Schmitt
Superintendent

SUBJECT: Approval and Adoption of Proposed Revised Board Policy Job Description (2): 4216.3-03.2 "Chief Financial Officer"; 4216.3-09.3, "Director of Student Information Services"; Salary Range Schedule

EXECUTIVE SUMMARY

The District has requested a review of two management positions: Director of Financial Services and Director of Student Information Services.

Based on the review and finding of accretion of duties to the Director of Financial Services, it is recommended that this position (and the current incumbent) be reclassified to Chief Financial Officer to be allocated at Group 5 / Range 2 on the Management Salary Schedule.

Based on the review of and finding of accretion of duties of Director of Student Information Services, it is recommended that this position be reallocated to Group 5 / Range 4 of the Management Salary Schedule (copy attached) with no change in title.

The District's Personnel Commission reviewed and approved the job descriptions and salary range allocations in the Classification Plan at its meeting on March 25, 2014.

RECOMMENDATION:

It is recommended that the Board approve the proposed revised Board Policy job descriptions (2), #4216.3-03.2, "Chief Financial Officer" and #4216.3-09.3 "Director of Student Information Services," and #4341.1 Attachment A, Management Salary Schedule, as shown in the attached supplements.

FUNDING SOURCE:

District General Fund.

Attachments

CLASSIFIEDITEM 21
4216.3-03.2**DIRECTOR OF FINANCIAL SERVICES CHIEF FINANCIAL OFFICER****OVERALL JOB PURPOSE STATEMENT**

Under the general direction of the ~~Executive Director of Finance~~ Associate Superintendent of Business Services, the job of ~~Director of Financial Services~~ Chief Financial Officer is ~~done~~ established for the purpose/s of **planning, organizing**, directing, supervising, monitoring and coordinating the day-to-day payroll, accounts payable and budget functions within the Financial Services Department; **providing administrative and technical support of the District's Board of Trustees, Superintendent, and administrative personnel related to the financial operations; financial oversight of all district funds, including bond funds; communicate with county and State administrators, auditors and others regarding fiscal services;** determining the operational workload requirements, and supporting the ~~Executive Director of Finance~~ Associate Superintendent of Business Services in the overall development, planning, **oversight** and implementation of the District's fiscal operations.

ESSENTIAL JOB FUNCTIONS

- * Supports the ~~Executive Director of Finance~~ Associate Superintendent of Business Services for the purpose of assisting in developing and planning departmental goals and objectives, preparing the District's annual budget calendar and coordinating other departmental and school site activities associated with the District's financial operations.
- * **Coordinates various district accounting projects (e.g. budget development, payroll, etc.) for the purpose of providing required guidance, ensuring effective and efficient district operations and complying with district, local, State and Federal regulations.**
- * **Develops budgets and financial forecasts (e.g. multi-year budget projections, restrictive and nonrestrictive funds including program, capital facilities, special funds, bond funds, Adult Education, etc.) for the purpose of providing financial guidance and recommendations to administrative personnel, Superintendent and/or Board of Trustees.**
- * **Supervises the implementation of district accounting procedures for the purpose of maintaining accurate records and internal controls throughout the District.**
- * **Advises personnel regarding various procedures and program requirements for the purpose of providing necessary information for making decisions, taking appropriate action and/or complying with sound accounting practices, established fiscal guidelines, and district, local, State and Federal regulations.**
- * **Develops, installs and maintains accounting systems which provide control of expenditures made to carry out District programs, including required State reporting.**
- * **Monitors budgets and expenditures of all district funds for the purpose of ensuring that allocations are accurate, related revenues are generated, expenses are within budget limits and/or fiscal practices are followed.**

