



**BOARD OF TRUSTEES
SPECIAL MEETING**

Board of Trustees
Michael Allman
Melisse Mossy
Maureen "Mo" Muir
Katrina Young

Interim Superintendent
Lucile Lynch

**WEDNESDAY, JULY 28, 2021
2:00 PM**

***Public participation will be remote and
live-stream will be available @ www.sduhsd.net.
District Office Board Room
710 Encinitas Blvd.
Encinitas, CA 92024***

This meeting will be held in accordance with Executive Order N-29-20 and the County of San Diego Health and Human Services Order of the Health Officer and Emergency Regulations effective June 15, 2021. A copy of each order is available online at www.sduhsd.net and posted at 710 Encinitas Boulevard, Encinitas, CA. The meeting will be live-streamed and video recorded. The public live-stream link will be posted online at www.sduhsd.net prior to the start of the meeting. Members of the Board of Trustees will be permitted to participate virtually/telephonically.

Public comments for special meetings are restricted to items on the agenda before the Board of Trustees for consideration. Members of the public who wish to address the Board of Trustees may do so by submitting a request using this online form available [here](#). This form will open at 4:45 p.m. on July 26, 2021, and will close at 2:00 p.m. on July 27, 2021. Public comment will be limited to two (2) minutes per speaker and a total of 20 minutes per item. If there are more than 10 requests for an item, there will be a random selection of 10 speakers made prior to the meeting that will be recorded.

Additional information and supporting documents that may be provided to the Board of Trustees prior to the start of the meeting, if provided, will be posted on the website at www.sduhsd.net.

AGENDA

1. **CALL TO ORDER**
 - a. WELCOME
 - b. PLEDGE OF ALLEGIANCE
2. **APPROVAL OF AGENDA**
3. **CLOSED SESSION, *public comment, if any***
 - a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (GOV'T CODE SECTION 54954.5)
 - i. To confer with real property negotiator:

Property:	1221 Encinitas Blvd., Encinitas, CA 92024
Agency Negotiator:	Tina Douglas, Associate Superintendent, Business and/or Lucile Lynch, Interim Superintendent
Negotiating Parties:	Boys & Girls Club of San Dieguito (Griset Branch)
Under negotiation:	Instructions pertaining to price and terms of payment

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.

- b. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (GOV'T CODE SECTIONS 11126 & 54957)
- c. CONFERENCE WITH LABOR NEGOTIATORS (GOV'T CODE SECTION 54957.6)

Employee Organizations: San Dieguito Faculty Association / California School Employees Association

Agency Designated Representatives: Superintendent, Deputy Superintendent, and Associate Superintendents (3)

- 4. **RECONVENE TO OPEN SESSION** (THE BOARD OF TRUSTEES WILL RECONVENE OR PROVIDE FURTHER NOTICE AFTER 45 MINUTES IN CLOSED SESSION)
 - a. REPORT OUT OF CLOSED SESSION

ACTION ITEMS

- 5. **CONSIDERATION OF APPROVAL OF LEASE OF FACILITIES AGREEMENT WITH THE BOYS & GIRLS CLUB OF SAN DIEGUITO (GRISSET BRANCH) – public comment, if any**
- 6. **CONSIDERATION OF ADOPTION OF RESOLUTIONS / COMMUNITY FACILITIES DISTRICTS – public comment, if any**
 - a. RESOLUTION ESTABLISHING SPECIAL TAXES FOR 2021-22 FISCAL YEAR
 - b. RESOLUTION LEVYING SPECIAL TAXES FOR 2021-22 FISCAL YEAR
- 7. **CONSIDERATION OF APPROVAL/RATIFICATION OF AGREEMENTS – public comment, if any**
- 8. **CONSIDERATION OF DISTRICT OFFICE MODERNIZATION PROJECT – public comment, if any**
- 9. **CONSIDERATION OF AMENDMENT TO REQUEST FOR PROPOSALS FOR SUPERINTENDENT SEARCH CONSULTANT - public comment, if any**
- 10. **CONSIDERATION OF ADOPTION OF DELETED/REVISED/NEW BOARD POLICIES IN THE 6000 SERIES, INSTRUCTION / EDUCATIONAL SERVICES – public comment, if any**
 - a. BP 6157, DISTANCE LEARNING (DELETE)
 - b. BP/AR 6158, INDEPENDENT STUDY (REVISED/NEW)
- 11. **REVIEW OF SCHOOL COUNSELOR RATIOS – public comment, if any**

DISCUSSION ITEMS

- 12. **CALIFORNIA DEPARTMENT OF PUBLIC HEALTH / MASK UPDATE – public comment, if any**

INFORMATION ITEMS

- 13. **UPDATES**
 - a. BUSINESS SERVICES – TINA DOUGLAS, ASSOCIATE SUPERINTENDENT
 - i. TRANSPORTATION BUSING
 - b. HUMAN RESOURCES – OLGA WEST, ED.D., ASSOCIATE SUPERINTENDENT
 - c. EDUCATIONAL SERVICES – BRYAN MARCUS, ASSOCIATE SUPERINTENDENT
 - i. LA COSTA CANYON HS PLAN FOR SUCCESS
 - d. ADMINISTRATIVE SERVICES – MARK MILLER, DEPUTY SUPERINTENDENT
 - e. SUPERINTENDENT/DISTRICT – LUCILE LYNCH, INTERIM SUPERINTENDENT
 - i. SURVEYS
 - ii. NEWSLETTER

- 14. **ADJOURNMENT**

MEETING PROTOCOL

Board Bylaw 9323 Meeting Conduct

The members of the San Dieguito Union High School District Board of Trustees are locally elected officials, serve four-year terms of office, and are responsible for the schools' educational programs, in grades seven through twelve. The Board is a policy-making body whose actions are guided by the District's vision, mission, and goals. Administration of the District is delegated to a professional administrative staff led by the Superintendent. Board Members are required to conduct the programs of the schools in accordance with the Constitution of the State of California, the California Education Code, and other laws relating to schools enacted by the Legislature, in addition to policies and procedures adopted by the Board of Trustees.

PUBLIC COMMENTS *(Please see public comment process noted above.)*

Members of the public are entitled to comment on items listed on the agenda for Board consideration or deliberation. At the discretion of the Board President, members of the public are entitled to speak on agenda items either immediately after the item is called or following background information provided related to the item. Members of the public are entitled to comment on an agenda item only once at any meeting and may not have someone speak or read on their behalf unless otherwise allow by statute. Although the Board President may seek additional information, participation in debate on any item before the Board shall be limited to the Board and staff. The Board President shall determine the order of speakers, when the Board President calls a member of the public to speak they are asked, but not required, to provide their names prior to making comments.

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.

CLOSED SESSION

The Board may meet in Closed Session to consider qualified matters of litigation, employee negotiations, student discipline, employee grievances, personnel qualifications, and/or real estate negotiations which are timely.

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: July 26, 2021

BOARD MEETING DATE: July 28, 2021

PREPARED BY: Tina Douglas, Associate Superintendent,
Business Services

SUBMITTED BY: Lucile Lynch, Interim Superintendent

SUBJECT: APPROVAL OF FACILITIES LEASE AGREEMENT
/ BOYS & GIRLS CLUB (GRISSET BRANCH)

EXECUTIVE SUMMARY

On January 12, 1970, the Board entered into a lease agreement with the Boys & Girls Club for the unimproved real property located at the now current address of 1221 Encinitas Blvd., Encinitas, CA, 92024. The term of the lease was for 50 years, ending on February 1, 2020. As specified in the original agreement, all buildings and improvements made to the property shall become part of the leased premises, therefore the District is the owner of any such buildings and improvements.

The District has been in negotiations with the Boys & Girls Club on a new lease agreement. The lease was updated to reflect changes in the state, federal and location regulations in addition to the terms established by the Board.

RECOMMENDATION:

It is recommended that the Board approve the Facilities Lease Agreement with the Boys & Girls Club (Griset Branch) and authorize Tina Douglas or Lucile Lynch to execute any necessary documents, as shown in the attached supplement.

FUNDING SOURCE:

Non-Applicable

LEASE AGREEMENT

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

and

THE BOYS AND GIRLS CLUBS OF SAN DIEGUITO

1221 Encinitas Blvd., Encinitas, CA 92024

July , 2021

LEASE AGREEMENT

THIS LEASE AGREEMENT (“**Lease**”) is effective as of July_____, 2021 (“**Effective Date**”) by and between the SAN DIEGUITO UNION HIGH SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California (“**District**”), and THE BOYS AND GIRLS CLUBS OF SAN DIEGUITO, a nonprofit public benefit corporation operating the Boys and Girls Clubs of San Dieguito – Encinitas, Griset Branch (“**Lessee**”). District and Lessee may be referred to in this Lease individually as a “**Party**” or jointly as the “**Parties.**”

RECITALS

A. District is the owner of certain real property located at 1221 Encinitas Boulevard, Encinitas, California, 92024, including the facilities located thereon (the “**Property**”), identified as a portion of Assessor Parcel Numbers 259-320-04-00 and 259-181-01-00, as depicted in **Exhibit A**, attached hereto and incorporated herein by reference.

B. The District previously entered into a Lease Agreement, dated January 12, 1970, with Lessee for the Property, which expired on February 1, 2020, and pursuant to which Lessee continues to occupy the Property under a month to month tenancy.

C. The District is willing to enter into a new lease of the Property by Lessee to be used for athletic and recreational purposes, consistent with Lessee’s mission to provide positive activities to develop the education, health, self-esteem, and character of youth, and for all reasonable and lawful purposes incidental thereto, under the terms and conditions set forth in this Lease.

D. California Education Code § 17455 authorizes the District to lease property belonging to a school district that is not needed by the District for school classroom buildings, for a term of no more than 99 years. The District has determined that the Property is not needed for classroom or other school purposes and that it is in the best interest of the District and the surrounding community to permit Lessee’s use of the Property via this Lease.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1
LEASE

1.1 District hereby leases the Property to Lessee and Lessee hereby leases the Property from District on the terms and conditions set forth in this Lease.

ARTICLE 2
BASIC PROVISIONS

2.1 **Basic Provisions.** For the convenience of the Parties, certain basic provisions of the Lease are set forth below, subject to the remaining terms and conditions of the Lease.

2.1.1 Address of the Property: 1221 Encinitas Boulevard, Encinitas, CA 92024

2.1.2 (a) Term Commencement Date: The later date of: (i) District’s governing board approval, or (ii) approval by Lessee’s authorized representative.

(b) Term Expiration Date: June 30, 2024

2.1.3 Option to Extend: The Parties may, by mutual written agreement, agree to extend this Lease for one additional two (2) year term, pursuant to Section 3.2.1.

2.1.4 Permitted Use: Athletic and recreational purposes, consistent with Lessee’s mission to provide positive activities to develop the education, health, self-esteem, and character of youth, and for all other reasonable and lawful purposes incidental thereto, under the terms and conditions set forth in this Lease (“**Permitted Uses**”).

2.1.5 Address for Notices:

District

San Dieguito Union High School District
710 Encinitas Blvd.
Encinitas, CA 92024
Attention: Tina Douglas, Associate Superintendent, Business Services
Email: tina.douglas@sduhsd.net
Phone: (760) 753-6491 ext. 5548

LESSEE

Boys and Girls Club of San Dieguito
533 Lomas Santa Fe Drive
Solana Beach, CA 92075
Attention: Marineke Vandervort
Email: MVandervort@bgcsandieguito.org
Phone: (858) 755-9371

2.2 **Exhibits**. The following exhibits are attached hereto and incorporated herein by this reference:

Exhibit A – Depiction of the Property

Exhibit B – Terms of Use Form (Occasional User Activities)

ARTICLE 3
TERM

3.1 **Commencement**. The Term of this Lease shall commence as of the later date of approval by the District’s governing board or Lessee’s authorized representative (“**Term Commencement Date**”).

3.2 Term. The initial term of the Lease (“**Initial Term**”) shall be that period beginning on the Term Commencement Date and ending on June 30, 2024 (“**Term Expiration Date**”), unless the Lease is sooner terminated as provided herein.

3.2.1 Option to Extend. Upon expiration of the Initial Term, provided that Lessee is not in breach of the Lease, the Parties may mutually agree in writing to extend the Lease for one additional term of two (2) years, ending on June 30, 2026 (“**Extension Term**”).

3.3 Expiration or Early Termination. At the expiration or earlier termination of this Lease, Lessee shall surrender the Property free and clear of all liens and encumbrances, other than those, if any, consented to in writing by District. Lessee agrees to execute, acknowledge and deliver to District, at District’s request, a quitclaim of all of Lessee’s right, title and interest in and to the Property. If this Lease is terminated early, Lessee shall surrender the Property free and clear of all liens and encumbrances.

3.5 Repair. Lessee shall repair any damage to the Property caused by Lessee and shall, prior to the expiration or earlier termination of this Lease, restore and return the Property in a condition substantially similar to the condition of the Property on the Term Commencement Date, normal wear and tear excepted, and except as provided in Section 3.6 below or otherwise agreed to in writing by the Parties.

3.6 Gym Roof Remediation/Restoration. Lessee shall be responsible for the remediation/restoration of the roof of the Facility by no later than June 30, 2023. The costs of such roof remediation/restoration shall be at Lessee’s sole expense. All construction performed by Lessee shall comply with the requirements of Section 8.4 of this Lease.

ARTICLE 4
CONSIDERATION/RENT

4.1 Consideration. In consideration for Lessee’s lease of the Property, Lessee agrees to pay to the District a monthly rent amount of Four Hundred Fifty Dollars (\$450.00) (“**Monthly Rent**”), representing a total of Five Thousand Four Hundred Dollars (\$5,400.00) in annual rent costs. The Monthly Rent is due monthly in arrears on or before the last day of each calendar month. Should the Term Commencement Date of the Lease occur on a day other than the first day of the month, the Monthly Rent for that month will be prorated accordingly. Monthly Rent shall be payable to the District at the address listed in Article 2.1.5 above. In addition, Lessee agrees to pay the District five percent (5%) of the total monthly rent charged to the Julian Charter School – Cedar Cove (“**Charter School**”) for the sublease of the Property, or a portion thereof, pursuant to Article 10.1 below for the duration of the term of the sublease between the parties (“**5% Admin Fee**”). Payment by Lessee to the District of the 5% Admin Fee shall be due in arrears on or before the last day of each calendar month. The 5% Admin Fee shall be payable to the District at the address listed in Article 2.1.5 above.

4.2 Security Deposit. No Security Deposit is required at this time.

ARTICLE 5
USE

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5.1 Permitted Use. Lessee shall use the Property for the Permitted Uses only, including athletic and recreational purposes, consistent with Lessee’s mission to provide positive activities to develop the education, health, self-esteem, and confidence of youth, and for any other reasonable and lawful uses incidental thereto, under the terms and conditions set forth in this Lease.

5.2 Supervision of Minors. At all times during its use of the Property, Lessee shall ensure appropriate supervision for all minor children participating in Lessee-sponsored or Lessee-authorized activities within the Property, including the time immediately preceding and following regularly-scheduled activities, on or around the parking lots, or other areas of the Property where participants in such activities are present.

5.3 Fingerprinting Clearance: Lessee agrees to require its employees, contractors and volunteers to comply with the fingerprinting requirements of Education Code section 45125.1 with respect to all individuals who may have contact with District staff and pupils in the course of Lessee’s Lease of the Property. The California Department of Justice must determine that none of those employees, contractors, or volunteers has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of such cleared individuals who may come in contact with District staff and pupils during the course and scope of the Lease will be maintained by Lessee and made available to the District upon request.

5.4 Occasional Users. Lessee shall have the right to permit community organizations, groups, or other authorized users (“**Occasional Users**”) to use the Property, or a portion thereof, for one-time use or a scheduled series of events, activities, or classes (“**Occasional User Activity**”). An Occasional User Activity is defined to include fundraisers, cooking classes, taekwondo, community events, or similar activities during hours in which the Property is not scheduled for use/occupancy by Lessee or the Charter School, as applicable. By August 1st of each year of the Lease, Lessee shall provide the District with a list of all anticipated Occasional Users for the period of August 1st through July 31st of the following year. At least thirty (30) calendar days prior to the commencement of the Occasional User Activity, the Occasional User shall submit to both Lessee and the District a completed Terms of Use form, a copy of which is attached hereto as **Exhibit B** and incorporated herein by reference, which shall be executed by the Occasional User’s authorized representative. The Occasional User shall submit proof of the required insurance with the completed/signed Terms of Use form to the District and Lessee. The District’s Associate Superintendent, Business Services, or designee shall process the request and shall have seven (7) calendar days, excluding holidays or other observed dates in which the District Office is closed, to approve or reject in writing the requested Occasional User Activity. Should the District not take action within the seven-day period to approve or reject the request, Lessee may determine whether to authorize the Occasional User Activity; provided, however, that approval of the Occasional User Activity shall only be authorized by Lessee after submission of the executed Terms of Use Form and required insurance documentation by the Occasional User. The District may, in its sole discretion, process requests that are submitted less than thirty (30) days prior to the Occasional User Activity. Lessee warrants that every Occasional User shall comply with the use provisions contained in this Lease.

5.5 Signage. Lessee shall have the right to place signs upon the Property, including the right to install pole signs, monument signs and directional signs on the Property provided such signs are compliant with applicable law.

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5.6 Compliance with Laws. Lessee agrees to operate and maintain the Property in accordance with the provisions of this Lease and in accordance with all valid laws, ordinances, and regulations of federal, state, county, and local governmental agencies having jurisdiction over the Property, including but not limited to the Americans with Disabilities Act of 1990 and the regulations promulgated thereunder, as amended from time to time (“ADA”).

5.6.1 Lessee also agrees to comply with any and all laws, regulations or guidance released by the County of San Diego, City of Encinitas, State of California, or the federal government regarding operating modifications and protective procedures required in light of COVID-19, as amended from time to time.

5.6.2 Lessee agrees that it will be responsible for all costs associated with cleaning, maintenance, modified operations or any other expenses required in order to ensure the Property is compliant with the public health COVID-19 requirements referenced in Section 5.6.1, above, and that no such costs will be the responsibility of the District.

5.7 No Increase in Insurance. Lessee shall not do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage, or any other insurance policy covering the Property, or which will make such insurance coverage unavailable on commercially reasonable terms and conditions, and Lessee shall comply with all rules, orders, regulations and requirements of the insurers of the Property. Should Lessee initiate any use which increases insurance premiums, Lessee shall pay for such increases.

5.8 No Nuisance or Waste. Lessee shall not use or allow the Property to be used for any unlawful purpose, nor shall Lessee cause, maintain, or permit any nuisance or waste in, on, or about the Property.

ARTICLE 6 **UTILITIES**

6.1 Utilities. Except as otherwise specified, at all times during the Term of this Lease, Lessee shall pay for all utilities and services furnished to the Property directly to the utility supplier, including, but not limited to, telephone, internet connections, electricity, and air conditioning. The District will separately pay for gas and water supplied to the Property that is directly charged to the District by each utility provider. The gas and water costs incurred at the Property will thereafter be invoiced by the District directly to Lessee, and the District shall include a breakdown of the utility costs attributable to the Property in such invoices. Lessee agrees to pay the District any such invoiced utility costs within thirty (30) days of receipt of the invoice.

