

March 23, 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**

March 23, 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. To consider personnel issues, pursuant to Government Code Sections 11126 and 54957 (limited to consideration of the appointment, employment, evaluation of performance, discipline/release, dismissal of a public employee or to hear "complaints or charges brought against such employee by another person or employee unless the employee requests a public session").
 - b. To discuss potential litigation, pursuant to Government Code Sections 3549.1 and 54957.6.
 - c. Conference with Labor Negotiators, pursuant to Government Code Sections 3549.1 and 54957.6.

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

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

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 March 9, 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. School Update/Diegueno Middle School
- 7F. School Update/Earl Warren Middle School
- 7G. Report/Career Tech

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.

10. APPROVAL OF FIELD TRIPS

Approve field trips, as shown in the attached supplement.

BUSINESS

11. APPROVAL/RATIFICATION OF AGREEMENTS

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

- a) Roesling, Nakamura Terada Architects to provide design, contract document preparation, and construction administration support for the Refurbish Restrooms at Earl Warren Middle School project, during the period March 24, 2006 through April 1, 2007, for an amount not to exceed \$12,000.00 plus reimbursable expenses, to be expended from the Deferred Maintenance Fund 14-00.
- b) SchoolDude.com to provide annual software maintenance for on-line maintenance requisitioning system, during the period April 1, 2006 through March 31, 2007, for an amount not to exceed \$10,701.00, to be expended from the General Fund 03-00.
- c) Consulting & Inspection Services to provide DSA inspection services for the San Dieguito High School Academy Addition and Fire Alarm Upgrade project, during the period February 27, 2006 through March 31, 2006, for an amount not to exceed \$2,100.00, to be expended from Mello Roos funds.
- d) Playwrights Project to facilitate advanced playwrighting sessions for the honors/advanced drama class at La Costa Canyon High School, during the period March 16, 2006 through March 30, 2006, for an amount not to exceed \$900.00, to be expended from the General Fund 03-00.
- e) Inland Foundation Engineering, Inc. to provide in-plant DSA inspection services for the Replacement of Stadium Lighting at San Dieguito High School Academy project, for an amount not to exceed \$4,700.00, to be expended from Mello Roos funds.
- f) B & B Protective Services, Inc. to provide security services on an as-needed basis throughout the District, at the rate of \$15.00 per hour or patrol.
- g) USA Bus Charter to provide extracurricular transportation services for the La Costa Canyon High School Boys Basketball Team on March 9, 2006, for an amount not to exceed \$7,590.00, to be expended from the General Fund 03-00 and partially reimbursed by the La Costa Canyon High School Foundation and C.I.F.

12. APPROVAL OF AMENDMENT TO AGREEMENTS
Approve amending the following agreements and authorize Simonetta March to execute the agreements:
 - a) Coastal Christian Center for additional space on lease of facilities for the San Dieguito High School Academy AP testing, increasing the contract amount \$100.00, to be expended from the General Fund 03-00.
13. APPROVAL OF AGREEMENT
Approve entering into agreement with Roesling Nakamura Terada Architects to prepare a Master Plan for the Earl Warren Middle School, for an amount not to exceed \$15,360.00, to be expended from the Capital Facilities Fund 25-19 and Mello Roos funds, and authorize Simonetta March to execute the agreement.
14. APPROVAL OF AGREEMENT
Approve entering into agreement with Roesling Nakamura Terada Architects to provide preliminary design services for the Sports Team Room Facility at Torrey Pines High School project, for an amount not to exceed \$2,000.00, cost to be split between the Capital Facilities Fund 25-19, Mello Roos funds, and the Torrey Pines High School Foundation, and authorize Simonetta March to execute the agreement.
15. APPROVAL OF AGREEMENT
Approve entering into agreement with Roesling Nakamura Terada Architects to provide design, contract document preparation, and construction administration support for the Adult Education Facility at San Dieguito High School Academy project, for an amount not to exceed \$24,000.00, to be expended from the Adult Education Fund 11-00, and authorize Simonetta March to execute the agreement.
16. APPROVAL OF AGREEMENT
Approve entering into agreement with Dudek & Associates, Inc. to provide environmental consulting services regarding the development of the proposed Performing Arts Center at the San Dieguito High School Academy, for an amount not to exceed \$20,560.00, to be expended from the Mello Roos funds, and authorize Simonetta March to execute the agreement.
17. APPROVAL OF CHANGE ORDERS
Approve change orders to the following projects and authorize Simonetta March to execute the change orders:
 - a) SimplexGrinnell LP for the San Dieguito High School Academy Safari Multimedia System project B2006-14, change order 1, increasing the contract amount by \$30,086.00, to be expended from Mello Roos funds.
18. AWARD OF CONTRACT
Award the contract for purchase of 11 televisions to CCS Presentation Systems, Inc. for an amount of \$16,666.00 plus and tax, and award the contract for 42 projectors to Pathway Communications, Ltd. for an amount of \$108,318.00 plus tax, to be expended from Mello Roos funds, and authorize Simonetta March to execute all pertinent documents.

