

February 2, 2006

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
710 ENCINITAS BLVD., ENCINITAS, CA 92024
BOARD OF TRUSTEES MEETING
BOARD AGENDA COVER SHEET

Welcome to the Board of Trustees Meeting . . .

COMMENTS ON AGENDA ITEMS

If you wish to speak regarding an item on the agenda, please complete a blue speaker slip located at the sign-in desk and present it to the Secretary to the Board prior to the start of the meeting. When the Board President invites you to the podium, state your name, address, and organization before making your presentation.

CONSENT CALENDAR

All matters listed under Consent are those on which the Board has previously deliberated or which can be classified as routine items of business. An administrative recommendation on each item is contained in the agenda supplements. There will be no separate discussion of these items prior to the time the Board of Trustees votes on the motion unless members of the Board, staff, or public request specific items to be discussed or pulled from the Consent items.

To address an item on the consent calendar, please follow the procedure described under *Comments on Agenda Items*.

PUBLIC COMMENTS

Persons wishing to address the Board on any school related issue not elsewhere on the agenda are invited to do so under the "Public Comments" item. In the interest of time and order, presentations from the public are limited to three (3) minutes per person and the total time for non-agenda items shall not exceed twenty (20) minutes. An individual speaker's allotted time may not be increased by a donation of time from members of the public in attendance. If you wish to speak under Public Comments, complete a blue speaker's slip and follow the directions for speaking to agenda items. Complaints or charges against an employee are not permitted in an open meeting of the Board of Trustees.

In accordance with the Brown Act, unless an item has been placed on the published agenda, there shall be no action taken. The Board may 1) acknowledge receipt of the information, 2) refer to staff for further study, or 3) refer the matter to the next agenda.

CLOSED SESSION

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

AMERICANS WITH DISABILITIES ACT

In compliance with the Americans with Disabilities Act, if you need special assistance, disability-related modifications, including auxiliary aids or services, in order to participate in the public meetings of the district's governing board, please contact the office of the district superintendent by sending a written request to the district office at 710 Encinitas Boulevard, Encinitas, California, 92024, or by faxing the request to (760) 943-3501. Notification by letter or fax 72 hours prior to the meeting will enable the district to make reasonable arrangement 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 this meeting in appropriate alternative formats for persons with a disability.

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

February 2, 2006

District Office/Board Conference Room 101

6:30 p.m. - Regular Meeting

710 Encinitas Blvd., Encinitas, CA

1. Call to Order – 5:30 p.m.
2. Public Comments Regarding Closed Session Items
3. **Closed Session – 5:35 p.m.**
 - a. Student Grade Challenge
 - b. To consider personnel issues, pursuant to Government Code Sections 11126 and 54957 (limited to consideration of the appointment, employment, evaluation of performance, discipline/release, dismissal of a public employee or to hear "complaints or charges brought against such employee by another person or employee unless the employee requests a public session").
 - c. To discuss potential litigation, pursuant to Government Code Sections 3549.1 and 54957.6.

6:30 p.m. - REGULAR MEETING

4. Pledge of Allegiance
5. Report Out of Action Taken in Closed Session
6. Approval of Minutes 6A. Moved by _____,
second by _____, that the minutes of the Regular
Meeting of January 19, 2006, be approved as written.

NON-ACTION ITEMS

- 7A. Correspondence - Communications received by the Board are available for public review at the District Office at 710 Encinitas Boulevard in Encinitas. Board correspondence is distributed to each Board member and the superintendent along with the agenda.
- 7B. Report/Student Board Members
- 7C. Trustee Reports
- 7D. Superintendent's Report and Legislative Update
- 7E. Report/San Dieguito Academy Performing Arts Center

ACTION AGENDA - CONSENT ITEMS (See supplements)

Upon invitation by the President, anyone who wishes to discuss a Consent Item should come forward to the lectern, state his/her name, address and the Consent Item number.

HUMAN RESOURCES

8. PERSONNEL
Approve matters pertaining to employment of personnel, salaries, leaves of absence, resignations, changes in assignments, extra duty assignments, and consultant services as listed in the attached supplement.

SUPERINTENDENT

9. ACCEPTANCE OF GIFTS

Accept gifts, as shown in the attached supplement.

PUPIL SERVICES

10. APPROVAL/RATIFICATION OF NON-PUBLIC AGENCY CONTRACTS

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

a) Balboa City School, during the period December 1, 2005 through June 30, 2006.

11. APPROVAL/RATIFICATION OF AGREEMENTS

Approve/ratify entering into the following agreements and authorize Simonetta March to execute the agreement:

a) Gary Sneag, O.D., to provide developmental vision assessments and/or direct treatments, during the period December 7, 2005 through June 30, 2006, for an amount not to exceed \$3,000.00, to be expended from the General Fund/Restricted 06-00.

b) Total Vision Care to provide developmental optometry services, during the period December 1, 2005 through June 30, 2006, for an amount not to exceed \$3,000.00, to be expended from the General Fund/Restricted 06-00.

BUSINESS

12. APPROVAL/RATIFICATION OF AGREEMENTS

Approve/ratify entering into the following agreements and authorize Simonetta March or Eric Hall to execute the agreements:

a) En Pointe Technologies for a Microsoft master school subscription license agreement for all district computers, during the period December 31, 2005 through December 31, 2006, for an amount of \$99,358.00, to be expended from the General Fund 03-00.

b) Roesling Nakamura Terada Architects to provide design, contract document preparation and construction administration support services for Replacement of Roofing at the Northeast Portion of Building B at Torrey Pines High School, to be compensated at the rate of 12% of the construction cost, not including reimbursable expenses and DSA fees, to be expended from the Deferred Maintenance Fund 14-00.

13. APPROVAL OF AMENDMENT TO AGREEMENTS

Approve amending the following agreements and authorize Simonetta March to execute the agreements:

a) John Burnham and Company to extend Builders Risk coverage for Canyon Crest Academy project, increasing the contract amount by \$6,642.00, to be expended from Mello Roos funds and Other Building Fund 21-09.

b) Testing Engineers – U.S. Laboratories to provide additional testing and inspection services for the Canyon Crest Academy project, increasing the contract amount by \$135,003.87, to be expended from the State School Building Fund 35-00.

14. APPROVAL TO AMEND AGREEMENT

Approve amending the agreement entered into with NTDSchler Architects to provide additional services for the San Dieguito High School Academy Media Center/Library project, for an amount not to exceed \$8,215.00, to be expended from the Mello Roos Fund, and authorize Simonetta March to execute the amendment.

15. APPROVAL OF CHANGE ORDERS/CCA

Approve Change Order Number 8 to the following bid packages for the Canyon Crest Academy project, to be expended from Mello Roos funds, State School Building Fund 35-00, and Other Building Fund 21-09, and authorize Simonetta March to execute the change orders:

- a) Combination Bid Packages 2 & 24 (site utilities, plumbing) – Peltzer Plumbing, Inc., increasing the contract amount by \$22,891.00.
- b) Bid Package #3 (landscape, irrigation & field equipment) – T.B. Penick & Sons, Inc., increasing the contract amount by \$64,963.00.
- c) Bid Package #4 (reinforcing, cast-in-place concrete, precast concrete, membrane waterproofing, chain link fence) – T.B. Penick & Sons, Inc., increasing the contract amount by \$2,832.00.
- d) Bid Package #5 (masonry & veneer system) – New Dimension Masonry, Inc., increasing the contract amount by \$8,000.00.
- e) Bid Package #6 (structural steel, metal deck, miscellaneous metals, decorative metal fencing & gates) – McMahon Steel Co., Inc., increasing the contract amount by \$6,666.00.
- f) Bid Package #10 (sheet metal & roof accessories) – Challenger Sheet Metal, increasing the contract amount by \$1,014.00.
- g) Bid Package #11 (glass and glazing, aluminum store front and pass through windows) – Perfection Glass Company, decreasing the contract amount by \$25,000.00.
- h) Combination Bid Packages 12 & 14 (lath & plaster, drywall, metal studs, doors, frames, hardware, coiling doors, insulation, fireproofing, acoustical ceilings, fabric & vinyl wrapped wall panels, marker boards, protective wall covering & operable walls) – Standard Drywall, Inc., increasing the contract amount by \$18,594.00.
- i) Bid Package #15 (flooring-resilient flooring and carpet) – Pro Installations, Inc., d/b/a Spectra Contract Flooring, increasing the contract amount by \$31,770.00.
- j) Bid Package #16 (wood flooring) – ISEC, Inc., decreasing the contract by \$23,318.00.
- k) Bid Package #19 (theatre equipment) – Inland Acoustics, Inc., increasing the contract amount by \$198,543.00.
- l) Bid Package #33 (gymnasium equipment) – ISEC, Inc. increasing the contract amount by \$561.00.
- m) Bid Package #25 (HVAC & fire protection) – Control Air Conditioning Corp., increasing the contract amount by \$955.00.
- n) Bid Package #26 (electrical) – Steiny & Co., Inc., decreasing the contract amount by \$3,642.00.

16. ADOPTION OF RESOLUTION AUTHORIZING ENTERING INTO AN ENERGY SERVICE CONTRACT

Adopt the attached resolution to enter into an energy service contract with Siemens Building Technologies, Inc. for the implementation of certain energy related improvements to District facilities, as described in the attached contract, for an amount of \$564,568.00,

to be funded by the Deferred Maintenance Fund 14-00, and authorize Simonetta March to execute all pertinent documents.

- 17. APPROVAL OF BUSINESS REPORTS
 - a) Purchase Orders
 - b) Instant Money
 - c) 2004 Bond Release

Moved by _____, second by _____, that the above Consent Agenda items be approved.

A roll call vote is necessary.

-----END OF CONSENT AGENDA ITEMS-----

DISCUSSION AGENDA/ACTION ITEMS

INCREASE IN DEVELOPER FEES/
ADOPTION OF RESOLUTION
WITH AND WITHOUT URGENCY
18.

PUBLIC HEARING
18a.

ADOPTION OF RESOLUTION
WITH AND WITHOUT
URGENCY / INCREASE IN
DEVELOPER FEES
18b.

Motion by _____, second by _____, to adopt the enclosed resolutions: 1) without urgency (becomes effective in 60 days), and 2) with urgency (30-day maximum with a renewal to be presented to the Board on March 9, 2006).

BOARD POLICIES
19.

POLICY 5116.1/AR-1,
"INTRADISTRICT OPEN
ENROLLMENT/
SPACE AVAILABLE"
19a.

Motion by _____, second by _____, to adopt the enclosed Board Policy 5116.1, "Intradistrict Open Enrollment / Space Available", as shown in the attached supplement.

POLICY 7100/AR-1,
"STUDENT HOUSING
CAPACITY"
19b.

Motion by _____, second by _____, to adopt the enclosed Board Policy 7100/AR-1, "Student Housing Capacity", as shown in the attached supplement.

20. CLOSED SESSION

- a. To consider personnel issues, pursuant to Government Code Sections 11126 and 54957 (limited to consideration of the appointment, employment, evaluation of performance, discipline/release, dismissal of a public employee or to hear

- "complaints or charges brought against such employee by another person or employee unless the employee requests a public session").
- b. Conference with Labor Negotiators, pursuant to Government Code Sections 3549.1 and 54957.6.
Agency negotiators: Superintendent
Associate Superintendent/Instruction
Associate Superintendent/Human Resources
Associate Superintendent/Business Services
Employee organizations: San Dieguito Faculty Association/
Classified School Employees Association
- c. To discuss potential litigation, pursuant to Government Code Sections 3549.1 and 54957.6.

INFORMATION ITEMS (see supplements)

21. Business Services Update
22. Curriculum and Instruction Update
- 24, Human Resources Update
24. Board Policies "Personal Illness or Injury Leave"
a) 4351.1, "Management – Personal Illness or Injury Leave"
b) 4451.1, "Supervisory – Personal Illness or Injury Leave"
c) 4551.1, "Confidential – Personal Illness or Injury Leave"
- 25. PUBLIC COMMENTS**
(See *Board Agenda Cover Sheet*)
26. Future Agenda Items
27. Adjournment

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
710 ENCINITAS BLVD., ENCINITAS, CA 92024

BOARD OF TRUSTEES MEETING
MINUTES

The meeting of the Board of Trustees of the San Dieguito Union High School District was called to order at 5:30 p.m. on Thursday, January 19, 2006, by President Friedman .

PUBLIC COMMENTS There were no public comments.
REGARDING
CLOSED SESSION ITEMS
2

The Board recessed to Closed Session to discuss:

- a. To consider personnel issues, pursuant to Government Code Sections 11126 and 54957 (limited to consideration of the appointment, employment, evaluation of performance, discipline/release, dismissal of a public employee or to hear "complaints or charges brought against such employee by another person or employee unless the employee requests a public session").
- b. Conference with Labor Negotiators, pursuant to Government Code Sections 3549.1 and 54957.6.

Agency negotiators: Superintendent
 Associate Superintendent/Instruction
 Associate Superintendent/Human Resources and
 Associate Superintendent/Business Services

Employee organizations: San Dieguito Faculty Association/
 Classified School Employees Association

- c. To discuss potential litigation, pursuant to Government Code Sections 3549.1 and 54957.6.

The Board returned to an Open Session in the District Office Board Room, 710 Encinitas Boulevard, Encinitas, California, at 6:30 p.m.

CALL TO ORDER

President Friedman called the regular meeting to order at 6:30 p.m. Members and guests were led in the Pledge of Allegiance to the Flag.

Members Present

Linda Friedman, President
Deanna Rich, Vice President
Beth Hergesheimer, Clerk
Joyce Dalessandro
Barbara Groth

Administrators Present

Peggy Lynch, Ed.D., Superintendent
Eric Hall, Associate Superintendent/Business
Terry King, Associate Superintendent/Human Resources
Margie Bulkin, Executive Director, Curriculum & Assessment
Susan D. Gleiforst, Recording Secretary

Student Board Members Present

Kathy Rabii, San Dieguito High School Academy
Danny Belch, Torrey Pines High School
Adelle Uhlmeier, Sunset High School

Student Board Members Absent

Katie Bendix, La Costa Canyon High School
Kelly Kean, Canyon Crest Academy

Guests

Rob Ross	Luke Squire	Melissa Sweet
Barbara Chomi	Phyllis Rosenbaum	Lauren Guyert
Chris Schaller	Claire O'Leary	

REPORT OF ACTION TAKEN
IN CLOSED SESSION
5.

President Friedman reported that there were two expulsion hearings held during closed session. The following actions were taken in closed session:

Moved by Mrs. Dalessandro, second by Mrs. Hergesheimer, to approve the stipulated expulsion for Student # 428894 from La Costa Canyon High School on the grounds of violation of Education Code 48900, sections (c) and (k), from January 20, 2006 through January 20, 2007, and find that, due to the nature of the act, the pupil's presence causes a continuing danger to the physical safety of the pupil or others. During the period of the expulsion, Student # 428894 must complete the following conditions of the rehabilitation plan prior to consideration for readmission to any school in the San Dieguito Union High School District:

1. During the stipulated expulsion period of January 20, 2006 through January 20, 2007, Student # 428894 is prohibited from entering any school campus of the San Dieguito Union High School District for the duration of the expulsion period.

2. During the stipulated expulsion period of January 20, 2006 through January 20, 2007, Student # 428894 shall participate in a Decision Making Program and a Drug Diversion Program.
3. During the stipulated expulsion period of January 20, 2006 through January 20, 2007, Student # 428894 shall participate in 12 sessions of counseling to deal with decision-making and substance abuse issues.
4. During the stipulated expulsion period of January 20, 2006 through January 20, 2007, Student # 428894 shall enroll and regularly attend the Summit School or an equivalent school program of the parents' choice other than a public school district and at parent expense, with verified grades of "C" average or better in all class work including successful program completion and provide documentation to the district.
5. During the stipulated expulsion period of January 20, 2006 through January 20, 2007, Student # 428894 shall attend six meetings at a 12-step diversion (Alcoholics Anonymous/Narcotics Anonymous/ Alanon/Alateen) with a letter of recommendation from a sponsor.
6. During the stipulated expulsion period of January 20, 2006 through January 20, 2007, Student # 428894 shall write a five page report on (some suggestions are):
 - a. The dangers of drug use
 - b. My actions and how it affects family and friends
1. During the stipulated expulsion period of January 20, 2006 through January 20, 2007, Student # 428894 shall complete 100 hours of community service providing written verification of completion to the district. In addition, the student must participate in any community service imposed by any actions of the criminal justice system.
2. Upon application for readmission to the district, Student # 428894 shall provide evidence of a "clean" drug test (obtained within 14 days of submission of the application). The drug testing company will be from an entity that is acceptable to the district and will be at the family's expense.

3. Any other reasonable term and condition of the rehabilitation plan which, from time to time, the District Board of Trustees may impose or amend, in its discretion. In no event, shall the addition or amendment of terms and conditions of the rehabilitation plan void or invalidate the waiver of the student's right to hearing and/or stipulation for expulsion.
4. The Governing Board directs the superintendent to immediately send this decision to the student and the student's parents or guardian and to advise the student and the student's parents or guardian of the procedures for appeal.

AYES: Dalessandro, Groth, Hergesheimer,
Rich, Friedman

NOES: None

ABSENT: None

Moved by Mrs. Rich, second by Mrs. Hergesheimer, to approve the expulsion for Student #410781 from Torrey Pines High School on the grounds of violation of Education Code 48915, sections (c)(3) and (a)(3), from January 19, 2006 through January 29, 2007, and find that, due to the nature of the act, the pupil's presence causes a continuing danger to the physical safety of the pupil or others. During the period of the expulsion, Student # 410781 must complete the following conditions of the rehabilitation plan prior to consideration for readmission to any school in the San Dieguito Union High School District:

1. During the expulsion period of January 19, 2006 through January 29, 2007, Student # 410781 is prohibited from entering any school campus of the San Dieguito Union High School District for the duration of the expulsion period.
2. During the expulsion period of January 19, 2006 through January 29, 2007, Student # 410781 shall participate in 20 counseling sessions providing documentation of participation to the District.
3. During the expulsion period of January 19, 2006 through January 29, 2007, Student # 410781 shall complete 100 hours of community service providing written verification of completion to the district. In addition, the student must participate in any community service imposed by any actions of the criminal justice system.

4. During the expulsion period of January 19, 2006 through January 29, 2007, Student # 410781 shall enroll and regularly attend the Summit School or an equivalent school program, with verified grades of "C" average or better in all class work including successful program completion and provide documentation to the district.
5. During the expulsion period of January 19, 2006 through January 29, 2007, Student # 410781 will participate in a 12-step diversion (such as NA, AA) for a minimum of six months, and providing the district with written verification of participation.
6. The Governing Board directs the superintendent to immediately send this decision to the student and the student's parents or guardian and to advise the student and the student's parents or guardian of the procedures for appeal.

AYES: Dalessandro, Groth, Hergesheimer,
Rich, Friedman

NOES: None

ABSENT: None

APPROVAL OF MINUTES
6A.

Moved by Mrs. Rich, seconded by Mrs. Hergesheimer, that the minutes of the Organizational Meeting of December 8, 2005, be approved as written.

AYES: Dalessandro, Groth, Hergesheimer, Rich, Friedman

ADVISORY VOTE: Belch, Rabii, Uhlmeyer

NOES: None

ABSENT: None

Motion unanimously carried.

Moved by Mrs. Hergesheimer, seconded by Mrs. Groth, that the minutes of the Facilities Workshop of December 8, 2005, be approved as written.

AYES: Dalessandro, Groth, Hergesheimer, Rich, Friedman

ADVISORY VOTE: Belch, Rabii, Uhlmeyer

NOES: None

ABSENT: None

Motion unanimously carried.

NON-ACTION ITEMS

REPORT/STUDENT
BOARD MEMBER
7B.

Danny Belch, Torrey Pines High School, reported on:

- Finals are next week
- Winter formal was held last week
- Having a banquet for the new incoming and outgoing ASB officers
- There was a drama competition this past weekend – one of the student actors received “Best Actor”

Adelle Uhlmeier, Sunset High School, reported on:

- School is going yearbook crazy. Half of the students have cameras
- Ms. Franco-Morrison, a math teacher is leaving
- Reported on a Having a Voice meeting

Kathy Rabii, San Dieguito High School Academy, reported on:

- New Student Board member will be at the next meeting
- Winter Formal was held last weekend
- Semester break next week

TRUSTEE REPORTS
7C.

Mrs. Hergesheimer reported:

- Attended the district office winter holiday party
- Attended the coffee with the principal at Carmel Valley Middle School and a tour of the campus
- Attended the Winter Concert at La Costa Canyon

Mrs. Dalessandro reported:

- Attended the district office holiday party
- Attended the North City West JPA meeting at Canyon Crest Academy and Mr. Hall and the San Dieguito staff/Trustees provided a tour of the new campus
- Attended the Canyon Crest Academy Envision Winter Concert last night at Carmel Valley Middle School

Mrs. Rich reported:

- Thanked Mrs. Dalessandro for attending the North City West JPA meeting
- Went to Torrey Pines and visited with Mr. Schmitt

Mrs. Groth reported:

- Went to the State of the City address
- Attended the February 24th Legislative reception
- Honoring our Own dinner will be held on May 23
- Attended the NCCSE meeting
- Reported on State Superintendent of Schools Jack O'Connell being in San Diego this afternoon

Mrs. Friedman gave no report.

SUPERINTENDENT'S REPORT
AND LEGISLATIVE UPDATE
7D.

Dr. Lynch reported on the following upcoming activities:

- Encinitas City/School Liaison meeting is on for Jan. 30.
- February 2 and 3 – School Services of California is coming to conduct a study and do a training on the Special Education program
- Legislative Action Network is scheduled for February 14
- Budget Review Committee will be meeting in February and later in May
- Reported on the Asset Management meeting today.

CAHSEE RESULTS
7E.

Mrs. Bulkin reported on the current data as of January 19, 2006, for the CAHSEE. She reported on the number of seniors at each high school site, as well as non-public certified school, that took the test and the number that did not pass. She also reported on the number of special education and English Learner students that did not pass the exam.

Mr. Belch and Ms. Rabbi left at 7:05 pm.

Mrs. Bulkin gave an update on the Mira Costa College High School Diploma Program. Students can remain concurrently enrolled in their home high school and enroll in a minimum of ten credits at MCC. Currently there are eight students attending the Mira Costa program, all from La Costa Canyon High School.

Mrs. Bulkin reported on information from a letter and a press conference of Superintendent O'Connell regarding a legislative solution to the dispute over special education

students taking the High School Exit Exam. The settlement agreement reached, SB 517, delays the CAHSEE requirement for special education students in the class of 2006 (with conditions). She reported on the requirements of SB 517. School district must report to the State Superintendent of Schools on the procedures used to implement this process and the number of pupils granted diplomas.

Future test dates for the CAHSEE test for the seniors of the Class of 2006 are February 7 and 8, and May 9 and 10, 2006. Intensive CAHSEE instruction before, during and after school is offered at Canyon Crest Academy, La Costa Canyon High School, San Dieguito Academy, Sunset/NC, and Torrey Pines High School.

The Trustees thanked Mrs. Bulkin for the report.

PUBLIC COMMENTS
28.

President Friedman reported that the Public Comments section would be next on the agenda.

Mr. Rob Ross, teacher at San Dieguito Academy, spoke to the Board regarding the class size reduction program being cut in English classes.

Dr. Lynch requested that Mr. Hall meet with Mr. Ross to review information on the budget. The Trustees also suggested that information be sent out to the staff regarding items dealing with the Governor's proposed increase to the budget..

**ACTION AGENDA/
CONSENT ITEMS**

Moved by Mrs. Rich, seconded by Mrs. Hergesheimer, that items #8-20 be approved as written.

AYES: Dalessandro, Groth, Hergesheimer, Rich, Friedman

ADVISORY VOTE: Uhlmeyer

NOES: None

ABSENT: None

Motion unanimously carried.

PERSONNEL

CERTIFICATED PERSONNEL
8A.

Employment

Ashly Hammer, 100% Temporary School Psychologist for the remainder of the 2005-06 school year, effective 1/09/06 through 6/16/06; Ronald Knopp, 100% Temporary Teacher

for Semester II/2005-06 school year, effective 1/26/06 through 6/16/06; Daniel Lyman, 40% Temporary Retired Teacher, Semester II/2005-06 school year, effective 1/26/06 through 6/16/06; Denise Martin, 40% Temporary Teacher, Semester II/2005-06 school year, effective 1/26/06 through 6/16/06; Suzanne Newman, 66.67% Temporary Teacher for 3rd quarter of the 2005-06 school year, effective 1/26/06 through 4/07/06; increased assignment to 100% for 4th quarter, effective 4/17/06 through 6/16/06.

Change in Assignment

Travis Larson, Temporary Teacher, Change in Assignment from 60% to 100% for the remainder of the 2005-06 school year, effective 1/04/06 through 6/16/06; Susan Lesan, Temporary Teacher, Change in Assignment from 80% to 100%, Semester II/2005-06 school year, effective 1/26/06 through 6/16/06; David Main, Permanent Teacher, Change in Assignment from 80% to 100% effective 1/26/06; Julie Naested, Temporary Teacher, Change in Assignment from 60% to 100% for the remainder of the 2005-06 school year, effective 1/23/06 through 6/16/06.

Leave of Absence

Zakia Chowdhury, Permanent Teacher, 40% Unpaid Leave of Absence (60% Assignment) Semester II/2005-06 school year, effective 1/26/06 through 6/16/06; Jonathan Loeffler, Permanent Teacher, Revised Request for Unpaid Leave of absence for the remainder of the 2005-06 school year from 40% to 20% (80% Assignment), effective 1/03/06 through 6/16/06; Blaze Newman, Permanent Teacher, 33.33% Unpaid Leave (66.67% Assignment) for Semester II/2005-06 school year, effective 1/26/06 through 6/16/06.