ARTICLE 7 **SECURITY AND PARKING**

7.1 Security. Lessee acknowledges that standard security measures for the Property may not be sufficient for protection against damage or losses caused by criminal acts of third parties. District shall not be liable for such damage or losses. To the extent Lessee desires protection against such criminal acts, Lessee shall, at its own cost, obtain insurance coverage for its personal property stored on the Property.

7.2 Parking. Lessee shall be permitted to use the designated parking spaces for the Property only. Lessee shall not be permitted to use any parking spaces on the adjacent Oak Crest Middle School site without the advance written approval of the District.

ARTICLE 8
MAINTENANCE, REPAIR, CONSTRUCTION

8.1 Condition of Delivery. District agrees to deliver the Property in AS-IS condition and shall not conduct any additional maintenance, repairs or cleaning of the Property prior to delivery of the Property on the Term Commencement Date.

8.2 Lessee's Maintenance Obligations. Lessee will be solely responsible for all major and minor repairs and maintenance of the Property during the Term of this Lease. This shall include repairs and maintenance of the structural components, roof, and exterior of the Property. The cost of such repairs and maintenance shall be at Lessee's sole expense. Lessee agrees to pay for costs associated with routine maintenance attributable to its use of the Property, including routine custodial and landscaping maintenance costs. Should Lessee desire to contract with the District for maintenance and/or custodial services to be provided to the Property, the Parties may negotiate and enter into a separate agreement detailing the provision of costs for such contracted services.

8.2.1 Annual Facilities Inspection. The District shall conduct a facilities inspection of the Property on an annual basis and will provide at least seventy-two (72) hours advance notice to Lessee of the date of inspection. Following the inspection, the District will provide a written list or summary of any items in need of repair and/or maintenance and the corresponding time period for completion. Lessee shall thereafter take all necessary measures to promptly address and correct all repair and/or maintenance items identified by the District. Should Lessee fail to timely correct the repair and/or maintenance items identified by the District, the District may perform such repairs and/or maintenance and invoice the costs of such labor and materials to Lessee for payment.

8.3 District's Maintenance/Repair Obligations. The District shall have no maintenance or repair obligations related to or connected with the Property during the Term of the Lease.

8.4 Construction. Lessee may, at its sole cost and expense, construct improvements to the Property as it deems advisable, for the purpose of facilitating its athletic and recreational purposes ("**Improvements**"). Lessee agrees that full legal ownership and title to the Improvements, to the extent such Improvements can be classified as real property or fixtures to the Property, shall vest in the District upon termination or expiration of the Lease.

8.4.1 Lessee agrees to comply with all local, state and federal requirements associated with construction and operation of the Improvements upon the Property (the "**Approvals**"). Lessee agrees to pursue the Approvals diligently and to provide the District with monthly status updates regarding the progress of the Approvals and Improvements.

8.4.2 Lessee shall deliver to the District for governing board approval, two (2) sets of preliminary construction plans, specifications, drawings, certifications, and CEQA

documentation, as applicable ("**Improvement Plans**"). The Improvement Plans are subject to the District's approval, which shall not be unreasonably withheld or delayed.

ARTICLE 9 **INDEMNIFICATION AND INSURANCE**

During the Term of this Lease, the following indemnification and insurance requirements shall be in effect. Either Party, at its sole option, may elect to use a program of self-insurance or commercial insurance to satisfy its insurance requirements.

9.1 Indemnification of District. Except to the extent caused by the District's negligence or willful misconduct, Lessee shall indemnify, defend, and hold harmless the District, its Board, officers, employees, agents, representatives, and volunteers from and against any and all liability, including but not limited to demands, claims, actions, charges, fees, costs and expenses (including attorney and expert witness fees) (collectively, "**Claims**"), arising from or related to (a) Lessee's obligations under this Lease, (b) employment-related claims or labor disputes involving Lessee or its contractors or agents, (c) the construction, repair, maintenance, alteration, use, occupancy, or enjoyment of the Property, (d) Lessee's operation and other acts and/or omissions arising from and/or relating to Lessee's use of the Property, (e) the occupancy and/or use of the Property by the Charter School, or (f) the conduct of Lessee's business or any activity, work, or thing done, permitted or suffered by Lessee in or about the Property. If any action or proceeding is brought against the District by reason of any such Claim, Lessee, upon notice from the District, shall defend the same at Lessee's expense by counsel reasonably satisfactory to the District.

9.2 Indemnification of Lessee. Except to the extent caused by the negligence or willful misconduct of Lessee, the District shall indemnify, defend, and hold harmless Lessee, its Board, officers, employees, agents, representatives, and volunteers from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) (collectively, "**Claims**"), arising from or connected with acts or omissions of the District or its officers, employees, agents or volunteers in, on, or about the Property during the Term. If any action or proceeding is brought against Lessee by reason of any such Claim, District, upon notice from Lessee, shall defend the same at the District's expense by counsel reasonably satisfactory to Lessee.

9.3 General Insurance – Lessee Requirements. Without limiting Lessee's indemnification of the District and at its own expense, continuing at all times during the Term, Lessee shall provide and maintain at least the following minimum programs of insurance:

9.3.1 General Liability. Commercial general liability insurance, on an occurrence basis, insuring Lessee and Lessee's employees, independent contractors, agents and volunteers against all bodily injury, property damage, personal injury and other covered loss arising out of the use, occupancy, improvement and maintenance of the Property. Such insurance shall be in an amount not less than \$1,000,000.00 per occurrence and \$5,000,000 general aggregate. Such coverage shall include, but shall not be limited to, broad form contractual liability, products and completed operations liability, independent contractors' liability, abuse and molestation liability, employment practices liability, cyber liability, and cross

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liability protection. The District, its Board, officers, employees, agents, representatives, and volunteers shall be named as additional insureds by endorsement.

9.3.2 Workers' Compensation. Workers' Compensation within statutory limits, which includes Employers' Liability coverage with limits of not less than \$1,000,000.00 per accident or occupational illness.

9.3.3 Automobile Liability Insurance. Commercial automobile liability insurance in an amount not less than \$1,000,000.00 combined single limit. The District, its Board of Trustees, and their officers, employees, volunteers, and agents shall be named as additional insureds by endorsement. If minor or patron transportation is provided by Lessee, the limits shall be changed to an amount not less than \$5,000,000.00 combined single limit.

9.3.4 Property Insurance.

- a. "Special perils" form real property insurance covering the Property including improvements, betterments, and loss of rents or loss of income providing protection against any covered peril included for an amount not less than the replacement cost of said Property, including any Improvements thereto. Said policies shall not contain any "co-insurance or contribution" clauses, shall contain a "Replacement Cost" endorsement and shall include deductible amounts acceptable to the District. Said policies shall name the District as an additional insured and loss payee, as its interests may appear.
- b. "Special perils" form personal property insurance covering Lessee's personal property on the Property against any peril included in the classification of "Special Form" for an amount not less than 100% of the replacement cost.

9.3.5 General Provisions:

- a. **Broader Coverage.** If Lessee maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by Lessee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- b. **Evidence of Insurance.** By no later than August 30, 2021, Lessee shall deliver to the District copies or certificates of insurance for the insurance policies required to be obtained in compliance with this Article 9, along with written evidence of payment of required premiums. At least thirty (30) days prior to expiration of any such policy, Lessee shall deliver to the District a certificate evidencing renewal or a new policy, together with evidence of payment of the required premiums, which shall be filed and maintained with the District annually during the Term.
- c. **Waiver of Subrogation.** Lessee hereby grants to the District a waiver of any right to subrogation which any insurer of Lessee may acquire against

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the District by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

- d. **Acceptability of Insurers.** If any of the insurance required by this Section 9.3 is supplied by one or more commercial insurers, such insurance is to be placed with insurers authorized and licensed to conduct business in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater as reported by A.M. Best Company or equivalent.
- e. **Verification of Coverage.** Lessee shall furnish the District with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required). At least thirty (30) days prior to expiration of the insurance required herein, Lessee shall furnish to the District renewal documentation. Each required document shall be signed by the insurer or a person authorized by insurer to bind coverage on its behalf. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required herein, at any time.
- f. **Notice of Cancellation.** Lessee shall notify the District in writing within five (5) business days if any insurance required herein is voided by the insurer or cancelled by the insured. This notice shall be sent by certified mail, return receipt requested, and shall include a certificate of insurance and the required endorsements for the replacement coverage.
- g. **Self-Insured Programs and Self-Insured Retentions.** Any self-insurance program or self-insured retention must be approved separately in writing by the District's risk manager or designee and shall protect the District, its Board, officers, employees, agents, representatives, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained such self-insurance or self-insured retention provisions.
- h. **Legal Defense.** Lessee is expressly obligated to provide for the legal defense and investigation of any claim against the District as an additional insured and for all costs and expenses incidental to such defense or investigation.
- i. **No Limitation of Liability.** The insurance required herein shall not be deemed to limit Lessee's liability related to performance under this Lease. The procuring of insurance shall not be construed as a limitation on liability

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or as full performance of the indemnification and hold harmless provisions of this Lease.

- j. **Lessee's Failure to Procure Insurance.** If Lessee fails to procure any coverage required to be maintained hereunder, or renewal thereof, or to provide written evidence of the procurement or renewal thereof on a timely basis, the District may, but is not required to, after having given five (5) working days written notice to Lessee, procure such coverage and charge its cost to Lessee.
- k. **Waiver and Modification.** Any waiver or modification of the insurance requirements herein shall be made only with the written approval of the District's risk manager or designee.

9.4 General Insurance - District Requirements. At all times during the Term, District shall maintain, at District's expense, commercial general liability insurance, on an occurrence basis, insuring District and its employees, agents, representatives, and independent contractors against all bodily injury, property damage, personal injury and other covered loss arising out of its use of the Property.

9.5 Insurance Priority. The Parties hereby explicitly agree that the District's insurance policies shall be considered secondary to Lessee's insurance policies as required under this Lease and no defense shall be tendered, nor amount paid under any District policy, unless and until Lessee's policy limits have been exceeded.

9.6 Notification. Each Party shall immediately notify the other Party of any claim or litigation that may result in liability to the other Party.

ARTICLE 10
ASSIGNMENT AND SUBLEASING

10.1 Assignment and Subleasing. Lessee shall not, either voluntarily or by operation of law, sell, assign, hypothecate or transfer this Lease, or sublease the Property or any part thereof, or permit or suffer the Property or any part thereof to be used or occupied by anyone other than Lessee; provided, however, that Lessee may sublease the Property, or a portion thereof, to the Julian Charter School – Cedar Cove ("**Charter School**") strictly for use as a nonclassroom-based resource center to provide educational support to students enrolled in the Charter School who are in transitional kindergarten through sixth grade (TK-6) only. The District shall review and approve the terms of any sublease agreement. The consent by District to a sublease shall not be deemed effective until approved or ratified by the District's Board. The consent by District shall not relieve Lessee from this Lease or otherwise release Lessee or sublessee from full and primary liability. The termination of this Lease pursuant to any of the grounds set forth in Article 12 herein may, at the option of the District, terminate any existing sublease with the Charter School.

ARTICLE 11
HAZARDOUS MATERIALS

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11.1 Disclosure. The District represents and warrants that, prior to the execution of this Lease, it has disclosed in writing to Lessee any and all information that it has regarding matters affecting the environmental condition of the Property.

11.2 Compliance. During the Term of this Lease, Lessee shall comply with all laws, regulations, and orders relating to the receiving, use, storage, release, and disposal of Hazardous Material (as defined below) in or about the Property. Lessee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Property in a manner or for a purpose prohibited by any federal, state, or local agency or authority.

11.3 Notice. Lessee shall immediately provide the District with telephonic notice, which shall promptly be confirmed by written notice, of any and all spillage, release and disposal of Hazardous Material on the Property which by law must be reported to any federal, state, or local agency, and any resulting injuries or damages.

11.4 Indemnification. Lessee agrees to indemnify the District against, and to protect, defend, and save it harmless from, all demands, claims, causes of action, liabilities, losses and judgments, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees), which result from Lessee's (or from Lessee's agents) receiving, handling, use, storage, accumulation, transportation, generation, spillage, migration, discharge, release or disposal of Hazardous Material in, upon or about the Property.

11.5 Survive Termination. The Parties' obligations under this Article 11 shall survive the termination of the Lease.

11.6 Definition of Hazardous Material. As used herein, the term "**Hazardous Material**" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) petroleum, (ii) asbestos, (iii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317), (iv) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. (42 U.S.C. Section 6903), or (v) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601).

ARTICLE 12

DEFAULT, REMEDIES, AND TERMINATION

12.1 Default. In the event of a breach by either Party of one of the material covenants, conditions, or obligations in this Lease, the other Party shall give the defaulting Party written notice ("**Notice**") of said breach and thirty (30) days to cure. Failure to cure a breach after a thirty (30) day opportunity to cure shall constitute a default ("**Default**"); provided, however, that if the nature of a Party's breach is such that more than thirty (30) days are reasonably required to cure the breach, then the breaching Party shall not be deemed to be in default if it commences such cure within the thirty (30) day period and thereafter diligently and in good faith continues to cure the

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breach. Failure to cure a breach as required above shall constitute a Default under the Lease and the non-defaulting Party shall have the right to exercise any and all remedies in law or equity.

12.2 Remedies. In the event of a Default by a Party, the other Party may seek termination pursuant to Section 12.3.1, below, as well as any additional remedy available at law or in equity, including but not limited to injunctive relief and damages.

12.3 Termination. The Parties may terminate this Lease in accordance with the termination rights set forth in sections 12.3.1-12.3.3, below. In the event of a termination, within the timeline specified below of the non-terminating Party's receipt of the notice of termination, Lessee shall surrender possession of the Property to the District. Lessee may remove such personal property from the Property as can be removed without damage to the Property and shall surrender possession of the Property in a clean and orderly condition. Any personal property not removed by Lessee shall become the property of the District.

12.3.1 For Cause. In the event of a Default by a Party and without limiting any Party in the exercise of any right or remedy which it may have, the other Party shall be entitled to terminate Lessee's use and possession of the Property by delivering sixty (60) days advance written notice of such termination to the other Party.

12.3.2 For District Use. Should the District determine in its sole discretion that any or all of the Property is needed for school operations or other District activities, the District may terminate the Lease for convenience at any time, with one hundred twenty (120) days prior written notice to Lessee. In the event the District terminates this Lease early due to a need for school purposes, the Parties hereby agree to cooperate in executing a joint use agreement detailing Lessee's permitted use of the Property during non-school hours and weekends.

ARTICLE 13

CONDITION OF PROPERTY, QUIET ENJOYMENT, AND RIGHT OF ENTRY

13.1 Condition of Property. Lessee acknowledges and agrees that Lessee is leasing the Property AS-IS without any warranties, representations, or guarantees from or on behalf of the District except such express warranties and representations contained in this Lease.

13.2 Quiet Enjoyment. District covenants and agrees that it will not take any action to prevent Lessee's quiet enjoyment of the Property during the Term of this Lease.

13.3 Right of Entry. District reserves the right for any of its duly authorized representatives to enter the Property at any reasonable time for any reasonable actions, upon reasonable notice to Lessee, including but not limited to inspecting the Property. In doing so, District shall not interfere with Lessee's enjoyment and use of the Property.

ARTICLE 14

DISPUTE RESOLUTION AND ATTORNEYS' FEES

14.1 Mediation. Any controversy or claim arising out of or related to this Lease or the alleged breach thereof shall be sent by the claimant Party ("**Claimant**") via registered or certified mail to

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the other Party (“**Respondent**”). The Respondent must review and provide a written response to Claimant within thirty (30) days of receipt of any such claim, and any claim is deemed rejected in its entirety if not responded to within the thirty (30) day period. If the Claimant disputes the Respondent’s written response, or lack of response, the Claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the Respondent shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

Within ten (10) business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Respondent shall provide the Claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within (sixty) 60 days after the Respondent issues its written statement. Any disputed portion of the claim, as identified by the Claimant in writing, shall be submitted to nonbinding mediation, with the Respondent and the Claimant sharing the associated costs equally. The Respondent and Claimant shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing. If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

If mediation is unsuccessful, the Parties may pursue any and all rights in law or in equity to resolve any remaining disputes or claims in accordance with Section 12.2.

ARTICLE 15 **GENERAL PROVISIONS**

15.1 Rules and Regulations. Lessee agrees that it will abide by, keep, and observe all reasonable rules and regulations which the District may make from time to time for the management, safety, care and cleanliness of the Property and the surrounding areas, a copy of which shall be provided to Lessee.

15.2 Waiver and Modification. No provision of this Lease may be modified, amended, or added to except by an agreement in writing signed by both Parties.

15.3 Applicable Law. This Lease and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California.

15.4 Time. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

15.5 Authority to Execute Lease. District and Lessee each acknowledge that, upon approval of this Lease, each has all necessary right, title and authority to enter into and perform its obligations under this Lease, and that the individuals executing this Lease on behalf of such Party are duly authorized and designated to do so.

15.6 Consents. Whenever consent or approval of either Party is required, that Party shall not unreasonably withhold or delay such consent or approval, except as may be expressly set forth to the contrary.

15.7 Entire Agreement. The terms of this Lease are intended by the Parties as a final expression of their agreement with respect to the terms as are included herein, and may not be contradicted by evidence of any prior or contemporaneous agreement.

15.8 Severability. Any provision of this Lease which proves to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

15.9 Impartial Construction. The language in all parts of this Lease shall be in all cases construed as a whole according to its fair meaning and not strictly for or against either District or Lessee.

15.10 Successors. Each of the covenants, conditions, and agreements herein contained shall inure to the benefit of and shall apply to and be binding upon the Parties hereto and their respective administrators, successors, assigns, or any person who may come into possession of the Property or any part thereof. Nothing contained in this Section 15.10 shall in any way alter the provisions regarding subleasing provided in this Lease.

15.11 Notices. All notices, demands and communications between District and Lessee shall be in writing and given by personal delivery; facsimile transmission; electronic mail; registered mail, return receipt requested, with postage prepaid; Federal Express or other reliable private express delivery, addressed to District or Lessee at the addresses shown in Section 2.1.5 above. Either Party may, by notice to the other given pursuant to this Section 15.11, specify additional or different addresses for notice purposes.

15.12 Counterparts. This Lease may be executed in one or more counterparts, electronic or otherwise, each of which shall constitute an original.

15.13 Force Majeure. Neither Party shall be liable for non-performance due to a Force Majeure event; provided, however, that the non-performing Party notifies the other Party and resumes performance as soon as reasonably possible. "Force Majeure" means any act or event that prevents or delays the affected Party from performing its obligations in accordance with this Lease, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party has been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Force Majeure includes but is not limited to: (i) acts of God and other natural phenomena, such as storms, extraordinary seasonal conditions, tornados, hurricanes, floods, lightning, landslides, and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omission of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage or vandalism, epidemic, pandemic, terrorist acts, or rebellion; (iv) any industry or trade-wide national labor dispute or strike or any other strike or labor dispute not directed solely at a contractor or vendor; and (v) a reasonably unanticipated action, delay or failure to act by a governmental authority, including a moratorium on any activities related to this Lease.

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15.14 Nondiscrimination. District, Lessee, and all others who from time to time may use the Property described herein with the permission and on the terms and conditions specified by both Parties shall not discriminate in any manner against any person or persons on account of race, color, sex, creed, or national origin, including, but not limited to, the provision of goods, services, property, privileges, advantages, and the holding and obtaining of employment.