19. APPROVAL OF BUSINESS REPORTS

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

COMMUNITY FACILITIES
 DISTRICT 95-2 No. 12 /
 ANNEXATION OF PROPERTY /
 Nantucket, A 16-Lot Single Family
 Home Subdivision-Barratt
 American, Leucadia /
 Quail Meadows, A 35-Lot Single
 Family Home Subdivision-Pacific
 Coast Communities, Encinitas
 20.

Motion by _____, second by _____, to adopt the attached Resolution of Intention to Annex Territory to the San Dieguito Union High School District Community Facilities District No. 95-2, Authorizing the Levy of a Special Tax and Calling an Election.

21. 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/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)

22. Business Services Update

23. Curriculum and Instruction Update

24. Human Resources Update

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 6:00 p.m. on Thursday, March 9, 2006, by President Friedman.

**PUBLIC COMMENTS
REGARDING**

There were no public comments.

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/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.

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
Terry Calen, Principal, Oak Crest Middle School
David Bevilaqua, Executive Director of Finance
Steve Ma, Executive Director of Business Services
Susan D. Gleiforst, Recording Secretary

Student Board Members Present

Maggie Roberts, San Dieguito High School Academy
Melissa Sweet, Torrey Pines High School
Katie Bendix, La Costa Canyon High School

Student Board Members Absent

Kelly Kean, Canyon Crest Academy
David or Adelle Uhlmeyer, Sunset High School

Guests

Phyllis Rosenbaum Roman Koenig
Sharon Talmadge Lisa Goldberg
Nancy Logan Mary Freeman
Sharon Senese

REPORT OF ACTION TAKEN
IN CLOSED SESSION
5.

There was no action taken in closed session.

APPROVAL OF MINUTES
6A.

Moved by Mrs. Dalessandro, seconded by Mrs. Hergesheimer, that the minutes of the Regular Meeting of February 23, 2006, be approved as written.

AYES: Dalessandro, Groth, Hergesheimer,
 Rich, Friedman

ADVISORY VOTE: Bendix, Roberts, Sweet

NOES: None

ABSENT: None

Motion unanimously carried.

NON-ACTION ITEMS

SCHOOL UPDATE –
OAK CREST MIDDLE SCHOOL
7E.

President Friedman stated that the report from Mr. Calen would be heard at this time because he had a school dance to attend at Oak Crest.

Mr. Calen reviewed areas that Oak Crest staff has been working based on the six strategies of the Strategic Plan priorities. He reported on programs, activities, etc. in each of the areas of curriculum, staff development, technology, student connections, citizenship and communication.

The Trustees thanked Mr. Calen for his report.

REPORT/STUDENT
BOARD MEMBER
7B.