Resignation

Michael Davis, Teacher, Resignation for Retirement Purposes, effective 6/16/06; Bruce Dillon, Teacher, Resignation for Retirement Purposes, effective 6/16/06; Peter Evans, Teacher, Resignation for Retirement Purposes, effective 6/16/06; Danielle Franco-Morrison, Temporary Teacher, Resignation effective 1/26/06; Jacqueline Harrigan, Student Services Specialist, Resignation for Retirement Purposes, effective 6/30/06;

Margaret Pluth, Teacher, Resignation for Retirement Purposes, effective 6/16/06.

CLASSIFIED PERSONNEL
8B.

Employment

Anguiano, Jason, School Bus Driver, effective 12/13/05; Benitez, Margarito, Custodian, effective 12/2/05; Brand, Pamela, Secretary, effective 1/12/06; Fooks, Gerlyn, School Bus Drive, effective 1/5/06; Gurrola, Maria, Custodian, effective 12/5/05; Margiotta, Kathleen, Secretary, effective 12/5/05; Monsibay, Anita, Nutrition Services Assistant I, effective 12/13/05; Smith, Charles, School Bus Driver, effective 1/4/06; Villela, Lillian, Campus Supervisor-Middle School, effective 1/3/06

Change in Assignment

Bonner, Alicia, from Accounting Assistant to Accounting Technician, effective 1/5/06 through 3/19/06; Castro, Adalberto, from Custodian-Floater to Custodian, effective 12/2/05; Crain, Eric, from Warehouse Delivery Worker to Warehouse Stores Worker, effective 12/12/06 through 1/6/06; Gaul, Patricia, from Registrar to Information Systems Support Specialist, effective 1/3/06

Resignation

DelaParra, Maria Goreti, Testing Assistant-Bilingual (Spanish), effective 1/27/06; Grabau, Scott, Theater Technician, effective 2/3/06; Tseng, Anita, Nutrition Services Assistant I, effective 12/16/05; Wilson, Gabrielle, Instructional Assistant SpEd, effective 1/13/06

SUPERINTENDENT

ACCEPTANCE OF GIFTS
9.

The Board accepted the following gifts/donations:

<u>Gift/Donation</u>	<u>Donor's Intent for Gift</u>	<u>Dept./Staff Member</u>	<u>Site</u>
\$150.00	For Tech services rendered during the month of November, 2005	Theater Dept.	SDA
\$2,000.00	Mini-grants for the purchase of printers and printer cartridges.	Social Science Dept.	SDA
\$250.00		Life Skills Dept.	LCCHS
\$458.70			TPHS

\$500.00	For the Cultural Exchange and International students to assist with luncheons and cultural exchange field trips.		CVMS
\$3,952.78	For the purchase of four computers for the Library/Media Center	Library/Tech.	CVMS
\$7,491.66	\$250-Library Book Club; \$1,979-E-Library subscription; \$5,262.66-Computer Carts and projections	Library/Curr.	CVMS
\$50.00	For reimbursement/donation for the repair of a band music instrument	Music Dept.	CVMS
\$18,000.00	For outdoor exercise equipment for P.E.	P.E.	SDA
\$60,396.00	VPA Dept., Science Dept., AVID and Speech & Debate	VPA, Science AVID & Speech & Debate	LCC
\$440.00	Pool rental at Carmel Valley Rec Center For Girls Water Polo	P.E.	TPHS
\$9,931.42	Fencing for Baseball field	P.E.	TPHS
Laptop Computer	For Mrs. Oehler's classroom		EWMS
Encyclopedia Britannica set & bookshelf		Admin.	EWMS
Chairs, bulletin board, paper, misc. office supplies		Admin	SDA
\$989.00	For geological surveys and soil testing	Admin.	LCCHS
\$24,000.00	For the Field of Dreams project	Admin.	LCCHS
\$4,000.00	To fund artist-in-residence for the district music program.	Music Program	District
\$1,000.00	CCA Music Program	Music Dept.	CCA
\$7,636.00	Artist-in-Residence - Music	Music Dept.	TPHS
\$2,752.45	For Mrs. Briscoe and Ms. Herr to purchase water testing kits and Flex Com.		OCMS
\$750.00	For Speech and Debate	Speech & Debate	LCCHS
\$1,000.00	To purchase computers for the computer lab in the media center.	Media Center	CVMS

Upright piano		Admin.	DNO
\$100.00	For the Science Dept for John Newport	Science Dept.	EWMS

APPROVAL OF FIELD TRIPS
10.

The Board approved/Ratified the following field trips:

<u>Date</u>	<u>Site</u>	<u>Teacher/Dept.</u>	<u>Number Students/Chaperone</u> §	<u>Name and Purpose of Trip</u>	<u>Location</u>
5/24-5/26/06	TPHS	Mary Ann Rall	32/3-4	Catalina Tall Ship Trip	Avalon, CA
3/4-3/5/06	TPHS	Scott Chodorow	34/15	Cheer Competition	Las Vegas, NV
1/13-1/15/06		Marinee Payne Drama Dept.		CETA – Fontana High is duplicating “Inherit the Wind” – students will be rebuilding the set, lighting, costumes.	Fontana, CA
1/25-1/29/06	TPHS	Chris Drake	10/1	Attending a Model United Nations Conference at U. of Pennsylvania	Philadelphia, PA
3/11-3/12/06	CVMS	Jamie Swope ASB	10/2	To encourage and strengthen leadership skills for Club Live members	Palomar, CA
2/24-2/25/06	SDA	Jeremy Wuertz Band	86/9	Clinic with Director of Bands at Cal State Long Beach and trip to Walt Disney Concert Hall to see concert by L.A. Philharmonic Orchestra.	Los Angeles, CA

ADOPTION OF RESOLUTION
11.

The Board adopted a resolution determining that Joyce Dalessandro shall be compensated for said Board meeting of December 8, 2005, which she was absent from due to illness.

INSTRUCTION

**APPROVAL OF 2005-2006
CONSOLIDATED APPLICATION**
12.

The Board approved the 2005-2006 Consolidated Application for Categorical Programs (Part II).

BUSINESS

APPROVAL/RATIFICATION OF AGREEMENTS

13.

The Board approved/ratified entering into the following agreements and authorized Simonetta March or Eric Hall to execute the agreements:

- a) State of California's 22nd District Agricultural Association for the Transportation Cooperative to provide shuttle services and parking facility use, during the period November 15, 2005 through December 31, 2007, at the current established rates posted in the SDUHSD Fee Schedule for Transportation and for General Facility Use.
- b) School Services of California, Inc. to conduct a special education study for San Dieguito Union High School District, during the period December 5, 2005 through June 30, 2006, for an amount not to exceed \$17,000.00 plus expenses, to be expended from the General Fund/Restricted 06-00.
- c) Geocon, Inc. to provide geotechnical services for the San Dieguito Academy Media Center project, during the period November 7, 2005 through September 30, 2006, for an amount not to exceed \$12,875.00, to be expended from Mello Roos Funds and the State School Building Fund 35-00.
- d) Escondido Union High School District to provide extracurricular transportation services, during the period January 1, 2006 through June 30, 2006, at the rate of \$60.00 per hour within San Diego County or at the rate of \$3.50 per mile or \$60.00 per hour, whichever is greater, outside San Diego County.
- e) School Services of California, Inc. to provide the District with fiscal and mandated cost claims services and the CADIE and SABRE reports, during the period January 1, 2006 through December 31, 2006, for an amount not to exceed \$3,300.00 plus expenses, to be expended from the General Fund 03-00.
- f) San Diego Medical Services Enterprises to provide automatic external defibrillators program maintenance, during the period January 21, 2006 through January 20, 2007, for an amount not to exceed \$282.50, to be expended from the General Fund 03-00.

APPROVAL OF AMENDMENT TO AGREEMENTS

14.

The Board approved amending the following agreements and authorized Simonetta March to execute the agreements:

- a) Keith Harrison for rental of warehouse space for storage of district records, extending the contract period from December 1, 2005 to November 30, 2006, for an amount of \$12,600.00, to be expended from Capital Facilities Fund 25-19.
- b) Fredricks Electric, Inc. to provide district wide electrical services, extending the contract period from December 1, 2005 to November 30, 2006, with no increase in the unit pricing.
- c) EDCO Waste & Recycling Services for district wide recycling and waste disposal services, extending the contract period from January 1, 2006 through December 31, 2006, with no increase in the unit pricing.

RATIFICATION TO AMEND AGREEMENT

15.

The Board ratified amending the agreement entered into with John Burnham Insurance Services to provide insurance coverage utilizing the Owner Controlled Insurance Program for the San Dieguito Academy Media Center project, extending the agreement to August 31, 2006, and increasing the amount by \$183,390.00, to be expended from Mello Roos Funds and the State School Building Fund 35-00.

APPROVAL TO ENTER INTO MEMORANDUM OF AGREEMENT

16.

The Board approved entering into a Memorandum of Agreement with the La Costa Canyon High School Foundation, to manage the design and development phases of the La Costa Canyon Football Field and Track renovation project and authorized Simonetta March to execute the agreement.

APPROVAL TO AWARD CONTRACTS

17.

The Board approved/ratified entering into the following contracts and authorized Simonetta March to execute all pertinent documents:

- a) Ratify the action taken by the administration to enter into a contract for Canyon Crest Academy Sports Field Modifications project, B2006-12, with Western Rim Constructors, Inc. for an amount of \$1,283,395.00, to be expended from Mello Roos Funds.
- b) Ratify the action taken by the administration to enter into a contract for replacing the stadium lighting at San Dieguito High School Academy project, B2006-13, with

Telliard Construction, for an amount of \$289,700.00, to be expended from Mello Roos Funds.

APPROVAL OF
CHANGE ORDERS
18.

The Board approved change orders to the following projects and authorized Simonetta March to execute the change orders:

- a) Fordyce Construction for the Transportation Facility Improvements project B2005-32, change order 1, increasing the contract amount by \$49,611.00, to be expended from the Special Reserve/Capital Project Fund 40-00.
- b) Stevens Construction for the San Dieguito Academy MDF/Restroom Modernization project B2005-21, change order 3, increasing the contract time by 287 calendar days.

ACCEPTANCE OF
CONSTRUCTION PROJECTS
19.

The Board accepted the following projects as complete, pending the completion of a punch list, and authorized the administration to file a Notice of Completion with the County Recorders Office:

- a) San Dieguito Academy MDF/Restroom Modernization project B2005-21, contract entered into with Stevens Construction.

APPROVAL OF
BUSINESS REPORTS
21.

The Board approved the following business reports:

- a) Purchase Orders – 262219-760091
- b) Instant Money – 10088-10105
- c) Membership Listing – 11/30/05-1/10/06
- d) 2004 Bond Release – 1/11/06

DISCUSSION AGENDA/ACTION ITEMS

ADOPTION OF POLICY 6200/AR-1,
“HIGH SCHOOL GRADUATION
REQUIREMENTS”
21.

Motion by Mrs. Dalessandro, second by Mrs. Hergesheimer, to adopt Policy 6200/AR-1, “High School Graduation Requirements.”

AYES: Dalessandro, Groth, Hergesheimer,
Rich, Friedman

ADVISORY VOTE: Uhlmeyer

NOES: None

ABSENT: None

Motion unanimously carried.

APPROVAL OF AGREEMENT/
HOLD HARMLESS AND INDEMNITY
AGREEMENT-SPECIAL EDUCATION
LEGAL ALLIANCE MEMBER DISTRICTS
22.

Motion by Mrs. Hergesheimer, second by Mrs. Rich, to approve the Hold Harmless and Indemnity Agreement/San Diego County Special Education Legal Alliance.

AYES: Dalessandro, Groth, Hergesheimer,
Rich, Friedman

ADVISORY VOTE: Uhlmeyer

NOES: None

ABSENT: None

Motion unanimously carried.

ADOPTION OF RESOLUTION /
REPORT ON STATUTORY SCHOOL
FEES AND FINDINGS 2004-2005
23.

Motion by Mrs. Rich, second by Mrs. Dalessandro, to adopt the resolution regarding statutory school fees and report for fiscal year 2004-2005, and findings in compliance with Government Code sections 66006 and 66001.

AYES: Dalessandro, Groth, Hergesheimer,
Rich, Friedman

ADVISORY VOTE: Uhlmeyer

NOES: None

ABSENT: None

Motion unanimously carried.

CLOSED SESSION
24.

There will be no closed session after the regular meeting.

INFORMATION ITEMS

BUSINESS SERVICES UPDATE
25.

Mr. Hall reported on the following items:

Budget Information

- District Budget - The staff is working on the 2nd Interim Report which will come to the Board at the first meeting in March. The district is still carrying a deficit of \$6.1 million. The staff is continuing to focus on revenue enhancements, budget reductions and cost savings. They are reviewing the transportation study, held asset management review meetings today regarding the purchasing and warehousing functions; the staff continues to try to look at everything regarding potential savings.
- State Budget - Mr. Hall reported that staff members went to Long Beach Tuesday morning to listen to a presentation on the Governor's

Budget. One of the concerns of the Legislature is that this budget overspends more than it takes in. Spending is up 8% and revenue is up by 4% in the state budget. The budget shows a COLA of 5.1%, equalization money, and deficit reduction money. The Governor claims he is giving us a payback for Prop. 98, and is claiming that he is giving us \$1.6 billion back. Mr. Hall reviewed the areas and the amounts that the Governor is using to claim that he is repaying the \$1.6 billion back to education.

Facilities Information

- Mr. Hall reported that Canyon Crest Academy project is moving along nicely. The fields, classrooms, counseling, etc. are starting to come into shape. A lot of the internal systems of the theater building are architectural deferred items and were designed after the initial bid. Mr. Hall is thinking that the school will be ready for a dedication ceremony late spring or early fall.
- The San Dieguito Academy library is coming along and is right on schedule.
- The Statutory Developer fee is increasing and the staff will know the details when the State Allocation Board meets next week. A resolution will need to be adopted at the meeting in February.

HUMAN RESOURCES UPDATE
26.

Ms. King reported

- There will be a district-wide inservice for staff next Thursday and Friday. Mr. Michael Taylor will be giving a budget presentation regarding the ten most frequently asked questions about the budget
- Provided trustees with copies of the BTSA packet

BOARD POLICIES
27.

The following policies are updated annually to reflect housing capacity and intradistrict enrollment information.

Policy 7100/AR-1, "Attachment A,
"Student Housing Policy"
27a.

These policies will return for adoption at the February 2 meeting.

Policy 5226.1/AR-1, "Intradistrict Open Enrollment"
27b.

PUBLIC COMMENTS
28.

Public comments were heard earlier in the meeting.

FUTURE AGENDA ITEMS
30.

Future agenda items include:
° An update on the La Costa Canyon field project

CLOSED SESSION
24.

There was no closed session.

ADJOURNMENT
31.

There being no further business to come before the Board, the meeting was adjourned at 7:40 p.m.

Beth Hergesheimer, Clerk

Peggy Lynch, Ed.D., Superintendent

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: January 25, 2006

BOARD MEETING DATE: February 2, 2006

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

SUBMITTED BY: Peggy Lynch, Ed.D.
Superintendent

SUBJECT: APPROVAL OF CERTIFICATED and
CLASSIFIED PERSONNEL

EXECUTIVE SUMMARY

Please find the following Personnel actions attached for Board Approval:

Certificated

Employment
Change in Assignment
Leave of Absence
Resignation

Classified

Employment
Change in Assignment
Resignation

RECOMMENDATION:

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

FUNDING SOURCE:

General Fund

PERSONNEL LIST

CERTIFICATED PERSONNEL

Employment

1. **Cheryl Concannon**, 100% Temporary Teacher, Semester II/2005-06 school year, effective 1/26/06 through 6/16/06.
2. **Marianne Droulia**, 40% Temporary Teacher, Semester II/2005-06 school year, effective 1/26/06 to 6/16/06.
3. **William Haase**, 80% Temporary Teacher, Semester II/2005-06 school year, effective 1/26/06 through 6/16/06.
4. **Jay Pearlman**, 100% Temporary Teacher, Semester II/2005-06 school year, effective 1/26/06 through 6/16/06.

Change in Assignment

1. **Sharon Senese**, Change in Assignment from Teacher to Library-Media Services Teacher, beginning Semester II/2005-06, effective 1/26/06.

Leave of Absence

1. **Eileen Sullivan**, Teacher, 40% Unpaid Leave of Absence (60% Assignment) for Semester II/2005-06 school year, effective 1/26/06 through 6/16/06.

Resignation

1. **Laura Dean-Bennett**, Teacher currently on Leave of Absence, Resignation from Employment, effective 6/16/06.

CLASSIFIED PERSONNEL

Employment

1. **Pelosi-Boylan, Anna**, Instructional Assistant, effective 1/9/06

Change in Assignment

1. **Gomez, Daniel**, from Custodian to School Plant Supervisor, effective 1/12/06 through 1/23/06
2. **Hartley, Debra**, from 37.5% Nutrition Services Assistant I to 42.5% and 6.25% Nutrition Services Assistant Transporter, effective 1/5/06
3. **Ho, Nina**, from 25% Nutrition Services Assistant I to 43.75%, effective 1/30/06
4. **Tolento, Luis**, from Custodian to Locker Room Attendant, effective 1/3/06 through 4/3/06

Resignation

1. **Jessup, Robert**, School Bus Driver, resigning for the purpose of retirement effective December 31, 2005

San Dieguito Union High School District
INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: January 25, 2006

BOARD MEETING DATE: February 2, 2006

**PREPARED AND
SUBMITTED BY:** Peggy Lynch, Ed.D.,
Superintendent

SUBJECT: ACCEPTANCE OF GIFTS/DONATIONS

EXECUTIVE SUMMARY

The district administration is requesting acceptance of gifts/donations to the district, as shown on the attached report.

RECOMMENDATION:

The administration recommends that the Board accept the gifts/donations to the district, as shown on the attached list.

FUNDING SOURCE:

Not applicable

PL/sg
Attachment

AGENDA ITEM: 9

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

GIFTS/DONATIONS REPORT

Date: **February 2, 2006**

<u>Gift/ Donation</u>	<u>Name of Donor</u>	<u>Donor's Intent for Gift</u>	<u>Department/ Staff Member</u>	<u>Site</u>
\$111.00	SDA Foundation	To pay for custodians for a Speech Tournament	Speech Dept.	SDA
\$201.00	TPHS Foundation	Adobe licenses for Publications Lab	Journalism Dept.	TPHS
\$88,352.30	TPHS Foundation	Computers, printer and DVDs for Publications Lab	Journalism Dept.	TPHS
\$9,790.80	TPHS Foundation	Asphalt Overlay and Fence Cage area for softball	P.E.	TPHS
\$5,575.00	TPHS Foundation	Laptop for administration use	Administration	TPHS
\$10,000.00	TPHS Foundation	To purchase books for EL classes	English Dept.	TPHS
\$13,080.00	TPHS Foundation	To be used for Westlake 613 Racquetball P.E. (\$4,500) and Mira Mesa Lanes Bowling P.E. (\$8,580)	P.E.	TPHS
\$725.00	TPHS Foundation	To be used for wireless headsets for the Counseling Department	Counseling/Administration	TPHS
\$14,500.00	CCA Foundation	To purchase cabinets for the College/Career Center	Counseling Dept./Admin.	CCA
\$428.67	United Way	TPHS - \$121.00; CCA \$4.00; SDA \$21.00; SS - \$247.00; DNO - \$35.00	Various Sites	Various

<u>Gift/ Donation</u>	<u>Name of Donor</u>	<u>Donor's Intent for Gift</u>	<u>Department/ Staff Member</u>	<u>Site</u>
\$300.00	SDA Foundation	For Woods class materials	Applied Tech. Dept.	SDA
\$250.00	William McGinnis	For John Newport/Science Dept.	Science Dept.	EWMS
\$100.00	Jeremy W. Thorner	For John Newport/Science Dept.	Science Dept.	EWMS
\$2,000.00	SDA Foundation	For payment of services to teaching assistants, David Schneider and Jenny Johnston	Speech & Debate	SDA
\$101.00	SDA Foundation	For the purchase of DVD/VCR.	Library	SDA
\$1,500.00	SDA Foundation	For Auto Shop supplies	Applied Tech. Dept.	SDA
\$2,000.00	SDA Foundation	For Woods Shop materials	Applied Tech. Dept.	SDA
\$500.00	SDA Foundation	For expenses resulting from the Student Art Exhibit under the direction of John Ratajkowski.	Aft Dept.	SDA
\$800.00	SDA Foundation	For purchase of refrigerator	Science Dept.	SDA
\$6,500.00	LCCHS Foundation	Visual and Performing Arts Department	Visual & Perf. Arts Dept.	LCCHS
\$1,000.00	LCCHS Foundation	Speech & Debate	English Dept.	LCCHS

<u>Gift/ Donation</u>	<u>Name of Donor</u>	<u>Donor's Intent for Gift</u>	<u>Department/ Staff Member</u>	<u>Site</u>
DVD Player	Jill Daberko		Administration	LCCHS
\$10,000.00	DNO PTSA	Teacher Mini-Grants – Mini-grants - \$10,000.; Cameras - \$150.; Labels - \$50.	Various	DNO

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: January 25, 2006

BOARD MEETING DATE: February 2, 2006

PREPARED BY: Denise W. Levine, Executive Director
Pupil Services *DWL*

SUBMITTED BY: Peggy Lynch, Ed.D.,
Superintendent

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

EXECUTIVE SUMMARY

The district administration has recommended that designated special education students attend nonpublic schools and/or receive nonpublic agency services for the 2005-06 school year as listed on the attached report.

RECOMMENDATION

The district administration recommends that the Board approve the attached list of agreements for nonpublic school/nonpublic agency services and authorize Simonetta March to sign the agreements and forward the appropriate documents to the County Superintendent to reflect the placement of students in nonpublic school/nonpublic agencies.

FUNDING SOURCE

General Fund 06-00/Special Education Budget \$14,793.83 estimated

PL/ddb
Attachment

AGENDA ITEM: 10

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

NONPUBLIC SCHOOLS/AGENCIES 2005-2006

Date: January 25, 2006

Contract Effective Dates	NonPublic School NonPublic Agency (NPS/NPA)	Description of Services	Number of Students (Estimate)	Tuition and/or Fee
12-1-05 to 6-30-06	Balboa City School	Basic Education Program: Inclusive Rate	1	\$112.93/Day Estimate \$14,793.83


San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: January 25, 2006

BOARD MEETING DATE: February 2, 2006

PREPARED BY: Denise W. Levine, Executive Director
Pupil Services 

SUBMITTED BY: Peggy Lynch, Ed.D.,
Superintendent

SUBJECT: Approval/Ratification of Independent
Contractor Agreements

EXECUTIVE SUMMARY

The attached Independent Contractor Agreements Report summarizes two contracts that provide services for the Special Education Program and Special Education Students for the 2005-2006 school year.

RECOMMENDATION

Approve/ratify entering into Independent Contractor Agreements as shown on the attached report and authorize Simonetta March to execute all pertinent documents pertaining to these agreements, contingent upon receipt of the signed documents and verification of insurance coverage.

FUNDING SOURCE

General Fund 06-00/Special Education Budget – Estimated \$3,000.00

PL/ddb
Attachment

AGENDA ITEM: 11 A-B

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENTS 2005-2006

Date: January 25, 2006

Contract Effective Dates	Independent Contractor	Description of Services	Number of Students (Estimate)	Fee
12-7-05 to 6-30-06	Gary Sneag, O.D.	Developmental Vision Assessments and Therapy	5	\$345.00/Eval. \$90.00/hr.-Therapy Estimate \$3,000.00
12-1-05 to 6-30-06	Total Vision Care	Developmental Vision Assessments and Therapy	5	\$380.00/Eval. \$90.00/hr.-Therapy Estimate \$3,000.00

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: January 25, 2006

BOARD MEETING DATE: February 2, 2006

PREPARED BY: Simonetta March, Director of Purchasing/Whs.
Steve Ma, Executive Director of Business Services
Eric Hall, Associate Superintendent/Business

SUBMITTED BY: Peggy Lynch, Ed.D.,
Superintendent

SUBJECT: APPROVAL/RATIFICATION OF
PROFESSIONAL SERVICES CONTRACTS/
BUSINESS

EXECUTIVE SUMMARY

The attached Professional Services Report/Business summarizes two contracts totaling \$99,358.00, or as noted on the attachment.

RECOMMENDATION:

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

FUNDING SOURCE:

As noted on attached list.

AGENDA ITEM: 12 A-B

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

BUSINESS - PROFESSIONAL SERVICES REPORT

Date: 02-02-06

<u>Contract Effective Dates</u>	<u>Consultant/ Vendor</u>	<u>Description of Services</u>	<u>School/ Department Budget</u>	<u>Fee Not to Exceed</u>
12/31/05 – 12/31/06	En Pointe Technologies	Microsoft master school subscription license agreement for all district computers	General Fund 03-00	\$99,358.00
N/A	Roesling Nakamura Terada Architects	Provide design, contract document preparation and construction administration support services for the Replacement of Roofing at Northeast Portion of Building B at Torrey Pines High School project	Deferred Maintenance Fund 14-00	12% of construction cost, plus DSA fees and reimbursable expenses

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: January 25, 2006

BOARD MEETING DATE: February 2, 2006

PREPARED BY: Simonetta March, Director of Purchasing/Whs.
Steve Ma, Executive Director of Business Services
Eric Hall, Associate Supt./Business

SUBMITTED BY: Peggy Lynch, Ed.D.
Superintendent

SUBJECT: APPROVAL/RATIFICATION OF
AMENDMENTS TO AGREEMENTS

EXECUTIVE SUMMARY

The attached Amendment to Agreements Report summarizes two amendments to agreements totaling \$141,645.87, or as listed on the attached reports.