15.15 Holding Over. Any holding over by Lessee after the expiration of the Term will be deemed a month-to-month tenancy upon the same terms and conditions as set forth in this Lease; provided, however, that the amount of Rent owed by Lessee to District during any holdover month shall be equal to one hundred percent (100%) of the Rent in effect at the expiration of the Term.

15.16 Taxes. Lessee acknowledges that District, as a public school district, is generally not required to pay any general property taxes on the Property. If Lessee's use of the Property under this Lease subjects the Property to any form of tax, Lessee shall pay all applicable real and personal property taxes, and all other fees, charges, taxes, or assessments of any type,

15.17 No Drugs, Alcohol, Tobacco Use. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property, including the Property. No staff, visitors, contractors, subcontractors, or other persons are to use controlled substances, alcohol, or tobacco on the Property.

[signatures on the following page]

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IN WITNESS WHEREOF, the Parties have executed this Lease as of the dates listed below.

DISTRICT

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT,
a school district organized and existing
under the laws of the State of California

By: _____
Tina Douglas
Associate Superintendent of Business Services

Date: _____

LESSEE

BOYS AND GIRLS CLUBS OF SAN DIEGUITO
a California nonprofit public benefit corporation

By: _____
Marineke Vandervort
Chief Executive Officer

Date: _____

Date of District Governing Board Approval: _____

EXHIBIT A

DEPICTION OF THE PROPERTY



A portion of APNs 259-320-04-00 and 259-181-01-00

Address:
1221 Encinitas Boulevard
Encinitas, CA 92024

EXHIBIT B

TERMS OF USE FORM
(Occasional User Activities)

Property Address: 1221 Encinitas Boulevard
Encinitas, CA 92024

1. In the event of a change of plans, a notice of cancellation must be given to the Boys and Girls Club of San Dieguito (“Club”) within 48 hours before the date of intended use. Refunds are at the discretion of the Club.

2. Any request for use of the above-referenced property, or a portion thereof, shall be submitted to the San Dieguito Union High School District (“SDUHSD”) and the Club by e-mail as follows:

To SDUHSD at: Tina Douglas
Associate Superintendent, Business Services
tina.douglas@sduhsd.net

To the Club at: Marineke Vandervort
Chief Executive Officer
MVandervort@bgcsandieguito.org

3. Tobacco, intoxicants, or narcotics shall not be used, nor shall profane language, quarreling, fighting, or gambling be permitted. Violation of this rule by any person, group, or organization during occupancy shall be sufficient cause for denying the person, group, or organization further use of the property.

4. Distribution or posting of written or printed materials promoting or advocating the commission of any crime of conduct prohibited by law is not permitted.

5. The use of the property shall not be authorized by SDUHSD when, in the opinion of the Board of Trustees or its designees, there is a possibility of injury or damage to the property. The person, group, or organization signing this Terms of Use form shall be fully responsible and liable for any loss or damage incurred by SDUHSD arising out of the person, group, or organization’s use of the property or grounds and shall agree to defend, indemnify, and hold harmless SDUHSD in connection with said use.

6. Persons, groups, or organizations using the property shall not be permitted to permanently alter the property or to remove or displace furniture or apparatus, including lights, curtains, ceiling balances, etc., except when the property is under the supervision of a Club custodian in charge.

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7. This signed form shall be accompanied by a certificate of general liability insurance evidencing coverage for a minimum of \$1,000,000 per occurrence. Except where exempt by law, the certificate must name the “San Dieguito Union High School District, its Board of Trustees, officers, employees, and agents” as additionally insured. Such insurance shall be in force for the entire time the property will be used by the person, group, or organization, including any set-up and clean-up time. Use of the property shall not be approved until a certificate of insurance with adequate coverage and additional insured language is received. SDUHSD reserves the right to require additional minimum insurance limits based on the type, size, and use of the property.

The applicant hereby agrees to abide by and to enforce the rules, regulations, and policies of SDUHSD and the Club, and as set forth in this Terms of Use form, concerning the use of the property and will provide timely notice if a change occurs or a cancellation of the activity becomes necessary.

The undersigned certifies that all information provided herein is correct and, if the undersigned is signing this form on behalf of an organization, that the undersigned is authorized to enter into such agreements and bind the organization on its behalf.

Signature: _____
Name/Title of Applicant: _____
Name of Organization: _____
Date: _____

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: July 21, 2021

BOARD MEETING DATE: July 28, 2021

PREPARED BY: John Addleman, Exec. Director of Planning Services
Tina Douglas, Associate Superintendent, Business Services

SUBMITTED BY: Lucile Lynch, Interim Superintendent

SUBJECT: **ADOPTION OF RESOLUTIONS
ESTABLISHING SPECIAL TAXES FOR
2021-22 FISCAL YEAR**

EXECUTIVE SUMMARY

The Board of Trustees has adopted ordinances authorizing the levy of a special tax within CFD 94-2, CFD 94-3, CFD 95-2, CFD 99-1, CFD 99-2, CFD 99-3, and CFD 03-1. These ordinances were adopted pursuant to the Rate and Method of Apportionment of Special Taxes approved in the elections. The Rate and Method of Apportionment of Special Taxes also require the Board to determine the amount for the alternate prepayment to be collected each year. The Annual Sierra West Group Materials Costs/Current Construction Cost Index can increase this rate for all CFD's except for CFD 99-2 and CFD 99-3 for which the Engineering News-Record Building Cost Index is used.

The 2021-22 prepayment amounts have been established as follows:

- CFD 94-2 - \$4,955.00 for a single family home and \$1,350.00 for a multi-family home.
- CFD 94-3 - \$11,745.55 for a single family home and \$3,200.10 for a multi-family home.
- CFD 95-2 - \$11,346.29 for a single family home and \$3,091.32 for a multi-family home.

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- CFD 99-1 - \$11,683.90 for a single family home and \$3,155.87 for a multi-family home.
- CFD 99-2 – One-Time Special Tax of \$1.46 per square foot of assessable space for residential homes and \$0.19 per square foot of assessable space for commercial buildings located in the Rancho Santa Fe School District and \$0.33 per square foot of assessable space for commercial buildings located in the Encinitas Union School District.
- CFD 99-3 – One-Time Special Tax of \$1.46 per square foot of assessable space for residential homes and \$0.33 per square foot of assessable space for commercial buildings.
- CFD 03-1 - \$13,857.15 for a Tax Class A single family home, and \$3,744.01 for a Tax Class A multi-family home, \$11,683.90 for a Tax Class B single family home, and \$3,155.87 for a Tax Class B multi-family home.

RECOMMENDATION:

It is recommended that the Board adopt the attached resolutions establishing Special Taxes within Community Facilities District No.'s 94-2, 94-3, 95-2, 99-1, 99-2, 99-3, and 03-1, which increase the Alternate Prepayment Tax for single family, multi-family units, and commercial buildings per the Annual Sierra West Group Materials Costs/Current Construction Cost Index or Engineering News-Record's Building Cost Index.

FUNDING SOURCE:

Not Applicable

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE SAN DIEGUITO
UNION HIGH SCHOOL DISTRICT ESTABLISHING SPECIAL TAXES WITHIN
COMMUNITY FACILITIES DISTRICT NO. 94-2 FOR PREPAYMENTS FOR
THE 2021-22 FISCAL YEAR**

WHEREAS, on September 22, 1994 the Board of Trustees of the San Dieguito Union High School District (the “Board of Trustees”) adopted a resolution entitled “Resolution of Formation of the Board of Trustees of the San Dieguito Union High School District Establishing Community Facilities District No. 94-2 of the San Dieguito Union High School District, Authorizing the Levy of a Special Tax, the Incurrence of Bonded Indebtedness not to Exceed \$50,000,000 within Proposed Community Facilities District 94-2 and Calling an Election” (the “Resolution”), which established Community Facilities District No. 94-2 of the San Dieguito Union High School District (the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, to finance the construction and acquisition of certain school facilities within the District;

WHEREAS, the Resolution authorized the levy of a special tax on property lying within the District, authorized the issuance of bonds in an aggregate principal amount not to exceed \$50,000,000 and called an election;

WHEREAS, on November 3, 1994, an election (the “Election”) was held within the District in which the eligible electors approved by more than two-thirds of the votes cast the propositions of levying a special tax on property within the District, incurring indebtedness in an amount not to exceed \$50,000,000 and establishing an appropriations limit;

WHEREAS, on December 5, 1994, the Board of Trustees adopted an ordinance entitled, “Ordinance of the Board of Trustees of the San Dieguito Union High School District Authorizing the Levy of a Special Tax Within Community Facilities District No. 94-2” (the “Ordinance”) authorizing the levy of a special tax within the District pursuant to the rate and method of apportionment of special taxes approved in the Election (the “Rate and Method”) which is set forth in Exhibit A attached to the Ordinance (terms used but not defined herein have the meaning provided in the Rate and Method);

WHEREAS, the Ordinance authorized the Board of Trustees to provide, by resolution, for the levy of the special tax in accordance with the Rate and Method;

WHEREAS, pursuant to the Rate and Method, within five (5) business days from the time of issuance of the initial building permit with respect to any Assessor’s Parcel, the owner of such Assessor’s Parcel of Developed Property may elect to prepay fifty percent of the aggregate Maximum Special Tax obligation attributable to the Assessor’s Parcel;

NOW THEREFORE, THE BOARD OF TRUSTEES DOES HEREBY RESOLVE,
DETERMINE AND ORDER AS FOLLOWS:

Section 1. In accordance with the Rate and Method, the Board of Trustees hereby establishes \$4,955.00 as the Alternate Prepayment Tax for Single-Family units and \$1,350.00 for Multi-Family units with respect to Developed Property for the 2021-22 fiscal year.

Section 2. The Alternate Prepayment Tax with respect to any Assessor’s Parcel shall be collected by the District within five (5) business days from the time of issuance of the initial building permit of such Assessor’s Parcel of Developed Property in accordance with Section VII of the Rate and Method and Section 5 of the Ordinance.

Section 3. The Board of Trustees hereby ratifies any action taken prior to adoption of this resolution to collect the Alternate Prepayment Taxes with respect to Developed Property for the 2021-22 fiscal year.

Section 4. This Resolution shall take effect immediately on the date of final passage.

ADOPTED, SIGNED AND APPROVED, this 28th day of July, 2021.

BOARD OF TRUSTEES OF THE SAN
DIEGUITO UNION HIGH SCHOOL DISTRICT

By: _____

Title: President, Board of Trustees

ATTEST:

By: _____

Title: Clerk, Board of Trustees

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

I, Katrina Young, Clerk of the Board of Trustees of the San Dieguito Union High School District, do hereby certify that the foregoing Resolution was duly adopted by the Board of Trustees at a regular meeting of said Board held on the 28th day of July, 2021, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk, Board of Trustees

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE SAN DIEGUITO
UNION HIGH SCHOOL DISTRICT ESTABLISHING SPECIAL TAXES WITHIN
COMMUNITY FACILITIES DISTRICT NO. 94-3 FOR PREPAYMENTS FOR
THE 2021-22 FISCAL YEAR**

WHEREAS, on March 21, 1996 the Board of Trustees of the San Dieguito Union High School District (the “Board of Trustees”) adopted a resolution entitled “Resolution of Formation of the Board of Trustees of the San Dieguito Union High School District Establishing Community Facilities District No. 94-3 of the San Dieguito Union High School District, Authorizing the Levy of a Special Tax, the Incurrence of Bonded Indebtedness not to Exceed \$50,000,000 within Proposed Community Facilities District No. 94-3 and Calling an Election” (the “Resolution”), which established Community Facilities District No. 94-3 of the San Dieguito Union High School District (the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, to finance the construction and acquisition of certain school facilities within the District;

WHEREAS, on July 18, 1996 the Board amended the Resolution by adopting a resolution entitled “Amendment to Resolutions of Formation of the Board of Trustees of the San Dieguito Union High School District Regarding Establishment of Community Facilities District Nos. 94-3 and 95-2 of the San Dieguito Union High School District” (the “Amending Resolution”) changing the date of the election;

WHEREAS, the Resolution authorized the levy of a special tax on property lying within the District, authorized the issuance of bonds in an aggregate principal amount not to exceed \$50,000,000 and called an election;

WHEREAS, on September 10, 1996 an election (the “Election”) was held within the District in which the eligible electors approved by more than two-thirds of the votes cast the propositions of levying a special tax on property within the District, incurring indebtedness in an amount not to exceed \$50,000,000 and establishing an appropriations limit;

WHEREAS, on September 19, 1996 the Board of Trustees adopted an ordinance entitled, “Ordinance of the Board of Trustees of the San Dieguito Union High School District Authorizing the Levy of a Special Tax Within Community Facilities District No. 94-3” (the “Ordinance”) authorizing the levy of a special tax within the District pursuant to the rate and method of apportionment of special taxes approved in the Election (the “Rate and Method”) which is set forth in Exhibit A attached to the Ordinance (terms used but not defined herein have the meanings provided in the Rate and Method);

WHEREAS, the Ordinance authorized the Board of Trustees to provide, by resolution, for the levy of the special tax in accordance with the Rate and Method;

WHEREAS, pursuant to the Rate and Method, within five (5) business days from the time of issuance of the initial building permit with respect to any Assessor’s Parcel, the owner of such Assessor’s Parcel of Developed Property may elect to prepay fifty

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percent of the aggregate Maximum Special Tax obligation attributable to the Assessor's Parcel;

NOW THEREFORE, THE BOARD OF TRUSTEES DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. In accordance with the Rate and Method, the Board of Trustees hereby establishes \$11,745.55 as the Alternate Prepayment Tax for Single-Family units and \$3,200.10 for Multi-Family units with respect to Developed Property for the 2021-22 fiscal year.

Section 2. The Alternate Prepayment Tax with respect to any Assessor's Parcel shall be collected by the District within five (5) business days from the time of issuance of the initial building permit of such Assessor's Parcel of Developed Property in accordance with Section VII of the Rate and Method and Section 5 of the Ordinance.

Section 3. The Board of Trustees hereby ratifies any action taken prior to adoption of this resolution to collect the Alternate Prepayment Taxes with respect to Developed Property for the 2021-22 fiscal year.

Section 4. This Resolution shall take effect immediately on the date of final passage.

ADOPTED, SIGNED AND APPROVED, this 28th day of July, 2021.

BOARD OF TRUSTEES OF THE SAN
DIEGUITO UNION HIGH SCHOOL DISTRICT

By: _____

Title: President, Board of Trustees

ATTEST:

By: _____

Title: Clerk, Board of Trustees

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STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

I, Katrina Young, Clerk of the Board of Trustees of the San Dieguito Union High School District, do hereby certify that the foregoing Resolution was duly adopted by the Board of Trustees at a regular meeting of said Board held on the 28th day of July, 2021, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk, Board of Trustees

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE SAN DIEGUITO
UNION HIGH SCHOOL DISTRICT ESTABLISHING SPECIAL TAXES WITHIN
COMMUNITY FACILITIES DISTRICT NO. 95-2 FOR PREPAYMENTS FOR
THE 2021-22 FISCAL YEAR**

WHEREAS, on March 21, 1996 the Board of Trustees of the San Dieguito Union High School District (the “Board of Trustees”) adopted a resolution entitled “Resolution of Formation of the Board of Trustees of the San Dieguito Union High School District Establishing Community Facilities District No. 95-2 of the San Dieguito Union High School District, Authorizing the Levy of a Special Tax, the Incurrence of Bonded Indebtedness not to Exceed \$50,000,000 within Proposed Community Facilities District No. 95-2 and Calling an Election” (the “Resolution”), which established Community Facilities District No. 95-2 of the San Dieguito Union High School District (the “District”) pursuant to the Mello-Roos community Facilities Act of 1982, as amended, to finance the construction and acquisition of certain school facilities within the District;

WHEREAS, on July 18, 1996 the Board amended the Resolution by adopting a resolution entitled “Amendment to Resolutions of Formation of the Board of Trustees of the San Dieguito Union High School District Regarding Establishment of Community Facilities District Nos. 94-3 and 95-2 of the San Dieguito Union High School District” (the “Amending Resolution”) changing the date of the election;

WHEREAS, the Resolution authorized the levy of a special tax on property lying within the District, authorized the issuance of bonds in an aggregate principal amount not to exceed \$50,000,000 and called an election;

WHEREAS, on September 10, 1996 an election (the “Election”) was held within the District in which the eligible electors approved by more than two-thirds of the votes cast the propositions of levying a special tax on property within the District, incurring indebtedness in an amount not to exceed \$50,000,000 and establishing an appropriations limit;

WHEREAS, on September 19, 1996 the Board of Trustees adopted an ordinance entitled, “Ordinance of the Board of Trustees of the San Dieguito Union High School District Authorizing the Levy of a Special Tax Within Community Facilities District No. 95-2” (the “Ordinance”) authorizing the levy of a special tax within the District pursuant to the rate and method of apportionment of special taxes approved in the Election (the “Rate and Method”) which is set forth in Exhibit A attached to the Ordinance (terms used but not defined herein have the meanings provided in the Rate and Method);

WHEREAS, the Ordinance authorized the Board of Trustees to provide, by resolution, for the levy of the special tax in accordance with the Rate and Method;

WHEREAS, pursuant to the Rate and Method, within five (5) business days from the time of issuance of the initial building permit with respect to any Assessor’s Parcel,

ITEM 6a

the owner of such Assessor’s Parcel of Developed Property may elect to prepay fifty percent of the aggregate Maximum Special Tax obligation attributable to the Assessor’s Parcel;

NOW THEREFORE, THE BOARD OF TRUSTEES DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. In accordance with the Rate and Method, the Board of Trustees hereby establishes \$11,346.29 as the Alternate Prepayment Tax for Single-Family units and \$3,091.32 for Multi-Family units with respect to Developed Property for the 2021-22 fiscal year.

Section 2. The Alternate Prepayment Tax with respect to any Assessor’s Parcel shall be collected by the District within five (5) business days from the time of issuance of the initial building permit of such Assessor’s Parcel of Developed Property in accordance with Section VII of the Rate and Method and Section 5 of the Ordinance.

Section 3. The Board of Trustees hereby ratifies any action taken prior to adoption of this resolution to collect the Alternate Prepayment Taxes with respect to Developed Property for the 2021-22 fiscal year.

Section 4. This Resolution shall take effect immediately on the date of final passage.

ADOPTED, SIGNED AND APPROVED, this 28th day of July, 2021.