Katie Bendix, La Costa Canyon High School, reported on:

- LCC held a Blood Drive – they had 80 people donate blood
- Movie night was last night – the movie was Hitch
- Gave an update on Lacrosse and soccer
- Boys' basketball team won CIF game and will be going to Fresno to play

Maggie Roberts, San Dieguito High School Academy, reported on:

- March 14 is Battle of the Bands
- March 23 is the Talent Show
- March 24 is a dance, Space Odyssey theme
- Gave a sports update on Lacrosse
- March 29 is the Career Community Connection/Teen Expo

Melissa Sweet, Torrey Pines High School, reported on:

- J.V. and Varsity cheer both received first place in U.S. Championships in Las Vegas
- Yesterday, a school-wide e-mail went out to see if students wanted to vote on-line for elections
- ASB electronic sign has been ordered
- March 15 is College Night
- March 17 is Air Bands
- March 17 is also the crowning of Mr. TPHS

TRUSTEE REPORTS
7C.

All members of the Board attended the San Dieguito Academy WASC Reception on Sunday March 5, and the Report on Wednesday, March 8, 2006.

Mrs. Groth reported on:

- Attending Career Tech/Planning day

Mrs. Rich reported on:

- Attending the Parent Rep./Site Council meeting
- Attending a Maintenance Assessment District meeting along with Mrs. Dalessandro and Mr. Hall

Mrs. Dalessandro reported on:

- Attending the MAD meeting and talked about the discussion regarding levies being charged to the district
- Attending the Career Tech meeting
- Attending the meeting at Mira Costa College on March 7

Mrs. Hergesheimer reported on:

- Attending the LCC Football Kickoff program and hearing about the Field of Dreams project
- Attending the Mira Costa College meeting on March 7
- Touring San Dieguito Academy and Oak Crest Middle School

Mrs. Friedman reported on:

- Attending the Encinitas City/School Liaison meeting
- Having a site visit at Diegueno

**SUPERINTENDENT'S REPORT
AND LEGISLATIVE UPDATE
7D.**

Dr. Lynch reported on the following upcoming activities:

- Meeting Tuesday, March 14, at 7:45 a.m. with the representatives from the City of Solana Beach (Mrs. Groth and Mrs. Hergesheimer)
- LAN meeting is also Tuesday, March 14, at 3:15 p.m.

Dr. Lynch wanted to thank the board for attending the Career Tech Ed. Meeting and all of the many other meetings they attend.

She also reported that she had another articulation meeting with the area superintendents and other staff members.

**LIBRARY UPDATE
7F.**

Ms. Sharon Talmadge introduced the Library/Media Technicians in the audience; Mary Freeman (CV), Sharon Senese (OC), Cathy Straitiff (SDA), Lisa Goldberg (TPHS). Adrienne St. George (DNO) and Beverly Victor (CCA) were unable to attend the meeting.

Ms. Talmadge thanked the Trustees for their support and stated that the library staff is working to help students achieve and that the Board's acknowledgement of the importance of school libraries continues to be essential.

The School Site Councils this year have budgeted \$5 per student for library expenditures. They want to be able to purchase books to support the curriculum and subscriptions to quality databases.

Their plans this year are based on the new Standards for School Libraries developed by the California School Library Association. Next year, they hope to implement the new library and textbook software. The library staff will learn Alexandria, which has capabilities way beyond their present library software.

The Trustees thanked the librarians for their presentation.

DISCUSSION AGENDA/ACTION ITEMS

APPROVAL OF SDUHSD
LIBRARY PLAN FOR
2005-2006
16.

Motion by Mrs. Groth, second by Mrs. Rich, to approve the San Dieguito Union High School District Library Plan for 2005-2006.

AYES: Dalessandro, Groth, Hergesheimer,
Rich, Friedman

ADVISORY VOTE: Bendix, Roberts, Sweet

NOES: None

ABSENT: None

Motion unanimously carried.

ACTION AGENDA/ CONSENT ITEMS

Dr. Lynch reported that there was an updated personnel listing to be approved.

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

AYES: Dalessandro, Groth, Hergesheimer, Rich,
Friedman

ADVISORY VOTE: Bendix, Roberts, Sweet

NOES: None

ABSENT: None

Motion unanimously carried.