RECOMMENDATION:

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

FUNDING SOURCE:

As noted on attached list.

AGENDA ITEM: 13 A-B

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

AMENDMENT TO AGREEMENTS REPORT

Date: 02-02-06

<u>Contract Effective Dates</u>	<u>Consultant/ Vendor</u>	<u>Description of Services</u>	<u>School/ Department Budget</u>	<u>Fee Not to Exceed</u>
N/A	John Burnham and Company	Extend builders risk insurance coverage for the Canyon Crest Academy project	Mello Roos Fund Other Building Fund 21-09	\$6,642.00
N/A	Testing Engineers – U.S. Laboratories	Provide additional testing and inspection services for the Canyon Crest Academy project	State School Building Fund 35-00	\$135,003.87

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: January 23, 2006

BOARD MEETING DATE: February 2, 2006

PREPARED BY: Steve Ma, Exec. Director of Business Services
Eric J. Hall, Assoc. Supt. of Business Services

SUBMITTED BY: Peggy Lynch, Ed.D.
Superintendent

SUBJECT: APPROVAL OF AMENDMENT TO
AGREEMENT / NTDStichler Architects /
San Dieguito Media Center

EXECUTIVE SUMMARY

The District Technology Department has requested a number of changes to the library's media center to coincide with the new Safari multimedia system and other technical equipment related to the video production classroom. Revisions to the video production classroom include: providing LCD projection instead of Smartboards; relocating and adding student and teacher workstations; providing a new IDF in the Control Studio and relocating the LCD projector in the library. These changes require the architect to coordinate with the electrical and structural engineer.

RECOMMENDATION:

It is recommended that the Board approve amending the agreement with NTDStichler Architects to provide additional services for the San Dieguito Media Center/Library project, for an amount not to exceed \$8,215.00, and authorize Simonetta March to execute the agreement.

FUNDING SOURCE:

Mello Roos

AGENDA ITEM: 14

January 11, 2006

Mr. Steve Ma
Director of Planning Services
San Dieguito Union High School District
710 Encinitas Boulevard
Encinitas, CA 92024

Re: San Dieguito Academy Modernization
Low Voltage Projection System Addition
NTD Project Number 1999-0167-12

Dear Steve,

On behalf of **NTDStichler** Architecture, I am pleased to provide you with this proposal to provide additional architectural services in conjunction with the above referenced project. Our understanding of the project and proposed scope and terms are as follows:

PROJECT SCOPE

The district has requested revision to the low-voltage projections systems and studio lighting. Revisions include providing LCD projection instead of Smartboards in classrooms #121 and #122, relocate and add student and teacher locations in rm. #121, provide new IDF in Control Studio, and relocation of LCD projector in Library. The relocation of the LCD projection unit will require structural engineering for mounting.

▪

FEE PROPOSAL

For the work indicated above, **NTDStichler** and consulting engineers propose to complete the work on a Time-and-Materials basis NTE \$8215.00. Included are consultant fees for the additional electrical and structural engineering required. Consultant fees will be invoiced at cost x 1.1. District to reimburse **NTDStichler** for costs incurred for reproduction of documents for agency approvals, bidding, and construction at cost x 1.1.

HOURLY RATES

Partner/Principal in Charge	\$175.00 per hour
Project Architect	\$115.00 per hour
Project Designer	\$115.00 per hour
Specifications Writer	\$120.00 per hour
Construction Administrator	\$115.00 per hour
Job Captain	\$ 95.00 per hour
Sr. Drafter	\$ 85.00 per hour
Designer/Drafter	\$ 80.00 per hour
Clerical	\$ 55.00 per hour

▪ The above rates are subject to adjustments annually.

We hope that you find this proposal acceptable and ask that you return one signed copy as acceptance and notice to proceed. As always, we are truly grateful for the opportunity to be of continued service to the San Dieguito Union High School District. Please do not hesitate to contact me if you have any questions or comments regarding this proposal.

Sincerely,

On behalf of
San Dieguito Union High School District

Richard Nowicki, AIA
Partner

Signature

REN/tmg

Date: _____

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: January 25, 2006

BOARD MEETING DATE: February 2, 2006

PREPARED BY: ^{JMA} John Addleman, Facilities Planning Analyst
Steve Ma, Exec. Director of Business Services
Eric J. Hall, Assoc. Supt. of Business Services

SUBMITTED BY: Peggy Lynch, Ed.D.
Superintendent

SUBJECT: APPROVAL OF CHANGE ORDERS/CCA
CHANGE ORDER #8

EXECUTIVE SUMMARY

The total dollar amount associated with change order #8 to the attached bid packages is \$304,829.00. The single largest item included in change order #8 is the cost associated with the redesign of the Theatre Building A2 and its rigging system. The cost for this change is \$198,543.00. Since Alternate #3 (Stadium and Fields) was not originally taken at bid, additional costs associated with the site's desire to develop the baseball and softball fields and track are also included in this change order. The requested irrigation modifications for the play fields are \$64,963.00. The balance of change order #8 is for various minor modifications of the site's buildings construction and systems.

It should be noted that the District Contingency was exhausted with change order #7; therefore, change order #8 continues to deplete district capital funds identified for other future projects. The balance remaining in the shared Construction Contingency after approval is \$732,071.00.

AGENDA ITEM: 15 A-M

RECOMMENDATION:

It is recommended that the Board approve Change Order Number 8 to the following bid packages for the Canyon Crest Academy project, and authorize Simonetta March to execute the change orders:

- a) Combination Bid Packages 2 & 24 (site utilities, plumbing) – Peltzer Plumbing, Inc., increasing the contract amount by \$22,891.00.
- b) Bid Package #3 (landscape, irrigation & field equipment) – T.B. Penick & Sons, Inc., increasing the contract amount by \$64,963.00.
- c) Bid Package #4 (reinforcing, cast-in-place concrete, precast concrete, membrane waterproofing, chain link fence) – T.B. Penick & Sons, Inc., increasing the contract amount by \$2,832.00.
- d) Bid Package #5 (masonry & veneer system) – New Dimension Masonry, Inc., increasing the contract amount by \$8,000.00.
- e) Bid Package #6 (structural steel, metal deck, miscellaneous metals, decorative metal fencing & gates) – McMahon Steel Co., Inc., increasing the contract amount by \$6,666.00.
- f) Bid Package #10 (sheet metal & roof accessories) – Challenger Sheet Metal, increasing the contract amount by \$1,014.00.
- g) Bid Package #11 (glass and glazing, aluminum store front and pass through windows) – Perfection Glass Company, decreasing the contract amount by \$25,000.00.
- h) Combination Bid Packages 12 & 14 (lath & plaster, drywall, metal studs, doors, frames, hardware, coiling doors, insulation, fireproofing, acoustical ceilings, fabric & vinyl wrapped wall panels, marker boards, protective wall covering & operable walls) – Standard Drywall, Inc., increasing the contract amount by \$18,594.00.
- i) Bid Package #15 (flooring-resilient flooring and carpet) – Pro Installations, Inc., d/b/a Spectra Contract Flooring, increasing the contract amount by \$31,770.00.
- j) Bid Package #16 (wood flooring) – ISEC, Inc., decreasing the contract amount by \$23,318.00.
- k) Bid Package #19 (theatre equipment) – Inland Acoustics, Inc., increasing the contract amount by \$198,543.00.
- l) Bid Package #22 (gym equipment) – ISEC, Inc., increasing the contract amount by \$561.00.
- m) Bid Package #25 (HVAC & fire protection) – Control Air Conditioning Corp., increasing the contract amount by \$955.00.
- n) Bid Package #26 (electrical) – Steiny & Co., Inc., decreasing the contract amount by \$3,642.00.

FUNDING SOURCE:

Mello Roos funds, State School Building Fund 35-00, and Other Building Fund 21-09

San Dieguito Union High School District
Canyon Crest Academy
Change Order #8
January 25, 2006

Item #	Date		FF#	Contractor	Bid Pkg	Description	Reason	Amount
	T/Contractor	Bd App'd						
8.00	11/16/2004		50	Peltzer Plumbing	2&24	30" storm drain repair work on time and material basis.	District - Addition of alternate bid to add gym was made after some affected work was already installed.	\$13,446.00
8.01	6/23/2005		315	Peltzer Plumbing	2&24	At Building A1 by the north staff lounge grades and drainage were revised at walkway.	Additional drainage was needed.	\$1,799.00
8.02	8/26/2005		350	Peltzer Plumbing	2&24	Add eyewashes in Building C second floor classrooms.	District required eyewashes in each and every science classroom.	\$5,725.00
8.03	10/13/2005		376	Peltzer Plumbing	2&24	Modified location of mechanical units, vents, & drains at gym mechanical well.	HVAC Engineer - Conflict with size and location of mechanical units required distances from any vents on the roof. - Split 50/50.	\$394.00
8.04	12/6/2005		409	Peltzer Plumbing	2&24	Raise the vents on the roofs of Building A1 east and west.	Necessary to solve odor issues from the mechanical units taking in air from the sewer vents on the roof.	\$675.00
8.05	12/13/2005		413	Peltzer Plumbing	2&24	Add roof drain centered between the two existing drains on Building B.	Construction Manager - Drain was required for drainage around HVAC units by cricket - Split 50/50.	\$852.00
8.06	10/4/2005		302a	TB Penick & Sons	3	Baseball, track, field, tennis & volleyball court changes.	District requested irrigation modifications for play fields.	\$64,963.00
8.07	10/15/2004		154	TB Penick & Sons	4	Provide foundations for masonry fence columns on north side of buildings.	Architect - Footings were not shown or detailed - Split 50/50.	\$20,601.00
8.08	6/1/2005		173/173a	TB Penick & Sons	4	Concrete joint layout and finish simplifications.	District - Cracking concerns for site concrete and value engineering.	-\$20,000.00
8.09	6/13/2005		303	TB Penick & Sons	4	Building B weight room floor concrete topping slab had a fiber admixture added.	Construction Manager - Building B weight room floor redesign required a fiber admixture for the topping slab.	\$359.00
8.10	6/13/2005		305	TB Penick & Sons	4	At southeast corner of facility parking and ballfield relocated bollards and installed gate.	District requested modifications including adding a gate.	\$1,387.00
8.11	11/11/2005		397	TB Penick & Sons	4	Added new precast sill at corner of Building A1 east by the breezeway.	Original precast sill would not have reached all the way to the corner of the window, and would have left an unsightly gap.	\$485.00
8.12	10/15/2004		150/216	New Dimension Masonry	5	Site wall clarification and direction on all walls, including walls M, N, O, P, Q, R & planters. Includes all work for all site walls on the entire project.	Architect/Civil Engineer - Drawing conflicts resulted in modified site walls for buildable design.	\$8,000.00
8.13	6/13/2005		307a	McMahon Steel	6	Add sandblasting of steel for beams with added fireproofing from PCO #32.	Architect - Steel was primed since original contract drawings did not require fireproofing. Primer had to be removed prior to fireproofing.	\$6,666.00
8.14	10/28/2005		388	Challenger Sheet Metal	10	Install sheet metal covers at gym clerestory louvers as indicated by architect.	Architect - Too much air transfer in Building B. Air transfer had to be reduced.	\$1,014.00
8.15	12/7/2005		410	Perfection Glass	11	At A1 Library: Change aluminum composite panels to drywall finish.	Sound/Acoustical improvement along with value from credit for deletion of aluminum composite panels.	-\$25,000.00
8.16	11/10/2005		394	Standard Drywall, Inc.	12&14	At women's shower in B121 added furring with tile finish.	Architect - Added furring with tile finish to conceal plumbing coming from ceiling.	\$1,279.00
8.17	11/4/2005		405	Standard Drywall, Inc.	12&14	Change the size of the kick plates for doors A218, A220, F135, F136, and A137.	Architect - Louver on door conflicted with kick plate size specified.	\$126.00

Item #	Date		FF#	Contractor	Bid Pkg	Description	Reason	Amount
	T/Contractor	Bd App'd						
8.18	11/30/2005		406	Standard Drywall, Inc.	12&14	Fireproofing finish to columns at Building B balcony room B222.	Architect - Fireproofing was required, and the resulting change is an aesthetic improvement as well.	\$8,577.00
8.19	12/7/2005		410	Standard Drywall, Inc.	12&14	At A1 Library: Change aluminum composite panels to drywall finish.	Sound/Acoustical improvement along with value from credit for deletion of aluminum composite panels.	\$7,872.00
8.20	12/21/2005		419	Standard Drywall, Inc.	12&14	At Building B elevator machine room, modify door B102 from type A to type F, and provide mechanical ventilation.	Mechanical Engineer - Ventilation was required but not shown.	\$740.00
8.21	3/31/2005		260	Spectra Contract Flooring	15	Building B weight room floor redesigned.	District/Site requested changes in Building B to move weight room location.	\$31,770.00
8.22	3/18/2005		260	ISEC, Inc.	16	Building B weight room floor redesigned.	District/Site requested changes in Building B to move weight room location.	-\$23,318.00
8.23	8/29/2005		259c	Inland Acoustics, Inc.	19	Building A2 theater redesign and rigging changes.	District requested theater building design changes.	\$198,543.00
8.24	11/1/2005		389	ISEC, Inc.	22	Recalculate design and submittals for athletic equipment.	Architect - Resubmittals had to have a different structural system, layout, and calculation performed.	\$561.00
8.25	8/18/2005		344a	Control Air Conditioning Corp.	25	At Building A1 install two air transfers, and delete fire smoke damper and fire alarm tie-in at room A205.	Mechanical Engineer - No return air in mechanical system.	\$955.00
8.26	7/29/2005		334	Steiny and Company, Inc.	26	Delete duct detectors at AC units and smoke detectors and fire alarm monitors at fire dampers.	Electrical Engineer - Duct and smoke detectors were not required.	-\$7,520.00
8.27	11/2/2005		361a	Steiny and Company, Inc.	26	At Building A2 theater provide 8 lightcoves.	Architect - Added lighting and modifications desired for theater.	\$3,392.00
8.28	11/21/2005		403	Steiny and Company, Inc.	26	Provide exhaust fan and ducting for Building A1 telephone room.	Mechanical/Electrical Engineer - Room needed ventilation due to equipment heat load.	\$486.00
							Total Change Order #8	\$304,829.00

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: January 24, 2006

BOARD MEETING DATE: February 2, 2006

PREPARED BY: Simonetta March, Director of Purch./W/hs.
Steve Ma, Executive Director of Business Services
Eric Hall, Associate Superintendent/Business

SUBMITTED BY: Peggy Lynch, Ed.D.
Superintendent

SUBJECT: RESOLUTION AUTHORIZING ENTERING INTO
AN ENERGY SERVICE CONTRACT

EXECUTIVE SUMMARY

Government Code section 4217.10 to 4217.18 authorizes school districts to enter into an energy service contract for implementation of energy related improvements. Proposals from qualified firms capable of complying with the San Diego Gas & Electric's energy program were solicited. Siemens Building Technologies was the only company who responded to the request.

In accordance with the proposal, Siemens Building Technologies analyzed and identified potential mechanical, operational and energy efficiencies at District sites and provided the District with a report of their findings. If the District had funds available in the Deferred Maintenance Fund, the total project cost would be \$2,408,988.00 with a rebate from the San Diego Gas & Electric Company of approximately \$30,884.00 and an estimated annual operational savings of \$63,385.00. Since the Deferred Maintenance Program is not able to fund the entire recommendation at this time, it is recommended that the District enter into an agreement with Siemens Building Technologies to retrofit the air conditioning units and replacing the exhaust and relief fans on the east section of the Torrey Pines High School Academic Building (Building "B"), as well as securing the Division of State Architect's approval and providing construction management services for reroofing the building at a cost of \$564,568.00 (items 4b and 5b on the attached report). The roofing work will be performed under a separate contract. As funding becomes available, the Board of Trustees will be requested to amend the agreement for the remaining work to be performed.

The attached report summarizes the work summary, the San Diego Gas & Electric rebate as well as the anticipated savings.

RECOMMENDATION:

It is recommended that the Board adopt the attached resolution to enter into an energy service contract with Siemens Building Technologies, Inc. for the implementation of certain energy related improvements to District facilities, as described in the attached contract, for an amount of \$564,568.00, and authorize Simonetta March to execute all pertinent documents.

FUNDING SOURCE:

Deferred Maintenance Fund 14-00.

Table 1.1: FIM Benefit Summary and Simple Payback Analysis

FIM #	FIM Description	Annual Energy Savings			Annual Operational Savings (\$)	Total Annual Savings (\$)	Expected SDG&E Incentive (\$)	Implementation Cost (\$)	Simple Payback (Yrs.)
		kWh	kW	\$					
1	Diegueno Lighting	161,815	61	26,699	7,937	34,636	5,664	153,808	4.44
2	Diegueno WAC Replacement	12,353	6	2,038	5,242	7,280	1,650	104,844	14.40
3	TPHS Campus Lighting Retrofit	210,241	63	34,690	8,491	43,181	7,136	252,916	5.86
3a	TPHS Gymnasium	55,414	17	9,143	2,238	11,381	1,881	77,094	6.77
4a	TPHS A/C Retrofit - West	42,621	12	7,032	12,362	19,394	4,829	618,080	31.87
4b	TPHS A/C Retrofit - East	35,616	10	5,877	9,224	15,101	4,252	524,045	34.70
4c	TPHS A/C Retrofit -Admin/Arts/Lecture	46,184	13	7,620	9,151	16,771	5,473	457,555	27.28
5a	TPHS EMCS - West	21,987	-	3,628	1,991	5,619	-	39,811	7.09
5b	TPHS EMCS - East	20,154	-	3,325	1,189	4,514	-	40,523	8.98
5c	TPHS EMCS - Admin/Arts/Lecture	25,958	-	4,283	2,171	6,454	-	43,417	6.73
6	TPHS Domestic Water Upgrades	-	-	8,446	1,933	10,379	-	38,650	3.72
7	TPHS EMCS - Building G	4,840	-	799	1,186	1,985	-	47,459	23.91
8	TPHS EMCS - AV Auditorium	1,100	-	182	270	451	-	10,786	23.91
Total		638,283	182	113,763	63,385	177,148	30,884	2,408,988	13.60

This report reflects our desire to deliver the most cost effective, state-of-the-art, and reliable energy solutions and services. On behalf of the SBT team, we appreciate the opportunity to present this proposal and look forward to working with the SDUHSD team on this mutually beneficial project.

RESOLUTION OF THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
BOARD OF TRUSTEES
AUTHORIZING AN ENERGY SERVICE CONTRACT
WITH SIEMENS BUILDING TECHNOLOGIES, INC.

WHEREAS, Government Code sections 4217.10 to 4217.18 authorize public agencies, including school districts to enter into energy service contracts for the implementation of energy related improvements if the district board finds that it is in the best interests of the district to enter into such energy service contract, and that the anticipated cost to the district for thermal or electrical energy or conservation services provided by the energy conservation facility under the contract will be less than the anticipated marginal cost to the district of thermal, electrical, or other energy that would have been consumed by the district in the absence of those purchases; and

WHEREAS, the cost to the San Dieguito Union High School District for the energy service contract by and between the District and Siemens Building Technologies, Inc., for the implementation of certain energy measures for thermal or electrical energy or conservation services will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in the absence of the implementation of the improvements under the energy service contract.

NOW THEREFORE, THE BOARD OF TRUSTEES OF THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT RESOLVES AS FOLLOWS:

1. The Board finds that it is in the best interests of the San Dieguito Union High School District to enter into an energy service contract with Siemens Building Technologies, Inc., for the implementation of certain energy related improvements to District facilities as described in the attached contract.
2. The Board finds that the anticipated cost to the District for thermal or electrical energy or conservation services provided by the energy conservation facility under the contract will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in the absence of those purchases.
3. The Board hereby approves, and authorizes the execution on behalf of the District of, the energy service contract by and between the San Dieguito Union High School District and Siemens Building Technologies, Inc., in substantially the form attached to this resolution as Exhibit A, with such changes therein as shall be approved by the officer of the District executing the same, for the implementation of certain energy related improvements to District facilities in accordance with these findings and Government Code sections 4217.10 to 4217.18.

PASSED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT THIS 2nd DAY OF February, 2006, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

**AGREEMENT FOR ENERGY CONSERVATION SERVICES
BETWEEN SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
AND SIEMENS BUILDING TECHNOLOGIES #B2006-11**

This Agreement is made and entered into as of _____, 2006 by and between **SAN DIEGUITO UNION HIGH SCHOOL DISTRICT** (hereinafter referred to as the "District"), a public school district organized and operating under California law, and **SIEMENS BUILDING TECHNOLOGIES, INC.**, incorporated in **DELAWARE** and operating in California as a corporation (hereinafter referred to as "Siemens").

RECITALS

- A. San Diego Gas & Electric ("SDG&E") offers a program, , entitled the "Local Nonresidential Customer Energy Savings Bid Program" ("Program") through which nonresidential customers may apply for SDG&E funds to be applied towards measures for increasing the energy efficiency of their nonresidential premises.
- B. Pursuant to an energy audit conducted for the purpose of submitting a Program bid to SDG&E on behalf of the District, Siemens has identified lamps, lenses and heating, ventilating and air conditioning ("HVAC") units at various District sites which should be replaced in order to maximize energy efficiency of District facilities.
- C. In accordance with the timely bid submitted to SDG&E by Siemens, the District is in need of professional services for the following projects: providing energy conservation services, including but not limited to, designing new configurations for HVAC units, lenses and lamps ("Project Equipment") identified by Siemens in the Program bid which require replacement to maximize energy conservation in the District and undertaking a competitive selection process for purchasing and installing the appropriate Project Equipment ("Project").
- D. Siemens is an experienced provider of energy conservation services and is duly licensed and has all the necessary qualifications under California law to provide the services required for the Project.
- E. After undertaking a competitive Request for Proposals process, the District has determined that Siemens is most qualified to provide the required services for the Project at the best value to the District.
- F. The cost of the entire project, as described in Siemens' "Project Implementation Proposal" is \$2,408,988.00. Due to District's budgetary constraints, it is agreed that the project as described in the "Project Implementation Proposal", Exhibit A-1, be completed in phases. The first phase has been identified as the Torrey Pines High School Air Conditioning Retrofit-East (FIM #4b of Exhibit D and the Torrey Pines High School Energy Management Control System-East (FIM #5b of Exhibit D), at an

implementation cost of \$564,568.00, with the SDG&E incentive currently estimated to be \$4,252.00. The District shall fund the full cost of this phase (\$564,568.00), which will be paid directly to Siemens.

Siemens shall procure an incentive from SDG&E for the project in accordance with the program described in item A above. The incentive is currently estimated to be \$30,884.00 for the entire project and \$4,252 for the first phase. Siemens will submit necessary documentation to SDG&E on behalf of the District to facilitate the incentive payment to the District.

It is understood that the District, prior or during the installation of the identified equipment, may have associated work performed under District contract that supports the project. Siemens will coordinate this work with the work to be performed by Siemens.

Since the timing of completing the remaining items listed on Exhibit D has not been identified, the District recognizes that the cost as stated on the Exhibit may be higher than stated. As funds become available to complete the remaining work, Siemens will provide the work upon a mutually agreed upon cost taking into consideration the adjusted value due to inflation. Future phases will be addressed via an addendum to this master agreement.

- G. The parties desire by this Agreement to establish the terms for District to retain Siemens to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services. Siemens shall provide District with the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein.
2. Total Project Cost / Siemens Compensation.
 - a. Total Project Cost. The total estimated cost for all Project phases is \$2,408,988.00 (the "Total Project Cost"). Due to budgetary constraints, the Total Project will be completed in phases, the first phase being the Torrey Pines High School Air Conditioning Retrofit-East and the Torrey Pines High School Energy Management Control System, the total cost of which is \$564,568. Future phases will be addressed via an addendum to this master agreement. The Total Cost of each phase shall include Project Equipment costs, Project Equipment installation costs, and any fees related required inspection services, such as plan check fees, although the District shall be responsible for retaining and compensating the inspector for his or her inspection services, if applicable. The parties agree that Siemens bears all risk in the event the actual costs associated with the Project Phase, including all costs associated with the purchase and installation of the Project Equipment, exceed each Phase of the Total Project. If Siemens exceeds

the Total Project Cost for each identified Phase without the District's written approval, Siemens shall complete the Project Phase as required therein and the District shall be under no obligation to pay amounts that exceed the Total Project Cost for the Phase.

b. Siemens' Compensation. The District's compensation to Siemens for the services provided under this Agreement shall be billed on a monthly basis for work completed during the preceding month up to 90% of the total contract value for each phase. Ten percent (10%) will be held as retention on the project as outlined in Public Contract Code Section 7107. If Siemens exceeds the Total Project Cost, set forth above, without the District's written approval, Siemens shall complete the Project as required herein and the District shall be under no obligation to pay any additional amounts to Siemens as compensation for services provided under this Agreement.

c. Payment Address. The District shall make payment to Siemens at the address listed below:

Siemens Building Technologies
9835 Carroll Centre Road, Ste 100
San Diego, CA 92126

d. Prepayment and Late Payment. There will be no penalty for early payment. The District shall have up to thirty (30) calendar days of receiving a bill from Siemens in which to remit payment. In the event the required payment becomes more than 180 days past due, Siemens will consider the District to be in default under the Agreement and all amounts due will become due and payable immediately. In addition to collecting the balance due, Siemens shall be entitled to any and all costs incurred, including but not limited to reasonable attorney fees, to collect the balance due under this agreement.

e. Payment Schedule. Siemens shall invoice the District on a progress payment basis in accordance with the attached Schedule of Values (Exhibit D).

f. Additional Work. If changes in the work seem merited by the District or Siemens, and informal consultations with the other party indicate that a change is warranted, it shall be processed by in the following manner: a letter outlining the changes shall be forwarded to the District by Siemens with a statement of estimated changes in fee or time schedule. An amendment to the Agreement shall be prepared by the District and executed by both parties before performance of such services or the District will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

3. Maintenance of Records. Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Siemens and made available

at all reasonable times during the Agreement period and for four (4) years from the date of final payment under the Agreement for inspection by the District.