BOARD OF TRUSTEES OF THE SAN
DIEGUITO UNION HIGH SCHOOL DISTRICT

By: _____

Title: President, Board of Trustees

ATTEST:

By: _____

Title: Clerk, Board of Trustees

ITEM 6a

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

I, Katrina Young, Clerk of the Board of Trustees of the San Dieguito Union High School District, do hereby certify that the foregoing Resolution was duly adopted by the Board of Trustees at a regular meeting of said Board held on the 28th day of July, 2021, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk, Board of Trustees

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE SAN DIEGUITO
UNION HIGH SCHOOL DISTRICT ESTABLISHING SPECIAL TAXES WITHIN
COMMUNITY FACILITIES DISTRICT NO. 99-1 FOR PREPAYMENTS FOR
THE 2021-22 FISCAL YEAR**

WHEREAS, on May 6, 1999 the Board of Trustees of the San Dieguito Union High School District (the “Board of Trustees”) adopted a resolution entitled “Resolution of Formation of the Board of Trustees of the San Dieguito Union High School District Establishing Community Facilities District No. 99-1 of the San Dieguito Union High School District Authorizing the Levy of a Special Tax, the Incurrence of Bonded Indebtedness not to Exceed \$50,000,000 with Proposed Community Facilities District No. 99-1 and Calling an Election” (the “Resolution), which established Community Facilities District No. 99-1 of the San Dieguito Union High School District (the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, to finance the construction and acquisition of certain school facilities within the District; and

WHEREAS, on August 19, 1999 the Board amended the Resolution by adopting a resolution entitled “Amendment to Resolution of Formation of the Board of Trustees of the San Dieguito Union High School District Regarding Establishment of Community Facilities District No. 99-1 of the San Dieguito Union High School District” (the “Amending Resolution”) changing the date of the election; and

WHEREAS, the Resolution authorized the levy of a special tax on property lying within the District, authorized the issuance of bonds in an aggregate principal amount not to exceed \$50,000,000 and called an election; and

WHEREAS, on September 16, 1999 an election (the “Election”) was held within the District in which the eligible electors approved by more than two-thirds of the votes cast the propositions of levying a special tax on property within the District, incurring indebtedness in an amount not to exceed \$50,000,000 and establishing an appropriations limit; and

WHEREAS, on September 16, 1999 the Board of Trustees adopted an ordinance entitled, “Ordinance of the Board of Trustees of the San Dieguito Union High School District Authorizing the Levy of a Special Tax Within Community Facilities District No. 99-1” (the “Ordinance”) authorizing the levy of a special tax within the District pursuant to the rate and method of apportionment of special taxes approved in the Election (the “Rate and Method”) which is set forth in Exhibit A attached to the Ordinance (terms used but not defined herein have the meanings provided the Rate and Method); and

WHEREAS, the Ordinance authorized the Board of Trustees to provide, by resolution, the levy of the special tax in accordance with the Rate and Method; and

WHEREAS, pursuant to the Rate and Method, within five (5) business days from the time of issuance of the initial building permit with respect to any Assessor’s Parcel, the owner of such Assessor’s Parcel of Developed Property may elect to prepay fifty percent of the aggregate Maximum Special Tax obligation attributable to the Assessor’s Parcel;

NOW THEREFORE, THE BOARD OF TRUSTEES DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. In accordance with the Rate and Method, the Board of Trustees hereby establishes \$11,683.90 as the Alternate Prepayment Tax for Single-Family units and \$3,155.87 for Multi-Family units with respect to Developed Property for the 2021-22 fiscal year.

Section 2. The Alternate Prepayment Tax with respect to any Assessor’s Parcel shall be collected by the District within five (5) business days from the time of issuance of the initial building permit of such Assessor’s Parcel of Developed Property in accordance with Section VII of the Rate and Method and Section 5 of the Ordinance.

Section 3. The Board of Trustees hereby ratifies any action taken prior to adoption of this resolution to collect the Alternate Prepayment Taxes with respect to Developed Property for the 2021-22 fiscal year.

Section 4. This Resolution shall take effect immediately on the date of final passage.

ADOPTED, SIGNED AND APPROVED, this 28th day of July, 2021.

BOARD OF TRUSTEES OF THE SAN
DIEGUITO UNION HIGH SCHOOL DISTRICT

By: _____

Title: President, Board of Trustees

ATTEST:

By: _____

Title: Clerk, Board of Trustees

ITEM 6a

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

I, Katrina Young, Clerk of the Board of Trustees of the San Dieguito Union High School District, do hereby certify that the foregoing Resolution was duly adopted by the Board of Trustees at a regular meeting of said Board held on the 28th day of July, 2021, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk, Board of Trustees

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE SAN DIEGUITO
UNION HIGH SCHOOL DISTRICT ESTABLISHING SPECIAL TAXES WITHIN
COMMUNITY FACILITIES DISTRICT NO. 99-2 FOR PREPAYMENTS FOR
THE 2021-22 FISCAL YEAR**

WHEREAS, on May 6, 1999 the Board of Trustees of the San Dieguito Union High School District (the “Board of Trustees”) adopted a resolution entitled “Resolution of Formation of the Board of Trustees of the San Dieguito Union High School District Establishing Community Facilities District No. 99-2 (The Bridges at Rancho Santa Fe) of the San Dieguito Union High School District, Authorizing the Levy of a Special Tax, the Incurrence of Bonded Indebtedness Not to Exceed \$50,000,000 Within Proposed Community Facilities District No. 99-2 (The Bridges at Rancho Santa Fe) and Calling an Election” (The “Resolution”), which established Community Facilities District No. 99-2 of the San Dieguito Union High School District (the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, to finance the construction and acquisition of certain school facilities within the District; and

WHEREAS, the Resolution authorized the levy of a special tax on property lying within the District, authorized the issuance of bonds in an aggregate principal amount not to exceed \$50,000,000 and called an election; and

WHEREAS, on May 11, 1999 an election (the “Election”) was held within the District in which the eligible electors approved by more than two-thirds of the votes cast the propositions of levying a special tax on property within the District, incurring indebtedness in an amount not to exceed \$50,000,000 and establishing an appropriations limit; and

WHEREAS, on May 20, 1999 the Board of Trustees adopted an ordinance entitled, “Ordinance of the Board of Trustees of the San Dieguito Union High School District Authorizing the Levy of a Special Tax Within Community Facilities District No. 99-2 (The Bridges at Rancho Santa Fe)” (the “Ordinance”) authorizing the levy of a special tax within the District pursuant to the rate and method of apportionment of special taxes approved in the Election (the “Rate and Method”) which is set forth in Exhibit A attached to the Ordinance (terms used but not defined herein have the meanings provided in the Rate and Method); and

WHEREAS, the Ordinance authorized the Board of Trustees to provide, by resolution, for the levy of the special tax in accordance with the Rate and Method; and

WHEREAS, pursuant to the Rate and Method, at or prior to the issuance of a building permit for an Assessor’s Parcel of Residential Property, the owner of such property may elect to exempt his property from the Annual Special Tax by paying the One-Time Special Tax then applicable to such Assessor’s Parcel and upon payment of such One-Time Special Tax, such Assessor’s Parcel shall thereafter be treated as Exempt Property. If an owner of an Assessor’s Parcel of Residential Property does not elect to pay the One-Time Special Tax, then that Assessor’s Parcel of Residential Property shall

be subject to the Annual Special Taxes and shall not be subject to the One-Time Special Tax.

NOW THEREFORE, THE BOARD OF TRUSTEES DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. In accordance with the Rate and Method, the Board of Trustees hereby establishes \$1.46 per square foot of Assessable Space for Parcels of Residential Property and \$0.19 per square foot of Chargeable Covered and Enclosed Space for Assessor’s Parcels of Commercial Property located within the boundaries of Rancho Santa Fe USD, or \$0.33 per square foot of Chargeable Covered and Enclosed Space for Assessor’s Parcels of Commercial Property located within the boundaries of Encinitas USD as the One-Time Special Tax for the 2021-22 fiscal year.

Section 2. The One-Time Special Tax with respect to any Assessor’s Parcel shall be collected by the District at or prior to the issuance of a building permit of such Assessor’s Parcel in accordance with Section C of the Rate and Method and Section C of the Ordinance.

Section 3. The Board of Trustees hereby ratifies any action taken prior to adoption of this resolution to collect the One-Time Special Tax with respect to Developed Property for the 2021-22 fiscal year.

Section 4. This Resolution shall take effect immediately on the date of final passage.

ADOPTED, SIGNED AND APPROVED, this 28th day of July, 2021.

BOARD OF TRUSTEES OF THE SAN
DIEGUITO UNION HIGH SCHOOL DISTRICT

By: _____

Title: President, Board of Trustees

ATTEST:

By: _____

Title: Clerk, Board of Trustees

ITEM 6a

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

I, Katrina Young, Clerk of the Board of Trustees of the San Dieguito Union High School District, do hereby certify that the foregoing Resolution was duly adopted by the Board of Trustees at a regular meeting of said Board held on the 28th day of July, 2021, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk, Board of Trustees

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE SAN DIEGUITO
UNION HIGH SCHOOL DISTRICT ESTABLISHING SPECIAL TAXES WITHIN
COMMUNITY FACILITIES DISTRICT NO. 99-3 FOR PREPAYMENTS FOR
THE 2021-22 FISCAL YEAR**

WHEREAS, on October 7, 1999 the Board of Trustees of the San Dieguito Union High School District (the “Board of Trustees”) adopted a resolution entitled “Resolution of Formation of the Board of Trustees of the San Dieguito Union High School District Establishing Community Facilities District No. 99-3 of the San Dieguito Union High School District, Authorizing the Levy of a Special Tax, the Incurrence of Bonded Indebtedness Not to Exceed \$50,000,000 Within Proposed Community Facilities District No. 99-3 and Calling an Election” (the “Resolution”), which establishes Community Facilities District No. 99-3 of the San Dieguito Union High School District (the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, to finance the construction and acquisition of certain school facilities within the District; and

WHEREAS, the Resolution authorized the levy of a special tax on property lying within the District, authorized the issuance of bonds in an aggregate principal amount not to exceed \$50,000,000 and called an election; and

WHEREAS, on October 12, 1999 an election (the “Election”) was held within the District in which the eligible electors approved by more than two-thirds of the votes cast the propositions of levying a special tax on property within the District, incurring indebtedness in an amount not to exceed \$50,000,000 and establishing an appropriations limit; and

WHEREAS, on November 4, 1999 the Board of Trustees adopted an ordinance entitled, “Ordinance of the Board of Trustees of the San Dieguito Union High School District Authorizing the Levy of a Special Tax Within Community Facilities District No. 99-3” (the “Ordinance”) authorizing the levy of a special tax within the District pursuant to the rate and method of apportionment of special taxes approved in the Election (the “Rate and Method”) which is set forth in Exhibit A attached to the Ordinance (terms used but not defined herein have the meanings provided in the Rate and Method); and

WHEREAS, the Ordinance authorized the Board of Trustees to provide, by resolution, for the levy of the special tax in accordance with the Rate and Method; and

WHEREAS, pursuant to the Rate and Method, at or prior to the issuance of a building permit for an Assessor’s Parcel of Residential Property, the owner of such property may elect to exempt his property from the Annual Special Tax by paying the One-Time Special Tax then applicable to such Assessor’s Parcel and upon payment of such One-Time Special Tax, such Assessor’s Parcel of Residential Property shall thereafter be treated as Exempt Property. If an owner of an Assessor’s Parcel of Residential Property does not elect to pay the One-Time Special Tax, then that Assessor’s

ITEM 6a

Parcel of Residential Property shall be subject to Annual Special Taxes and shall not be subject to the One-Time Special Tax.

NOW THEREFORE, THE BOARD OF TRUSTEES DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. In accordance with the Rate and Method, the Board of Trustees hereby establishes \$1.46 per square foot of Assessable Space for Assessor’s Parcels of Residential Property, or \$0.33 per square foot of Chargeable Covered and Enclosed Space for Assessor’s Parcels of Commercial Property as the One-Time Special Tax for the 2021-22 fiscal year.

Section 2. The One-Time Special Tax with respect to any Assessor’s Parcel shall be collected by the District at or prior to the issuance of a building permit of such Assessor’s Parcel in accordance with Section C of the Rate and Method and Section C of the Ordinance.

Section 3. The Board of Trustees hereby ratifies any action taken prior to adoption of this resolution to collect the One-Time Special Tax with respect to Developed Property for the 2021-22 fiscal year.

Section 4. This Resolution shall take effect immediately on the date of final passage.

ADOPTED, SIGNED AND APPROVED, this 28th day of July, 2021.

BOARD OF TRUSTEES OF THE SAN
DIEGUITO UNION HIGH SCHOOL DISTRICT

By: _____

Title: President, Board of Trustees

ATTEST:

By: _____

Title: Clerk, Board of Trustees

ITEM 6a

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

I, Katrina Young, Clerk of the Board of Trustees of the San Dieguito Union High School District, do hereby certify that the foregoing Resolution was duly adopted by the Board of Trustees at a regular meeting of said Board held on the 28th day of July, 2021, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk, Board of Trustees

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE SAN DIEGUITO
UNION HIGH SCHOOL DISTRICT ESTABLISHING SPECIAL TAXES WITHIN
COMMUNITY FACILITIES DISTRICT NO. 03-1 FOR PREPAYMENTS FOR
THE 2021-22 FISCAL YEAR**

WHEREAS, on May 1, 2003 the Board of Trustees of the San Dieguito Union High School District (the “Board of Trustees”) adopted a resolution entitled “Resolution of Formation of the Board of Trustees of the San Dieguito Union High School District Establishing Community Facilities District No. 03-1 of the San Dieguito Union High School District, Authorizing the Levy of a Special Tax, the Incurrence of Bonded Indebtedness not to Exceed \$75,000,000 within Proposed Community Facilities District 03-1 and Calling an Election” (the “Resolution”), which established Community Facilities District No. 03-1 of the San Dieguito Union High School District (the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, to finance the construction and acquisition of certain school facilities within the District;

WHEREAS, the Resolution authorized the levy of a special tax on property lying within the District, authorized the issuance of bonds in an aggregate principal amount not to exceed \$75,000,000 and called an election;

WHEREAS, on May 13, 2003, an election (the “Election”) was held within the District in which the eligible electors approved by more than two-thirds of the votes cast the propositions of levying a special tax on property within the District, incurring indebtedness in an amount not to exceed \$75,000,000 and establishing an appropriations limit;

WHEREAS, on May 15, 2003, the Board of Trustees adopted an ordinance entitled, “Ordinance of the Board of Trustees of the San Dieguito Union High School District Authorizing the Levy of a Special Tax Within Community Facilities District No. 03-1” (the “Ordinance”) authorizing the levy of a special tax within the District pursuant to the rate and method of apportionment of special taxes approved in the Election (the “Rate and Method”) which is set forth in Exhibit A attached to the Ordinance (terms used but not defined herein have the meaning provided in the Rate and Method);

WHEREAS, the Ordinance authorized the Board of Trustees to provide, by resolution, for the levy of the special tax in accordance with the Rate and Method;

WHEREAS, pursuant to the Rate and Method, within five (5) business days from the time of issuance of the initial building permit with respect to any Assessor’s Parcel, the owner of such Assessor’s Parcel of Developed Property may elect to prepay fifty percent of the aggregate Maximum Special Tax obligation attributable to the Assessor’s Parcel;

NOW THEREFORE, THE BOARD OF TRUSTEES DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. In accordance with the Rate and Method, the Board of Trustees hereby establishes \$13,857.15 as the Alternate Prepayment Tax for Tax Class A Single-Family units, \$3,744.01 for Tax Class A Multi-Family units, \$11,683.90 for Tax Class B Single-Family units, and \$3,155.87 for Tax Class B Multi-Family units with respect to Developed Property for the 2021-22 fiscal year.

Section 2. The Alternate Prepayment Tax with respect to any Assessor’s Parcel shall be collected by the District within five (5) business days from the time of issuance of the initial building permit of such Assessor’s Parcel of Developed Property in accordance with Section VI of the Rate and Method and Section 5 of the Ordinance.

Section 3. The Board of Trustees hereby ratifies any action taken prior to adoption of this resolution to collect the Alternate Prepayment Taxes with respect to Developed Property for the 2021-22 fiscal year.

Section 4. This Resolution shall take effect immediately on the date of final passage.

ADOPTED, SIGNED AND APPROVED, this 28th day of July, 2021.

BOARD OF TRUSTEES OF THE SAN
DIEGUITO UNION HIGH SCHOOL DISTRICT

By: _____

Title: President, Board of Trustees

ATTEST:

By: _____

Title: Clerk, Board of Trustees

ITEM 6a

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

I, Katrina Young, Clerk of the Board of Trustees of the San Dieguito Union High School District, do hereby certify that the foregoing Resolution was duly adopted by the Board of Trustees at a regular meeting of said Board held on the 28th day of July, 2021, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk, Board of Trustees

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: July 21, 2021

BOARD MEETING DATE: July 28, 2021

PREPARED BY: John Addleman, Executive Director,
Planning Services
Tina Douglas, Associate Superintendent,
Business Services

SUBMITTED BY: Lucile Lynch, Interim Superintendent

SUBJECT: **ADOPTION OF RESOLUTIONS LEVYING
SPECIAL TAXES FOR 2021-2022 FISCAL YEAR**

EXECUTIVE SUMMARY

The Board of Trustees has adopted ordinances authorizing the levy of a special tax within Community Facilities District (CFD) 94-1, CFD 94-2, CFD 94-3, CFD 95-1, CFD 95-2, CFD 99-1, CFD 99-2, CFD 99-3, and CFD 03-1. These ordinances authorized the Board of Trustees to provide, by resolution, for the levy of the special tax in accordance with the Rate and Method established. The special tax will appear on each property owner's tax bill and is to be collected by the County Assessor's Office, per arrangement.

The special tax collected by the County Assessor's Office provides for ongoing debt service payments of the San Dieguito School Facilities Financing Authority Special Tax Revenue Bonds, Series 2016 and Series 2018, and CFD administrative costs. It should be noted that without a levy these obligations would go unpaid, resulting in default.

The 2020/21 year recognized a year over year decline in the growth rate in residential housing development of 44.3% as compared to 2019/20 and 2018/2019 growth rates of 3.37%, and 2.43% respectively. Staff processed a total of 137 single family residential units permitted in 4 of the nine CFDs, down from 246 units in 2019/20. No multi-family dwelling units (MFD) were processed this year. The majority of permitting continues in Pacific Highlands Ranch, CFD 03-1, with 128 SFD starts.

Over all the two most active community facilities districts for 2020/21 were:

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CFD 03-1:

SFD – Highlands, Cresta/Carmel, Palomar, and Sendero – 128 SFD units; \$109,440.00.

CFD 95-2:

SFD - One Oak – 6 units; \$4,800.00.

The additional activity will increase the total developed parcels to 10,468 parcels, and will increase the annual levy of special taxes by \$116,180.00 from \$8,699,071.50 for 2020-2021 to \$8,815,251.50 for 2021/22.

Attachment A, included here, is a Summary of CFD Parcel Levying information for 2021-22. The detailed parcel information contained in Exhibit A to the resolutions is available for inspection in the Facilities Planning and Construction Department.

RECOMMENDATION:

It is recommended that the Board adopt the attached resolutions levying Special Taxes within Community Facilities District No.'s 94-1, 94-2, 94-3, 95-1, 95-2, 99-1, 99-2, 99-3, and 03-1, and authorize the Auditor of San Diego County to levy taxes on all non-exempt property within each Community Facilities District.