PERSONNEL

**CERTIFICATED PERSONNEL
8A.**

Employment

May Allen, 100% Temporary Teacher for the 2006-07 school year, effective 8/21/06 through 6/15/07; Jason Dickinson, 100% Temporary Teacher for the 2006-07 school year, effective 8/21/06 through 6/15/07; Vanessa Duffy, 66.67% Temporary Teacher (*revision*), for the 2006-07 school year, effective 8/21/06 through 6/15/07; Christopher Greenslate, 100% Temporary Teacher for the 2006-07 school year, effective 8/21/06 through 6/15/07; C. Linda Grensted, 20% Temporary Retired Counselor for the 2006-07 school year, effective 8/21/06 through 6/15/07; Scott Jay, 100% Temporary Teacher for the 2006-07 school year, effective 8/21/06 through 6/15/07; Tita Martin, 100% Temporary Teacher for the 2006-07 school year, effective 8/21/06 through 6/15/07; Joel McCuiston, 100% Temporary Teacher for the 2006-07 school year, effective 8/21/06 through 6/15/07; Joseph Olesky, 100% Temporary School Psychologist for the 2006-07 school year, effective 8/21/06 through 6/15/07; Sean Salehi, 80% Temporary Teacher for the 2006-07 school year, effective 8/21/06 through 6/15/07; Gennaro "Gino" Scalo, 100% Temporary Teacher for the 2006-07 school year, effective 8/21/06 through 6/15/07; Roger Taylor, 33.33% Temporary Retired Teacher for the 2006-07 school year, effective 8/21/06 through 6/15/07; Shauna Walton, 100% Temporary Teacher for the 2006-07 school year, effective 8/21/06 through 6/15/07; Beverly Victor, 100% Temporary Library-Media Services Teacher for the 2006-07 school year, 8/21/06 through 6/15/07; Robert Zakoski, 20% Temporary Retired Teacher for the 2006-07 school year, effective 8/21/06 through 6/15/07.

The Board approved the following Resolutions Regarding Release/Non-Re-election of Temporary Certificated Employees for the 2006-07 school year for Employees TI-T45.

In the Matter of)
Release/Non-reelection of)
Temporary Certificated Employee)

WHEREAS, Education Code Section 44954(b) requires that the governing board shall notify temporary employees, in a position requiring certification qualifications, of the decision to release/not reelect the employees from such a position for the next succeeding school year; and,

WHEREAS, Employees #T1 through #T45 are temporary employees in a position requiring certification qualifications; and,

WHEREAS, the Governing Board of the San Dieguito Union High School District has decided to release/not reelect Employees #T1 through #T45 for the 2006-2007 school year;

THEREFORE, BE IT RESOLVED, that the Board of Trustees of the San Dieguito Union High School District hereby directs that a notice of release be sent by the District to Employees #T1 through #T45 with an effective date of June 16, 2006.

The foregoing resolution was adopted by the Board of Trustees of the San Dieguito Union High School District of San Diego County at a regular meeting held on the 9th day of March, 2006.

The Board approved the following Resolution Regarding Release/Non-Re-election of Probationary Certificated Employees for the 2006-07 school year for Employee P1.

In the Matter of)
Release/Non-Reelection of)
Probationary Certificated Employee)

WHEREAS, Education Code Section 44929.21 requires that the governing board shall notify a probationary employee, in a position requiring certification qualifications, on or before March 15 of the employee's second complete consecutive school year of employment of the decision to release/non-reelect the employee for the next succeeding school year; and,

WHEREAS, Employee # P1 is a second-year probationary employee in a position requiring certification qualifications; and,

WHEREAS, the Board of Trustees of the San Dieguito Union High School District has determined that probationary employee # P1 shall not be reemployed in the 2006-07 school year; NOW THEREFORE,

IT IS RESOLVED, ORDERED AND DETERMINED, THAT THE Board of Trustees of the San Dieguito Union High School District hereby directs that a notice of release be sent by the District to Employee # P1 with an effective date of June 16, 2006.

PASSED AND ADOPTED by the Board of Trustees of the San Dieguito Union High School District of San Diego County, California, on the 9th day of March, 2006.