4. Time of Performance. Siemens shall complete the each Phase of the Project in a prompt and timely manner and shall commence performance upon receipt of a written Notice to Proceed from the District. The Notice to Proceed shall indicate the number of allowable days to complete the Project Phase.
5. Delays in Performance.
 - a. Neither the District nor Siemens shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.
 - b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.
6. Compliance with Law.
 - a. Siemens shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government.
 - b. Siemens shall obtain and maintain all permits required of Siemens by Federal, State and local regulatory agencies.
 - c. Siemens shall assist the District in obtaining and maintaining all permits required of District for the Project by Federal, State and local regulatory agencies.
7. Standard of Care. Siemens' services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.
8. Assignment and Sub-Contracting. Siemens shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason. Nothing contained herein shall prevent Siemens from employing independent associates, and sub-contractors, as Siemens may deem appropriate to assist in the performance of services hereunder.
9. Independent Contractor. Siemens is retained as an independent contractor and is not an employee of the District. No employee or agent of Siemens shall become an employee of the District. The work to be performed shall be in accordance with the work described in

Exhibit A, subject to such directions and amendments from the District as herein provided.

10. Integration. This Agreement represents the entire understanding of the District and Siemens as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

11. Insurance. Siemens shall not commence work under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section. In addition, Siemens shall not allow any subcontractor or any Project Equipment suppliers or installation contractor(s), to commence work on any subcontract or contract, Project Equipment supply or installation contract, until it has provided evidence satisfactory to the Siemens that the subcontractor, Project Equipment supplier or installation contractor, has secured all insurance required under this Section. Siemens shall indemnify and hold the District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure of subcontractor to secure insurance required by this Section.
 - a. Commercial General Liability
 - (i) Siemens shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.
 - (ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:
 - (1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)
 - (iii) Commercial General Liability Insurance must include coverage for the following:
 - (1) Bodily Injury and Property Damage
 - (2) Personal Injury/Advertising Injury
 - (3) Premises/Operations Liability
 - (4) Products/Completed Operations Liability
 - (5) Aggregate Limits that Apply per Project
 - (6) Explosion, Collapse and Underground (UCX) exclusion deleted
 - (7) Contractual Liability with respect to this Agreement
 - (8) Broad Form Property Damage
 - (9) Independent Contractors Coverage

- (iv) All such policies shall name the San Dieguito Union High School District, the board and each member of the board, its officers, employees, agents and the District designated volunteers as Additional Insured under the policy. District shall be provided with an additional insured endorsement.
- (v) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District.

b. Automobile Liability

- (i) At all times during the performance of the work under this Agreement Siemens shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.
- (ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto).
- (iii) The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by the District.
- (iv) All such policies shall name the San Dieguito Union High School District, the board and each member of the board, its officers, employees, agents and designated volunteers as Additional Insureds under the policies. District shall be provided with an additional insured endorsement.

c. Workers' Compensation/Employer's Liability

- (i) At all times during the performance of the work under this Agreement and for 24 months following the date of Project completion and acceptance by the District, Siemens shall maintain workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts indicated herein.
- (ii) If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District.
- (iii) Before beginning work, Siemens shall furnish to the District satisfactory proof that he/she has taken out for the period covered by the work under this Agreement, full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this

Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof. Siemens shall require all sub-contractors to obtain and maintain, for the period covered by the work under this Agreement, worker's compensation of the same type and limits as specified in this Section.

d. Professional Liability (Errors and Omissions).

- (i) At all times during the performance of the work under this Agreement, Siemens shall maintain professional liability insurance, in a form and with insurance companies acceptance to the District and in an amount indicated herein. Notwithstanding any, Professional Liability Insurance shall only be required from Siemens.

e. Minimum Policy Limits Required

- (i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and \$2,000,000 aggregate (errors and omissions)

f. Evidence Required

- (i) Prior to execution of the Agreement, Siemens shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Accord Form 25-S or equivalent). All evidence of insurance shall be signed by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

- (i) All policies shall contain a provision for 30 days advance written notice by the insurer(s) to the District of any cancellation. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on certificates.
- (ii) All policies shall contain a provision stating that Siemens' policies are primary insurance and that the insurance of the District or any named insureds shall not be called upon to contribute to any loss.

h. Qualifying Insurers

- (i) All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the following minimum requirements:
- (ii) Insurance carriers shall be authorized by the Department of Insurance, State of California, to do business in California and maintain an agent for process within the state. Such insurance carrier shall have not less than an "A-" policyholder's rating and a financial rating of not less than "Class VII" according to the latest A.M. Best Key Rating Guide or as otherwise approved by the District.

i. Additional Insurance Provisions

- (i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Siemens, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Siemens pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.
- (ii) If at any time during the life of the Agreement, Siemens fails to maintain in full force any insurance required by the Agreement documents the District may terminate the Agreement.
- (iii) Siemens shall include all sub-contractors as insureds under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for sub-contractors shall be subject to all of the requirements stated herein.
- (iv) The District may require Siemens to provide complete copies of all insurance policies in effect for the duration of the Project.
- (v) Neither the District, nor the board, nor any member of the board, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Agreement.

(vi) Insurance certificates shall be attached hereto as Exhibit B.

12. Indemnification. Siemens agrees to protect, save, defend and hold harmless the District and its Board and each member of the Board, officers, agents and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, to the extent arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Siemens, Siemens' agents, officers, employees, subcontractors, any Project Equipment suppliers or installation contractor(s) or independent contractors hired by Siemens under this Agreement. In addition, Siemens shall indemnify the District against any and all claims brought against the District by any subcontractor or any Project Equipment suppliers or installation contractor(s). The only exception to Siemens' responsibility to protect, save, defend and hold harmless the District is due to the sole negligence, willful misconduct or active negligence of the District. This indemnification provision shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Siemens.

Anything herein notwithstanding, in no event shall either District or Siemens be liable to the other part for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages and, in any event, Siemens' aggregate liability for any and all claims, losses or expenses arising out of this agreement, or out of any goods or services furnished under this agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability, shall be limited to the less of \$1,000,000 or the total compensation received by Siemens under this agreement.

13. California Labor Code Requirements. Siemens is aware of the requirements of California Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Siemens agrees to fully comply with such Prevailing Wage Laws, if applicable. Siemens shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon Siemens and all subcontractors, Project Equipment suppliers and installation contractor(s) to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.
14. Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated

in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

15. Termination or Abandonment.

- a. This Agreement shall automatically terminate should SDG&E reject the Program Bid submitted by Siemens and not award any Program funds to Siemens for this Project without any further obligation on the part of the District or Siemens. District shall not be obligated to reimburse Siemens for any costs associated with this Agreement should Siemens fail to obtain funding from SDG&E.
- b. The District has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Siemens. In such event, the District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. The District shall pay Siemens the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by the District and Siemens of the portion of such task completed but not paid prior to said termination. The District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Siemens shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.
- c. Siemens may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to the District only in the event of substantial failure by the District to perform in accordance with the terms of this Agreement through no fault of Siemens.

16. Documents. All original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the District.

17. Notice. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

District:

Siemens:

San Dieguito Union High School District
710 Encinitas Blvd.

Siemens Building Technologies, Inc.
9835 Carroll Center Road #100

Vista, CA 92084

San Diego, CA 92126

Attn.: Simonetta March

Attn.: _____

and shall be effective upon receipt thereof.

- 18. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and Siemens.
- 19. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

SIEMENS BUILDING TECHNOLOGIES, INC.

By: _____
Name: Simonetta March
Title: Director of Purchasing/Warehousing

By: _____
Name: _____
Title: _____

EXHIBIT A

PROPOSED SCOPE OF WORK

Siemens will be expected to design the Project and undertake the appropriate competitive process to select the Project Equipment supplier and/or installation contractor and undertake all requisite activities on behalf of the District. Siemens shall provide qualified and experienced staff, such as project managers, engineers, and alternative energy experts, to assist the District as described within the Scope of Work delineated below.

Siemens' Scope of Work for the Project shall include the following:

1. **General Project Description:** Pursuant to the audit conducted for the purpose of submitting a Program bid to SDG&E, Siemens has identified which lamps, lenses and heating, ventilating and air conditioning ("HVAC") units must be replaced at various District sites in order to maximize energy conservation in the District. Siemens shall design new configurations for HVAC units, where applicable and shall provide any other required design modifications with respect to lamps and lenses required to improve energy efficiency as set forth in the Program bid. Siemens shall then undertake a competitive selection process for purchasing and installing the appropriate lamps, lenses and HVAC units, including but not limited to T-8 lamps for District sites. Siemens shall oversee the selection and installation of Project Equipment and shall ensure that the installation of the Project Equipment is completed in a timely manner and in conformance with the Program requirements and the Project plans and specifications.
2. Phase I Scope of Work:

 FIM-4b
 - a. Remove and properly dispose of eight (8) packaged air conditioning units located on the academic building (Building "B"). Please refer to pages M2.2, and M2.3 in the design build drawing package included with this project implementation proposal.
 - b. Provide six (6) new Carrier ACU. The new units will come equipped with the following features / options.
 - (i) Sloped and cross-broken roof for proper drainage.
 - (ii) Non-fused disconnect.
 - (iii) Galvanized steel enclosure for outdoor installation.
 - (iv) Fully modulating outside air economizer (includes new DDC actuated outside air and return air dampers)
 - (v) Field fabricated curb.

- c. Provide two (2) new **Aaon (or equivalent)** ACU. The new units should come equipped with the following features / options.
 - (i) Slide out blower assembly.
 - (ii) Notched blow drive belts.
 - (iii) Galvanized steel enclosure for outdoor installation.
 - (iv) Fully modulating outside air economizer (includes new DDC actuated outside air and return air dampers)
 - (v) Stainless steel drip pan.
 - (vi) Field fabricated curb.
- d. Provide nine (9) new exhaust fans and nine (9) new relief vents. Unit sizes / capacity to match existing.
- e. Provide the district with DSA approved drawings.
- f. Provide construction management and oversight of district's roofing contractor.

FIM-5b

- a. Install a Siemens Apogee Energy Management Control System to provide control for the eight new packaged ACU.
 - b. Interconnect the new EMCS at Torrey Pines with the existing District-Wide EMCS.
3. **Comply with SDG&E Program and Funding Requirements:** Siemens has completed and submitted the San Diego Gas & Electric Local Nonresidential Customer Energy Savings Bid Program Bid on behalf of the District. Siemens shall enter into all required contracts, applications and submit all required documents in order to receive Program funds from SDG&E on behalf of the District. Siemens shall assist the District with all requirements of the Program as administered by SDG&E.
4. **Design Phase and Selection of Project Equipment**
- a. **Design:** Siemens shall utilize the latest proven energy technology in designing the Project and selecting the Project Equipment to be purchased and installed. Siemens shall develop Project design documents and provide recommendations to the District on site use and improvements, selection of materials, building systems and equipment and methods of Project delivery. Siemens shall ensure that the Project design meets all applicable State requirements and local codes

and specifications, including but not limited to Division of the State Architect (“DSA”) specifications. Siemens shall provide a preliminary evaluation of the Project and the Project budget requirements and prepare preliminary estimates of Project costs based on early schematic designs and other standards as applicable. Siemens shall also assist the District in achieving mutually agreed upon budget requirements as well as provide the District with cost evaluations of alternative materials and systems. Siemens will work with the District’s Architect, should the District determine that an architect is needed for the work, to ensure that the Project Equipment and associated work performed under District contract that supports the project is correctly and adequately designed to provide the optimum performance. Siemens will be required to pay any administrative costs associated with the District’s Architect, such as plan check fees; however, District shall retain Architect should the District determine that an architect is needed for the work. In addition, Siemens’ Engineer shall ensure that any necessary building modifications are practical, efficient and will not interfere with any building warranties which may be applicable.

- b. **Selection of Project Equipment:** Siemens shall utilize a competitive process for selecting the Project Equipment, taking into consideration the price, cost savings, technical expertise, warranties, acceptable safety record, experience, qualifications, cost savings, project schedule estimates, features, and functions when designing and selecting the appropriate system. All Project Equipment purchased shall be subject to the prior written approval of the District. Utilizing a competitive process to provide the best value to the District under this Agreement, Siemens shall purchase, on behalf of the District, all Project Equipment required for the Project. Prior to purchasing the Project Equipment, Siemens shall investigate the installation requirements of the Project Equipment to ensure that the District receives all applicable Project Equipment warranties and installation warranties following the completion of the Project. Siemens shall ensure the Project Equipment used meets or exceeds all requirements as set forth by the Program as well as any other agency which may have jurisdiction over the Project. Siemens shall work with the District to ensure that the selected Project Equipment meets all applicable specifications as set forth by the DSA as well as those of any other agency which may have jurisdiction over the Project.
- c. **Delivery and Storage of Materials:** Siemens shall arrange for delivery and storage, protection and security for all Project Equipment, until such items are installed. Any costs associated with such arrangement, shall be borne by Siemens. Siemens shall also coordinate with the appropriate installation contractor as described further in Section 4(a) below who is responsible for the installation of such Project Equipment.

5. **Installation Work**

- a. **Selection of Installer(s):** Siemens shall utilize a competitive process for selecting the installation contractor(s) for the Project Equipment, taking into consideration the price, technical expertise, skilled labor force availability,

warranties, acceptable safety record, experience, qualifications, cost savings, and project schedule estimates. Siemens shall coordinate all documents pertaining to the installation of the Project Equipment, including, without limitation, drawings and specifications, bid documents, construction contracts and general, supplementary and special conditions, etc. (collectively, the "Contract Documents"). District shall provide, and Siemens will reference the District's standard public works contract within Siemens's standard subcontract item S-100, for all Project Equipment installation contracts between Siemens and the Project Equipment installation contractor(s), to ensure that Siemens and the Project Equipment installation contractor(s) comply with all public contracting requirements, including but not limited to applicable Labor Code and Public Contract Code provisions. The District shall not be a party to any of such Project Equipment installation contracts. As part of the requirements for public works contracts, Siemens shall require its Project Equipment installation contractor(s) to submit Payment and Performance Bonds in accordance with the District's public work contract specifications. Such bonds, submitted by the Project Equipment installation contractor(s) shall name the District, as well as Siemens, as a beneficiary. Siemens shall not allow any Project Equipment installation work to proceed on the Project until all the Project Equipment installation contractor(s) have submitted the required bonds, naming the District as a beneficiary.

- (i) **Separation of Work.** Siemens shall separate the Project into effective and efficient contracts for various categories of work, if deemed necessary by Siemens. This requires Siemens to review the drawings and specifications to provide that (1) the work of the contractors is coordinated; (2) all requirements for the Project have been assigned to the appropriate separate contract; and (3) the likelihood of jurisdictional disputes have been minimized. Siemens shall also review and coordinate work performed under District contract that supports the project.
- b. **Submittal of Reports and Documents:** In conjunction with the District, Siemens shall provide and submit all appropriate energy conservation documents, reports, etc., as required by applicable federal, state and local laws, rules or regulations and as required by the SDG&E Program or other applicable funding sources.
- c. **Attendance at Meetings:** Siemens shall attend internal and public meetings as required, including site meetings and District meetings as required and directed.
- d. **Facilitate Work Coordination:** Siemens shall provide administrative, management and related services as required to coordinate work of the installation contractor(s), to complete the District's objectives for cost, time and quality. This requires Siemens to provide sufficient organization, personnel and management to carry out the requirements of this Scope of Work.
- e. **Installation Oversight:** Siemens shall require satisfactory performance from each of the Project Equipment installation contractor(s) and ensure that the

Project Equipment is installed in accordance with the plans and specifications. Siemens shall be responsible for the installation means, methods, techniques, sequences and procedures employed by the Project Equipment installation contractor(s).

- f. **Records:** Siemens shall keep (and provide the District and others with access to the Project) one record copy of all plans, drawings, specifications and other Contract Documents for the Project, including, without limitation, addenda, change orders, Titles 17, 19, 21 and 24 of the California Code of Regulations, the most recent edition of the California Building Code, and the prevailing wage rate tables, which are all part of the Contract Documents, on the Project Premises at all times during the progress of the Project.
- g. **Installation Costs:** Siemens shall be responsible for reviewing and reconciling each of the installation contractor's schedule of values for the purpose of revising and refining the approved estimate of Project costs. Further, Siemens shall incorporate approved changes as they occur, and develop cash flow reports and financial forecasts as needed by the District.
- h. **Permits:** Siemens shall assist in obtaining building permits and special permits (if needed in the jurisdiction) for permanent improvements, excluding permits required to be obtained directly by the Project Equipment installation contractor(s) and verify that the District has paid applicable fees and assessments. Siemens shall otherwise obtain the requisite approvals and permits as set forth in Section 8 of this Agreement.

6. **School Security**

- a. The District's administration may require that the Siemens immediately remove from any of the Premises or District property any employee, vendor or sub-contractor whom the administration or other on-site school personnel deem to be incompetent, careless, or otherwise objectionable.
- b. Siemens shall not utilize, in the performance of this Agreement, any laborer or employee who has been convicted of a violent crime or a crime of such nature (such as child-related offenses) that would categorize the person as being unsuitable for working around school children, or has engaged in such conduct, in the last five years, as to be similarly categorized. Suitability shall be determined by performance of security/background checks (as are necessary in light of the potential of contact with the District's students, staff, property, or sensitive records maintained at the Premises) by Siemens on all employees or sub-contractors utilized in the performance of the work.
- c. Siemens shall comply with the applicable requirements of Education Code Sections 45125.1 and 45125.2 with respect to fingerprinting of employees, subcontractors, Project Equipment suppliers and Project Equipment installers who may have contact with the District's pupils. Siemens shall also ensure that

its subcontractors, Project Equipment suppliers and Project Equipment installers also comply with the applicable requirements of Sections 45125.1 and 45125.2. To this end, Siemens and its subcontractors, Project Equipment suppliers and Project Equipment installers must provide for the completion of the certification form, attached hereto as Exhibit "C" and incorporated herein by reference, prior to any of their respective employees coming into contact with the District's pupils.

- d. When there is reasonable doubt regarding a particular person's suitability, Siemens may make a request through the District's administration for an approval/opinion prior to the individual beginning work. Siemens shall submit to the District copies of all security/background checks up to one (1) year after completion of the specific project, along with a certification that each employee or agent that will come into contact with students or enter a campus has been properly cleared by the Department of Justice. Failure to complete or submit any required security/background check requested by the District may, at the election of the District, result in immediate removal of the worker by the District without further redress against the District, or any other available legal or contractual rights or remedies.
- e. Siemens, including without limitation its laborers and employees, shall not fraternize or otherwise communicate with students except in cases of safety and like necessities.
- f. Siemens shall not allow any laborer or employee to wear objectionable clothing or caps/hats with other than company logo (objectionable clothing will be determined by the District's on-site personnel) or use profanity in any manner while on District property.
- g. Siemens shall ensure that laborers and employees fully comply with all District policies/regulations pertaining to restrictions that may affect anyone on District-owned property.

7. **Project Close Out**

- a. **Close-Out Material:** Immediately upon the District's approval of completion of the Project, and in addition to any additional submittals required by this Agreement, Siemens shall collect and submit the following close-out documentation to the District:
 - (i) Operations and maintenance data for Project Equipment as required by the Contract Documents for the Project (including, without limitation, two (2) complete sets of manuals containing manufacturers' instructions on the operation of each item and apparatus furnished under such Contract Documents);

- (ii) Record drawings for the Project showing, among other things, deviations from the original plans and drawings for the Project made during construction, details in the construction not previously shown on such plans or drawings, changes to existing conditions or existing conditions found to differ from those shown on the original plans and drawings, the actual installed position of Project Equipment, piping, conduits, light switches, electric fixtures, circuiting, ducts, dampers, access panels, control valves, drains, openings and stub outs, and such other information as the District may reasonably request from time to time;
 - (iii) Warranties and bonds for Project Equipment put into service;
 - (iv) Tools, spare parts and maintenance materials, including keys, if applicable;
 - (v) A list of all Project Equipment installers, vendors and materialmen, in a formal, adequately bound, catalogued form, which shall include the names, addresses, telephone numbers and fax numbers of such persons, and shall further include notices as to where pertinent persons can and may be reached for emergency service, inclusive of nights, weekends and holidays; and
 - (vi) All guaranties and warranties from the installation contractor(s) as required by the Project Equipment installation contracts for the Project.
- b. **Additional Duties:** In addition to all services, obligations and responsibilities of Siemens set forth above, Siemens, in conjunction with the District, shall provide all required documentation and services required for the completion of the Project for the purposes of receiving funding through the Program administered by the SDG&E or other funding sources.

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: January 25, 2006

BOARD MEETING DATE: February 2, 2006

PREPARED BY: Eric J. Hall, Associate Superintendent, Business

SUBMITTED BY: Peggy Lynch, Ed.D., Superintendent

SUBJECT: APPROVAL OF BUSINESS REPORTS

EXECUTIVE SUMMARY

Please find the following business reports submitted for your approval:

- a) Purchase Orders
- b) Instant Money
- c) 2004 Bond Release

RECOMMENDATION:

It is recommended that the Board approve the following business reports: a) Purchase Orders, b) Instant Money, and c) 2004 Bond Release.