FUNDING SOURCE:

Community Facilities Districts 94-1, 94-2, 94-3, 95-1, 95-2, 99-1, 99-2, 99-3, and 03-1

ITEM 6b

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICTS
2021-22 EXECUTIVE SUMMARY**

ATTACHMENT A

DISTRICT	PARCELS LEVIED	PROJECTED LEVY APPLIED AT COUNTY	LEVY AMOUNT HANDBILLED	TOTAL PROJECTED LEVY AMOUNT
CFD No. 94-1	8	\$6,400.00	\$0.00	\$6,400.00
CFD No. 94-2	2,888	2,124,800.00	0	2,124,800.00
CFD No. 94-3	878	537,046.00	0	537,046.00
CFD No. 95-1	2,376	2,427,639.00	0	2,427,639.00
CFD No. 95-2	641	484,282.00	0	484,282.00
CFD No. 99-1	822	557,029.50	0	557,029.50
CFD No. 99-2	46	26,220.00	0	26,220.00
CFD No. 99-3	141	80,370.00	0	80,370.00
CFD No. 03-1	2,668	2,571,465.00	0	2,571,465.00
Total	10,468	\$8,815,251.50	\$0.00	\$8,815,251.50

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
LEVYING SPECIAL TAX FOR 2021-22 FOR
COMMUNITY FACILITIES DISTRICT 94-1 OF
THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

WHEREAS, the Board of Trustees (the “Board”) of the San Dieguito Union High School District (the “District”) has previously completed proceedings pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code of the State of California (the “Act”) to form Community Facilities District 94-1 of the San Dieguito Union High School District; and

WHEREAS, the Board, acting on behalf of CFD 94-1, has reviewed the financial affairs of CFD 94-1; and

WHEREAS, the Board desires at this time to levy the special taxes at the rates specified herein for the fiscal year for CFD 94-1,

NOW, THEREFORE, the Board of Trustees of the San Dieguito Union High School District, acting as the legislative body of Community Facilities District 94-1, does hereby resolve, determine, and order as follows:

Section 1. That the Clerk of the Board of Trustees of the District is hereby authorized to file a certified copy of this Resolution with the Auditor of the County of San Diego and such other public agencies as may be necessary.

Section 2. Pursuant to Section 53340 of the Act, the Board hereby levies the special taxes on all non-exempt property within CFD 94-1 pursuant to the Rate and Method of Apportionment of the Special Tax for CFD 94-1, and in the amounts and on property within CFD 94-1 for Fiscal Year 2021-22 as set forth on Attachment A attached hereto and incorporated herein by this reference.

ADOPTED, SIGNED, AND APPROVED THIS 28th DAY OF JULY, 2021.

San Dieguito Union High School District
Acting as the Legislative Body of
Community Facilities District 94-1

By: _____
President of the Board of Trustees

ATTEST:

By: _____
Clerk, Board of Trustees

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

I, Katrina Young, Clerk of the Board of Trustees of the San Dieguito Union High School District, do hereby certify that the foregoing Resolution was duly adopted by the Board of Trustees at a regular meeting of said Board held on the 28th day of July, 2021, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk, Board of Trustees

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
LEVYING SPECIAL TAX FOR 2021-22 FOR
COMMUNITY FACILITIES DISTRICT 94-2 OF
THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

WHEREAS, the Board of Trustees (the “Board”) of the San Dieguito Union High School District (the “District”) has previously completed proceedings pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code of the State of California (the “Act”) to form Community Facilities District 94-2 of the San Dieguito Union High School District; and

WHEREAS, the Board, acting on behalf of CFD 94-2, has reviewed the financial affairs of CFD 94-2; and

WHEREAS, the Board desires at this time to levy the special taxes at the rates specified herein for the fiscal year for CFD 94-2,

NOW, THEREFORE, the Board of Trustees of the San Dieguito Union High School District, acting as the legislative body of Community Facilities District 94-2, does hereby resolve, determine, and order as follows:

Section 1. That the Clerk of the Board of Trustees of the District is hereby authorized to file a certified copy of this Resolution with the Auditor of the County of San Diego and such other public agencies as may be necessary.

Section 2. Pursuant to Section 53340 of the Act, the Board hereby levies the special taxes on all non-exempt property within CFD 94-2 pursuant to the Rate and Method of Apportionment of the Special Tax for CFD 94-2, and in the amounts and on property within CFD 94-2 for Fiscal Year 2021-22 as set forth on Attachment A attached hereto and incorporated herein by this reference.

ADOPTED, SIGNED, AND APPROVED THIS 28th DAY OF JULY, 2021.

San Dieguito Union High School District
Acting as the Legislative Body of
Community Facilities District 94-2

By: _____
President of the Board of Trustees

ATTEST:

By: _____
Clerk, Board of Trustees

ITEM 6b

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

I, Katrina Young, Clerk of the Board of Trustees of the San Dieguito Union High School District, do hereby certify that the foregoing Resolution was duly adopted by the Board of Trustees at a regular meeting of said Board held on the 28th day of July, 2021, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk, Board of Trustees

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
LEVYING SPECIAL TAX FOR 2021-22 FOR
COMMUNITY FACILITIES DISTRICT 94-3 OF
THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

WHEREAS, the Board of Trustees (the “Board”) of the San Dieguito Union High School District (the “District”) has previously completed proceedings pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code of the State of California (the “Act”) to form Community Facilities District 94-3 of the San Dieguito Union High School District; and

WHEREAS, the Board, acting on behalf of CFD 94-3, has reviewed the financial affairs of CFD 94-3; and

WHEREAS, the Board desires at this time to levy the special taxes at the rates specified herein for the fiscal year for CFD 94-3,

NOW, THEREFORE, the Board of Trustees of the San Dieguito Union High School District, acting as the legislative body of Community Facilities District 94-3, does hereby resolve, determine, and order as follows:

Section 1. That the Clerk of the Board of Trustees of the District is hereby authorized to file a certified copy of this Resolution with the Auditor of the County of San Diego and such other public agencies as may be necessary.

Section 2. Pursuant to Section 53340 of the Act, the Board hereby levies the special taxes on all non-exempt property within CFD 94-3 pursuant to the Rate and Method of Apportionment of the Special Tax for CFD 94-3, and in the amounts and on property within CFD 94-3 for Fiscal Year 2021-22 as set forth on Attachment A attached hereto and incorporated herein by this reference.

ADOPTED, SIGNED, AND APPROVED THIS 28th DAY OF JULY, 2021.

San Dieguito Union High School District
Acting as the Legislative Body of
Community Facilities District 94-3

By: _____
President of the Board of Trustees

ATTEST:

By: _____
Clerk, Board of Trustees

ITEM 6b

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

I, Katrina Young, Clerk of the Board of Trustees of the San Dieguito Union High School District, do hereby certify that the foregoing Resolution was duly adopted by the Board of Trustees at a regular meeting of said Board held on the 28th day of July, 2021, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk, Board of Trustees

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
LEVYING SPECIAL TAX FOR 2021-22 FOR
COMMUNITY FACILITIES DISTRICT 95-1 OF
THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

WHEREAS, the Board of Trustees (the “Board”) of the San Dieguito Union High School District (the “District”) has previously completed proceedings pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code of the State of California (the “Act”) to form Community Facilities District 95-1 of the San Dieguito Union High School District; and

WHEREAS, the Board, acting on behalf of CFD 95-1, has reviewed the financial affairs of CFD 95-1; and

WHEREAS, the Board desires at this time to levy the special taxes at the rates specified herein for the fiscal year for CFD 95-1,

NOW, THEREFORE, the Board of Trustees of the San Dieguito Union High School District, acting as the legislative body of Community Facilities District 95-1, does hereby resolve, determine, and order as follows:

Section 1. That the Clerk of the Board of Trustees of the District is hereby authorized to file a certified copy of this Resolution with the Auditor of the County of San Diego and such other public agencies as may be necessary.

Section 2. Pursuant to Section 53340 of the Act, the Board hereby levies the special taxes on all non-exempt property within CFD 95-1 pursuant to the Rate and Method of Apportionment of the Special Tax for CFD 95-1, and in the amounts and on property within CFD 95-1 for Fiscal Year 2021-22 as set forth on Attachment A attached hereto and incorporated herein by this reference.

ADOPTED, SIGNED, AND APPROVED THIS 28th DAY OF JULY, 2021.

San Dieguito Union High School District
Acting as the Legislative Body of
Community Facilities District 95-1

By: _____
President of the Board of Trustees

ATTEST:

By: _____
Clerk, Board of Trustees

ITEM 6b

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

I, Katrina Young, Clerk of the Board of Trustees of the San Dieguito Union High School District, do hereby certify that the foregoing Resolution was duly adopted by the Board of Trustees at a regular meeting of said Board held on the 28th day of July, 2021, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk, Board of Trustees

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
LEVYING SPECIAL TAX FOR 2021-22 FOR
COMMUNITY FACILITIES DISTRICT 95-2 OF
THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

WHEREAS, the Board of Trustees (the “Board”) of the San Dieguito Union High School District (the “District”) has previously completed proceedings pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code of the State of California (the “Act”) to form Community Facilities District 95-2 of the San Dieguito Union High School District; and

WHEREAS, the Board, acting on behalf of CFD 95-2, has reviewed the financial affairs of CFD 95-2; and

WHEREAS, the Board desires at this time to levy the special taxes at the rates specified herein for the fiscal year for CFD 95-2,

NOW, THEREFORE, the Board of Trustees of the San Dieguito Union High School District, acting as the legislative body of Community Facilities District 95-2, does hereby resolve, determine, and order as follows:

Section 1. That the Clerk of the Board of Trustees of the District is hereby authorized to file a certified copy of this Resolution with the Auditor of the County of San Diego and such other public agencies as may be necessary.

Section 2. Pursuant to Section 53340 of the Act, the Board hereby levies the special taxes on all non-exempt property within CFD 95-2 pursuant to the Rate and Method of Apportionment of the Special Tax for CFD 95-2, and in the amounts and on property within CFD 95-2 for Fiscal Year 2021-22 as set forth on Attachment A attached hereto and incorporated herein by this reference.

ADOPTED, SIGNED, AND APPROVED THIS 28th DAY OF JULY, 2021.

San Dieguito Union High School District
Acting as the Legislative Body of
Community Facilities District 95-2

By: _____
President of the Board of Trustees

ATTEST:

By: _____
Clerk, Board of Trustees

ITEM 6b

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

I, Katrina Young, Clerk of the Board of Trustees of the San Dieguito Union High School District, do hereby certify that the foregoing Resolution was duly adopted by the Board of Trustees at a regular meeting of said Board held on the 28th day of July, 2021, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk, Board of Trustees

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
LEVYING SPECIAL TAX FOR 2021-22 FOR
COMMUNITY FACILITIES DISTRICT 99-1 OF
THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

WHEREAS, the Board of Trustees (the “Board”) of the San Dieguito Union High School District (the “District”) has previously completed proceedings pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code of the State of California (the “Act”) to form Community Facilities District 99-1 of the San Dieguito Union High School District; and

WHEREAS, the Board, acting on behalf of CFD 99-1, has reviewed the financial affairs of CFD 99-1; and

WHEREAS, the Board desires at this time to levy the special taxes at the rates specified herein for the fiscal year for CFD 99-1,

NOW, THEREFORE, the Board of Trustees of the San Dieguito Union High School District, acting as the legislative body of Community Facilities District 99-1, does hereby resolve, determine, and order as follows:

Section 1. That the Clerk of the Board of Trustees of the District is hereby authorized to file a certified copy of this Resolution with the Auditor of the County of San Diego and such other public agencies as may be necessary.

Section 2. Pursuant to Section 53340 of the Act, the Board hereby levies the special taxes on all non-exempt property within CFD 99-1 pursuant to the Rate and Method of Apportionment of the Special Tax for CFD 99-1, and in the amounts and on property within CFD 99-1 for Fiscal Year 2021-22 as set forth on Attachment A attached hereto and incorporated herein by this reference.

ADOPTED, SIGNED, AND APPROVED THIS 28th DAY OF JULY, 2021.

San Dieguito Union High School District
Acting as the Legislative Body of
Community Facilities District 99-1

By: _____
President of the Board of Trustees

ATTEST:

By: _____
Clerk, Board of Trustees

ITEM 6b

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

I, Katrina Young, Clerk of the Board of Trustees of the San Dieguito Union High School District, do hereby certify that the foregoing Resolution was duly adopted by the Board of Trustees at a regular meeting of said Board held on the 28th day of July, 2021, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk, Board of Trustees

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
LEVYING SPECIAL TAX FOR 2021-22 FOR
COMMUNITY FACILITIES DISTRICT 99-2 OF
THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

WHEREAS, the Board of Trustees (the “Board”) of the San Dieguito Union High School District (the “District”) has previously completed proceedings pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code of the State of California (the “Act”) to form Community Facilities District 99-2 of the San Dieguito Union High School District; and

WHEREAS, the Board, acting on behalf of CFD 99-2, has reviewed the financial affairs of CFD 99-2; and

WHEREAS, the Board desires at this time to levy the special taxes at the rates specified herein for the fiscal year for CFD 99-2,

NOW, THEREFORE, the Board of Trustees of the San Dieguito Union High School District, acting as the legislative body of Community Facilities District 99-2, does hereby resolve, determine, and order as follows:

Section 1. That the Clerk of the Board of Trustees of the District is hereby authorized to file a certified copy of this Resolution with the Auditor of the County of San Diego and such other public agencies as may be necessary.

Section 2. Pursuant to Section 53340 of the Act, the Board hereby levies the special taxes on all non-exempt property within CFD 99-2 pursuant to the Rate and Method of Apportionment of the Special Tax for CFD 99-2, and in the amounts and on property within CFD 99-2 for Fiscal Year 2021-22 as set forth on Attachment A attached hereto and incorporated herein by this reference.

ADOPTED, SIGNED, AND APPROVED THIS 28th DAY OF JULY, 2021.

San Dieguito Union High School District
Acting as the Legislative Body of
Community Facilities District 99-2

By: _____
President of the Board of Trustees

ATTEST:

By: _____
Clerk, Board of Trustees

ITEM 6b

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

I, Katrina Young, Clerk of the Board of Trustees of the San Dieguito Union High School District, do hereby certify that the foregoing Resolution was duly adopted by the Board of Trustees at a regular meeting of said Board held on the 28th day of July, 2021, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk, Board of Trustees

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
LEVYING SPECIAL TAX FOR 2021-22 FOR
COMMUNITY FACILITIES DISTRICT 99-3 OF
THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

WHEREAS, the Board of Trustees (the “Board”) of the San Dieguito Union High School District (the “District”) has previously completed proceedings pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code of the State of California (the “Act”) to form Community Facilities District 99-3 of the San Dieguito Union High School District; and

WHEREAS, the Board, acting on behalf of CFD 99-3, has reviewed the financial affairs of CFD 99-3; and

WHEREAS, the Board desires at this time to levy the special taxes at the rates specified herein for the fiscal year for CFD 99-3,

NOW, THEREFORE, the Board of Trustees of the San Dieguito Union High School District, acting as the legislative body of Community Facilities District 99-3, does hereby resolve, determine, and order as follows:

Section 1. That the Clerk of the Board of Trustees of the District is hereby authorized to file a certified copy of this Resolution with the Auditor of the County of San Diego and such other public agencies as may be necessary.

Section 2. Pursuant to Section 53340 of the Act, the Board hereby levies the special taxes on all non-exempt property within CFD 99-3 pursuant to the Rate and Method of Apportionment of the Special Tax for CFD 99-3, and in the amounts and on property within CFD 99-3 for Fiscal Year 2021-22 as set forth on Attachment A attached hereto and incorporated herein by this reference.

ADOPTED, SIGNED, AND APPROVED THIS 28th DAY OF JULY, 2021.

San Dieguito Union High School District
Acting as the Legislative Body of
Community Facilities District 99-3

By: _____
President of the Board of Trustees

ATTEST:

By: _____
Clerk, Board of Trustees

ITEM 6b

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

I, Katrina Young, Clerk of the Board of Trustees of the San Dieguito Union High School District, do hereby certify that the foregoing Resolution was duly adopted by the Board of Trustees at a regular meeting of said Board held on the 28th day of July, 2021, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk, Board of Trustees

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
LEVYING SPECIAL TAX FOR 2021-22 FOR
COMMUNITY FACILITIES DISTRICT 03-1 OF
THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

WHEREAS, the Board of Trustees (the “Board”) of the San Dieguito Union High School District (the “District”) has previously completed proceedings pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code of the State of California (the “Act”) to form Community Facilities District 03-1 of the San Dieguito Union High School District; and

WHEREAS, the Board, acting on behalf of CFD 03-1, has reviewed the financial affairs of CFD 03-1; and

WHEREAS, the Board desires at this time to levy the special taxes at the rates specified herein for the fiscal year for CFD 03-1,

NOW, THEREFORE, the Board of Trustees of the San Dieguito Union High School District, acting as the legislative body of Community Facilities District 03-1, does hereby resolve, determine, and order as follows:

Section 1. That the Clerk of the Board of Trustees of the District is hereby authorized to file a certified copy of this Resolution with the Auditor of the County of San Diego and such other public agencies as may be necessary.

Section 2. Pursuant to Section 53340 of the Act, the Board hereby levies the special taxes on all non-exempt property within CFD 03-1 pursuant to the Rate and Method of Apportionment of the Special Tax for CFD 03-1, and in the amounts and on property within CFD 03-1 for Fiscal Year 2021-22 as set forth on Attachment A attached hereto and incorporated herein by this reference.

ADOPTED, SIGNED, AND APPROVED THIS 28th DAY OF JULY, 2021.

San Dieguito Union High School District
Acting as the Legislative Body of
Community Facilities District 03-1

By: _____
President of the Board of Trustees

ATTEST:

By: _____
Clerk, Board of Trustees

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: July 23, 2021

BOARD MEETING DATE: July 28, 2021

PREPARED BY: Debra Kelly, Director of Purchasing
Tina Douglas, Associate Superintendent,
Business Services

SUBMITTED BY: Lucile Lynch, Interim Superintendent

SUBJECT: APPROVAL / RATIFICATION OF
PROFESSIONAL SERVICES AGREEMENTS

EXECUTIVE SUMMARY

The attached Report summarizes agreements from district departments.

RECOMMENDATION:

It is recommended that the Board approve/ratify the agreements, as shown in the attached Report.

FUNDING SOURCE:

As noted on the attached report.

2021\22 Approval/Ratification of Agreements
July 28, 2021 Board Meeting

ITEM 7

Agreements Recommended for Board Approval							
#	DEPARTMENT	AGREEMENT VENDOR	DESCRIPTION OF SERVICES	FUNDING SOURCE	AMOUNT NOT TO EXCEED	START DATE	END DATE
1	Facilities Planning & Construction	SD Remodeling, Inc.	CB2021-25 Oak Crest Middle School Building K Walkway Overhang Improvements Project.	Capital Facilities Fund 25-19	\$50,900.00	06/28/21	07/30/21
2	Facilities Planning & Construction	Whillock Contracting, Inc.	CB2022-01 La Costa Canyon High School Slope & Parking Lot Restoration Project.	Fund 40-00	\$314,696.00	08/09/21	09/04/21
3	Facilities Planning & Construction	Avanti Development Partners	Provide market analysis of two buildings and site elements located at 1221 Encinitas Blvd.	Fund 25-19	\$4,050.00 Plus Reimbursable Expenses	07/29/21	Upon Completion

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: July 23, 2021

BOARD MEETING DATE: July 28, 2021

PREPARED BY: John Addleman, Exec. Director of Planning Services
Tina M. Douglas, Associate Superintendent,
Business Services

SUBMITTED BY: Lucile Lynch, Interim Superintendent

SUBJECT: AUTHORIZATION TO PROCEED WITH DISTRICT
OFFICE MODERNIZATION ENHANCED
OPERATIONAL EFFICIENCY SCOPE OF WORK

EXECUTIVE SUMMARY

On May 20, 2021 staff presented the Board of Trustees with the results of the preconstruction findings for the District Office Modernization Project as prepared by the awarded builder, Barnhart Reese in coordination with the architect, Ruhnua Clarke. These findings which included additional sewer, foundation, structural and mechanical scopes of work, detailed the impact on the base scope and the invasiveness of the requisite scope to the boardroom and office suites.