CLASSIFIED

- * Makes presentations (e.g. staff, sites, Superintendent's cabinet, community members, etc.) for the purpose of assisting the ~~Executive Director of Finance~~ Associate Superintendent of Business Services in budget planning and preparation.
- * Develops cost proposals and projections for the purpose of providing necessary data to programs writing grant requests.
- * Researches, compiles, analyzes data pertaining to expenditures and system issues (e.g. phone system costs, large open purchase orders, etc.) for the purpose of developing solutions and new approaches to enhance cost-effectiveness and integrity of District financial operations.
- * Identifies problems (e.g. unexplained vendor system costs, large open purchase orders, etc.) for the purpose of developing solutions and new approaches to enhance cost-effectiveness and integrity of District financial operations.
- * Develops and implements adequate internal system controls (e.g. revolving cash fund checks, workability expenditures, etc.) for the purpose of ensuring adequate accountability and integrity of systems and efficiency/accuracy of payment processing in accordance with Federal, State and District standards.
- * Researches methods and new technologies (e.g., electronic payment systems) for the purpose of improving efficiency of financial operations.
- * Directs staff activities (e.g. transportation-coop, nutrition program, adult education, capital facilities, bond and special funds, etc.) for the purpose of ensuring adherence to report deadlines and schedules for different funds.
- * Plans and coordinates special staff activities for the purpose of providing specialized ~~assistants~~ assistance to school sites to maintain and enhance site and ASB accounting controls and internal audits.
- * Performs a variety of personnel-related functions as assigned (e.g. interviewing, selecting, evaluating, training, supervising, etc.) for the purpose of providing efficient departmental operations.
- * Develops and implements automated systems and procedures utilizing customized databases and spreadsheets (e.g. position control, budget, payroll, etc.) for the purpose of linking and sharing common information sets to enhance efficiency and accuracy of various financial operations.
- * Supports the ~~Executive Director of Finance~~ Associate Superintendent of Business Services for the purpose of assisting in the completion of the District's financial operations functions.
- * Assists other personnel as may be required for the purpose of ensuring an efficient and effective work environment.

ESSENTIAL JOB REQUIREMENTS – QUALIFICATIONS**JOB REQUIREMENTS – QUALIFICATIONS SKILLS, KNOWLEDGE, SKILLS AND ABILITIES**

~~SKILLS~~ are required to perform multiple, technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions. Specific skills required to satisfactorily perform the functions of the job include: performing accounting procedures; performing standard bookkeeping; planning and managing projects; preparing and maintaining accurate records; using pertinent software applications; and operating standard office equipment.

KNOWLEDGE is required to perform advanced math; review and interpret highly technical information such as regulations pertaining to proper accounting, budgeting and payroll procedures including State and Federal reporting, write technical materials, and/or speak persuasively to implement desired actions; and analyze situations to define issues, ~~and~~ draw conclusions and recommend appropriate actions. Specific knowledge required to satisfactorily perform the functions of the job includes: business telephone etiquette; concepts of grammar and punctuation; office application software; California School Accounting Manual (CSAM); budgeting procedures, State reporting requirements, proper internal controls, x|online financial information system ~~(FIS)~~; payroll processes; and employment law affecting payroll procedures.

SKILLS are required to perform multiple, highly complex, technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions. Specific skills required to satisfactorily perform the functions of the job include: operating standard office equipment; performing accounting procedures; performing standard bookkeeping; preparing budgets and financial plans; planning and managing projects; preparing and maintaining accurate records; using pertinent software applications; administering personnel policies and practices; applying appropriate codes, policies, regulations and/or laws; and communicating with persons of varied cultural and educational backgrounds.

ABILITY is required to schedule a significant number of activities, meetings, and/or events; routinely gather, collate, and/or classify data; and consider a number of factors when using equipment. Flexibility is required to independently work with others in a wide variety of circumstances; analyze data utilizing defined but different processes; and operate equipment using a variety of standardized methods. Ability is also required to work with a significant diversity of individuals and/or groups; work with data of varied types and/or purposes; and utilize a variety of job-related equipment. In working with others, independent problem solving is required to analyze issues and create action plans. Problem solving with data frequently requires analysis based on organizational objectives and independent interpretation of guidelines; and problem solving with equipment is moderate to significant. Specific abilities required to satisfactorily perform the functions of the job include: communicating with diverse groups; adapting to changing work priorities; being attentive to detail; establishing and maintaining effective working relationships; maintaining a professional work environment; meeting deadlines and schedules; setting priorities; and working with detailed information/data.

RESPONSIBILITY

Responsibilities include: working independently under limited supervision broad organizational guidelines to achieve unit objectives; using standardized practices and/or methods; directing other persons within a department, small large work unit and/or across several small work units; and supervising and monitoring the use of all district funds. Utilization of resources from other work units is

CLASSIFIED

ITEM 21
4216.3-03.2

often required to perform the job's functions. There is a continual opportunity to significantly impact the organization's services.