FUNDING SOURCE:

Not applicable

jr
Attachments

AGENDA ITEM: 17 A-C

SAN DIEGUITO UNION HIGH
FROM 01/11/06 THRU 01/24/06

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
262735	01/11/06	03	L B CONCRETE	025	OTHER SERV.& OPER.EX	\$3,000.00
262736	01/11/06	03	CREATIVE FENCE COMPA	025	LAND IMPROVEMENTS	\$5,540.80
262737	01/11/06	03	SAN DIEGO COUNTY VEC	025	FEES - ADMISSIONS, T	\$222.04
262738	01/11/06	06	AMAZON.COM	013	MATERIALS AND SUPPLI	\$350.73
262739	01/11/06	03	SPORT STRIPING	025	REPAIRS BY VENDORS	\$4,500.00
262740	01/11/06	06	DYNAVOX SYSTEMS, INC	030	REPAIRS BY VENDORS	\$357.50
262741	01/11/06	03	D.A.D. ASPHALT	025	S, LD, BUILD IMPRV \$	\$4,250.00
262742	01/11/06	06	SANDCASE	030	CONFERENCE,WORKSHOP,	\$120.00
262743	01/11/06	03	C A S B O	021	CONFERENCE,WORKSHOP,	\$20.00
262744	01/11/06	03/06	SAN DIEGO CO SUPERIN	032	CONFERENCE,WORKSHOP,	\$575.00
262745	01/11/06	03	A C S A/FOUNDATION F	023	CONFERENCE,WORKSHOP,	\$345.00
262746	01/11/06	06	SAN DIEGO CO SUPERIN	010	CONFERENCE,WORKSHOP,	\$130.00
262747	01/11/06	21-09	AARDVARK	014	MATERIALS AND SUPPLI	\$991.30
262748	01/11/06	06	SKILLPATH INC	032	CONFERENCE,WORKSHOP,	\$199.00
262749	01/12/06	03	A C T	010	MATERIALS AND SUPPLI	\$1,728.00
262750	01/12/06	03	JUNIOR LIBRARY GUILD	013	MATERIALS AND SUPPLI	\$418.20
262751	01/12/06	06	SAN DIEGO MACHINERY	033	OTHER SERV.& OPER.EX	\$1,016.00
262752	01/12/06	03	CORPORATE EXPRESS	013	OFFICE SUPPLIES	\$247.83
262754	01/12/06	03	CORPORATE EXPRESS	024	OFFICE SUPPLIES	\$164.64
262755	01/12/06	06	ALTA BOOK CENTER	024	MATERIALS AND SUPPLI	\$29.73
262756	01/12/06	06	POSITIVE PROMOTIONS,	008	MATERIALS AND SUPPLI	\$163.91
262757	01/12/06	06	CORPORATE EXPRESS	008	MATERIALS AND SUPPLI	\$66.59
262758	01/12/06	03	MAGDALENA ECKE FAMIL	010	RENTS & LEASES	\$5,487.00
262759	01/12/06	21-09	NILFISK - ADVANCE AM	014	NON CAPITALIZED EQUI	\$2,753.40
262760	01/12/06	03	OFFICE DEPOT	026	OFFICE SUPPLIES	\$55.99
262761	01/12/06	03	OFFICE DEPOT	014	MATERIALS AND SUPPLI	\$191.76
262762	01/12/06	03	AMAZON.COM	014	MATERIALS AND SUPPLI	\$107.74
262763	01/12/06	21-09	OFFICE DEPOT	014	MATERIALS AND SUPPLI	\$118.97
262764	01/12/06	03	OFFICE DEPOT	014	MATERIALS AND SUPPLI	\$152.37
262765	01/12/06	03	SAN DIEGUITO UHSD CA	003	MATERIALS AND SUPPLI	\$243.75
262766	01/12/06	03	CORPORATE EXPRESS	035	OFFICE SUPPLIES	\$32.00
262767	01/12/06	03	CORPORATE EXPRESS	020	OFFICE SUPPLIES	\$113.63
262768	01/13/06	03	C S B A	020	CONFERENCE,WORKSHOP,	\$360.00
262769	01/13/06	06	US BANK	004	CONFERENCE,WORKSHOP,	\$714.40
262770	01/17/06	06	C L M S/C L H S	004	CONFERENCE,WORKSHOP,	\$762.00
262771	01/17/06	06	SAN DIEGO CO SUPERIN	013	CONFERENCE,WORKSHOP,	\$115.00
262772	01/17/06	03	NOVELL INC	035	REPAIRS BY VENDORS	\$2,138.00
262773	01/17/06	03	DEMCO INC	014	MATERIALS AND SUPPLI	\$512.21
262774	01/17/06	03	XEROX CORPORATION	022	RENTS & LEASES	\$1,811.01
262775	01/17/06	06	A G S	003	MATERIALS AND SUPPLI	\$906.65
262776	01/17/06	03	ROYAL BUSINESS GROUP	014	MATERIALS AND SUPPLI	\$32.33
262777	01/17/06	06	THOMSON LEARNING DIS	005	MATERIALS AND SUPPLI	\$535.85
262778	01/17/06	06	THOMSON LEARNING DIS	005	MATERIALS AND SUPPLI	\$647.63
262779	01/17/06	03	TROXELL COMMUNICATIO	005	SOFTWARE/DP SUPPLIES	\$2,211.44
262781	01/17/06	03	C D W G.COM	005	SOFTWARE/DP SUPPLIES	\$1,724.00
262782	01/17/06	03	E S R I	036	LIC/SOFTWARE	\$259.69
262784	01/17/06	06	JUNIOR LIBRARY GUILD	005	MATERIALS AND SUPPLI	\$299.31
262785	01/17/06	21-09	CHINESE CLAY ART COM	014	MATERIALS AND SUPPLI	\$33.62
262786	01/17/06	21-09	FACTS ON FILE	014	BKS&MEDIA 4 NEW OR E	\$10,875.89
262787	01/18/06	11	ARENSON OFFICE FURNI	009	MATERIALS AND SUPPLI	\$390.06
262788	01/18/06	11	HOME DEPOT	009	MATERIALS AND SUPPLI	\$284.46
262789	01/18/06	06	SAN DIEGO CENTER FOR	030	OTHER CONTR-N.P.S.	\$1,150.00
262790	01/18/06	06	KEYSTONE SCHOOLS	030	OTHER CONTR-N.P.S.	\$29,765.68
262791	01/18/06	21-09	CHELSEA HOUSE PUBLIS	014	BKS&MEDIA 4 NEW OR E	\$9,323.74
262792	01/18/06	06	SAM & ROSE STEIN EDU	030	OTHER CONTR-N.P.S.	\$37,887.70

SAN DIEGUITO UNION HIGH
FROM 01/11/06 THRU 01/24/06

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
262793	01/18/06	06	NEW BRIDGE SCHOOL	030	OTHER CONTR-N.P.S.	\$24,971.96
262794	01/18/06	03/06	PROQUEST	005	MATERIALS AND SUPPLI	\$7,230.00
262795	01/18/06	21-09	SEHI-PROCOMP COMPUTE	014	MATERIALS AND SUPPLI	\$185.22
262796	01/18/06	03	B AND H PHOTO-VIDEO-	012	MATERIALS AND SUPPLI	\$150.80
262797	01/19/06	25-18	PATHWAY COMMUNICATIO	035	NEW CONSTRUCTION	\$5,246.18
262798	01/19/06	03	XEROX CORPORATION	005	DUPLICATING SUPPLIES	\$105.60
262799	01/19/06	03	OFFICE DEPOT	010	MATERIALS AND SUPPLI	\$24.64
262800	01/19/06	03	ONE STOP TONER AND I	013	MATERIALS AND SUPPLI	\$43.09
262807	01/19/06	03	SAN DIEGO CO SUPERIN	024	PRINTING	\$5,230.00
262808	01/19/06	03	SUNDOWN LIGHTING INC	025	REPAIRS BY VENDORS	\$1,463.65
262809	01/19/06	03	STAPLES STORES	008	MATERIALS AND SUPPLI	\$79.33
262810	01/19/06	03	TENCER LASER & COMPU	008	MATERIALS AND SUPPLI	\$64.65
262811	01/19/06	03	BLICK, DICK (DICK BL	008	MATERIALS AND SUPPLI	\$288.97
262812	01/19/06	03	STAPLES STORES	008	MATERIALS AND SUPPLI	\$71.09
262813	01/19/06	03	RHINO ART COMPANY IN	008	MATERIALS AND SUPPLI	\$72.73
262814	01/19/06	03	TEACHER'S DISCOVERY	008	MATERIALS AND SUPPLI	\$300.77
262815	01/19/06	03	OCEANSIDE PHOTO & TE	008	MATERIALS AND SUPPLI	\$799.53
262817	01/19/06	03	TROXELL COMMUNICATIO	008	MATERIALS AND SUPPLI	\$121.34
262820	01/19/06	03	OFFICE DEPOT	008	MATERIALS AND SUPPLI	\$37.67
262821	01/19/06	03	OFFICE DEPOT	024	OFFICE SUPPLIES	\$50.00
262822	01/19/06	03	BARNES & NOBLE BOOKS	008	MATERIALS AND SUPPLI	\$300.00
262823	01/19/06	06	BALLARD AND TIGHE PU	012	TEXTBOOKS	\$765.38
262824	01/19/06	06	SOPRIS WEST	008	MATERIALS AND SUPPLI	\$412.97
262827	01/19/06	03	UNITED HEALTH SUPPLI	008	MATERIALS AND SUPPLI	\$41.43
262829	01/19/06	03	SEHI-PROCOMP COMPUTE	008	MATERIALS AND SUPPLI	\$164.86
262830	01/19/06	03	SCHOOL NURSE SUPPLY	012	PLUMBING SUPPLIES	\$61.07
262831	01/20/06	03	GREAT SCOTT TREE SER	025	OTHER SERV.& OPER.EX	\$7,766.50
262833	01/20/06	06	G S D M C	032	CONFERENCE,WORKSHOP,	\$120.00
262834	01/20/06	06	SAN DIEGO CO SUPERIN	032	CONFERENCE,WORKSHOP,	\$30.00
262835	01/20/06	06	SAN DIEGO CO SUPERIN	005	CONFERENCE,WORKSHOP,	\$400.00
262836	01/20/06	25-19	NORTH COUNTY TIMES	036	ADVERTISING	\$123.00
262837	01/20/06	03	SAN DIEGO CO SUPERIN	030	CONFERENCE,WORKSHOP,	\$210.00
262838	01/23/06	06	SCHOLASTIC INC	024	MATERIALS AND SUPPLI	\$9,396.45
262839	01/23/06	03	ROYAL BUSINESS GROUP	010	MATERIALS AND SUPPLI	\$77.58
262840	01/23/06	03	WARD'S NATURAL SCIEN	010	MATERIALS AND SUPPLI	\$15.32
262843	01/23/06	03	OFFICE DEPOT	013	MATERIALS AND SUPPLI	\$107.32
262844	01/23/06	11	OFFICE DEPOT	009	MATERIALS AND SUPPLI	\$97.30
262845	01/23/06	11	TARGET	009	MATERIALS AND SUPPLI	\$70.03
262846	01/23/06	03	AMAZON.COM	010	MATERIALS AND SUPPLI	\$207.93
262848	01/23/06	03	EXPRESS PRINT	005	PRINTING	\$759.64
262849	01/23/06	03	TEACHER'S DISCOVERY	010	MATERIALS AND SUPPLI	\$274.05
262850	01/23/06	13	OFFICE DEPOT	031	MATERIALS AND SUPPLI	\$33.39
262852	01/23/06	13	SAN DIEGO RESTAURANT	005	MATERIALS AND SUPPLI	\$5.33
262853	01/23/06	03	SPINITAR PRESENTATIO	010	REPAIRS BY VENDORS	\$225.00
262855	01/23/06	03	COMPUSOURCE/ADB ENTE	010	MATERIALS AND SUPPLI	\$90.07
262858	01/23/06	06	SAN DIEGO CO SUPERIN	013	MATERIALS AND SUPPLI	\$400.00
262859	01/23/06	03	CORPORATE EXPRESS	013	MATERIALS AND SUPPLI	\$52.19
262860	01/23/06	03	SCHOOL HEALTH CORPOR	013	MEDICAL SUPPLIES	\$91.16
262861	01/23/06	03	SUNSHINE SUPPLY CO.,	025	BLDG.-REPAIR MATERIA	\$57.11
262863	01/23/06	03	PROMOSTICH, INC	025	MATERIALS AND SUPPLI	\$137.66
262864	01/23/06	06	SUNBURST VISUAL MEDI	004	MATERIALS AND SUPPLI	\$335.18
262865	01/23/06	03	L B CONCRETE	025	OTHER SERV.& OPER.EX	\$2,100.00
262866	01/23/06	03	STATE INDUSTRIAL PRO	025	BLDG.-REPAIR MATERIA	\$1,153.50
262867	01/23/06	21-09	CREATIVE FENCE COMPA	025	LAND IMPROVEMENTS	\$2,432.19
262868	01/23/06	03	D.A.D. ASPHALT	025	REPAIRS BY VENDORS	\$720.00

SAN DIEGUITO UNION HIGH
FROM 01/11/06 THRU 01/24/06

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
262869	01/23/06	21-09	WAXIE SANITARY SUPPL	025	MATERIALS AND SUPPLI	\$3,275.02
262870	01/23/06	03	SURFACE TECHNOLOGY	025	BLDG.-REPAIR MATERIA	\$1,300.42
262871	01/23/06	03	CORONET HOISTING SER	025	RENTS & LEASES	\$200.00
262872	01/23/06	03	WINCO WINDOW COMPANY	025	BLDG.-REPAIR MATERIA	\$137.04
262873	01/23/06	03	SAN DIEGO CO SUPERIN	026	RENTS & LEASES	\$125.00
262874	01/23/06	03	FREDRICKS ELECTRIC I	025	REPAIRS BY VENDORS	\$1,650.00
262875	01/23/06	03	CHINESE CLAY ART COM	010	MATERIALS AND SUPPLI	\$848.75
262876	01/23/06	03	MAC GILL	010	MATERIALS AND SUPPLI	\$138.56
262878	01/23/06	03	EXPRESS PRINT	006	PRINTING	\$711.15
262879	01/23/06	03	DIVERSIFIED MATERIAL	013	MATERIALS AND SUPPLI	\$296.26
262880	01/23/06	03	R J SAFETY COMPANY I	013	MATERIALS AND SUPPLI	\$98.15
262881	01/23/06	03	TROXELL COMMUNICATIO	013	MATERIALS AND SUPPLI	\$201.80
262882	01/23/06	03	GOPHER SPORT	008	MATERIALS AND SUPPLI	\$1,363.33
262883	01/23/06	06	PREMIER AGENDAS INC	003	MATERIALS AND SUPPLI	\$420.72
262884	01/23/06	03	FREY SCIENTIFIC CO	008	MATERIALS AND SUPPLI	\$852.56
262886	01/23/06	03	EDUCATIONAL RESOURCE	005	LIC/SOFTWARE	\$6,681.58
262887	01/23/06	03	DELL COMPUTER CORPOR	035	MAT/SUP/EQUIP TECHNO	\$888.74
262888	01/23/06	03	AREY JONES EDUCATION	005	MAT/SUP/EQUIP TECHNO	\$5,916.01
262889	01/23/06	03	BEST COMPUTER SUPPLI	014	MATERIALS AND SUPPLI	\$105.97
262890	01/23/06	03	SEHI-PROCOMP COMPUTE	014	MATERIALS AND SUPPLI	\$95.50
262891	01/23/06	06	DOWD, ELLEN - ATTORN	030	OTHER SERV.& OPER.EX	\$3,500.00
262892	01/23/06	06	BROWNING, GEORGE & M	030	OTHER SERV.& OPER.EX	\$2,920.00
262893	01/23/06	06	BROWNING, GEORGE & M	030	OTHER SERV.& OPER.EX	\$2,934.25
262894	01/23/06	06	DELL COMPUTER CORPOR	005	MAT/SUP/EQUIP TECHNO	\$1,034.32
262895	01/23/06	03	FOLLETT EDUCATIONAL	005	MATERIALS AND SUPPLI	\$321.84
262896	01/23/06	03	FREY SCIENTIFIC CO	003	MATERIALS AND SUPPLI	\$1,168.94
262897	01/23/06	03	IPARADIGMS LLC	006	LIC/SOFTWARE	\$570.64
262898	01/23/06	03	STAPLES STORES	010	MATERIALS AND SUPPLI	\$303.50
262899	01/23/06	03	EN POINTE ENTERPRISE	035	LIC/SOFTWARE	\$99,357.35
262900	01/23/06	06	COMPLETE OFF ROAD	028	MATERIALS-REPAIRS	\$358.95
262901	01/23/06	03	DATEL SYSTEMS INC	005	MAT/SUP/EQUIP TECHNO	\$3,038.55
262902	01/23/06	03	SEHI-PROCOMP COMPUTE	005	MATERIALS AND SUPPLI	\$426.16
262903	01/24/06	03	L B CONCRETE	025	REPAIRS BY VENDORS	\$1,500.00
262904	01/24/06	06	GLENCOE-MACMILLAN/MC	014	TEXTBOOKS	\$993.64
262905	01/24/06	11	COSTCO DELIVERY	009	MATERIALS AND SUPPLI	\$221.10
262906	01/24/06	03	US BANK	026	CONFERENCE,WORKSHOP,	\$198.60
262907	01/24/06	03	SAN DIEGO CO SUPERIN	020	CONFERENCE,WORKSHOP,	\$55.00
262908	01/24/06	06	THOMSON/GALE	013	LIC/SOFTWARE	\$550.00
262909	01/24/06	03	DELL COMPUTER CORPOR	005	MAT/SUP/EQUIP TECHNO	\$1,197.06
262910	01/24/06	03	CORPORATE EXPRESS	022	OFFICE SUPPLIES	\$142.59
262912	01/24/06	06	AMAZON.COM	005	MATERIALS AND SUPPLI	\$2,553.52
660076	01/19/06	03	ONE STOP TONER AND I	001	STORES	\$3,590.77
660077	01/19/06	03	UNISOURCE MAINTENANC	001	STORES	\$524.48
660078	01/19/06	03	WERTH SANITARY SUPPL	001	STORES	\$593.06
660079	01/19/06	03	WESCO DISTRIBUTION	001	STORES	\$1,777.88
660080	01/19/06	03	WAXIE SANITARY SUPPL	001	STORES	\$1,314.44
660082	01/20/06	03	OFFICE DEPOT	001	STORES	\$84.05
660083	01/20/06	03	CORPORATE EXPRESS	001	STORES	\$200.42
760061	01/12/06	03	ONE STOP TONER AND I	035	REPAIRS BY VENDORS	\$538.40
760095	01/12/06	06	HOTSY EQUIPMENT COMP	028	MATERIALS-REPAIRS	\$28.66
760096	01/23/06	03	ONE STOP TONER AND I	035	REPAIRS BY VENDORS	\$82.50
760099	01/23/06	06	CUMMINS CAL PACIFIC	028	MATERIALS-REPAIRS	\$695.87
760101	01/23/06	06	ADVANCED RADIATOR, I	028	MATERIALS-REPAIRS	\$143.01
760103	01/23/06	06	HOTSY EQUIPMENT COMP	028	MATERIALS-REPAIRS	\$50.07
760104	01/23/06	03	SAN DIEGO DIGITAL SO	003	OFFICE SUPPLIES	\$105.98

SAN DIEGUITO UNION HIGH
FROM 01/11/06 THRU 01/24/06

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
					REPORT TOTAL	\$370,586.54

INSTANT MONEY REPORT FOR THE PERIOD 01/11/06 THROUGH 01/24/06

<i>Check #</i>	<i>Vendor</i>	<i>Amount</i>
10106	AMERICAN BACKFLOW PRV	\$120.00
10107	CA-NV SECTION AWWA	\$120.00
10108	GORILLA FOUNDATION/KOK	\$22.19
10109	MICHAEL'S	\$200.00
10110	SCHOOL SERVICES OF CA	\$18.00
10111	C C E A	\$165.00
10112	FEDEX	\$52.58
10113	CALUMET PHOTOGRAPHIC, I	\$150.81
10114	Living Legends Hist. Found.	\$32.33
	<i>Total</i>	<hr/> \$880.90

San Dieguito Union High School District Special Tax History

Fiscal Year	CFD	Total Parcels Taxed	Total Levy Special Taxes	Special Taxes Collected	Amount Uncollected	Delinquency %
1995-96	94-1	8	\$6,400.00	\$6,400.00	\$0.00	0.00%
	94-2	94	\$37,600.00	\$37,600.00	\$0.00	0.00%
	Total	102	\$44,000.00	\$44,000.00		0.00%
1996-97	94-1	8	\$6,400.00	\$6,400.00	\$0.00	0.00%
	94-2	117	\$47,600.00	\$47,400.00	\$200.00	0.42%
	Total	125	\$54,000.00	\$53,800.00	\$200.00	0.37%
1997-98	94-1	8	\$6,400.00	\$6,400.00	\$0.00	0.00%
	94-2	332	\$162,800.00	\$160,600.00	\$2,200.00	1.35%
	94-3	15	\$17,158.00	\$15,522.00	\$1,636.00	9.53%
	95-1	118	\$162,450.00	\$115,425.00	\$47,025.00	28.95%
	Total	473	\$348,808.00	\$297,947.00	\$50,861.00	14.58%
1998-99	94-1	8	\$6,400.00	\$6,400.00	\$0.00	0.00%
	94-2	782	\$464,400.00	\$460,400.00	\$4,000.00	0.86%
	94-3	120	\$57,714.00	\$51,319.00	\$6,395.00	11.08%
	95-1	392	\$400,995.00	\$377,910.00	\$23,085.00	5.76%
	95-2	24	\$19,200.00	\$19,200.00	\$0.00	0.00%
	Total	1326	\$948,709.00	\$915,229.00	\$33,480.00	3.53%
1999-00	94-1	8	\$6,400.00	\$6,400.00	\$0.00	0.00%
	94-2	1,127	\$718,400.00	\$706,000.00	\$12,400.00	1.73%
	94-3	307	\$120,886.00	\$106,242.00	\$14,644.00	12.11%
	95-1	724	\$739,455.00	\$728,340.00	\$11,115.00	1.50%
	95-2	131	\$104,800.00	\$104,000.00	\$800.00	0.76%
	Total	2,297	\$1,689,941.00	\$1,650,982.00	\$38,959.00	2.31%
2000-01	94-1	8	\$6,400.00	\$6,400.00	\$0.00	0.00%
	94-2	1,449	\$973,600.00	\$957,600.00	\$16,000.00	1.64%
	94-3	455	\$173,686.00	\$169,069.00	\$4,617.00	2.66%
	95-1	1,143	\$1,325,256.00	\$1,317,561.00	\$7,695.00	0.58%
	95-2	159	\$128,000.00	\$124,000.00	\$4,000.00	3.13%
	99-1	8	\$3,420.00	\$3,420.00	\$0.00	0.00%
	99-3	19	\$10,830.00	\$10,830.00	\$0.00	0.00%
	Total	3,241	\$2,621,192.00	\$2,588,880.00	\$32,312.00	1.23%

San Dieguito Union High School District Special Tax History

2001-02	94-1	8	\$6,400.00	\$6,400.00	\$0.00	0.00%
	94-2	1,712	\$1,184,000.00	\$1,161,800.00	\$22,200.00	1.88%
	94-3	509	\$218,886.00	\$215,251.00	\$3,635.00	1.66%
	95-1	1,534	\$1,653,804.00	\$1,632,001.50	\$21,802.50	1.32%
	95-2	220	\$176,800.00	\$172,000.00	\$4,800.00	2.71%
	99-1	24	\$23,940.00	\$20,092.50	\$3,847.50	16.07%
	99-2	8	\$4,560.00	\$3,990.00	\$570.00	12.50%
	99-3	69	\$39,330.00	\$38,475.00	\$855.00	2.17%
	Total	4084	\$3,307,720.00	\$3,250,010.00	\$57,710.00	1.74%
2002-03	94-1	8	\$6,400.00	\$6,400.00	\$0.00	0.00%
	94-2	1,794	\$1,249,600.00	\$1,226,400.00	\$23,200.00	1.86%
	94-3	702	\$366,704.00	\$362,668.00	\$4,036.00	1.10%
	95-1	1,696	\$1,747,260.00	\$1,722,037.50	\$25,222.50	1.44%
	95-2	268	\$214,400.00	\$211,200.00	\$3,200.00	1.49%
	99-1	153	\$135,456.00	\$133,104.75	\$2,351.25	1.74%
	99-2	10	\$5,700.00	\$5,700.00	\$0.00	0.00%
	99-3	85	\$48,450.00	\$47,310.00	\$1,140.00	2.35%
	Total	4716	\$3,773,970.00	\$3,714,820.25	\$59,149.75	1.57%
2003-04	94-1	8	\$6,400.00	\$6,400.00	\$0.00	0.00%
	94-2	1,956	\$1,379,200.00	\$1,369,000.00	\$10,200.00	0.74%
	94-3	855	\$492,704.00	\$483,868.00	\$8,836.00	1.79%
	95-1	1,775	\$1,813,095.00	\$1,795,567.50	\$17,527.50	0.97%
	95-2	283	\$226,400.00	\$222,000.00	\$4,400.00	1.94%
	99-1	283	\$249,019.50	\$244,317.00	\$4,702.50	1.89%
	99-2	12	\$6,840.00	\$6,840.00	\$0.00	0.00%
	99-3	88	\$50,160.00	\$48,450.00	\$1,710.00	3.41%
	Total	5260	\$4,223,818.50	\$4,176,442.50	\$47,376.00	1.12%
2004-05	94-1	8	\$6,400.00	\$6,000.00	\$400.00	6.25%
	94-2	2,169	\$1,549,600.00	\$1,534,600.00	\$15,000.00	0.97%
	94-3	877	\$536,246.00	\$528,683.00	\$7,563.00	1.41%
	95-1	1,853	\$1,872,945.00	\$1,755,232.50	\$117,712.50	6.28%
	95-2	285	\$240,800.00	\$233,600.00	\$7,200.00	2.99%
	99-1	294	\$257,569.50	\$252,867.00	\$4,702.50	1.83%
	99-2	21	\$11,970.00	\$11,400.00	\$570.00	4.76%
	99-3	90	\$51,300.00	\$50,160.00	\$1,140.00	2.22%
	03-1	161	\$163,254.00	\$161,733.00	\$1,521.00	0.93%
		5,758	\$4,690,084.50	\$4,534,275.50	\$155,809.00	3.32%

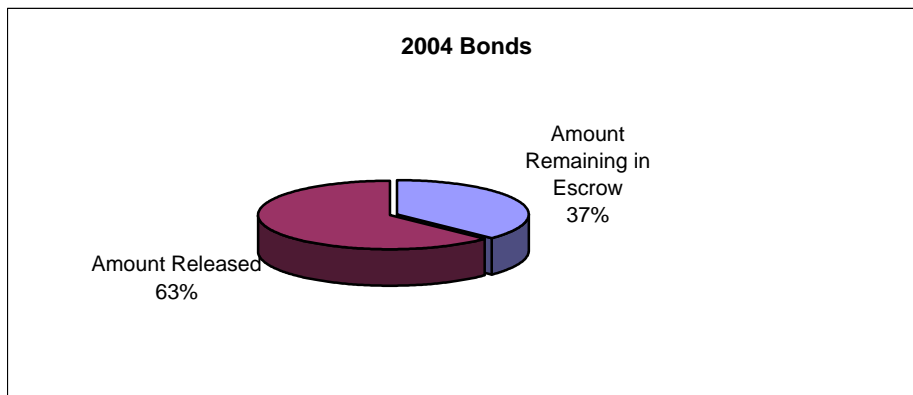
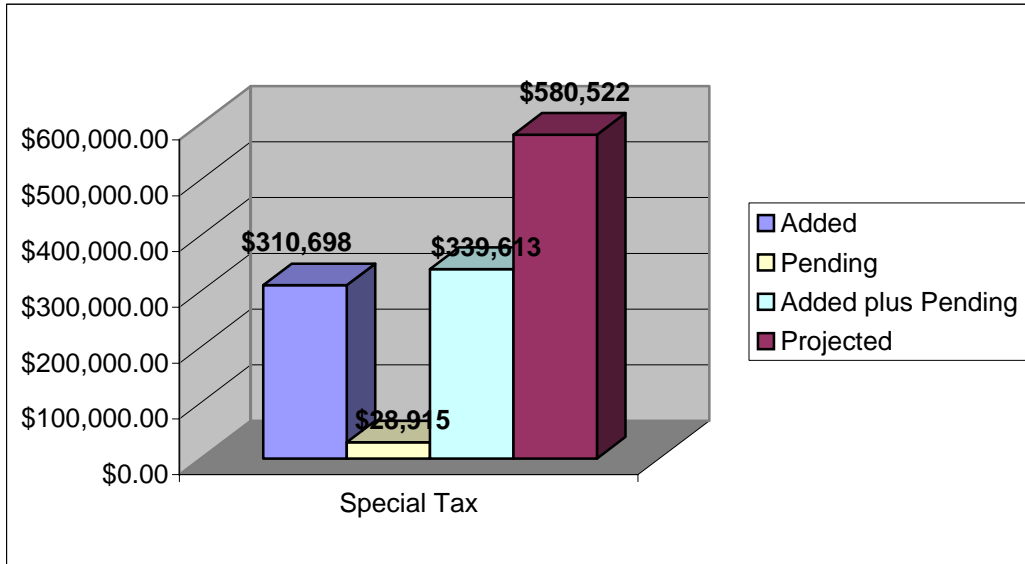
2004 Bond Release Update 1/25/2006

CFD	Number of Units Permitted ¹	Special Tax Revenue being added to tax roll in FY 05/06	Target Revenue Needed for Projected Draw of \$6.5M ²	% Collected	Pending Permit Revenue ³	Pending plus added Special Tax revenue
94-2	54	\$43,200.00	\$126,610.00	34.1%	\$800.00	\$44,000.00
94-3	0	\$0.00	\$2,858.00	0.0%	\$0.00	\$0.00
95-1	111	\$94,905.00	\$0.00	N/A	\$19,665.00	\$114,570.00
95-2	0	\$0.00	\$6,698.00	0.0%	\$5,600.00	\$5,600.00
99-1	9	\$7,695.00	\$0.00	N/A	\$0.00	\$7,695.00
99-2	1	\$570.00	\$29,070.00	2.0%	\$0.00	\$570.00
99-3	9	\$5,130.00	\$11,400.00	45.0%	\$2,850.00	\$7,980.00
03-1	157	\$159,198.00	\$403,886.00	39.4%	\$0.00	\$159,198.00
Totals	341	\$310,698.00	\$580,522.00	53.5%	\$28,915.00	\$339,613.00

¹Includes multifamily

² Per Morgan Stanley/Meyers Group. Also, 95-1 & 99-1 have previously collected enough in 04/05 to meet target goals in 05/06, therefore their target revenue is \$0.00

³District signed off, but permit not yet pulled



Amount Remaining in Escrow	\$16,845,000.00
Amount Released	\$28,472,570.00

Amount Remaining in the Acquisition and Construction Fund	\$5,689,075.34
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San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: January 25, 2006

BOARD MEETING DATE: February 2, 2006

PREPARED BY: Steve Ma, Exec. Director of Business Services
Eric J. Hall, Assoc. Supt. of Business Services

SUBMITTED BY: Peggy Lynch, Ed.D.
Superintendent

SUBJECT: **ADOPTION OF RESOLUTION WITH AND WITHOUT URGENCY**

EXECUTIVE SUMMARY

The State Allocation Board has approved an increase in the maximum developer fee that may be levied on new development projects at their January 25, 2006 Board meeting. The new fees are as follows:

- Residential = \$2.63 per square foot of assessable area
- Commercial/industrial = \$0.42 per square foot of chargeable covered and enclosed area

The residential fee increased from \$2.24 to \$2.63 per square foot, and the commercial/industrial fee increased from \$0.36 to \$0.42 per square foot for K-12. The area superintendents have not met to finalize the fee split. The attached resolutions assume the fee increases will be shared on a fifty percent (50%) split as in the previous years.