At this meeting, the Board reviewed the revised optional scope of work and associated estimates and authorized an amendment to Ruhnua Clarke Architects' agreement to design a comprehensive building modernization plan that would include the revised the base scope as well as enhance the operational efficiency of the District Office. Staff was also directed to return with schematic level floor plans of the Enhanced Operational Efficiency Option and provide revised cost estimates for the Board's consideration and direction.

As requested by the Board, those drawings are presented this date along with the following estimates:

Updated Project Estimate – Base Scope	\$4,588,820.85
Enhanced Operational Efficiency Option	<u>\$3,250,540.06</u>
Estimated Total Project Cost	\$7,839,360.91

Staff will return to the Board with the revised Guaranteed Maximum Price (GMP) at a future date. If the Board selects the option presented herein, staff will return with the final project design and the revised Guaranteed Maximum Price (GMP) will include those revisions.

RECOMMENDATION:

It is recommended that the Board review the schematic drawings and revised cost estimates presented for consideration and authorize Tina Douglas or Lucile Lynch to execute any necessary documents for implementation of their decision.

FUNDING SOURCE:

Capital Facilities Fund 25-19, Fund 21-09 & Fund 40-00

District Office Modernization



710 Encinitas Blvd.
Encinitas, Ca. 92024

Table of Contents

- Real Estate Options
- Base Scope Update
 - Updated Base Scope Estimate
- Enhance Operational Efficiency
 - Space Relationship Illustration
 - Standardization
 - Schematic Floor Plans & Finishes
 - Cost Estimate
- Timeline

Real Estate Update

- Brokers
 - Cushman & Wakefield
 - Retail Insite
- Low Income Housing Investment Firm
 - Turner Impact Capitol
- CoStar
 - One of the Nation's largest real estate information and analytics providers
 - Report Dated 7/21/2021
 - One result within SDUHSD's boundaries
 - No ADA access to second floor
 - Under-parked (34 Spaces)
 - Limited Restroom Access
 - Asking Price: \$9.6 Million (\$516/SF)
 - Last sold in 2018 for \$8.2Million (\$447/SF)

Real Estate Options

Hypothetical Purchase Scenario

PURCHASE OPTION <i>SDUHSD DISTRICT OFFICE</i>	
Building Square Feet	18,425
Purchase Price (\$/S.F.)	\$516
Purchase Price (\$)	\$9,499,930
Tenant Improvement Cost (\$/S.F.)	\$181
Tenant Improvement Cost (\$)	\$3,334,925
710 Encinitas Blvd Sale Price	\$5,280,000
Costs of Sale (4%)	(\$211,200)
Net Sales Proceeds	\$5,068,800
Purchase Price	\$9,499,930
Tenant Improvement Cost	\$3,334,925
Less: Net Sales Proceeds	(\$5,068,800)
Total Cost*	\$7,766,055

District Office Modernization

Updated Project Cost: Base Scope + Enhanced Operational Efficiency	
Revised Base Scope Estimate	\$ 4,588,820.85
Enhanced Operational Efficiency Option	\$ 3,250,540.06
Estimated Total Project Cost*	\$ 7,839,360.91

* All Costs are Estimates and Subject to Final Bid. Staff will Present the Final GMP and Design in the future for Board Approval.

Assumes subject property is in good repair

Appraisal as of 9/27/19. Potential Downgrade Due to Pre-Construction Findings

Additional infrastructure cost related to SDCOE connection

Base Scope Update

Base Scope Update



Base Scope Cost Update	
Project Cost From 5-20-21	\$ 4,163,482.16
Hard Cost	
Additional Findings	
Structural	\$ 256,000.00
Data	\$ 87,498.00
Value Engineering	\$ (99,885.00)
Added GCs/Contingency	\$ 119,743.97
Soft Cost	
Design Fee (sunk cost)	\$ 40,000.00
Additional Inspection Cost	\$ 2,341.72
Moving cost	\$ 19,640.00

Revised Base Scope Project Cost* \$ 4,588,820.85

** All Costs are Estimates and Subject to Final Bid. Staff will Present the Final GMP and Design in the future for Board Approval.*

Enhance Operational Efficiency

Space Relationship Illustration



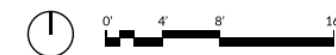
Conceptual Rendering

(Not a floor plan. Should the Board decide to proceed with Option 2, staff will present the final plan for approval at a future meeting.)

1st FLOOR PLAN

SAN DIEGUITO UHSD DISTRICT OFFICE MODERNIZATION PROJECT

SAN DIEGUITO UNION HIGH SCHOOL | RCA #1-59-04

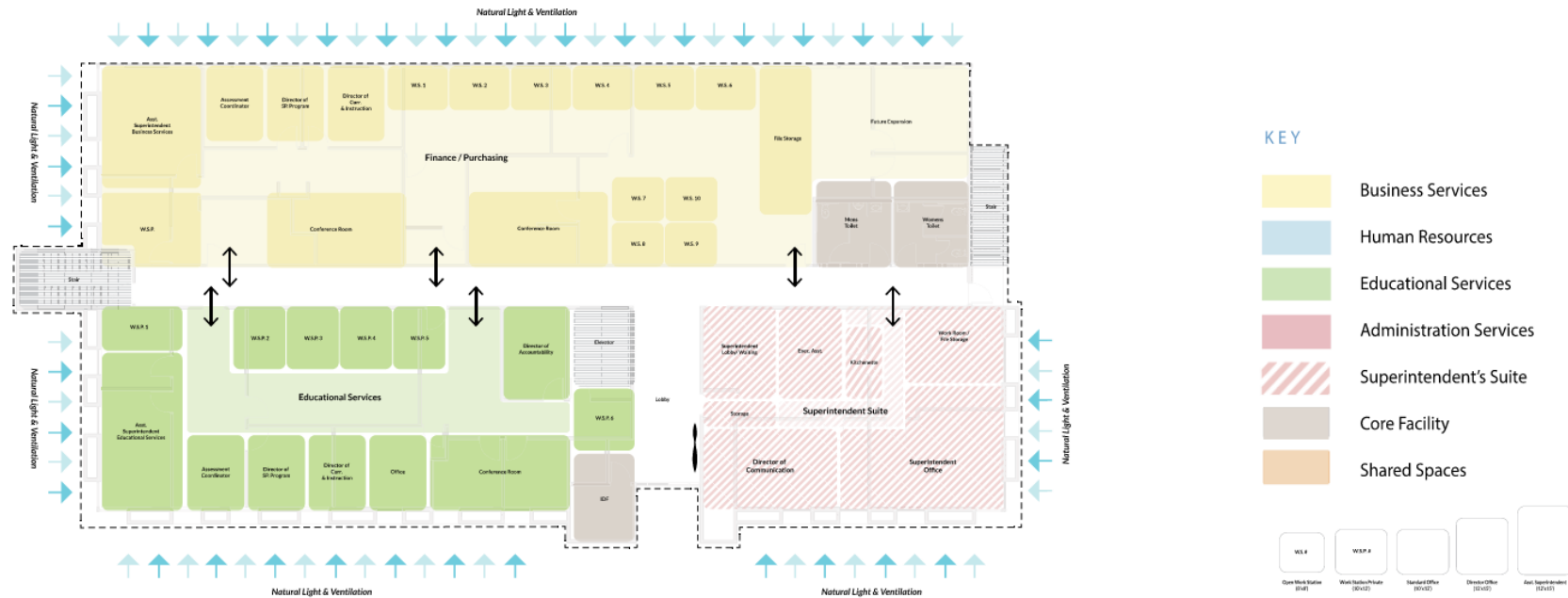


SCHEMATIC DESIGN 1

MARCH 14, 2020



Space Relationship Illustration



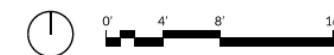
Conceptual Rendering

(Not a floor plan. Should the Board decide to proceed with Option 2, staff will present the final plan for approval at a future meeting.)

2nd FLOOR PLAN

SAN DIEGUITO UHSD DISTRICT OFFICE MODERNIZATION PROJECT

SAN DIEGUITO UNION HIGH SCHOOL | RCA #1-59-04

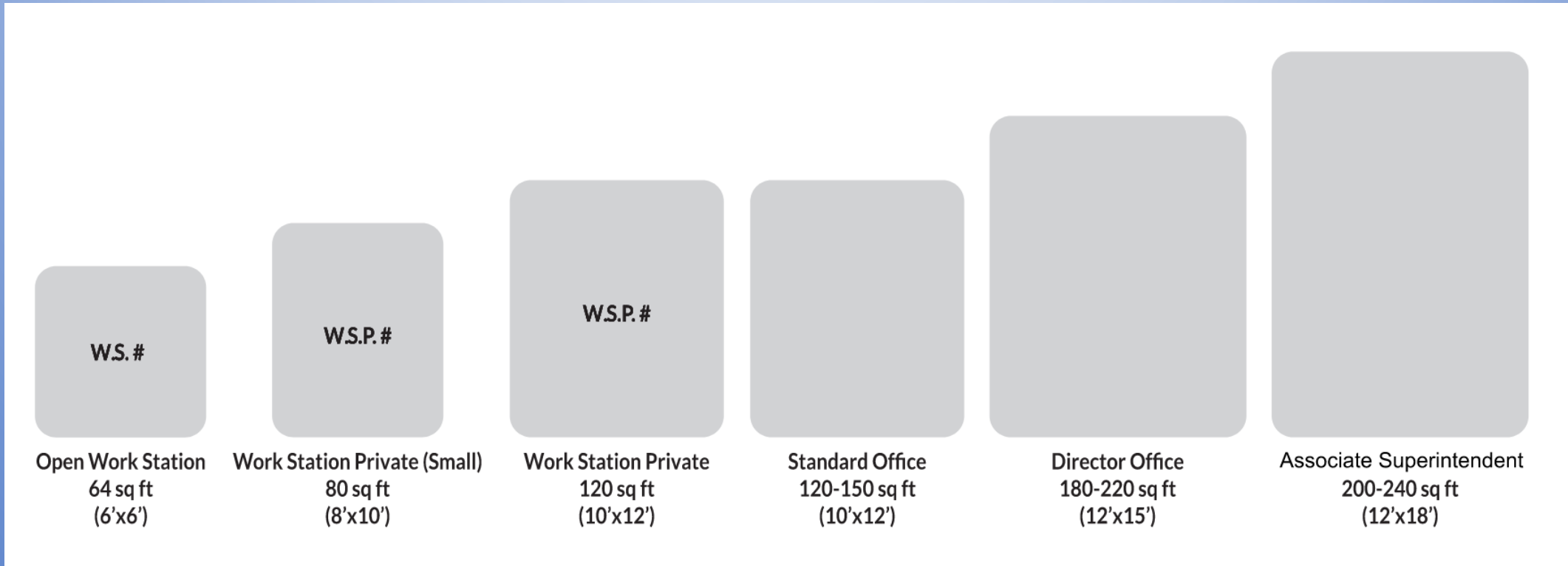


SCHEMATIC DESIGN 2

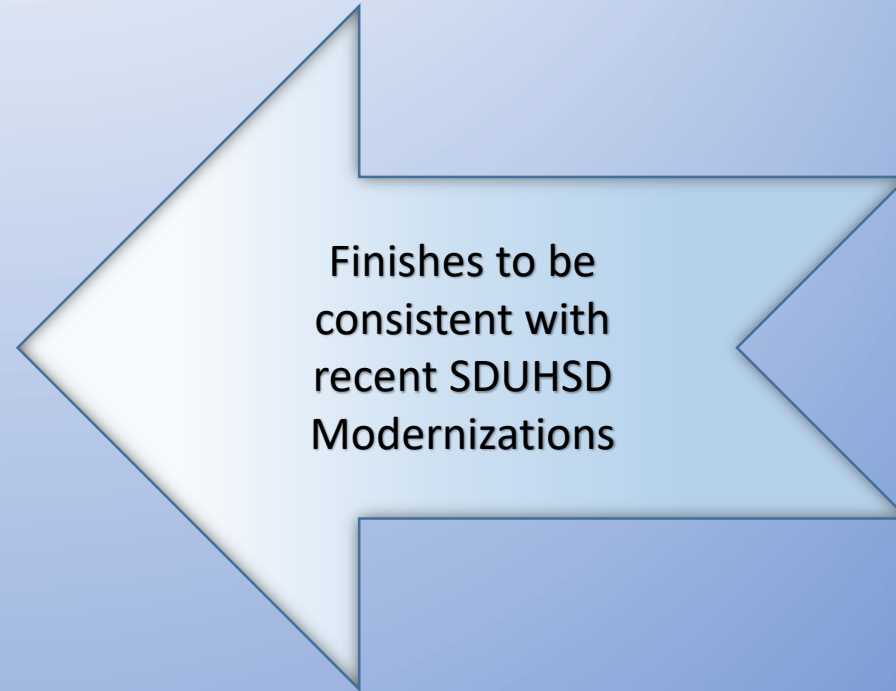
MARCH 14, 2020



Standardization



Standardization



Schematic Floor Plans



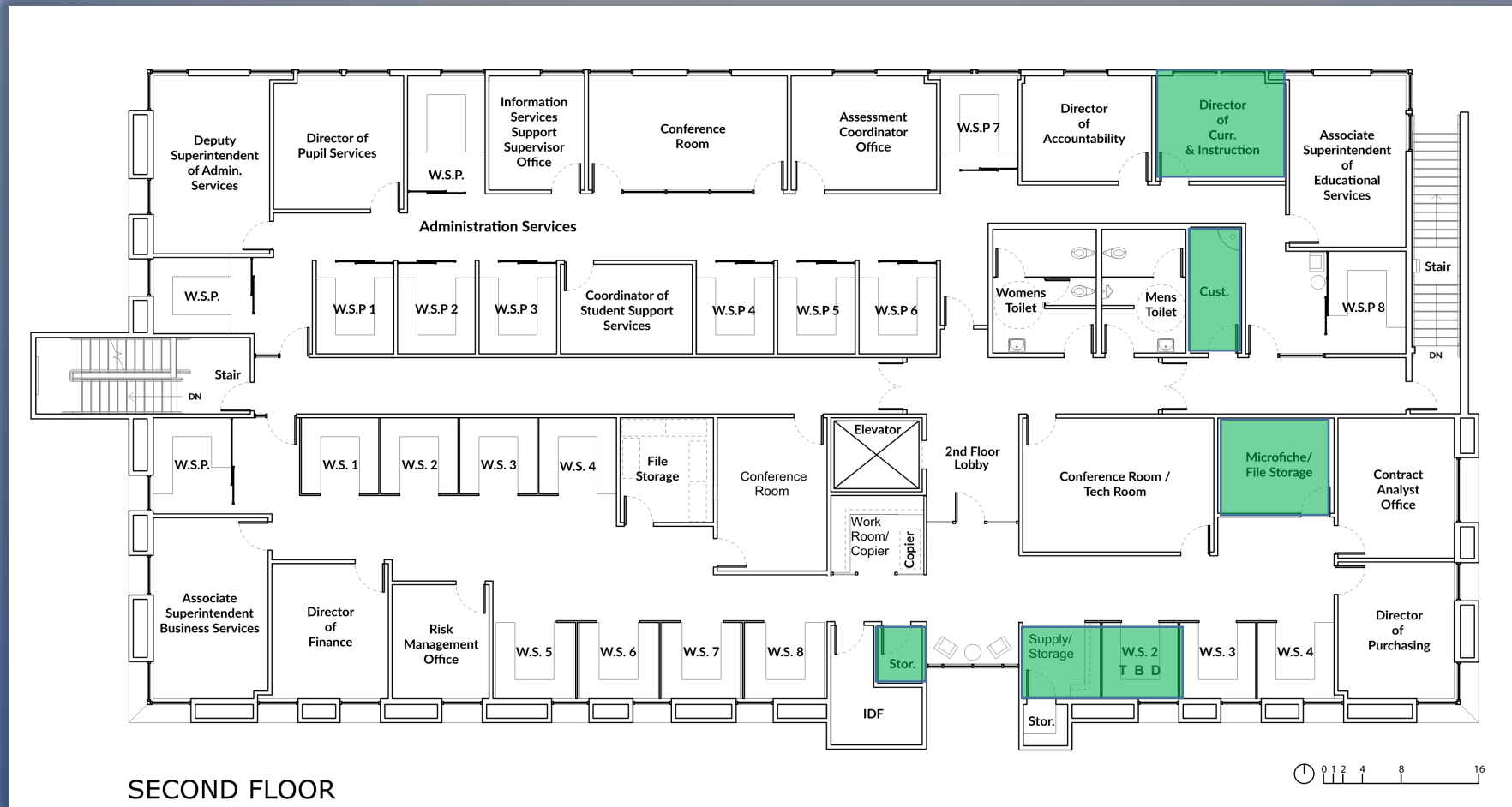
**1,050 SF Increase
in Usable Space**

**New Closed
Session
Conference Room
with Access to
Boardroom**

**Dedicated
Technology Space
for Boardroom**

**Additional
Conference Room
Space**

Schematic Floor Plans



500 SF Increase in Usable Space

New File Storage Space

Second Floor Custodial Space

Open Office Space

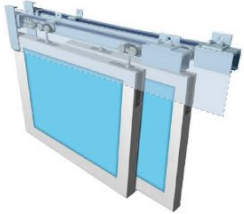
Boardroom

View at Boardroom with Student Art

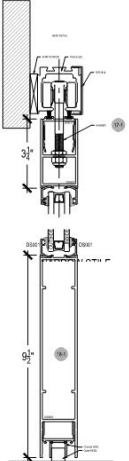


Storefront & Barn Doors

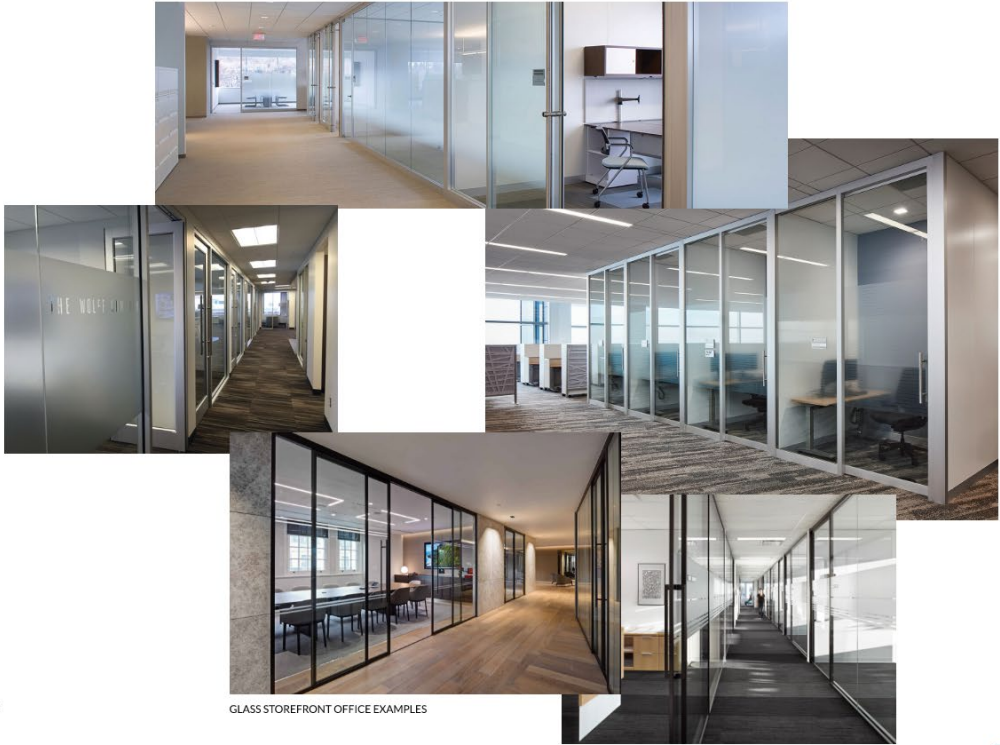
JULY 28, 2021
RCA PROJECT#1-59-04
CITY OF ENCINITAS PERMIT # BLDG-014561-2021



ARCADIA SERIES 7000 ALUMINUM BARN DOORS



ARCADIA SERIES 7000 ALUMINUM BARN DOOR DETAILS




GLASS STOREFRONT OFFICE EXAMPLES

DISTRICT OFFICE MODERNIZATION
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