WORKING ENVIRONMENT

The usual and customary methods of performing the job's functions require the following physical demands: some lifting, carrying, pushing, and/or pulling; some stooping, kneeling, crouching, and/or crawling; and significant fine finger dexterity. Generally the job requires 80% sitting, 10% walking, and 10% standing. This job is performed in a generally clean and healthy environment.

EXPERIENCE

~~Job related experience within specialized~~ Sufficient experience and training to possess the knowledge, skills and abilities necessary to perform the duties of the class. Typical qualifying experience would be at least four years service in a public agency, preferably in a school district, that included responsibility for budget development, monitoring and oversight. At least two years of increasingly responsible supervisory or management experience.

EDUCATION

Education and experience equivalent to a Bachelor's degree in ~~job-related area (e.g., accounting, financial management, business administration, etc.)~~ Business administration, financial management, accounting, or related. Up to four years of additional full-time qualifying experience may substitute for the education requirement on the basis of one year of experience for each 24 semester/45 quarter units of education leading to one of the degrees.

REQUIRED TESTING

Pre-employment ~~proficiency test~~ testing and assessment to demonstrate minimum qualifications required for the position.

CERTIFICATES

California Class C Driver's License; record of driving history issued by the California DMV on its Form H-6 less than 30 days prior to applying for the position. ~~None Specified~~

CONTINUING EDUCATION/TRAINING

None Specified

CLEARANCES

Fingerprint Clearances issued by the California Department of Justice (CaDOJ) and the Federal Bureau of Investigation (FBI); TB clearance; pre-employment physical examination including negative drug screen. ~~Criminal Justice Fingerprint/Background Clearance, Tuberculosis Clearance~~

FLSA STATUS

Exempt

SALARY RANGE

Management

DIRECTOR OF STUDENT INFORMATION SERVICES

OVERALL JOB PURPOSE STATEMENT

Under the direction of the ~~Executive Director of Curriculum and Assessment~~ Associate Superintendent of Educational Services, the Director of Student Information Services manages and directs district programs, including, High School Selection, Intra/Inter-district transfers and Home Hospital ; ensures compliance with state and federal education codes and mandates, coordinates the analysis of assessment and student achievement data; manages and ensures the accuracy of the student information system as it relates to attendance, transcripts, grading, residency, standardized testing, college entrance testing, and Federal and State reporting; provides leadership in establishing district norms in student data reporting; collects and identifies student achievement data to be used by the District to assess the effectiveness of instructional programs; provides technical expertise and assistance to school site and District administration to assist them in identifying and analyzing the most useful student data for their application in improving the quality of classroom instruction as well as in assessing the effectiveness of District-wide instructional programs.

DISTINGUISHING CHARACTERISTICS

The Director of Student Information Services is a single-position, management classification responsible for planning, directing, supervising and controlling a District-wide program programs , that ensuring ensure the compliance, integrity, comprehensiveness, accuracy, responsiveness, and applicability of all policies and procedures related to management of High School Selection, Inter/Intra District transfers, Home Hospital and Foster Youth programs, Heritage Schools, and elements of the student information data system to support the District's information needs with respect to various other district programs, including, attendance, and the quantitative assessment of the effectiveness of District instructional programs, and to reporting mandates and requirements of Federal, State and local agencies.

ESSENTIAL FUNCTIONS

- Plan, direct and supervise the annual High School Selection Process and prepare district enrollment projections.
- Manage and evaluate applications for Intra/Inter district transfers for approval or rejection based on school site enrollment or district priorities.
- Develop the Annual Notification to ensure compliance with Education Code. Direct the distribution and supervise the collection of the Annual Notification to all parents/guardians of students enrolled in district schools.
- Direct and supervise the district Home Hospital and Homeless/Foster Youth programs.
- Manage and respond to complaints through the Office of Civil Rights or through the Uniform Complaint Procedure. Ensure that each school site and district website have the Uniform Complaint Procedure clearly displayed for parent reference.
- Coordinate and manage the district approval process for Site Pilot Courses.