Enclosed in the Board Agenda are the following items:

1. Report of the Executive Officer, State Allocation Board Meeting, January 25, 2006.

AGENDA ITEM: 18 A-B

2. The two resolutions with supporting documentation to be adopted by the Board is necessary to enable the District to levy the increase in developer fees.
3. Table reflecting the fee split by percentage (%) and by dollar amount by school district.

The resolutions are required to enable the District to immediately collect the fee by adopting a resolution without urgency that becomes effective in 60-days, allowing an appropriate time for public comment on the increase and, at the same time, a separate resolution with urgency that is effective for 30-days. The resolution with urgency will be renewed at the March 9, 2006 board meeting. The administration has followed the advice of County Counsel in providing notice of the time and place of the upcoming Board meeting published in the local newspaper. It is necessary for the District in increasing the fee to do so in accordance with the provisions of the law which requires that prior to approving an increase of an existing fee, the local district shall hold a public hearing in which oral and written presentations can be made as a part of a regularly scheduled meeting. The District must also provide documentation and a justification study to show an analysis of the facility needs, costs resources and relationships. This material is prepared and included in Exhibit A in the attachments.

RECOMMENDATION:

It is recommended that the Board

- a) hold a public hearing and
- b) adopt a resolution
 - 1) without urgency (becomes effective in 60-days), and
 - 2) with urgency (30-day maximum with a renewal to be presented to the Board on March 9, 2006)

FUNDING SOURCE:

Not applicable.

REPORT OF THE EXECUTIVE OFFICER
 State Allocation Board Meeting, January 25, 2006

INDEX ADJUSTMENT ON THE ASSESSMENT FOR DEVELOPMENT

PURPOSE OF REPORT

To report the index adjustment on the assessment for development which may be levied pursuant to Education Code Section 17620.

DESCRIPTION

The law requires the maximum assessment for development be adjusted in 2006 and every two years thereafter by the change in the Class B Construction Cost Index, as determined by the State Allocation Board (SAB) at its January meeting.

The cost index for Class B construction increased 17.24 percent during the period of January 2004 through January 2006, resulting in the assessment for development fees to be adjusted as follows:

	<u>2004</u> <u>Maximum Assessment</u> <u>Per Square Foot</u>	<u>2006</u> <u>Maximum Assessment</u> <u>Per Square Foot</u>
Residential	\$2.24	\$2.63
Commercial/Industrial	.36	.42

The adjusted maximum assessments are effective immediately.

AUTHORITY

Education Code Section 17620 gives school districts the authority for assessments for development within the boundaries of their districts for the purpose of funding construction or reconstruction of school facilities, subject to the limitations set forth in Chapter 4.9, commencing with Section 65995, of the Government Code.

Government Code Section 65995(b)(3) requires the maximum assessment for development be adjusted in 1990 and every two years thereafter by the change in the Class B Construction Cost Index, as determined by the SAB at its January Board meeting.

RECOMMENDATION

Approve the adjustment to the Class B Construction Cost Index, which results in the maximum assessment for development fees.

SPECIAL
 000190

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

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

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

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

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

WHEREAS, this Board of Trustees has received and considered at a duly noticed public meeting a report from its Superintendent analyzing the capital facilities needs of the district and the revenue sources available, and has concluded that it is necessary to implement the authority of section 65995 section (b) (3) of

the Government Code and Education Code 17620 to levy fees in the amounts stated below.

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

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

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

A. City of Carlsbad; within Encinitas Elementary School District.

(1) \$1.385 per square foot of all assessable space of all new residential development except for any development project used exclusively for housing senior citizens, as described in Civil Code section 51.3, or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code and Education Code section 17620, or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or

condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

(2) \$0.225 per square foot of chargeable covered and enclosed space for new residential development used exclusively for the housing of senior citizens, as described in section 51.3 of the Civil Code or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988 subject to limits applicable to commercial and industrial development provided by Government Code section 65995, subdivision (b) (2).

(3) \$1.385 per square foot of all other residential construction except mobile homes or manufactured homes to the extent of any resulting increase in assessable space if the

increase exceeds 500 square feet.

(4) \$0.225 per square foot of new covered or enclosed space for agricultural purposes; and

(5) \$0.225 per square foot of chargeable covered and enclosed space in the case of commercial or industrial development,

B. City of Del Mar; within Del Mar Union School District.

(1) \$1.385 per square foot of all assessable space of all new residential development except for any development project used exclusively for housing senior citizens, as described in Civil Code section 51.3, or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

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development used exclusively for the housing of senior citizens, as described in section 51.3 of the Civil Code or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 9 of subdivision (d) of section 65995 of the Government Code, and Education Code section 17620, or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988 subject to limits applicable to commercial and industrial development provided by Government Code section 65995, subdivision (b) (2).

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- (4) \$0.225 per square foot of new covered or enclosed space for agricultural purposes; and
- (5) \$0.225 per square foot of chargeable covered

and enclosed space in the case of commercial or industrial development,

C. City of Encinitas; within Cardiff, and Encinitas Elementary School Districts.

(1) \$1.385 per square foot of all assessable space of all new residential development except for any development project used exclusively for housing senior citizens, as described in Civil Code section 51.3, or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code, and Education Code section 17620, or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

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- (4) \$0.225 per square foot of new covered or enclosed space for agricultural purposes; and
- (5) \$0.225 per square foot of chargeable covered and enclosed space in the case of commercial or industrial development,

D. City of San Marcos; within Encinitas Elementary School District.

(1) \$1.385 per square foot of all assessable space of all new residential development except for any development project used exclusively for housing senior citizens, as described in Civil Code section 51.3, or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code, and Education Code section 17620, or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

(2) \$0.225 per square foot of chargeable covered and enclosed space for new residential development used exclusively for the housing of senior citizens, as described in section 51.3 of the Civil Code or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of

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- (4) \$0.225 per square foot of new covered or enclosed space for agricultural purposes; and
- (5) \$0.225 per square foot of chargeable covered and enclosed space in the case of commercial or industrial development,

E. City of San Marcos; within Rancho Santa Fe School District.

- (1) \$1.045 per square foot of all assessable

space of all new residential development except for any development project used exclusively for housing senior citizens, as described in Civil Code section 51.3, or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code, and Education Code section 17620, or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

- (2) \$0.165 per square foot of chargeable covered and enclosed space for new residential development used exclusively for the housing of senior citizens, as described in section 51.3 of the Civil Code or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code, and Education Code section 17620, or any mobile home or manufactured

home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988 subject to limits applicable to commercial and industrial development provided by Government Code section 65995, subdivision (b) (2).

- (3) \$1.045 per square foot of all other residential construction except mobile homes or manufactured homes to the extent of any resulting increase in assessable space if the increase exceeds 500 square feet.
- (4) \$0.165 per square foot of new covered or enclosed space for agricultural purposes; and
- (5) \$0.165 per square foot of chargeable covered and enclosed space in the case of commercial or industrial development,

F. City of Solana Beach; within Solana Beach Elementary School District.

- (1) \$1.385 per square foot of all assessable space of all new residential development except for any development project used exclusively for housing senior citizens, as

described in Civil Code section 51.3, or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code, and Education Code section 17620, or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

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

- (3) \$1.385 per square foot of all other residential construction except mobile homes or manufactured homes to the extent of any resulting increase in assessable space if the increase exceeds 500 square feet.
- (4) \$0.225 per square foot of new covered or enclosed space for agricultural purposes; and
- (5) \$0.225 per square foot of chargeable covered and enclosed space in the case of commercial or industrial development,

G. County of San Diego; within Solana Beach Elementary and Encinitas Elementary School District.

- (1) \$1.385 per square foot of all assessable space of all new residential development except for any development project used exclusively for housing senior citizens, as described in Civil Code section 51.3, or as described in subdivision (k) of section

1569.2 of the Health and Safety Code or paragraph 9 of subdivision (d) of section 65995, and Education Code section 17620 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

- (2) \$0.225 per square foot of chargeable covered and enclosed space for new residential development used exclusively for the housing of senior citizens, as described in section 51.3 of the Civil Code or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 9 of subdivision (d) of section 65995, and Education Code section 17620 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988 subject to limits

applicable to commercial and industrial development provided by Government Code section 65995, subdivision (b) (2).

- (3) \$1.385 per square foot of all other residential construction except mobile homes or manufactured homes to the extent of any resulting increase in assessable space if the increase exceeds 500 square feet.
- (4) \$0.225 per square foot of new covered or enclosed space for agricultural purposes; and
- (5) \$0.225 per square foot of chargeable covered and enclosed space in the case of commercial or industrial development,

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

- (1) \$1.045 per square foot of all assessable space of all new residential development except for any development project used exclusively for housing senior citizens, as described in Civil Code section 51.3, or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code, and Education

Code section 17620, or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

- (2) \$0.165 per square foot of chargeable covered and enclosed space for new residential development used exclusively for the housing of senior citizens, as described in section 51.3 of the Civil Code or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65595 of the Government Code, and Education Code section 17620, or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988 subject to limits applicable to commercial and industrial development provided by Government Code section 65995, subdivision (b) (2).

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- (4) \$0.165 per square foot of new covered or enclosed space for agricultural purposes; and
- (5) \$0.165 per square foot of chargeable covered and enclosed space in the case of commercial or industrial development,

3. City of San Diego.

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

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

date of formation was April 15, 1983.

A. City of San Diego; within Del Mar Union School District. (Except North City West.)

(1) \$1.385 per square foot of all assessable space of all new residential development except for any development project used exclusively for housing senior citizens, as described in Civil Code section 51.3, or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code, and Education Code section 17620, or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

(2) \$0.225 per square foot of chargeable covered and enclosed space for new residential development used exclusively for the housing of senior citizens, as described in section 51.3 of the Civil Code or as described in subdivision (k) of section 1569.2 of the

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(3) \$1.385 per square foot of all other residential construction except mobile homes or manufactured homes to the extent of any resulting increase in assessable space if the increase exceeds 500 square feet.

(4) \$0.225 per square foot of new covered or enclosed space for agricultural purposes; and

(5) \$0.225 per square foot of chargeable covered and enclosed space in the case of commercial or industrial development,

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

- (1) \$1.385 per square foot of all assessable space of all new residential development except for any development project used exclusively for housing senior citizens, as described in Civil Code section 51.3, or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code, and Education Code section 17620, or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.
- (2) \$0.225 per square foot of chargeable covered and enclosed space for new residential development used exclusively for the housing of senior citizens, as described in section 51.3 of the Civil Code or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code, and Education Code section

17620, or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988 subject to limits applicable to commercial and industrial development provided by Government Code section 65995, subdivision (b) (2).

- (3) \$1.385 per square foot of all other residential construction except mobile homes or manufactured homes to the extent of any resulting increase in assessable space if the increase exceeds 500 square feet.
- (4) \$0.225 per square foot of new covered or enclosed space for agricultural purposes; and
- (5) \$0.225 per square foot of chargeable covered and enclosed space in the case of commercial or industrial development,

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

to the need for schools caused by such development.

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

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

8. The Superintendent is directed to deliver a copy of this Resolution to the Building Officials of the County of San Diego, and the Cities of Carlsbad, Del Mar, Encinitas, San Diego, San Marcos, and Solana Beach, and to request that no building permits be issued after February 3, 2006, for development subject to the above fees absent certification from this district of compliance with said fee requirements.

PASSED AND ADOPTED at the Regular Meeting of the Governing Board of the San Dieguito Union High School District this 2nd day of February, 2006, by the following vote:

	AYE	NO
MEMBER		
MEMBER		
MEMBER		
MEMBER		
MEMBER		

STATE OF CALIFORNIA)
) ss
STATE OF CALIFORNIA)

I, Peggy Lynch, Ed.D., Secretary of the Governing Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution passed and adopted by said Board at a regularly called and conducted meeting held on said date.

Secretary of the Governing Board

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

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

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

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

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

WHEREAS, this Board of Trustees has received and considered at a duly noticed public meeting a report from its Superintendent analyzing the capital facilities needs of the district and the revenue sources available, and has concluded that it is necessary to implement the authority of section 65995 section (b) (3) of

the Government Code and Education Code 17620 to levy fees in the amounts stated below.

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

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

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

A. City of Carlsbad; within Encinitas Elementary School District.

(1) \$1.385 per square foot of all assessable space of all new residential development except for any development project used exclusively for housing senior citizens, as described in Civil Code section 51.3, or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code and Education Code section 17620, or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or

condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

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increase exceeds 500 square feet.

- (4) \$0.225 per square foot of new covered or enclosed space for agricultural purposes; and
- (5) \$0.225 per square foot of chargeable covered and enclosed space in the case of commercial or industrial development,

B. City of Del Mar; within Del Mar Union School District.

- (1) \$1.385 per square foot of all assessable space of all new residential development except for any development project used exclusively for housing senior citizens, as described in Civil Code section 51.3, or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.
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and enclosed space in the case of commercial or industrial development,

C. City of Encinitas; within Cardiff, and Encinitas Elementary School Districts.

(1) \$1.385 per square foot of all assessable space of all new residential development except for any development project used exclusively for housing senior citizens, as described in Civil Code section 51.3, or as described in subdivision(k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code, and Education Code section 17620, or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

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D. City of San Marcos; within Encinitas Elementary School District.

(1) \$1.385 per square foot of all assessable space of all new residential development except for any development project used exclusively for housing senior citizens, as described in Civil Code section 51.3, or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code, and Education Code section 17620, or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

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E. City of San Marcos; within Rancho Santa Fe School District.

(1) \$1.045 per square foot of all assessable

space of all new residential development except for any development project used exclusively for housing senior citizens, as described in Civil Code section 51.3, or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code, and Education Code section 17620, or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

- (2) \$0.165 per square foot of chargeable covered and enclosed space for new residential development used exclusively for the housing of senior citizens, as described in section 51.3 of the Civil Code or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code, and Education Code section 17620, or any mobile home or manufactured

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F. City of Solana Beach; within Solana Beach Elementary School District.

- (1) \$1.385 per square foot of all assessable space of all new residential development except for any development project used exclusively for housing senior citizens, as

described in Civil Code section 51.3, or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code, and Education Code section 17620, or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

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

- (3) \$1.385 per square foot of all other residential construction except mobile homes or manufactured homes to the extent of any resulting increase in assessable space if the increase exceeds 500 square feet.
- (4) \$0.225 per square foot of new covered or enclosed space for agricultural purposes; and
- (5) \$0.225 per square foot of chargeable covered and enclosed space in the case of commercial or industrial development,

G. County of San Diego; within Solana Beach Elementary and Encinitas Elementary School District.

- (1) \$1.385 per square foot of all assessable space of all new residential development except for any development project used exclusively for housing senior citizens, as described in Civil Code section 51.3, or as described in subdivision (k) of section 1569.2

of the Health and Safety Code or paragraph 9 of subdivision (d) of section 65995, and Education Code section 17620 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

- (2) \$0.225 per square foot of chargeable covered and enclosed space for new residential development used exclusively for the housing of senior citizens, as described in section 51.3 of the Civil Code or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 9 of subdivision (d) of section 65995, and Education Code section 17620 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988 subject to limits

applicable to commercial and industrial development provided by Government Code section 65995, subdivision (b) (2).

- (3) \$1.385 per square foot of all other residential construction except mobile homes or manufactured homes to the extent of any resulting increase in assessable space if the increase exceeds 500 square feet.
- (4) \$0.225 per square foot of new covered or enclosed space for agricultural purposes; and
- (5) \$0.225 per square foot of chargeable covered and enclosed space in the case of commercial or industrial development,

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

- (1) \$1.045 per square foot of all assessable space of all new residential development except for any development project used exclusively for housing senior citizens, as described in Civil Code section 51.3, or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code, and Education Code section

17620, or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

- (2) \$0.165 per square foot of chargeable covered and enclosed space for new residential development used exclusively for the housing of senior citizens, as described in section 51.3 of the Civil Code or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 9 of subdivision (d) of section 65595 of the Government Code, and Education Code section 17620, or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988 subject to limits applicable to commercial and industrial development provided by Government Code section 65995, subdivision (b) (2).

- (3) \$1.045 per square foot of all other residential construction except mobile homes or manufactured homes to the extent of any resulting increase in assessable space if the increase exceeds 500 square feet.
- (4) \$0.165 per square foot of new covered or enclosed space for agricultural purposes; and
- (5) \$0.165 per square foot of chargeable covered and enclosed space in the case of commercial or industrial development,

3. City of San Diego.

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

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

A. City of San Diego; within Del Mar Union School District. (Except North City West.)

(1) \$1.385 per square foot of all assessable space of all new residential development except for any development project used exclusively for housing senior citizens, as described in Civil Code section 51.3, or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code, and Education Code section 17620, or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

(2) \$0.225 per square foot of chargeable covered and enclosed space for new residential development used exclusively for the housing of senior citizens, as described in section 51.3 of the Civil Code or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of

subdivision (b) of section 65995 of the Government Code, and Education Code section 17620, or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988 subject to limits applicable to commercial and industrial development provided by Government Code section 65995, subdivision (b) (2).

(3) \$1.385 per square foot of all other residential construction except mobile homes or manufactured homes to the extent of any resulting increase in assessable space if the increase exceeds 500 square feet.

(4) \$0.225 per square foot of new covered or enclosed space for agricultural purposes; and

(5) \$0.225 per square foot of chargeable covered and enclosed space in the case of commercial or industrial development,

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

(1) \$1.385 per square foot of all assessable

space of all new residential development except for any development project used exclusively for housing senior citizens, as described in Civil Code section 51.3, or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code, and Education Code section 17620, or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

- (2) \$0.225 per square foot of chargeable covered and enclosed space for new residential development used exclusively for the housing of senior citizens, as described in section 51.3 of the Civil Code or as described in subdivision (k) of section 1569.2 of the Health and Safety Code or paragraph 1 of subdivision (b) of section 65995 of the Government Code, and Education Code section 17620, or any mobile home or manufactured

home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988 subject to limits applicable to commercial and industrial development provided by Government Code section 65995, subdivision (b) (2).

- (3) \$1.385 per square foot of all other residential construction except mobile homes or manufactured homes to the extent of any resulting increase in assessable space if the increase exceeds 500 square feet.
- (4) \$0.225 per square foot of new covered or enclosed space for agricultural purposes; and
- (5) \$0.225 per square foot of chargeable covered and enclosed space in the case of commercial or industrial development,

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

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

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

7. Pursuant to Government Code 65962, the Board of Trustees adopts this resolution as an urgency measure as an interim authorization to protect the public health, welfare and safety. The Board finds that a delay of the collection of the fees outlined above would cause a delay in the District's capital facilities plans and therefore cause future school overcrowding. This resolution becomes effective at 8:00 a.m. on March 5, 2004.

8. The Superintendent is directed to deliver a copy of this Resolution to the Building Officials of the County of San Diego, and the Cities of Carlsbad, Del Mar, Encinitas, San Diego, San Marcos, and Solana Beach, and to request that no building permits be issued after February 3, 2006 for development subject to the above fees absent certification from this district of compliance with said fee requirements.

PASSED AND ADOPTED at the Regular Meeting of the Governing Board of the San Dieguito Union High School District this 2nd day of February, 2006 by the following vote:

	AYE	NO
MEMBER		
MEMBER		
MEMBER		
MEMBER		
MEMBER		

STATE OF CALIFORNIA)
) ss
STATE OF CALIFORNIA)

I, Peggy Lynch, Ed.D., Secretary of the Governing Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution passed and adopted by said Board at a regularly called and conducted meeting held on said date.

Secretary of the Governing Board

“EXHIBIT A”

**ANALYSIS OF FACILITY NEEDS, COST, RESOURCES AND
FEE RELATIONSHIPS
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
February 2004**

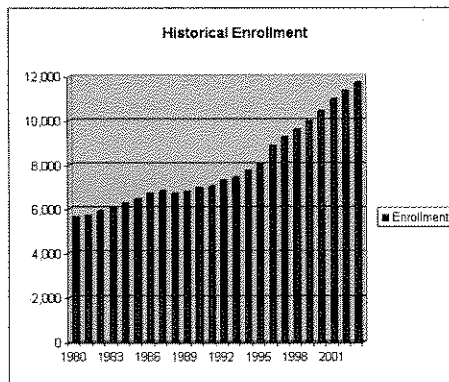
STUDENT ENROLLMENT FORECAST

Future school facility needs are based on grades 7-12 student enrollment projections. Three different methods were used in estimating future enrollment growth.

1. District Cohort Survival Projections - relies on historical growth rates to project future student enrollment.
2. San Diego Association of Governments (SANDAG) - enrollment projection based on regional economic and population growth.
3. Davis Demographics and Planning (DDP) - uses CBEDS enrollment as baseline and refines with housing study, student yield factors, birthrate analysis, and mobility factors (cohorts).

The projection of future facility needs is based in large part on student enrollment projections. The information presented in this section shows several methods of projecting future enrollment growth in the District. It is useful to briefly review the historical growth in the District over the past twenty-three years. Starting in 1980, the district enrollment was 5,609. Over the next twenty-three years, the enrollment grew to its current 2003 level of 11,689. This represents an increase of nearly 108% during the twenty-three year period for an average annual growth rate of 4.7%. In recent times, for the period from 1998 to 2003, enrollment growth has contracted due to a tightened and more controlled housing market. District enrollment has grown 17% over the last five years for an average growth rate of 3.4% resulting in more than 1700 students. The following chart shows the district’s historical growth pattern.