Change in Assignment

Allyson Dexter, Probationary Counselor, Change in Assignment from 80% to 100% beginning in the 2006-07 school year, effective 8/07/06; Earl "Joe" Eldred, Change in Assignment from High School Assistant Principal to 100% Classroom Teacher beginning in the 2006-07 school year, effective 7/01/06; Beverly Fruto, Teacher, Change in Assignment from 80% to 100% beginning in the 2006-07 school year, effective 8/21/06; Tammy Kotnik, Change in Assignment from High School Assistant Principal to 100% Classroom Teacher beginning in the 2006-07 school year, effective 7/1/06; LeAnn Lindemeier, Counselor, Reassigned to 100% Classroom Teacher beginning in the 2006-07 school year, effective 8/21/06; Mary Anne Nuskin, Change in Assignment from Middle School Assistant Principal to High School Assistant Principal beginning in the 2006-07 school year, effective 7/01/06; Georgellen Massey, Change in Assignment from Dean of Students to 100% Classroom Teacher beginning in the 2006-07 school year, effective 7/01/06; Michael Minnick, Change in Assignment from Dean of Students to 100% Classroom Teacher beginning in the 2006-07 school year, effective 7/01/06; Mariah Shader, Change in Assignment from High School Assistant Principal to Middle School Assistant Principal beginning in the 2006-07 school year, effective 7/01/06; Meredith Wadley, Dean of Students,

Reassignment to Certificated position beginning in the 2006-07 school year, effective 7/01/06.

Leave of Absence

Carrie Hubbard, School Psychologist, 100% Unpaid Leave of Absence for child-rearing purposes, effective 2/13/06 through 4/16/06; Resume 100% assignment effective 4/17/06; Amy Kestler, Teacher, Revise Unpaid Leave of Absence for Semester II of the 2005-06 school year from 50% Unpaid Leave to 40% Unpaid Leave (60% Assignment), effective 1/26/06 to 6/16/06; Paulina Nelson, Teacher, Rescind previously-approved request for 20% Unpaid Leave (80% assignment) for the 2005-06 school year and resume 100% assignment beginning Semester II, effective 1/26/06.

Resignation

Carlos Baladez, Teacher, resignation from employment, effective 6/16/06; Sara Boozer, Teacher currently on Unpaid Leave of Absence, resignation from employment, effective 6/16/06; Kelly Borders, Teacher currently on Unpaid Leave of Absence, resignation from employment, effective 2/24/06; Penny Cooper-Francisco, Associate Superintendent of Instruction, resignation for retirement purposes, effective 3/17/06; Shannon Hobbs, Teacher, resignation from employment, effective 6/16/06.

CLASSIFIED PERSONNEL
8B.

Employment

Balderas, Marlene, Student Worker, Nutrition Services, effective 1/3/06 through 6/06; Brand, Pamela, Secretary, effective 1/12/06; Englander, Chester, At-Will Employee, effective 2/15/06 through 6/16/06; Eslamian, Iden, Student Worker, Nutrition Services, effective 2/1/06 through 6/06.

Change in Assignment

Eddings, Deborah, from 43.75% Nutrition Services Assistant I to 31.25%, effective 2/23/06; Geiszler, Rosemary, from Accounting Technician to Accounting Specialist, effective 2/22/06.

Resignation

De la Torre, Rudy, Custodian, resigning for the purpose of retirement effective 4/4/06.

SUPERINTENDENT

ACCEPTANCE OF GIFTS

The board accepted the following gifts:

9.