CLASSIFIED

- Manage , evaluate and respond to student Graduation Waivers submitted by site principals.
- Manage, review and evaluate institutions and courses submitted from Heritage Schools offering instruction in the culture, traditions, or history and language of a country other than the United States to district students seeking credit on their high school transcripts.
- Plan, direct & supervise the collection, maintenance, and integrity of student and staff data necessary to prepare, verify, and submit reports to Federal and State agencies and other entities for the purposes of complying with applicable laws, rules and procedures to ensure general and special funding for District programs.
- ~~Coordinate~~ **Develop** and implement training to District and site level staff (classified, administrators, and teachers) on all elements of data query using the student information system (Aeries) for the purpose of introducing them to school and student data, data analysis, and facilitation of query activities for use of data at sites, in departments, and district-wide.
- Plan, direct, and implement a program of data analysis and interpretation of standardized testing (e.g. CAASPP, AP, ACT, SAT, SAT II, and benchmark assessments) for the purpose of communicating performance data to site administrators and teachers for their use in analyzing student achievement and the effectiveness of instructional programs.
- Monitors the efficiency and effectiveness of site personnel who carry out data management functions at the sites (e.g., registrars, attendance staff, etc.) for the purpose of providing site managers with work performance data pertinent to their evaluation of site staff.
- Develop policies and procedures on use of student information system (Aeries) to ensure efficient and effective use of information for daily operations and for testing of students.
- ~~Develop, and ensure~~ **Supervise** the application and adherence to, District-wide standards for data management to ensure consistency, accuracy and equity in the collection, retention, use and interpretation of information for academic records (e.g. course values on transcripts, interpretation of transcripts, updates from UC and CSU systems) by registrars and other site personnel who process student information.
- Represent the District to the Articulation Analysis Department in the Office of the President of the University of California (UC) and the California State University (CSU) for the purpose of evaluating District course offerings and ensuing approval of UC/CSU for new course offerings.
- Attends meetings conducted by the State and the County Office of Education for the purpose of ensuring District adherence to new requirements and protocols and for system planning and data exchange with outside agencies.
- Conducts performance evaluations of immediate staff for the purpose of adhering to performance evaluation schedules, developing staff and maintaining work standards.
- Conducts selection interviews and training for the purpose of replacing staff at turnover and developing new hires.

OTHER JOB FUNCTIONS

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

JOB REQUIREMENTS: MINIMUM QUALIFICATIONS**SKILLS, KNOWLEDGE AND/OR ABILITIES REQUIRED**

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

KNOWLEDGE is required to perform advanced math including statistical calculations; review and interpret highly technical information, write technical materials, and/or speak persuasively to implement desired actions; and analyze situations to define issues and draw conclusions. Specific knowledge required to satisfactorily perform the functions of the job includes: laws, policies, regulations, and procedures for the collection, maintenance, and processing of student information; data warehousing, especially techniques, methods, systems and terminology of student data management, collection, maintenance, analysis, and reporting; conceptual design process, database design and management of SQL, programming in SQL; documentation standards, including procedures and definitions for metadata; legal responsibilities and restrictions as they apply to access control and privileges for security; principles and practices of effective training, supervision, leadership and program management; interpersonal skills appropriate to occasion and using tact, patience and courtesy.

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

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

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

In working with others, independent problem solving is required to analyze issues and create action plans. Problem solving with data frequently requires independent interpretation of guidelines; and problem solving with equipment is significant. Specific abilities required to satisfactorily perform the functions of the job include: working with detailed information/data; communicating with diverse groups; maintaining confidentiality; meeting deadlines and schedules; setting priorities; analyzing laws and regulations; use pertinent software applications to accomplish program requirements.

RESPONSIBILITY

Responsibilities include: working independently under broad organizational guidelines to achieve unit objectives; directing other persons within a small work unit; and supervising the collection and analysis of student data for multiple sites. Utilization of significant resources from other work units is sometimes

CLASSIFIED

ITEM 21
4216.3-09.3

required to perform the job's functions. There is some opportunity to significantly impact the Organization's services.

WORKING ENVIRONMENT

The usual and customary methods of performing the job's functions require the following physical demands: occasional lifting, carrying, pushing, and/or pulling; some climbing and balancing; some stooping, kneeling, crouching, and significant fine finger dexterity. Generally the job requires 60% sitting, 20% walking, and 20% standing. The job is performed under minimal temperature variations and in a generally hazard-free environment.

EDUCATION AND EXPERIENCE

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

EXPERIENCE

~~At least three years full-time experience working directly with student information systems. Management or supervisory experience preferred.~~

REQUIRED TESTING

Pre-employment proficiency test.