Year	Enrollment
1980	5,609
1981	5,685
1982	5,875
1983	6,034
1984	6,226
1985	6,447
1986	6,673
1987	6,781
1988	6,683
1989	6,759
1990	6,936
1991	7,003
1992	7,269
1993	7,412
1994	7,729
1995	8,045
1996	8,845
1997	9,242
1998	9,551
1999	9,965
2000	10,421
2001	10,930
2002	11,337
2003	11,689



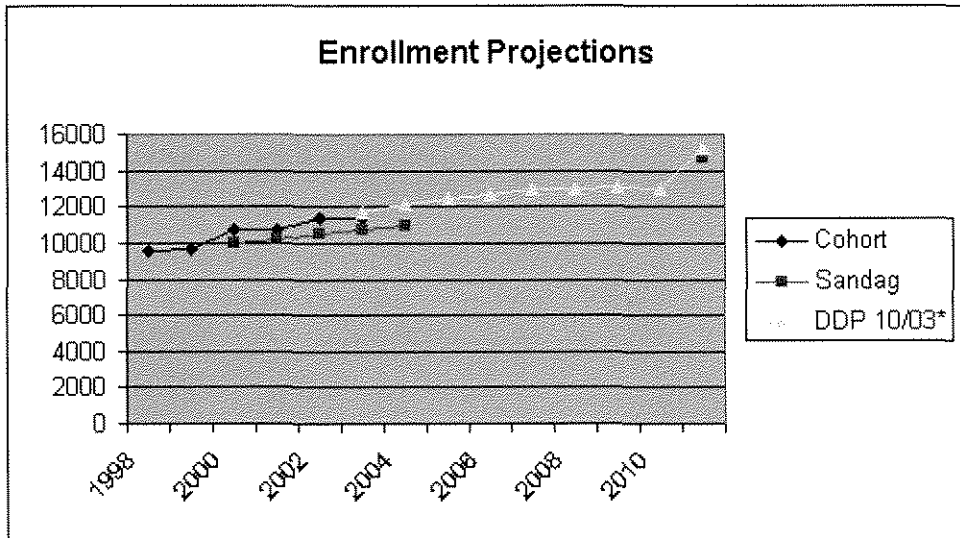
1. **District Cohort Survival Projection** - The District Cohort Survival Projection is based on historical enrollment data as compiled by the California Basic Education Data System (CBEDS). The CBEDS estimate is the official enrollment count in October of each year used by the State for each school district. The District's last cohort survival projection was completed in March 1999. The projection does not include Adult Education students, students attending a home school program, or special day class pupils. The forecast uses a Student Yield Factor of 0.25 for high school districts (9-12 grade level). As a result of the rapid increase in the district's new housing stock, the forecast was augmented with an independent estimate of new housing dwellings coming online. The district provided the San Diego County Office of Education department of facilities planning with Meyers Group's housing estimate of 11,950 new dwelling units to be added over the next five years. The cohort survival projection estimated a five year enrollment of 11,808.

2. **SANDAG Interim Series 8 Regional Growth Forecast** - In August 1995, the San Diego Association of Governments conducted an Interim Series 8 Regional Forecast for each school district with San Diego County. There are two phases to this study. In the first phase, regionwide totals of population, housing and employment are forecast over a 25-year period from 1990-2015. The second phase allocates the regionwide forecast to jurisdictions (individual school districts). Since the SANDAG forecast only provides population and housing data in five year increments, it was necessary to translate this information to a more meaningful set of data. Using the Student Yield Factors estimated by DDP, we applied single-family and multi-family factors to the average growth in housing units to arrive at a year by year estimate. It should be noted that SANDAG's 2000 and 2005 residential forecasts are consistent with adopted land use polices. However, the 2015 forecast may exceed the capacity specified in or implied by the general and community plans in place in 1995.

3. **Davis Demographics and Planning (DDP)** - DDP provides an independent estimate of projected student enrollment for the district. DDP uses the CBEDS estimate as a baseline then augments with analysis of birthrates, housing projections, refined Student Yield Factors, and Mobility Factors. In particular, DDP analyzes the Meyers Group's Housing Report to estimate the number of new housing units to be added to the housing stock. DDP enrollment estimate is based on an October 2003 projection date and includes a seven year estimate starting with the actual 2003 enrollment and ending 2010. The report did not include a revised maturity estimate. The maturity estimate shown in the following table was used from a prior year report. It should be noted that the DDP estimate only includes those students residing within the District's boundaries, therefore, DDP's projection excludes interdistrict transfers.

Year	Cohort	Sandag	DDP 10/03*
1998	9561		
1999	9714		
2000	10746	10003	
2001	10746	10238	
2002	11410	10473	
2003	11410	10708	11689
2004		10961	12092
2005			12436
2006			12721
2007			12953
2008			12997
2009			13090
2010			13000
Maturity/2015		14731	15195

* DDP 10/03 figures are draft numbers and subject to revision



Recommended Projections for Planning Purposes - The three separate enrollment forecasts produce very similar results. That is, they all show enrollment growing at a steady rate. The enrollment projections provided by DDP are felt to be most reliable. Since the DDP forecast includes a seven year estimate plus a maturity estimate, it's best suited for the District's long range planning purposes. The refinements used in DDP's analysis, including updated housing study, area specific student yield factors, birthrate analysis, and mobility factors also provide excellent backup for the forecast conclusions.

ddp02vs01
 Source: DDP 01/17/03
 District Options.xls

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
 ENROLLMENT PROJECTION
 DDP ANALYSIS 2002-2003**

	Inter Transfer	Intra Transfer	CBEDS Oct-02	2003	2004	2005	2006	2007	2008	2009	Maturity 99 Maturity 96
LCC Attendance Area											
Oak Crest MS	20	25	899	921	935	967	942	1,013	1,070	1,093	1,186
<i>ddp 2001 estimate</i>				893	935	952	921	1,017	1,063		1,039
Diegueno MS	5	61	1,134	1,041	997	1,002	966	971	1,008	989	1,089
<i>ddp 2001 estimate</i>				1,032	1,018	1,038	989	967	997		1,088
Total Middle School			2,033	1,962	1,932	1,969	1,908	1,984	2,086	2,082	2,275
				1,925	1,953	1,990	1,910	1,984	2,060		2,127
La Costa Canyon HS	34	7	2,601	2,681	2,864	2,896	3,002	2,985	2,900	3,015	3,122
<i>ddp 2001 estimate</i>				2,775	2,867	2,854	2,926	2,863	2,813		2,772
9th Graders			709								
Total	59		4,634	4,643	4,796	4,865	4,970	4,969	4,986	5,097	5,397
				4,700	4,820	4,844	4,836	4,847	4,873		4,899
TP Attendance Area											
Earl Warren MS	2	17	632	587	511	527	549	522	589	623	1,099
<i>ddp 2001 estimate</i>				641	573	601	624	595	621		1,182
Carmel Valley MS	2	5	1,102	1,110	1,161	1,190	1,266	1,318	1,281	1,336	1,459
<i>ddp 2001 estimate</i>				1,097	1,208	1,260	1,362	1,438	1,402		1,207
Total Middle School			1,734	1,697	1,672	1,717	1,815	1,840	1,870	1,959	2,558
				1,738	1,791	1,861	1,986	2,033	2,023		2,369
Torrey Pines HS	19	16	3,201	3,461	3,753	4,027	4,205	4,281	4,359	4,437	5,463
<i>ddp 2001 estimate</i>				3,565	3,867	4,159	4,351	4,560	4,741		4,816
9th Graders			840								
Total	21		4,935	5,158	5,425	5,744	6,020	6,121	6,229	6,396	8,021
				5,303	5,648	6,020	6,337	6,593	6,764		7,185
OTHER											
San Dieguito Academy	5		1,401	1,450	1,450	1,450	1,450	1,450	1,450	1,450	1,450
<i>ddp 2001 estimate</i>				1,450	1,450	1,450	1,450	1,450	1,450		1,366
9th Graders			392								
NCA / Sunset	2		307	290	290	290	290	290	290	290	370
<i>ddp 2001 estimate</i>				322	322	322	322	322	322		331
8th Graders			57								
Total	7		1,768	1,740	1,740	1,740	1,740	1,740	1,740	1,740	1,820
				1,772	1,772	1,772	1,772	1,772	1,772		1,897
TOTAL - DISTRICT	87		11,337	11,541	11,961	12,349	12,670	12,830	12,955	13,233	15,238
<i>Difference between 01 vs.02</i>				11,775	12,240	12,636	12,945	13,212	13,409		13,781
				-234	-279	-287	-275	-382	-454		

SCHOOL CAPACITY

The school district annually reviews the student capacity at each campus. In determining school capacity, the administration utilizes specific criteria adopted by the Board of Trustees in Board Policy 7100 / AR-1.

Availability of Facilities Board Policy 7100 / AR-1 (excerpts)

The current capacity of each campus is determined by the number of students who may be served by the existing facility. The following factors will be taken into consideration in determining the capacity of a given campus:

- 1. Number of teaching stations in permanent facilities.*
- 2. Number of teaching stations in temporary (relocatable) facilities.*
- 3. The staffing pattern and level of educational programs offered at the school site.*

The maximum capacity is deemed to be the greatest number of students who can be provided a quality educational program and school environment on a conventional time schedule. The administration will monitor plan capacity annually and make recommendations to the Board with regard to maximum student enrollment consistent with a proper learning environment.

The capacity of a senior high school plant is calculated on a space utilization factor of approximately 85% of the teaching stations at 30 students each except for the San Dieguito High School Academy and Canyon Crest Academy which are calculated on a space utilization factor of approximately 80% of the teaching stations at 30 students each. As a result of class size reduction, two subjects (9th grade English and Algebra 1) are being taught with a maximum class size of 20 students. Therefore, regular teaching stations being used for class size reduction subjects are loaded at 20 students. The ability to fully utilize available instructional space depends on such factors as properly balanced classes and a class size average close to the maximum.

The capacity of a junior high school plant is calculated on a space utilization factor of approximately 85% of the teaching stations with 30 students per teaching station.

The following summary table shows the school capacity for the current year (2003-04). The analysis shows that there is adequate capacity to house current enrollment at the middle school level. However, current enrollment significantly exceeds school capacity at Torrey Pines high school. It should be noted that the current capacity at each campus includes a high percentage of portable or relocatable classrooms. On a district wide basis, the percentage of portable or relocatable classrooms is 40%. These portable or relocatable classrooms have shorter physical life spans than permanent classrooms.

SUMMARY OF SCHOOL CAPACITY 2003-04

School	Perm. Teach. Stations	Relo Teach. Stations	Total Teaching Stations	Capacity 2003-04	CBEDS 2003-04	Enrollment > Perm. Capacity
Middle Schools						
Earl Warren	21	14	35	949	637	102
Oak Crest	15	23	38	1013	925	543
Diegueno	30	12	42	1127	1067	302
Carmel Valley	23	20	43	1204	1198	611
High Schools						
Canyon Crest (Int)	NA	NA	NA	NA	NA	NA
La Costa Cyn.	62	49	111	2753	2702	1116
Torrey Pines	90	43	133	3317	3395	1100
S.D. Academy	39	17	56	1404	1462	546
Sunset/NCA	0	10	10	242	308	308
District Total	280	188	468	12009	11694	4628

While there is an apparent capacity shortage now and in the coming years, two school facilities (Earl Warren and San Dieguito Academy) are also over 25 years of age and require substantial modernization and updating to extend their useful lives. Items for modernization include classrooms, restrooms, food service, mechanical systems, telephone/data systems, and technology. Modernization of these facilities is required to maintain existing capacity.

DISTRICT FACILITIES MASTERPLAN

The district administration has adopted a School Facilities Master Plan dated January 1999 (updated April 2001) which identifies the facilities needed to accommodate enrollment growth as well as the modernization of older facilities. The projects are outlined below with preliminary cost estimates if available. Cost estimates have not been adjusted for inflation.

	<u>Preliminary Cost Estimates</u>
<i>Carmel Valley Expansion</i>	\$ 5.0M
<i>Earl Warren Middle School Modernization</i>	\$ 3.0 M
<i>La Costa Valley Middle School Construction / Site Development</i>	\$18.0 M
<i>San Dieguito Academy Modernization</i>	\$30.0 M
<i>La Costa Canyon High School 6th Quad – Phase 2</i>	\$ 7.0 M
<i>FUA School(s) High School</i>	\$ 104 M
<i>Middle School</i>	Unknown
<i>Continuation High School Expansion</i>	Unknown
<i>Warehouse Modernization & Expansion</i>	\$ 1.5 M
<i>Maintenance Modernization & Expansion</i>	Unknown
<i>Transportation Modernization & Expansion</i>	<u>\$ 5.0 M</u>
Preliminary Total	\$168.5 Million

FACILITIES FUNDING

The District has used a variety of sources to finance the acquisition, construction and modernization of facilities over the years. Because of changing laws and conditions, the District could not always rely on a single source of funding. The following explanation highlights the historical changes that have resulted in the current sources of funding available for district facilities.

Prior to the adoption of Proposition 13 in 1978, over 85% of all school construction on a statewide basis was financed with local monies. The State Lease-Purchase Program was used as a fallback only if local debt could not be issued. The enactment of Proposition 13 prevented school districts from issuing much of their usual debt and, as a consequence, the State Lease-Purchase Program became the principal source of funding for school facilities. The availability of state aid over the years has been unreliable and very uneven because voter approval is required to issue bonds.

Another consequence of the Prop. 13 was that local agencies increasingly turned to developers for direct funding of services and improvements required by new development. The authority to impose fees as a condition to the development of property comes from a local agency's exercise of the police power, as well as from specific grants of statutory authority. School districts received such a grant of authority in 1986 with the adoption of AB 2926 (which is codified in Government Code Section 53080 and Education Code 17620). AB 2926 specifically authorizes school districts to impose fees on new developments to fund needed school facilities.

In November 1998, voters of California approved Proposition 1A also known as SB 50. This measure authorizes the state to issue \$9.2 billion in general obligation bonds for public schools facilities. SB 50 imposes new limitations on the power of cities and counties to require mitigation of school facilities impacts as a condition of approving new development and suspends the series of cases known as "Mira/Hart/Murrieta". However, it also authorizes school districts to levy statutory developer fees at levels, which may be significantly higher than those previously permitted, if a school district could justify it with a "Needs Analysis".

With this background, the following sections briefly describe the five sources of funds available to the District for facilities financing:

- **Fund 18** - This fund comprises of money collected under secured agreements between landowners and the District prior to 1986. Developers entered into these agreements to provide assurances necessary to enable the developer to comply with any requirements of public agencies concerning the adequacy of school facilities to accommodate the needs of the proposed development. The fee is indexed and is collected at time of building permit issuance. The District has used this money to fund a wide array of facilities and educational needs. These funds can be used to support District “capital facility needs”. The unencumbered fund balance is approximately \$2.5 million as of February 2004.
- **Fund 19** - This fund was established at the time AB 2926 was approved in 1986. Government Code Section 53080 restricts the expenditure of money collected under this legislation to the “construction or reconstruction of school facilities”. The facilities funded under this legislation can be permanent or interim. Money cannot be spent on construction or reconstruction of school facilities that does not benefit the students generated by the development paying the fee. The unencumbered fund balance is approximately \$3.6 million as of February 2004.
- **Community Facilities Districts (CFD)** - Beginning in the early 1990’s, the district embarked on a program to form Community Facilities Districts in newly developed areas. To date, the district has formed nine CFD’s (94-1, 94-2, 94-3, 95-1, 95-2, 99-1, 99-2, 99-3, and 03-1) to cover over 13,000 existing and planned residential units. Each CFD was formed by the school district pursuant to provisions of the Mello-Roos Community Facilities Act of 1982 to facilitate the financing and reimbursement of the school district for acquisition and construction of certain school facilities needed to accommodate residential development occurring within the CFD’s.

In October 1998, the school board authorized the creation of the San Dieguito Public Facilities Authority (Authority) pursuant to a joint powers agreement. In December 1998, the Authority issued \$44.66 million in revenue bonds at an average coupon rate of 5.05%. Approximately \$300,000 of the bond proceeds is in a construction account to fund current projects.

- **North City West School Facilities Financing Authority (NCW)** - This authority was formed for the purpose of financing a high school, a junior high school, and five elementary schools in the original North City West area of San Diego. In 1988, a CFD was formed to cover over 10,000 existing and proposed residential units. NCW has allocated approximately \$17.4 million towards the current construction of Canyon Crest Academy.

State School Building Program - The District has received funding approval for the San Dieguito Academy modernization project totaling \$3.2 million, as well as \$41 million for the current construction of Canyon Crest Academy.

Facilities Funding Summary

The District has identified at least \$168.5 million in needed facilities. This is a preliminary cost estimate and does not reflect all needed projects nor is the estimate adjusted for inflation. Combining all the current funding sources, there is approximately \$74.9 million potentially available. Therefore, this analysis shows a funding gap of at least \$93.6 million.

FINDINGS

Assembly Bill 2926 enacted in 1987, adds section 53080 to the Government Code. This section says in part, “The governing board of any school district is authorized to levy a fee, charge, dedication, or other form of requirement against any development project.....for new construction within the boundaries of the district, for the construction or reconstruction of school facilities...”. The legislation provides the option for districts in need to collect these fees at the time of issuance of the building permit. The city or county must certify with the appropriate school district that the developer has complied with the fee requirement prior to the issuance of the building permit.

The legislation also prescribes a limit on the fees that can be collected by adding section 65995 to the Government Code. Section 65995 goes on to add the following condition to the collection of fees for commercial and industrial development:

“No fee, charge, dedication, or other form of the requirement may be levied by any school district governing board upon any commercial or industrial development unless and until the governing board has first made the finding that the location and amount of land to be dedicated or the amount of fees to be paid, or both, shall bear a reasonable relationship and be limited to the need for schools caused by the development”

Government Code Section 65995(b)(3) requires the maximum developer fee to be adjusted in 1990 and every two years thereafter by the change in the Class B construction cost index, as determined by the State Allocation Board. The cost index for Class B construction increased 17.24 percent during the period December 2003 through December 2005. As such, developer fees were adjusted upward by the SAB on January 28, 2004 to \$2.63 (from \$2.24) per square foot for residential and \$0.42 (from \$0.36) per square foot for commercial/industrial.

Since San Dieguito Union High School District services only grades 7-12 for Cardiff, Encinitas, Del Mar and Solana Beach and grades 9-12 for Rancho Santa Fe, the District

collects a prorata share of the maximum school mitigation fee. The district has been collecting \$1.19 and \$0.85 per square foot for residential and \$0.195 and \$0.135 per square foot for commercial/industrial space.

The District has conducted an extensive demographic study including housing and student growth projections. This study established the strong relationship (nexus) between the growth of residential development and the need for school facilities. Analysis of typical land costs, school construction costs and applying relevant student generation factors for the District indicate a school facilities cost per square foot of approximately \$1.46 per square foot of residential area for grades 7-12. This greatly exceeds the current maximum (prorata) developer fee of \$1.385 per square foot for residential. Based on our review and analysis of pertinent data, a strong nexus has been established which clearly justifies the level of impact fees for residential development.

In a Commercial/Industrial School Fee Justification Study by Public Economics, Inc., June 1992, the report demonstrated a strong nexus between commercial/industrial development and demand for school facilities. The methodology used to analyze the magnitude of the relationship included the following:

- C & I Development → Jobs within the District
- Job Creation → New households within the District
- Household formation → New students within the District
- New students → Need for new school facilities in the District

It is clear that both commercial and industrial development creates jobs within the District. This job creation leads to new households and to new household formation, which in turn generates new students for the District. In SANDAG's Interim Series 8 Regional Growth Forecast dated May 1995, total employment within SDUHSD's boundaries is expected to increase 4,921 jobs (10%) between 2000 and 2005. Much of this new job growth will be the result of new commercial and industrial development within the District's boundaries.

Data from P.E.I's justification study indicate mitigation amounts by land use ranging from \$398 (industrial/manufacturing) to \$728 (office) per 1,000 square feet of development for San Dieguito Union High School District. This translates to a justified fee of \$0.398 to \$0.728 per square foot of building area for grades K-12. It is this relationship among commercial/industrial facilities, employees, children and schools that serve as the justification to levy school fees on commercial/industrial developments to its current legal maximum of \$0.225 and \$0.165 per square foot on a prorata basis. This study has been previously reviewed and adopted by the Board of Trustees of the San Dieguito Union High School District.

The information and data in this report regarding enrollment growth, facilities need and financing options clearly indicate that it is appropriate for the San Dieguito Union High School District Governing Board to make the following findings:

1. That the amount of fees to be paid by residential development in the District are reasonably related to the needs of the community for junior high, high school, and related support facilities.
2. That the amount of fees to be paid by commercial and industrial development in the District are reasonably related to the need for schools and related support facilities caused by that development.

SUMMARY

After reviewing demographic and justification studies and considering the needs, costs, findings and relationships, it is evident that local developer fees alone are inadequate to meet the District's future school facilities needs. It is necessary for the District to continue participating in the State Building Program, create Community Facilities Districts, enter into mitigation agreements with developers, as well as levy developer fees at the maximum level possible to meet the facility needs of the San Dieguito Union High School District.

**2006 STATUTORY DEVELOPER FEE SCHEDULE
Proposed**

School District	Residential	Split	Commercial/ Senior Housing	Split
	2.630		\$0.420	
San Dieguito	1.045	39.73%	\$0.165	39.29%
Rancho Santa Fe	1.585	60.27%	\$0.255	60.71%
San Dieguito	1.385	52.66%	\$0.225	53.57%
<i>Cardiff*</i> (no change from 1998)	0.895	34.03%	\$0.144	34.29%
Del Mar	1.245	47.34%	\$0.195	46.43%
<i>Encinitas*</i>	1.245	47.34%	\$0.200	47.62%
Solana Beach	1.245	47.34%	\$0.195	46.43%

*Cardiff & Encinitas collect their own fees

San Dieguito Union High School District

INFORMATION FOR BOARD OF TRUSTEES

TO: BOARD OF TRUSTEES

DATE OF REPORT: January 24, 2006

BOARD MEETING DATE: February 2, 2006

PREPARED BY: Steve Ma, Exec. Director of Business Services
Eric J. Hall, Assoc. Supt. of Business Services

SUBMITTED BY: Peggy Lynch, Ed.D.
Superintendent

SUBJECT: Adoption of Policy 5116.1 and 5116.1 / AR-1
Intradistrict Open Enrollment

Additional revisions were made to the policy and AR between the first and second reading to clarify a number of items: (1) schools with waiting lists (SDA and possibly CCA) shall give students on the waiting list priority over students transferring from outside the attendance area and (2) rated capacity was redefined to mean "program capacity".

RECOMMENDATION:

It is recommended that the Board adopt policy 5116.1 and 5116.1 / AR-1 as shown in the attached supplement.

FUNDING SOURCE:

Not applicable.

AGENDA ITEM: 19 A

INTRADISTRICT OPEN ENROLLMENT

The Board of Trustees desires to provide enrollment options that meet the diverse needs and interests of district students and shall annually review these options.

Students who reside within district boundaries may apply for enrollment in any district school. The Superintendent or designee shall determine the capacity of each district school and establish a random, unbiased selection process for the admission of students from outside a school's attendance area. In accordance with law, no student currently residing within a school's attendance area shall be displaced by another student.

The Board retains the authority to maintain appropriate racial and ethnic balances among district schools.

Enrollment Priorities

Schools receiving requests for admission shall give priority for attendance to siblings of children already in attendance in that school.

A student may be given priority for attendance outside his/her current attendance area when special circumstances exist that may be harmful or dangerous to that particular student. Harmful or dangerous special circumstances shall be identified pursuant to law and administrative regulations.

Schools or specialized programs that have a waiting list shall give students on the waiting list priority over students transferring from outside the attendance area.

~~Schools or specialized programs that had a waiting list on or before July 1, 1994, shall give students on the waiting list priority over students transferring after July 1, 1994, from outside the attendance area.~~

~~Any student attending a school prior to July 1, 1994, shall be considered a current resident of that school until the student graduates or is promoted from that school.~~

Once enrolled, a student shall not have to apply for readmission. However, the student may be subject to displacement due to excessive enrollment.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

Policy Adopted: March 17, 1994

Policy Revised: December 2, 1999

Policy Revised: January 19, 2006

STUDENTS

5116.1

The Superintendent or designee shall inform parents/guardians when certain schools or grade levels within a school are currently, or are likely to be, at capacity and therefore unable to accommodate any new students.

Transportation

The district shall not provide transportation outside the school's attendance area.

Legal Reference: CALIFORNIA EDUCATION CODE

35160.5 District policies; rules and regulations
35291 Rules
35351 Assignment of students to particular schools
48980 Notice at beginning of term
Crawford v. Board of Education (1976) 17 Cal.3d 280

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

Policy Adopted: March 17, 1994
Policy Revised: December 2, 1999
Policy Revised: January 19, 2006

PROPOSED

INTRADISTRICT OPEN ENROLLMENT

It is the policy of the Governing Board to provide options and meet the diverse needs, potential and interests of district students through an intra-district open enrollment policy on a space available basis limited only by the district's need to maintain appropriate racial and ethnic balances among district schools.

Enrollment Priorities

1. No student currently residing within a school's attendance area shall be displaced by another student as a result of the intra-district open enrollment transfer process.
2. The Governing Board retains the authority to maintain appropriate racial and ethnic balances among district schools. This authority takes precedence over the individual parent/guardian school choice if the two objectives are in conflict.
3. The Governing Board believes that all students are entitled to equity and access to educational support services. Administrative exceptions may be considered by local site staff to address the special instructional needs of individual students. These may include, but are not limited to, English as a Second Language/Bilingual Programs, or specialized programs requiring site facilities.
4. Requests for entrance to the specialized high school programs at Sunset Continuation High School or North Coast Alternative High School will be honored by employing existing criteria and the comprehensive high school administrative recommendations.
5. Once enrolled as an intra-district transfer, a student shall not have to apply for annual readmission. However, the student may be subject to displacement due to excessive enrollment.
6. Students who transfer from one school to another within the district shall be eligible for all athletic competition except varsity level competition in sports in which the student has competed in any level of interscholastic competition during the twelve calendar months preceding the date of such transfer.
7. With the exception of athletic eligibility, students approved to attend a school on an intra-district open enrollment

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

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- Administrative Regulation Revised: January 11, 2006

transfer shall be entitled to the identical student rights, responsibilities, and expectations as applied to all students living within that school's attendance boundaries. This includes student behavior expectations and equal discipline consequences, positive attendance and academic progress.