710 ENCINITAS BLVD
ENCINITAS, CA 92024

MATERIAL SELECTION EXHIBIT



Workstations & FF&E



Existing Workstations

- Not compatible with proposed floor plan
- Mix-Match of surplus and available furniture
- Block sight lines
- Not conducive with collaborative work environment
- In many cases, approaching end of useful life



Enhance Operational Efficiency Estimate

Summary of Enhanced Operational Efficiency Estimate		
Preliminary Estimate from 5-20-21	\$	3,349,705.75
Hard Cost	\$	1,973,369.00
GC/Contingency	\$	516,712.52
Soft Cost		
Design Fee	\$	171,408.00
Testing and Inspection	\$	29,600.54
Moving Cost	\$	10,000.00
FF&E	\$	549,450.00
Updated Estimate*	\$	3,250,540.06

** All Costs are Estimates and Subject to Final Bid. Staff will Present the Final GMP and Design in the future for Board Approval.*

Timeline

Base Scope	
Submit Plans for Final Review	June 2021
Approved Drawings	Summer 2021
Present Final GMP	Early Fall 2021
Start Construction	Fall 2021
Duration	Approximately 6 months

Base Scope + Operational Efficiency	
Presented Design Contract for Amendment	May 2021
Design	Summer 2021
Submit Plans for Final Review	Late Summer 2021
Approved drawings	Fall 2021
Present Final GMP	Late Fall 2021
Start Construction	Winter 2021/22
Duration	Approximately 10 months

Next Steps?

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: July 26, 2021

BOARD MEETING DATE: July 28, 2021

PREPARED & SUBMITTED BY: Katrina Young, Board Clerk
Michael Allman, Board Member

SUBJECT: CONSIDERATION OF AMENDMENT TO REQUEST FOR PROPOSALS FOR SUPERINTENDENT SEARCH CONSULTANT

EXECUTIVE SUMMARY

At the May 20, 2021 board meeting, the Board of Trustees approved a Request for Proposals to retain the services of a qualified consultant to assist in the search for a new Superintendent. The deadline to submit proposals closed on June 7, 2021 and three proposals were received. At the June 10, 2021 board meeting, the Board took action to extend the hiring of a new superintendent until after December 31, 2021, and continue a search for a permanent superintendent beginning with a revised Request for Proposal.

An amendment to Section VI of the 5/20/21 Request for Proposals for Superintendent Search Consultants is being submitted for Board consideration as follows:

Scope of the Board RFP Committee as of July 28, 2021: For advertising purposes only, the Board RFP Committee (RFP Committee) may work with the Executive Cabinet and/or their delegates to maximize the RFP advertising process and ensure the maximum number of potential candidates are contacted and informed about SDUHSD’s Request For Proposals for a Superintendent Search Firm. The RFP Committee may personally contact any firm qualified to conduct a Superintendent search and provide specifics about the process, including deadlines and the requested criteria.

Posting Deadline: The Request for Proposals, amended by this language, shall be posted publicly by **July 30, 2021**.

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Submission Deadline: Proposals shall be submitted electronically to Joann Schultz, Executive Assistant to the Superintendent, at joann.schultz@sduhsd.net, by 5:00 pm on **September 3, 2021**. The Board reserves the right to extend the submission deadline at any time through a majority vote of the Board.

Search Firm Selection: After the submission deadline, the Board will review all proposals and select respondents to participate in an interview process to present and discuss their proposal, and respond to questions. The primary contact listed in the RFP response will be contacted in regard to the status of their proposal, including the interview. The Board, by a majority vote, will select the respondent that it deems will best serve the interest of the District. The whole Board shall deliberate on the merits of all proposals in public. The Board reserves the right to reject any and all submitted proposals.

Questions: All questions related to potential proposals shall be directed to Joann Schultz, SDUHSD Executive Assistant to the Superintendent, at joann.schultz@sduhsd.net.

The Board may also consider the option of moving forward with reviewing the proposals received and selecting respondents to participate in the interview process.

The May 20, 2021 Request for Proposals for the Superintendent Search Consultant can be found [here](#), and the three proposals received can be found [here](#).

RECOMMENDATION:

The Board should consider the following options:

- a) Approve the Amendment to Section VI of the Request for Proposals for Superintendent Search Consultants, as shown above, OR
- b) Move forward with reviewing the three proposals received, and select respondents to participate in the interview process to present and discuss their proposal, and respond to questions.

FUNDING SOURCE:

N/A

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San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: July 21, 2021

BOARD MEETING DATE: July 28, 2021

PREPARED BY: Bryan Marcus, Associate Superintendent

SUBMITTED BY: Lucile Lynch, Interim Superintendent

SUBJECT: **ADOPTION OF DELETED, REVISED AND NEW BOARD POLICIES AND ADMINISTRATIVE REGULATIONS IN SERIES 6000, INSTRUCTION (3) / EDUCATIONAL SERVICES**

EXECUTIVE SUMMARY

San Dieguito Union High School District (SDUHSD) is a member of the California School Boards Association (CSBA). CSBA provides guidance and board policy templates for member districts. SDUHSD Board Policies are reviewed annually by staff. The following policies are being submitted for Board approval and are reflective of the most recent changes since the 6000 series was reviewed June, 17, 2021. The policies are shown in an editing format consistent with CSBA guidance, blue strikeouts denote deletions and red insertions denote updates and/or revisions.

6000 Series (3)	Instruction
BP 6157	Distance Learning (delete)
BP 6158	Independent Study (revised)
AR 6158	Independent Study (new)

RECOMMENDATION:

It is recommended that the Board adopt the deletion of and revised and new Board Policies in Series 6000, Instruction (3), as shown in the attached supplement.

San Diego Union High School District

Distance Learning

BP 6157

Instruction

~~The Governing Board recognizes that distance learning can be a viable alternative instructional strategy that supports student achievement of academic goals. Distance learning opportunities may be offered to students participating in independent study, credit recovery courses, enrichment courses, or other courses identified by the Superintendent or designee, or in the event that a school site is physically closed due to widespread illness, natural disaster, or other emergency.~~

~~The district may offer distance learning through a variety of delivery methods as appropriate for the grade level and subject matter. Distance learning opportunities may include video, audio, and/or written instruction in which the primary mode of communication between the student and teacher is online interaction, instructional television, live or prerecorded video, telecourses, and other instruction that relies on computer or communications technology. They may also include the use of print materials with written or oral feedback.~~

~~The Superintendent or designee shall review and select distance learning courses, which may include those taught by district staff or others, that are of high academic quality and are aligned with district standards and curricula. As appropriate, courses may be self-directed to allow students to complete assignments at their own pace and/or may involve real-time interaction among the teacher and students.~~

~~The Superintendent or designee shall, in collaboration with teachers, plan for schoolwide or long-term distance learning in the event of a school closure. In developing the plan, the Superintendent or designee shall analyze the course sequence, prioritize content and standards to be completed, and recommend the grading criteria. In such circumstances, students' social-emotional wellness shall be taken into account, and schedules and learning experiences shall be designed to build continuity, routine, and regular connections with students.~~

~~As needed, the Superintendent or designee shall provide teachers with training and ongoing support, including technological support and guidance, to effectively implement distance learning. The district shall also provide opportunities for teachers to communicate and collaborate with each other to exchange information on effective practices.~~

~~Staff shall comply with all copyright regulations in developing materials to be used in distance education courses.~~

~~The district shall take steps to ensure that distance learning opportunities are available to all students, including economically disadvantaged students, students with disabilities, and English learners. Teachers may use multiple methods of providing instruction to meet student needs. All online programming and Internet content shall meet accessibility standards for students with disabilities, including compatibility with commonly used assistive technologies.~~

ITEM 10a

~~The Superintendent or designee shall assess students' access to technological devices and the Internet and, consistent with the district's budget and technology plan, may loan devices to students to use at home and/or assist families in identifying free service providers. Students are expected to use district technology responsibly in accordance with the district's Acceptable Use Agreement. To the extent possible, the district shall make technical and academic support available to students.~~

~~Teachers shall provide regular communications to students and parents/guardians about expectations, assignments, and available resources to assist the student in successful completion of distance learning coursework.~~

~~Grading of distance learning assignments and assessments of end-of-course knowledge and understanding of the subject matter shall be consistent with district policy on grading for equivalent courses.~~

~~Legal Reference:~~

~~EDUCATION CODE~~

~~35182.5— Contracts for electronic products or services; prohibitions~~

~~51210-51212— Course of study for grades 1-6~~

~~51220-51229— Course of study for grades 7-12~~

~~51740-51741— Authority to provide instruction by correspondence~~

~~51745-51749.3— Independent study~~

~~51865— California distance learning policy~~

~~PUBLIC CONTRACT CODE~~

~~20118.2— Contracting by school districts; technological equipment~~

~~UNITED STATES CODE, TITLE 20~~

~~7131— Internet safety~~

~~UNITED STATES CODE, TITLE 47~~

~~254 Universal service discounts (E-rate); Internet safety~~

~~Management Resources:~~

~~CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS~~

~~COVID-19 Guidance for K-12 Schools~~

~~WORLD WIDE WEB CONSORTIUM PUBLICATIONS~~

~~Web Content Accessibility Guidelines~~

~~WEB SITES~~

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

~~World Wide Web Consortium, Web Accessibility Initiative: <http://www.w3.org/wai>~~

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Board Adopted: August 27, 2020

San Dieguito Union High School District

Independent Study

BP 6158

Instruction

The Governing Board authorizes independent study as an optional alternative instructional strategy for currently enrolled eligible students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students whose health or other personal circumstances make classroom attendance difficult. ~~who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered on a full time basis or on a part time basis in conjunction with part or full time classroom study.~~

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, a home-based format, and an online course.

A student's participation in independent study shall be voluntary. ~~Students participating in independent study shall have the right, at any time, to enter or return to the regular classroom mode of instruction.~~

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Student's independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation.

~~Parents/guardians of students who are interested in independent study shall contact the Superintendent or designee. The Superintendent or designee shall approve independent study for an individual student only upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than he/she would in the regular classroom setting.~~

The minimum period of time for any independent study option shall be ~~five~~ **three** consecutive school days.

~~Written Agreements~~

~~The Superintendent or designee shall ensure that a written master agreement and, as appropriate, a learning agreement for students participating in course based independent study exist for each participating student as prescribed by law.~~

~~The master agreement shall specify the length of time in which each independent study~~

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~~assignment must be completed. Because excessive leniency in the duration of independent study assignments may result in a student falling behind his/her peers and increase the risk of dropping out of school, when necessary, and based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.~~

~~An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student misses three assignments, unless the student's written agreement specifies a lower or higher number of missed assignments based on the nature of the assignments, the total number of assignments, and/or other unique circumstances.~~

~~Student-Teacher Conferences~~

~~Supervising teachers should establish an appropriate schedule for student teacher conferences in order to help identify students falling behind in their work or in danger of failing or dropping out of school. Teachers are expected to monitor student progress and work closely with each student to determine the amount and type of contact needed for the student to be successful in the program.~~

~~Missing appointments with the supervising teacher without valid reasons may trigger an evaluation to determine whether the student should remain in independent study.~~

~~Program Evaluation~~

~~The Superintendent or designee may annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.~~

General Independent Study Requirements

For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver.

For the 2022-23 school year and thereafter, the Superintendent or designee may continue to offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than the student would in the regular classroom setting.

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of program. However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time

ITEM 10b

between the date an assignment is made and when it is due, up to the termination date of the agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments.

Satisfactory educational progress shall be determined based on all of the following indicators:

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060
2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments
3. Learning required concepts, as determined by the supervising teacher
4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A–G admissions criteria.

The Superintendent or designee shall ensure that students participating in independent study for 15 school days or more receive the following throughout the school year:

1. For students in grades 7-8, opportunities for both daily live interaction and at least weekly synchronous instruction
2. For students in grades 9-12, opportunities for at least weekly synchronous instruction

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of their written agreement. This requirement only applies to students participating in an independent study program for 15 school days or more. The procedures shall include, but are not necessarily limited to, all of the following:

1. Verification of current contact information for each enrolled student
2. Notification to parents/guardians of lack of participation within one school day of the absence or lack of participation

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3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary
4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

The Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later, then five instructional days. This requirement only applies to students participating in an independent study program for 15 school days or more.

The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law.

The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the right to request a student-parent- educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and re-enrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study.

Upon the request of the parent/guardian of a student, before making a decision about enrolling or disenrolling in independent study and entering into a written agreement to do so, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, or their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study.

Master Agreement

For the 2021–22 school year only, the district shall obtain a signed written agreement for independent study no later than 30 days after the first day of instruction.

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days.

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but are not limited to, all of the following:

1. The frequency, time, place and manner for submitting the student's assignments,

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reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress

2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
8. A statement that independent study is an optional educational alternative in which no student may be required to participate
9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction
10. Before the commencement of independent study, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student.

However, for the 2021-22 school year, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/ guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the

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general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil, no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE).

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Student-Parent-Educator Conferences

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or if requested by a parent/guardian prior to enrollment or disenrollment from independent study.

Records for Audit Purposes

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to:

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons
5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5
6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300.

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The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which independent study is provided. A student who does not participate in independent study on a school day shall be documented as non-participatory for that school day.

The Superintendent or designee also shall maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments.

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically.

Program Evaluation

The Superintendent or designee each semester shall report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

Legal Reference:

EDUCATION CODE

5 CCR 11700-11703 Independent study

5 CCR 19819 State audit compliance

Ed. Code 17289 Exemption for facilities

Ed. Code 41976.2 Independent study programs; adult education funding

Ed. Code 42238 Revenue limits

Ed. Code 42238.05 Local control funding formula; average daily attendance

Ed. Code 44865 Qualifications for home teachers

Ed. Code 46200-46208 Incentives for longer instructional day and year

Ed. Code 46300-46307.1 Methods of computing average daily attendance

Ed. Code 47612.5 Charter schools operations, general requirements

Ed. Code 48204 Residency requirements

Ed. Code 48206.3 Home or hospital instruction; students with temporary disabilities

Ed. Code 48220 Classes of children exempted

Ed. Code 48340 Improvement of pupil attendance

Ed. Code 48915 Expulsion; particular circumstances

Ed. Code 48916.1 Educational program requirements for expelled students

Ed. Code 48917 Suspension of expulsion order

Ed. Code 49011 Student fees

Ed. Code 51225.3 Graduation requirements; courses that satisfy college entrance criteria

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Ed. Code 51745-51749.6 Independent study
Ed. Code 52522 Adult education alternative instructional delivery
Ed. Code 52523 Adult education as supplement to high school curriculum; criteria
Ed. Code 56026 Individual with exceptional needs
Ed. Code 58500-58512 Alternative schools and programs of choice
Federal References
20 USC 6301 Highly qualified teachers

Management Resources References

California Department of Education Publication 01-05 Guidelines for Piloting Textbooks and Instructional Materials, rev. Court Decision A.M. v. Albertsons, LLC, (2009) Cal.App.4th 455
Education Audit Appeals Panel Decision Lucerne Valley Unified School District, Case No. 03-02 (2005)
AASA The School Superintendents Association -
<https://simbli.eboardsolutions.com/SU/MOaF8AO8cslshSlfGc13QQoEQ==>

(3/05 7/10) 12/14

Board Adopted: September 19, 2019

Board Revised: September 17, 2020

Board (proposed) Revised: July 28, 2021

San Dieguito Union High School District

Independent Study

AR 6158

Instruction

Definitions

Live interaction means interaction between the student and classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of Internet or telephonic communication.

Student-parent-educator conference means a meeting involving, at a minimum, all parties who signed the student's written independent study agreement pursuant to Education Code 51747 or the written learning agreement pursuant to Education Code 51749.6.

Synchronous instruction means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of Internet or telephonic communications, and involving live two-way communication between the teacher and student. Synchronous instruction shall be provided by the teacher of record for that student pursuant to Education Code 51747.5.

Educational Opportunities

For the 2021-22 school year, the San Dieguito Union High School District (SDUHSD) shall offer independent study to meet the educational needs of students as specified in Education Code 51745

Educational opportunities offered through independent study may include, but are not limited to:

1. Special assignments extending the content of regular courses of instruction
2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum
4. Continuing and special study during travel
5. Volunteer community service activities and leadership opportunities that support and strengthen student achievement
6. Individualized study for a student whose health, as determined by the student's parent/guardian, would be put at risk by in-person instruction

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In addition, when requested by a parent/guardian due to an emergency or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in the student's regular classes.

No course required for high school graduation shall be offered exclusively through independent study.

Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary time frame. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges.

Students participating in independent study shall have access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work.

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. Providing access to Internet connectivity and local educational agency-owned devices adequate to participate in an independent study program and complete assigned work consistent with Education Code 51747, or to participate in an independent study course, as authorized by Education Code 51749.5, shall not be considered funds or other things of value.

Eligibility for Independent Study

Students are eligible for independent study as authorized in law, and as specified in board policy and administrative regulation.

For the 2022-23 school year and thereafter, the Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently provided that experienced certificated staff are available to effectively supervise students in independent study. The Superintendent or designee may also approve the participation of a student whose health would be put at risk by in-person instruction. A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204.

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A student with disabilities, as defined in Education Code 56026, shall not participate in independent study unless the student's individualized education program specifically provides for such participation.

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study.

Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or the Governing Board.

No more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, not including pregnant students and parenting students who are primary caregivers for one or more of their children, shall be enrolled in independent study.

Monitoring Student Progress

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of the student's written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision
When the student has failed to make satisfactory educational progress or missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is appropriate for the student. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program.

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation.