CERTIFICATES

~~California Class C Driver's License; record of driving history issued by the California DMV on its Form H-6 less than 30 days prior to applying for the position. Valid California Class C Driver's License & Evidence of Insurability.~~

CLEARANCES

~~Fingerprint Clearances issued by the California Department of Justice (CaDOJ) and the Federal Bureau of Investigation (FBI); TB clearance; pre-employment physical examination including negative drug screen. Criminal Justice Fingerprint/Background Clearance and Tuberculosis Clearance.~~

CONTINUING EDUCATION/TRAINING

Ongoing as appropriate to maintain currency in student information systems management.

FLSA STATUS

Exempt

SALARY RANGE

Management

PERSONNEL / MANAGEMENT**ITEM 21**
4341.1 Attachment A**MANAGEMENT SALARY SCHEDULE**
(Effective ~~01/16/14~~ 04/03/14)**DISTRICT SUPERINTENDENT / ASSOCIATE SUPERINTENDENTS**

GROUP	RANGE	TITLE	BASE				WORK DAYS
4	1	Superintendent	220,000				223
4	2	Associate Superintendent-Educational Services	162,265				223
4	9	Associate Superintendent-Human Resources	162,265				223
5	7	Associate Superintendent-Business	162,265				12 MO

CERTIFICATED MANAGEMENT

GROUP	RANGE	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	WORK DAYS
4	3	Principal, Sr. High School	122,012	127,963	134,205	140,768	220
4	4	Principal, Middle School	110,693	116,097	121,768	127,720	220
4	5	Asst. Principal, Sr. High School	103,714	108,785	114,113	119,708	210
4	6	Asst. Principal, Middle School	92,829	97,402	102,198	107,236	200
4	7	Director of CTE, EL and Community Programs	103,714	108,785	114,113	119,708	215
4	8	Executive Director of Educational Services	125,059	131,313	137,878	144,772	222
4	10	Director of PPS and Alternative Programs	114,297	119,877	125,670	131,878	220
4	13	Coordinator of Special Education	101,390	106,461	111,780	117,365	220
4	17	Director of Special Education	110,693	116,097	121,768	127,720	220

CLASSIFIED MANAGEMENT

GROUP	RANGE	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	WORK YEAR
5	2	Chief Financial Officer	102,209	107,137	112,313	117,750	12 MO
5	2	Director of Classified Personnel	102,209	107,137	112,313	117,750	12 MO
5	2	Director of Human Resources	102,209	107,137	112,313	117,750	12 MO
5	2	Director of Planning Services	102,209	107,137	112,313	117,750	12 MO
5	2	Director of Technology Project Management	102,209	107,137	112,313	117,750	12 MO
5	2	Director of Maintenance, Operations & Transp.	102,209	107,137	112,313	117,750	12 MO
5	2	Director of Information Technology	102,209	107,137	112,313	117,750	12 MO
5	3	Director of Student Information Services	79,168	83,125	87,281	91,644	12 MO
5	3	Construction Project Manager – II	79,168	83,125	87,281	91,644	12 MO
5	4	Director of Financial Services	88,035	92,435	97,057	101,908	12 MO
5	4	Director of Nutrition Services	88,035	92,435	97,057	101,908	12 MO
5	4	Director of Purchasing & Risk Management	88,035	92,435	97,057	101,908	12 MO
5	4	Director of Student Information Services	88,035	92,435	97,057	101,908	12 MO
5	8	Chief Facilities Officer	122,012	127,963	134,205	140,768	12 MO
5	9	Construction Project Manager – I	68,876	72,319	75,934	79,730	12 MO

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

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

LONGEVITY BENEFITS

An increment of \$2,737 for a 12 month, 8 hours per day, full-time employee at the end of 10, 15, 20, 25 and 30 years in the district, shall be added to the employee's annual salary. The longevity increment of those employees employed less than 12 months or less than 8 hours per day will be prorated in accordance with the number of months and/or hours or regular employment.

ITEM 21

Policy Adopted: July 17, 2008
Policy Revised: June 20, 2013
Policy Revised: December 12, 2013
Policy Draft: April 3, 2014

Policy Revised: February 7, 2013
Policy Revised: August 22, 2013
Policy Revised: January 16, 2014