Selection Procedures

Canyon Crest Academy

A. The capacity of Canyon Crest Academy shall be determined by the Board of Trustees. All 9-12 (~~9th & 10th~~ 9th, 10th & 11th grades for the 2004-05 **06-07** school year) students who reside within district boundaries are eligible to apply for admission to the Canyon Crest Academy. (As grade levels are added, students from that grade level throughout the district will be eligible to apply for enrollment at CCA.) Completed applications are to be mailed or delivered directly to the school prior to the designated deadline. If applications for admission exceed the ~~rated~~ **program** capacity of the school, a random, unbiased process will be followed to select those applicants eligible to enroll. Those not selected to enroll initially will be placed on a waiting list by grade level in the priority order in which they were selected. A waiting list will remain in force for one full year.

B. San Dieguito High School Academy

The capacity of San Dieguito High School Academy shall be determined by the Board of Trustees. All 9-12 students who reside within district boundaries are eligible to apply for admission to the San Dieguito High School Academy. Completed applications are to be mailed or delivered to the school prior to the designated deadline. If applications for admission exceed the ~~rated~~ **program** capacity of the school, a random, unbiased process will be followed to select those applicants eligible to enroll. Those not selected to enroll initially will be placed on a waiting list by grade level in the priority order in which they were selected. A waiting list will remain in force for one full year.

C. All Other Schools

1. On or before January 15 each year, the Superintendent or designee shall identify those schools within the district that have available capacity for intra-district transfers

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

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Administrative Regulation Revised: January 11, 2006

for the following school year under the district's open enrollment policy. A list of these schools and open enrollment applications shall be available at all school offices.

2. All students who submit applications to the district by March 1 shall be eligible for admission to their school of choice the following school year under the district's open enrollment policy if the requested school has not reached capacity and if the district's racial and ethnic balance is maintained. Applications received after the deadline may be considered if further openings exist.
3. Students with siblings currently attending the school of choice may be given priority for attendance.
4. Enrollment in a school of choice shall be determined by lot from the eligible applicant pool, and a waiting list shall be established to indicate the order in which students may be accepted as openings occur. Late applications may be added to the waiting list in the order in which they apply.
5. If open enrollment requests exceed capacity, students may select second and third choice options. Students with approved transfer requests are expected to attend the selected school of choice for the duration of the normal academic school year.
6. The Superintendent or designee shall inform applicants by mail as to whether their applications have been approved, denied, or placed on a waiting list. If the application is denied, the reasons for denial shall be stated.
7. Applicants who receive approval must confirm their enrollment within two weeks.

The student whose request for intra-district open enrollment transfer has been denied may appeal the decision. All appeals shall be in writing and directed to the Director of Pupil Personnel Services. A response to the appeal shall be in writing outlining the conditions or factors related to the final disposition of the transfer appeal request.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

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Administrative Regulation Revised: January 11, 2006

Space Available

The capacity and available space has been identified for schools throughout the San Dieguito Union High School District for the 20056-20067 school year as follows:

<u>Schools</u>	<u>New Capacity</u>	<u>Projected Enrollment</u> <u>056-067</u>	<u>Space Available</u> <u>056-067</u>
La Costa Canyon ¹	2802	2,555 2,571	200
San Dieguito Academy	1,404 1,427	1,500	-0-
Torrey Pines ^{1,2} High School	3,096 2,985	3,045 2,901	-0-
Earl Warren Middle School	898 872	547 582	350 250
Carmel Valley ² Middle School	1,306	1,272 1,325	-0-
Oak Crest Middle School	987 1,000	1,010 909	-0- 90
Diegueño Middle School	1,115 1,102	945 902	150 200
Canyon Crest ³ Academy	1,715	850 1,275	150 400

¹ Space available is subject to applications accepted and verification of actual enrollment at the two high schools of choice (San Dieguito Academy and Canyon Crest Academy).

² ~~Assumes the installation of four new portable classrooms in the summer of 2005.~~ **Assumes the return of 4 temporary classrooms (P5-P8) and the removal of 6 old portable classrooms (73-75 and 82-84).**

³ ~~Space available is subject to completion of the permanent facility scheduled for the fall of 2005.~~ Enrollment for 20056-067 limited to ~~1,000~~ 1,275 students based on 9th and, 10th and 11th grade program

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capacity.

Notifications

Notifications shall be sent to parents/guardians at the beginning of each year describing all current statutory attendance options and local attendance options available in the district including:

1. All options for meeting residency requirements for school attendance.
2. Program options offered within local attendance areas.
3. A description of any special program options available on both an inter-district and intra-district basis.
4. A description of the procedure for application for alternative attendance areas or programs and the appeals process available, if any, when a change of attendance is denied.
5. A district application form for requesting a change of attendance.
6. The explanation of attendance options under California law as provided by the California Department of Education.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

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San Dieguito Union High School District

INFORMATION FOR BOARD OF TRUSTEES

TO: BOARD OF TRUSTEES

DATE OF REPORT: January 24, 2006

BOARD MEETING DATE: February 2, 2006

PREPARED BY: Steve Ma, Exec. Director of Business Services
Eric J. Hall, Assoc. Supt. of Business Services

SUBMITTED BY: Peggy Lynch, Ed.D.
Superintendent

SUBJECT: Adoption of Policy 7100 / AR-1
Student Housing Capacity

Attached is the revised policy for Student Housing Capacity.

RECOMMENDATION:

It is recommended that the Board adopt policy 7100 / AR-1 as shown in the attached supplement.

FUNDING SOURCE:

Not applicable.

AGENDA ITEM: 19 B

PROPOSED

NEW CONSTRUCTION

7100/AR-1
ATTACHMENT A

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
STUDENT HOUSING CAPACITY

I. High Schools - Regular Schedule

The capacity of a senior high school plant is calculated on a space utilization factor of approximately 85% of the teaching stations at 30 students each except for the San Dieguito High School Academy and Canyon Crest Academy, which are calculated on a space utilization factor of approximately 80% of the teaching stations at 30 students each. As a result of class size reduction, ~~two subjects (9th grade English and Algebra 1)~~ **a variety of courses, including 9th grade English and geometry**, are being taught with a maximum class size of 20 students. Therefore, regular teaching stations being used for class size reduction subjects are loaded at 20 students. The ability to fully utilize available instructional space depends on such factors as properly balanced classes and a class size average close to the maximum.

1. San Dieguito High School Academy has ~~55~~ **54** regular teaching stations, 4 physical education classes and 1 special education/opportunity teaching stations.
 - a. ~~48.95~~ **49.84** regular teaching stations
~~48.95~~ **49.84** x 30 x 80% = ~~1,174.80~~ **1,196.16**
 - b. ~~6.05~~ **6.16** class size reduction teaching stations
~~6.05~~ **6.16** x 20 x 80% = ~~96.80~~ **98.56**
 - c. 4 P.E. teaching stations
4 x 30 = 120
 - d. 1 special education/opportunity teaching stations
1 x 15 x 80% = 12
 - e. Total capacity (a + b + c + d) = ~~1,404~~ **1,427**

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

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2. Torrey Pines has ~~113~~ **115** regular teaching stations, 6 physical education classes and 11 special education/opportunity teaching stations.
- ~~100.57~~ **102.35** regular teaching stations
~~100.57~~ **102.35** x 30 x 85% = ~~2564.54~~ **2,609.93**
 - ~~12.43~~ **12.65** class size reduction teaching stations
~~12.43~~ **12.65** x 20 x 85% = ~~211.31~~ **215.05**
 - 6 P. E. teaching stations
6 x 30 = 180
 - 11 special education/opportunity teaching stations
11 x 15 x 85% = 140.25
 - Total capacity (a + b + c + d) = ~~3096~~ **3,145**
3. La Costa Canyon has 100 regular teaching stations, 6 physical education classes and 13 special education/opportunity teaching stations.
- 89.00 regular teaching stations
89.00 x 30 x 85% = 2269.50
 - 11 class size reduction teaching stations
11 x 20 x 85% = 187
 - 6 P. E. teaching stations
6 x 30 = 180
 - 13 special education/opportunity teaching stations
13 x 15 x 85% = 165.75
 - Total capacity (a + b + c + d) = 2802
4. Canyon Crest Academy (~~Fall 2005 Completion~~) has 69 regular teaching stations and 4 physical education classes. No special education classrooms have been designated at this

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

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time.

- a. 61 regular teaching stations
 $61 \times 30 \times 80\% = 1473.84$
 - b. 8 class size reduction teaching stations
 $8 \times 20 \times 80\% = 121.44$
 - b. 4 P.E. teaching stations
 $4 \times 30 = 120$
 - d. Total Capacity (a+b+c) = 1715
4. Sunset/NCA (Continuation) provides a highly individualized program that has 9 regular teaching stations and 1 special education teaching stations.
- a. 9 regular teaching stations
 $9 \times 30 \times 85\% = 230$
 - b. 1 special education teaching stations
 $1 \times 15 \times 85\% = 12.75$
 - c. Total capacity (a + b) = 242

II. Middle School - Regular Schedule

The capacity of a middle school plant is calculated on a space utilization factor of approximately 85% of the teaching stations with 30 students per teaching station.

1. Earl Warren has ~~28~~ **27** regular teaching stations, 4 physical education classes and 5 special education/opportunity classes.
- a. ~~28~~ **27** regular teaching stations
~~28~~ **27** $\times 30 \times 85\% = 714$ **688.50**
 - b. 4 P. E. teaching stations
 $4 \times 30 = 120$

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

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NEW CONSTRUCTION

**7100/AR-1
ATTACHMENT A**

- c. 5 special education/opportunity teaching stations
 $5 \times 15 \times 85\% = 63.75$
- d. Total capacity (a + b + c) = ~~898~~ **872**

- 2. Oak Crest has ~~32~~ **33** regular teaching stations, 4 physical education classes and ~~4~~ **3** special education/opportunity teaching stations.
 - a. ~~32~~ **33** regular teaching stations
 $\del{32} \text{ } 33 \times 30 \times 85\% = \del{816} \text{ } 841.50$
 - b. 4 P. E. teaching stations
 $4 \times 30 = 120$
 - c. ~~4~~ **3** special education/opportunity teaching stations
 $\del{4} \text{ } 3 \times 15 \times 85\% = \del{51} \text{ } 38.25$
 - d. Total capacity (a + b + c) = ~~987~~ **1,000**

- 3. Diegueño has 36 regular teaching stations, 4 physical education classes and ~~6~~ **5** special education/opportunity teaching stations.
 - a. 36 regular teaching stations
 $36 \times 30 \times 85\% = 918$
 - b. 4 P. E. teaching stations
 $4 \times 30 = 120$
 - c. ~~6~~ **5** special education/opportunity teaching stations
 $\del{6} \text{ } 5 \times 15 \times 85\% = \del{76.50} \text{ } 63.75$
 - d. Total capacity (a + b + c) = ~~1115~~ **1,102**

- 4. Carmel Valley has 46 regular teaching stations, 4 physical education classes and 1 special education/ opportunity teaching stations. ~~Assumes four portable classrooms added~~

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

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Attachment Revised: January 11, 2006

NEW CONSTRUCTION

~~in the summer of 2005.~~

- a. 46 regular teaching stations
46 x 30 x 85% = 1173
- b. 4 P. E. teaching stations
4 x 30 = 120
- c. 1 special education/opportunity teaching stations
1 x 15 x 85% = 12.75
- d. Total capacity (a + b + c) = 1306

III. Total Capacity

The District's capacity to house students is summarized as follows:

TABLE 1

SCHOOL	TOTAL TEACHING STATIONS	TOTAL CAPACITY 2003/04 2005/06
SAN DIEGUITO ACADEMY	57 56	1427 1404
CANYON CREST ACADEMY	69	1715
TORREY PINES	124 126	3,096 3,145
LA COSTA CANYON	113	2,802
SUNSET/NCA	10	242
DIEGUEÑO	42 41	1,115 1,102
CARMEL VALLEY	47	1,306
EARL WARREN	33 32	898 872

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

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OAK CREST	36	987 1,000
TOTALS	531 520	13,565 13,611

IV. Exceeding Capacity

It is possible to exceed projected capacity at both the high school or ~~junior high~~ **middle** school level by such procedures as:

1. Schedule modification - extending the school day to permit more students to take advantage of specialized facilities such as shops and laboratories.
2. Facility modification - utilization of space not specifically designed for instruction purposes; i.e., faculty lounges, storage areas, etc.

While both procedures have been utilized to increase plant capacity, they do not provide an optimum learning environment for students.

V. Policy on Mitigating the Impact of New Residential and Commercial Development

The district will work with city and county planning agencies, property owners and developers to anticipate new development and to develop school facility financing plans designed to mitigate the impact of new residential and commercial development on the district based on student generation rates established by district studies.

This will enable the district to plan and construct permanent facilities district-wide to accommodate growth and student enrollment.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

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San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: January 17, 2006

BOARD MEETING DATE: February 2, 2006

PREPARED BY: Frederick Labib-Wood
Director Classified Personnel

SUBMITTED BY: Peggy Lynch, Ed.D.
Superintendent

SUBJECT: Proposed Revision to Board Policies
4351.1, 4451.1 and 4551.1 Personal
Illness or Injury Leave

EXECUTIVE SUMMARY

This item is being submitted for first review at the Board's meeting of February 2, 2006.

These three Board Policies set forth the leave provisions pertaining to personal illness or injury leave for classified employees in the management, supervisory, and confidential categories.

The purpose of the proposed revisions is to align the District's policies with the current provisions of the Education Code, specifically Section 45196. Development of the proposed revision included review by County Counsel.

RECOMMENDATION:

That the Board adopt these proposed revisions at its regular meeting of February 23, 2006.

FUNDING SOURCE:

District General and Special Funds.

Attachments

MANAGEMENT

4351.1

Personal Illness or Injury Leave

1. Sick leave is the authorized absence of an employee because of illness or injury or exposure to contagious disease.
2. A regular full-time management employee shall earn paid sick leave in the amount of twelve (12) days for each year of service. A management employee employed less than full time shall earn that proportion of paid sick leave as the number of days he/she is employed compared to full time employment. Unused sick leave may be accumulated without limit.
3. Employees shall have the appropriate number of sick leave days credited to them at the beginning of each school year.
4. Accumulated illness or injury leave may be transferred according to the provisions of the Education Code in effect at the time of transfer.
5. If an employee resigns or is terminated and has used more illness or injury leave than was earned, the amount used, but not earned shall be deducted from his/her final pay warrant.
6. Employees should contact the District Personnel Office in advance of taking illness or injury leave whenever possible.
7. Employees returning to work from leave after major surgery or major illness shall be required to present a doctor's release verifying medical permission prior to returning to work.
8. If circumstances dictate, the Superintendent may require evidence satisfactory to the district to verify authorized use of sick leave.
9. **Any unused sick leave credit may be used by the employee for sick leave purposes, without loss of compensation**
 - a. **For Certificated Management:** Upon exhaustion of all accumulated sick leave credit a certificated employee who continues to be absent for the purposes of this policy shall receive differential pay for a period not to exceed five (5) continuous months. In order to qualify for differential pay, an employee shall first utilize all accumulated sick leave and in no event shall days of differential pay when combined with sick leave credit utilization exceed on hundred (100) days in any school

San Dieguito Union High School District

Policy Adopted: May 7, 1987

Policy Revised: August 17, 2000

Policy Revised: DRAFT: February 2, 2006

year. Only one increment of differential pay shall be allowed for any single and continuous absence that extends into the next school year. Differential pay is defined as the difference between the substitute's and the employee's regular pay.

- b. For Classified Management: Upon exhaustion of all accumulated sick leave credit, a classified employee who continues to be absent for the purposes of this policy shall receive 50% pay. In no event shall days of 50% pay when combined with sick leave credit utilization exceed one hundred (100) days in any fiscal year.
9. ~~Any unused sick leave credit may be used by the employee for sick leave purposes, without loss of compensation. Upon exhaustion of all accumulated sick leave credit, an employee who continues to be absent for purposes of this policy shall receive differential pay for a period not to exceed five (5) continuous months. In order to qualify for differential pay, an employee shall first utilize all accumulated sick leave and in no event shall days of differential pay when combined with sick leave credit utilization exceed one hundred (100) days in any school year. Only one increment of differential pay shall be allowed for any single and continuous absence that extends into the next school year. Differential pay is defined as the difference between the substitute's and the employee's regular pay.~~
10. A management employee who has exhausted all available paid leaves and who is absent due to a non-industrial accident or illness may be granted additional unpaid leave by the district, not to exceed six (6) months. The district may renew this unpaid leave for two (2) additional six-month periods.

Personal Illness or Injury Leave

1. Sick leave is the authorized absence of an employee because of illness or injury or exposure to contagious disease.
2. A regular full-time management employee shall earn paid sick leave in the amount of twelve (12) days for each year of service. A management employee employed less than full time shall earn that proportion of paid sick leave as the number of days he/she is employed compared to full time employment. Unused sick leave may be accumulated without limit.
3. Employees shall have the appropriate number of sick leave days credited to them at the beginning of each school year.
4. Accumulated illness or injury leave may be transferred according to the provisions of the Education Code in effect at the time of transfer.
5. If an employee resigns or is terminated and has used more illness or injury leave than was earned, the amount used, but not earned shall be deducted from his/her final pay warrant.
6. Employees should contact the District Personnel Office in advance of taking illness or injury leave whenever possible.
7. Employees returning to work from leave after major surgery or major illness shall be required to present a doctor's release verifying medical permission prior to returning to work.
8. If circumstances dictate, the Superintendent may require evidence satisfactory to the district to verify authorized use of sick leave.
9. Any unused sick leave credit may be used by the employee for sick leave purposes, without loss of compensation. Upon exhaustion of all accumulated sick leave credit, an employee who continues to be absent for purposes of this policy shall receive differential pay for a period not to exceed five (5) continuous months. In order to qualify for differential pay, an employee shall first utilize all accumulated sick leave and in no event shall days of differential pay when combined with

Policy Adopted: May 7, 1987

Policy Revised: August 17, 2000

Personal Illness or Injury Leave - continued:

sick leave credit utilization exceed one hundred (100) days in any school year. Only one increment of differential pay shall be allowed for any single and continuous absence that extends into the next school year. Differential pay is defined as the difference between the substitute's and the employee's regular pay.

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

Policy Adopted: May 7, 1987

Policy Revised: August 17, 2000

Personal Illness or Injury Leave

1. Sick leave is the authorized absence of an employee because of illness or injury or exposure to contagious disease.
2. A regular full-time Supervisory employee (probationary and permanent) shall earn paid sick leave in the amount of twelve (12) days for each year of service. A Supervisory employee employed less than full time shall earn that proportion of paid sick leave as the number of days he/she is employed compared to full time employment. Unused sick leave may be accumulated without limit.
3. Employees shall have the appropriate number of sick leave days credited to them at the beginning of each school year.
4. Accumulated illness or injury leave may be transferred according to the provisions of the Education Code in effect at the time of transfer.
5. If an employee resigns or is terminated and has used more illness or injury leave than was earned, the amount used, but not earned shall be deducted from his/her final pay warrant.
6. Pay for any day of sick leave shall be the same pay the employee would have received if he/she had worked that day, except as provided by the Education Code.
7. Employees should contact the District Personnel Office in advance of taking illness or injury leave whenever possible.
8. Employees returning to work from leave after major surgery or major illness shall be required to present a doctor's release verifying medical permission prior to returning to work.
9. If circumstances dictate, the Assistant Superintendent/Human Resources may require evidence satisfactory to the district to verify authorized use of sick leave.
10. Any unused sick leave credit may be used by the employee for sick leave purposes, without loss of compensation. In no event shall days of 50% pay when combined with sick leave credit utilization exceed one hundred (100) days in any school year. ~~Only one increment of 50% pay shall be allowed for any single and continuous absence that extends into the next school year.~~

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

Policy Adopted: August 17, 2000

Policy Revised: DRAFT: February 2, 2006

SUPERVISORY

4551.1

11. After exhaustion of paid sick leave, an employee who is ill or injured may, upon request, use accumulated vacation to avoid leave without pay.
12. Sick leave may be taken at any time provided that new employees with probationary status only may use a maximum of six (6) days paid sick leave during their initial probationary period.
13. A Supervisory employee who has exhausted all available paid leaves and who is absent due to a non-industrial accident or illness may be granted additional unpaid leave by the district, not to exceed six (6) months. The district may renew this unpaid leave for two (2) additional six-month periods.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

Policy Adopted: August 17, 2000

Policy Revised: DRAFT: February 2, 2006

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Personal Illness or Injury Leave

1. Sick leave is the authorized absence of an employee because of illness or injury or exposure to contagious disease.
2. A regular full-time Supervisory employee (probationary and permanent) shall earn paid sick leave in the amount of twelve (12) days for each year of service. A Supervisory employee employed less than full time shall earn that proportion of paid sick leave as the number of days he/she is employed compared to full time employment. Unused sick leave may be accumulated without limit.
3. Employees shall have the appropriate number of sick leave days credited to them at the beginning of each school year.
4. Accumulated illness or injury leave may be transferred according to the provisions of the Education Code in effect at the time of transfer.
5. If an employee resigns or is terminated and has used more illness or injury leave than was earned, the amount used, but not earned shall be deducted from his/her final pay warrant.
6. Pay for any day of sick leave shall be the same pay the employee would have received if he/she had worked that day, except as provided by the Education Code.
7. Employees should contact the District Personnel Office in advance of taking illness or injury leave whenever possible.
8. Employees returning to work from leave after major surgery or major illness shall be required to present a doctor's release verifying medical permission prior to returning to work.
9. If circumstances dictate, the Assistant Superintendent/Human Resources may require evidence satisfactory to the district to verify authorized use of sick leave.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICTPolicy Adopted: August 17, 2000

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Personal Illness or Injury Leave - continued:

10. Any unused sick leave credit may be used by the employee for sick leave purposes, without loss of compensation. In no event shall days of 50% pay when combined with sick leave credit utilization exceed one hundred (100) days in any school year. Only one increment of 50% pay shall be allowed for any single and continuous absence that extends into the next school year.
11. After exhaustion of paid sick leave, an employee who is ill or injured may, upon request, use accumulated vacation to avoid leave without pay.
12. Sick leave may be taken at any time provided that new employees with probationary status only may use a maximum of six (6) days paid sick leave during their initial probationary period.
13. A Supervisory employee who has exhausted all available paid leaves and who is absent due to a non-industrial accident or illness may be granted additional unpaid leave by the district, not to exceed six (6) months. The district may renew this unpaid leave for two (2) additional six-month periods.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICTPolicy Adopted: August 17, 2000

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PROPOSED

CONFIDENTIAL

4451.1

Personal Illness or Injury Leave

1. Sick leave is the authorized absence of an employee because of illness or injury or exposure to contagious disease.
2. A regular full-time confidential employee (probationary and permanent) shall earn paid sick leave in the amount of twelve (12) days for each year of service. A confidential employee employed less than full time shall earn that proportion of paid sick leave as the number of days he/she is employed compared to full time employment. Unused sick leave may be accumulated without limit.
3. Employees shall have the appropriate number of sick leave days credited to them at the beginning of each school year.
4. Accumulated illness or injury leave may be transferred according to the provisions of the Education Code in effect at the time of transfer.
5. If an employee resigns or is terminated and has used more illness or injury leave than was earned, the amount used, but not earned shall be deducted from his/her final pay warrant.
6. Pay for any day of sick leave shall be the same pay the employee would have received if he/she had worked that day, except as provided by the Education Code.
7. Employees should contact the District Personnel Office in advance of taking illness or injury leave whenever possible.
8. Employees returning to work from leave after major surgery or major illness shall be required to present a doctor's release verifying medical permission prior to returning to work.
9. If circumstances dictate, the Assistant Superintendent/Human Resources may require evidence satisfactory to the district to verify authorized use of sick leave.
10. Any unused sick leave credit may be used by the employee for sick leave purposes, without loss of compensation. In no event shall days of 50% pay when combined with sick leave credit utilization exceed one hundred (100) days in any school

San Dieguito Union High School District

Policy Adopted: May 7, 1987

Policy Revised: August 17, 2000

Policy Revised: DRAFT: February 2, 2006

1/2

CONFIDENTIAL

4451.1

~~year. Only one increment of 50% pay shall be allowed for any single and continuous absence that extends into the next school year.~~

11. After exhaustion of paid sick leave, an employee who is ill or injured may, upon request, use accumulated vacation to avoid leave without pay.
12. Sick leave may be taken at any time provided that new employees with probationary status only may use a maximum of six (6) days paid sick leave during their initial probationary period.
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San Dieguito Union High School District

Policy Adopted: May 7, 1987

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Personal Illness or Injury Leave

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2. A regular full-time confidential employee (probationary and permanent) shall earn paid sick leave in the amount of twelve (12) days for each year of service. A confidential employee employed less than full time shall earn that proportion of paid sick leave as the number of days he/she is employed compared to full time employment. Unused sick leave may be accumulated without limit.
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9. If circumstances dictate, the Assistant Superintendent/Human Resources may require evidence satisfactory to the district to verify authorized use of sick leave.

Policy Adopted: May 7, 1987

Policy Revised: August 17, 2000

Personal Illness or Injury Leave - continued:

10. Any unused sick leave credit may be used by the employee for sick leave purposes, without loss of compensation. In no event shall days of 50% pay when combined with sick leave credit utilization exceed one hundred (100) days in any school year. Only one increment of 50% pay shall be allowed for any single and continuous absence that extends into the next school year.
11. After exhaustion of paid sick leave, an employee who is ill or injured may, upon request, use accumulated vacation to avoid leave without pay.
12. Sick leave may be taken at any time provided that new employees with probationary status only may use a maximum of six (6) days paid sick leave during their initial probationary period.
13. A confidential employee who has exhausted all available paid leaves and who is absent due to a non-industrial accident or illness may be granted additional unpaid leave by the district, not to exceed six (6) months. The district may renew this unpaid leave for two (2) additional six-month periods.

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