Responsibilities of Independent Study Administrator

The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers at the required teacher-student ratios pursuant to Education Code 51745.6 and supervising staff

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- assigned to independent study functions who are not regularly supervised by another administrator
2. Approving or denying the participation of students requesting independent study
 3. Facilitating the completion of written independent study agreements
 4. Ensuring a smooth transition for students into and out of the independent study mode of instruction
 5. Approving all credits earned through independent study
 6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation

Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or emergency credential pursuant to Education Code 44300, registered as required by law, and who consents to the assignment.

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio.

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement and signing the agreement
2. Supervising and approving coursework and assignments
3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
4. Maintaining a daily or hourly attendance register in accordance with item #4 in the section on "Records for Audit Purpose" in the accompanying Board policy
5. Providing direct instruction and counsel as necessary for individual student success
6. Regularly meeting with the student to discuss the student's progress
7. Determining the time value of assigned work or work products completed and submitted by the student
8. Assessing student work and assigning grades or other approved measures of achievement
9. Documenting each student's participation in live interaction and/or synchronous instruction pursuant to Education Code 51747 on each school day for which independent study is provided

ITEM 10b

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

5 CCR 11700-11703 Independent study

5 CCR 19819 State audit compliance

Ed. Code 17289 Exemption for facilities

Ed. Code 41976.2 Independent study programs; adult education funding

Ed. Code 42238 Revenue limits

Ed. Code 42238.05 Local control funding formula; average daily attendance

Ed. Code 44865 Qualifications for home teachers

Ed. Code 46200-46208 Incentives for longer instructional day and year

Ed. Code 46300-46307.1 Methods of computing average daily attendance

Ed. Code 47612.5 Charter schools operations, general requirements

Ed. Code 48204 Residency requirements

Ed. Code 48206.3 Home or hospital instruction; students with temporary disabilities

Ed. Code 48220 Classes of children exempted

Ed. Code 48340 Improvement of pupil attendance

Ed. Code 48915 Expulsion; particular circumstances

Ed. Code 48916.1 Educational program requirements for expelled students

Ed. Code 48917 Suspension of expulsion order

Ed. Code 49011 Student fees

Ed. Code 51225.3 Graduation requirements; courses that satisfy college entrance criteria

Ed. Code 51745-51749.6 Independent study

Ed. Code 52522 Adult education alternative instructional delivery

Ed. Code 52523 Adult education as supplement to high school curriculum; criteria

Ed. Code 56026 Individual with exceptional needs

Ed. Code 58500-58512 Alternative schools and programs of choice

Fam. Code 6550 Authorization affidavits

20 USC 6301 Highly qualified teachers

California Department of Education Publication 01-05 Guidelines for Piloting Textbooks and Instructional Materials, rev. Court Decision A.M. v. Albertsons, LLC, (2009) Cal.App.4th 455
Education Audit Appeals Panel Decision Lucerne Valley Unified School District, Case No. 03-02 (2005)

AASA The School Superintendents Association -

<https://simbli.eboardsolutions.com/SU/MOaF8AO8cslshSlfGc13QQoEQ==>

Board (proposed) Adopted: August, 19, 2021

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: July 26, 2021

BOARD MEETING DATE: July 28, 2021

PREPARED & SUBMITTED BY: Tina Douglas, Associate Superintendent, Business
Mark Miller, Deputy Superintendent
Olga West, Associate Superintendent, Human Resources
Lucile Lynch, Interim Superintendent

SUBJECT: REVIEW OF SCHOOL COUNSELOR RATIOS

EXECUTIVE SUMMARY

A presentation will be made by staff to review the school counselor ratios, as shown in the attached presentation.

RECOMMENDATION:

This item is being presented to the Board for review to determine if further action or direction is needed at this time.

FUNDING SOURCE:

N/A

San Dieguito Union High School District

School Counselor Ratios



July 28, 2021 Special Board Meeting

Interim Superintendent: Lucile Lynch

Executive Cabinet:

Deputy Superintendent: Mark Miller

Associate Superintendent, Business Services: Tina Douglas

Associate Superintendent, Human Resources: Olga West

15 Year Historical Perspective

- **Lowest Ratio: 2006-2007**
398:1
31 counselors
12,346 students
- **Highest Ratio: 2013-14**
597:1
22 counselors
12,410 students
- **Current Ratio: 2021-2022**
432:1
29.4 counselors
12,711 students

Since 2016

Since 2016, through the LCAP, SDUHSD has added:

- 3.2 counselors
- **6 Student Support Specialists (SSS) (2021-22)**
- **14 Student Support Facilitators (SSF) (2021-22)**
Classified position, budgeted through AB 86, two at each high school, one at Sunset, and one at each middle school (6 months with AB 86 funding)
- **Lowered the counselor ratios from 493:1 to 439:1**
 - **High School: from 439:1 to 377:1**
 - **Middle School: 673:1 to 506:1**

Factoring in SSS positions, the district offers 359:1 of Pupil Personnel Services (PPS) credentialed support at the Tier 1 and Tier 2 level

As of June 2021

Board Adopted
Plans

2021-2022 Adopted Budget

2021-2024 LCAP

2021-2022 AB 86

**Multi-Tiered System of Engagement to
Support a Post-Pandemic Return to
School***

***Staff presentation, not Board adopted**

Fiscal Impact & Benefit

Option 1: Implement the plans adopted for this academic year

(e.g. June budget, LCAP for 2021-22 and AB 86 2021-22).

- **Use the existing plans adopted by the Board in June for the 2021-22 academic year**, and during this upcoming year explore site and student needs to develop a more in-depth recommendation for the Board's consideration in or by spring of 2022. For example, identify site needs and the type of additional support needed (Academic, College/Career, or Social-Emotional Development)
- This enables the district to use the planning and input already captured to meet the needs identified for the upcoming year.
- **Fiscal Impact:** No significant change to the adopted 2021-22 budget.

Fiscal Impact & Benefit

Option 2: Middle School & High School

Tailored Hiring

- **Middle Schools:** Add 1.5 counselor positions at middle schools to make each site “whole” - (e.g. Oak Crest is a 1.6 → turn into 2.0)
- **High Schools:** Add college and career guidance tech positions at each site to support college application, planning and counseling.
- **Fiscal Impact:**
 - ➔ **MS: 1.5 counselors = \$220,500**
 - ➔ **HS: College/career part-time support positions =** (Approx. \$21,000 a year per position)
1 part-time new hire at each HS → approx. \$84,000

Fiscal Impact on Adopted Budget – Option 2

	2021-22	2022-23	2023-24
Total Revenues	\$ 134,057,476	\$ 137,766,418	\$ 141,603,573
Total Expenditures	\$ 127,390,067	\$ 124,898,557	\$ 125,821,717
Ongoing increase	\$ 304,500.00	\$ 304,500.00	\$ 304,500.00
Revised Expenditures	\$ 127,694,567	\$ 125,203,057	\$ 126,126,217
Beginning Fund Balance	\$ 20,908,171	\$ 9,711,122	\$ 5,924,483
Ending Fund Balance	\$ 9,711,122	\$ 5,924,483	\$ 5,051,839
Available Reserves*	5.47%	3.51%	2.95%

Addition of 1.5 Counselors at MS and 1 part-time College/Career Support Position at each HS
 We are not able to meet our 3% reserve requirement in Year 3.

Staffing Impact

Option 3: 250:1

Why 250:1?

The American School Counselor Association (ASCA) advocates for a **250:1** counselor/student ratio.

For SDUHSD

= **approximately 21.5 additional counselors**

National	CA	SDUHSD
424:1	601:1	432:1

Fiscal Impact

Option 3: 250:1

High Schools Additional FTE	Middle Schools Additional FTE
CCA: 3.5	PTMS: 1.8
TPHS: 4.5	CVMS: 1.5
SDA: 3.7	EW: 1
LCC: 2.5	OCMS: 1.5
Sunset: 0	DNO: 1.5
Total: 14.2	Total: 7.3

Fiscal Impact: \$3.2 million
 (recurring escalating expenditure)

Approximate Costs for 21.5 Counselor hires for 2021-22	
2021-2022	\$3,200,000
2022-2023	\$3,232,000
2023-2024	\$3,264,320
3-Year Total	\$9.7 million

Fiscal Impact on Adopted Budget - Option 3

	2021-22	2022-23	2023-24
Total Revenues	\$ 134,057,476	\$ 137,766,418	\$ 141,603,573
Total Expenditures	\$ 127,390,067	\$ 124,898,557	\$ 125,821,717
250:1 counselor ratio	\$ 3,200,000	\$ 3,232,000	\$ 3,264,320
Revised Expenditures	\$ 130,590,067	\$ 128,130,557	\$ 129,086,037
Beginning Fund Balance	\$ 20,908,171	\$ 6,815,622	\$ 101,483
Ending Fund Balance	\$ 6,815,622	\$ 101,483	\$ (3,730,981)
Available Reserves*	3.81%	-0.05%	-2.37%

Addition of 21.5 Counselors to bring ratio to 250:1.
 We are not able to meet our 3% reserve requirement
 in Year 2.

Fiscal Impact

Option 3: 250:1

Fiscal Impact

- Adding 21.5 Counselors to our current adopted budget would deplete our reserve and we would not be able to meet our 3% reserve requirement in year 2
- Would recommend looking at all priorities in the District, to include staffing and develop a long term budget plan
 - Counseling support
 - M&O support
 - Reserve Policy
 - Bus replacement
 - Deferred Maintenance

Fiscal Impact & Benefit

Option 4:
Staggered hiring to meet ASCA advocated 250:1 ratios

5 Year plan

- **4-5 year plan:** Bring on 1 new counselor per campus per academic year until the ratio is within 10% range of 250:1 at each school site, to address an area or areas deemed most in need of support per site leadership and after opportunity for community input.
- **Fiscal Impact:**
 - Average cost of a full-time counselor annually is approximately \$147,000.
 - 1 counselor at each of our 10 sites would **cost approximately \$1.5M annually**
 - Important to revisit the budget to determine how this would impact existing needs

Fiscal Impact on Adopted Budget – Option 4

	2021-22	2022-23	2023-24
Total Revenues	\$ 134,057,476	\$ 137,766,418	\$ 141,603,573
Total Expenditures	\$ 127,390,067	\$ 124,898,557	\$ 125,821,717
Ongoing increase	\$ 1,500,000.00	\$ 3,000,000.00	\$ 3,220,500.00
Revised Expenditures	\$ 128,890,067	\$ 127,898,557	\$ 129,042,217
Beginning Fund Balance	\$ 20,908,171	\$ 8,515,622	\$ 2,033,483
Ending Fund Balance	\$ 8,515,622	\$ 2,033,483	\$ (1,755,161)
Available Reserves*	4.78%	1.13%	-1.17%

Addition of 1 Counselor per site/per year until we get to 10% of ratio 250:1. We are not able to meet our 3% reserve requirement in year 2.

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: July 26, 2021

BOARD MEETING DATE: July 28, 2021

PREPARED & SUBMITTED BY: Kendall C. Swanson, District Counsel
Lucile Lynch, Interim Superintendent

SUBJECT: CALIFORNIA DEPARTMENT OF PUBLIC HEALTH / MASK UPDATE

EXECUTIVE SUMMARY

A presentation will be made by Board Counsel providing information to the Board of Trustees regarding the California Department of Public Health, Mask Update. Presentation materials will be made available and posted on the website as soon as complete.

RECOMMENDATION:

This item is being presented as information only.

FUNDING SOURCE:

N/A

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: July 26, 2021

BOARD MEETING DATE: July 28, 2021

PREPARED BY: Reno Medina, Principal, La Costa Canyon High School
Bryan Marcus, Associate Superintendent, Educational Svcs.

SUBMITTED BY: Lucile Lynch, Interim Superintendent

SUBJECT: LA COSTA CANYON HIGH SCHOOL PLAN FOR SUCCESS

EXECUTIVE SUMMARY

A presentation will be made by staff as an update on La Costa Canyon High School’s Plan for Success, as shown in the attached presentation.

RECOMMENDATION:

This item is being presented to the Board as an update and information only.

FUNDING SOURCE:

N/A

PROUD TO BE A MAVERICK

2021-2022 Plan for Success

LA COSTA CANYON HIGH SCHOOL

San
Dieguito
Union High School District



International Baccalaureate
World School

2021-2022 PLAN FOR SUCCESS



LCC Cheer

Timeline
Community Outreach
Promotion of LCC

Culinary Farm to Table

Maverick Park



TIMELINE

July

- Create & relaunch **NEW community MavConnection newsletter** template
- Update **website** information to include recent photos, relevant content, and embedded social media feeds*
- Develop **social media campaign** plan focused on staff, program, and achievement highlights
- Communicate with staff about **goals, focuses, and updated marketing plan** for the 2021-2022 school year, including an invitation for staff to share videos, pictures, and content to showcase on the website, MavConnection, and social media accounts
- **Relaunch social media** platforms highlighting the extraordinary accomplishments of students/staff
- Organize tools and activities for **August in-service days**, focused on building positive student connections with staff



TIMELINE

August

- Host **student Business Days** and a **student/parent orientation** for freshmen, sophomore, and all new students
- Host **staff in-service days** focus on building positive student connections and a shared vision for “What it means to be a Maverick”
- Implement **unified activities in all classrooms** with all students, focused on building positive student connections, days 1 & 2 of the school year
- Initiate the "**Maverick Pledge**" and pass out student **wristbands** on the 1st day of school



TIMELINE

September – December

- **Relaunch school vision, goals, and focuses** for 2021-2022 school year at Back to School Night
- Host monthly **Coffees w/ the Principal***
- Host monthly **"Maverick Voices"** student forums*
- Relaunch of **PALs and Mav Mentors** programs for ongoing student support
- Develop partnerships focused on **diversity, equity, & inclusion** with SDCOE & No Place for Hate, by hosting on-site trainings and activities for staff and students*
- Participate in **community celebrations**, such as the Rising Star breakfast, to honor LCC's student and staff accomplishments*



TIMELINE

ITEM 13c-i

September - December (continued)

- Support monthly **staff PLC meetings** to review data focused on celebrating student achievement & addressing areas of growth*
- Develop teams for **WASC mid-year review**
- Implement targeted, data-driven **staff professional development** for identified areas of growth*
- Launch **pilot tutoring center program** to support ALL students
- Schedule and participate in **visits to feeder elementary & middle schools** to promote IB program, academics, arts, & athletics
- Offer **monthly campus tours** to prospective students and community members*

*LCC events/activities that will continue throughout the 2021-2022 school year



COMMUNITY OUTREACH



- Website updates
- Weekly MavConnection
- Social media rebranding
- Media support
- Feeder elementary & middle school visits
- Campus tours
- Student forums
- Principal coffees
- Community celebrations
- Alumni support
- Prop AA funding project updates
- Student clubs
- Teacher & program highlights



PROMOTION OF LCC



CELEBRATING

LCC ATHLETIC ACHIEVEMENTS

CIF Championships
Girls Soccer

Wrestling (including 4 individual CIF Champions!)
Pole Vault, Track & Field

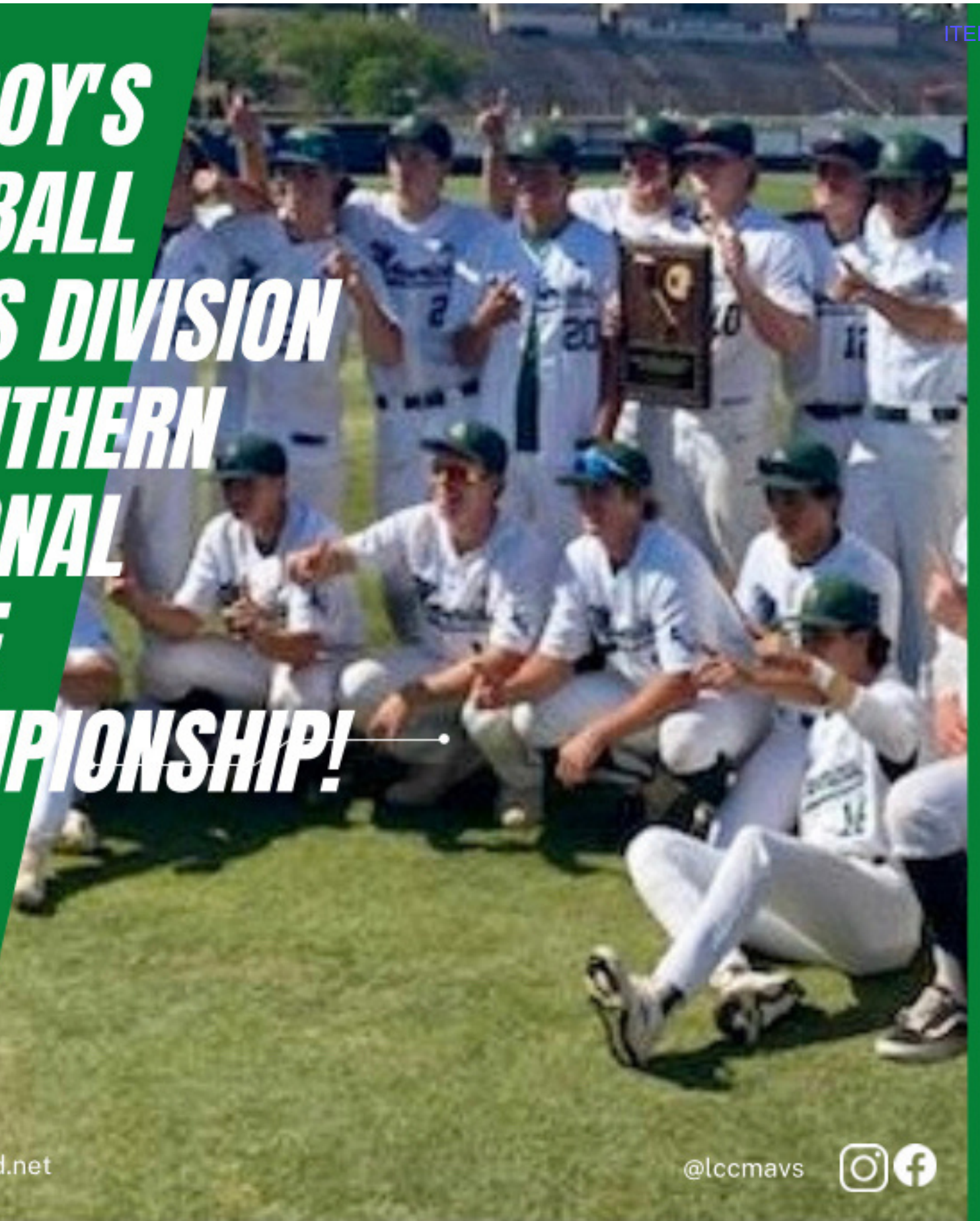
*Runner up in Boys Basketball & Girls Water Polo

Southern California Regional Invitees
Boy's Volleyball
Boy's Basketball

Coach/Player Awards

Coach of the Year - Ryan Morissey, Girl's Soccer
Player of the Year - Tylar Ochoa , LCC Senior

LCC BOY'S BASEBALL EARNS DIVISION 2 SOUTHERN REGIONAL STATE CHAMPIONSHIP!



<https://lc.sduhsd.net>

@lccmavs



Example website (left) and social medial marketing.



Example social medial marketing.

ONCE A MAVERICK, ALWAYS A MAVERICK.