| <u>Gift/Donation</u> | <u>Donor & Donor's Intent for Gift</u> | <u>Department/ Staff Member</u> | <u>Site</u> |
|----------------------|---|----------------------------------|-------------|
| \$2,400.00 | FAME to purchase music scores to expand the music libraries at: LCCHS, SDA, OCMS, DNO, TPHS, CCA, EWMS and CVMS | Fine Arts | Various |
| \$477.55 | United Way for TPHS-\$112.73; CCA-\$6.74; SDA - \$72.89; Sunset - \$251.75; DNO - \$33.44 | | Various |
| \$338.20 | United Way donation | | SDA |
| \$447.76 | United Way for TPHS - \$106.99; CCA - \$7.57; SDA - \$62.73; Sunset - \$203.57; DNO - \$66.90 | | Various |
| \$100.00 | Peter & Josephine Von Hippel for science projects in memory of Dr. John Newport | Science Dept. | EWMS |
| \$1,000.00 | CVMS PTSA for the purchase of computers (%500) and assisting the Cultural Exchange Program (\$500). | Admin./Cultural Exchange Program | CVMS |
| \$3,000.00 | CVMS Music Boosters, Inc. for the school band to assist with the purchase of band instruments and curriculum. | Fine Arts | CVMS |
| \$153.46 | TPHS Foundation to be used for mini-grant – SoftChoice Adobe Acrobat Profession Q. | Admin. | TPHS |
| \$1,148.00 | TPHS Foundation for a computer for Foundation Exec. Director | Admin. | TPHS |
| \$624.70 | TPHS Foundation for mini-grants for teachers | | TPHS |
| \$4,340.00 | TPHS Foundation for pool rental at Cathedral HS for the Swim Team | P.E. | TPHS |
| \$8,594.00 | TPHS Foundation for tent and table rental for Choices Night | Admin. | TPHS |
| \$7,000.00 | TPHS Foundation to 1) pay for extended library hours for staff, and 2) purchase new books and other instructional materials (\$5,000) for the library | Library | TPHS |

| | | | |
|----------------------|--|---------------|------|
| \$5,218.00 | TPHS Foundation for pool rental at Cathedral HS for off-campus P.E. classes | P.E. | TPHS |
| \$3,601.32 | TPHS Foundation for pool rental at UCSD for Girls' Water Polo 2006 season | P.E. | TPHS |
| \$100.00 | SDA Foundation for the purchase of a camera lens for the library | Library Dept. | SDA |
| \$1,565.00 | SDA Foundation for the purchase of P.E. locks | P.E. | SDA |
| \$3,000.00 | SDA Foundation for the intended work toward maintenance of weight room equipment | P.E. | SDA |
| \$195.00 | SDA Foundation to pay for custodian for Mustang basketball tournament | Admin. | SDA |
| \$110.00 | United Way donation | Admin. | SDA |
| \$3,200.00 | OC Boosters for the band to purchase a timpani | Fine Arts | OCMS |
| \$30.00 | Edison/United Way donation | | SDA |
| \$884.32 | SDA Foundation for the Library donation account | Library | SDA |
| \$1,050.00 | SDA Foundation for the Science Department for purchases of equipment | Science Dept. | SDA |
| \$2,590.11 | CVMS PTSA - \$25 designated to the Apple Tree Project to assist with supplies; \$2,565.11 designated to assist with the purchase of computers for the Library/Media Center computer lab. | Admin. | CVMS |
| \$3,228.00 | TPHS Foundation for printing of Science Dept. workbooks | Science Dept. | TPHS |
| Scientific glassware | Garth Ware for use in the Science Dept. | Science Dept. | SDA |

APPROVAL OF FIELD TRIPS

The Board approved the following field trips:

10.

| <u>Date of Trip</u> | <u>School</u> | <u>Name of Sponsor and Team Club</u> | <u>Name & Purpose of Conference/Competition</u> | <u>Location</u> |
|---------------------|---------------|--------------------------------------|---|--------------------------------|
| 8/28-9/2/06 | TPHS | Ed Burke Football Coach | Football game vs. Harry S. Truman High School on 9/1/06, and visits to historical sites in Washington, D.C., Philadelphia, etc. | Washington, D.C., Philadelphia |

| | | | | |
|--------------------|------|--------------------------------|---|---|
| 3/24 – 3/26/06 | TPHS | Sato Umabe Japanese Teacher | To participate in the 2006 National Japan Bowl | Bethesda, MD |
| 4/13 - 4/15/-06 | LCC | Katie Dolan Girls Lacrosse | Girls Lacrosse team experiencing top level Lacrosse against the top two teams in California. | San Francisco, CA |
| 3/24 – 3/26/06 | TPHS | Anne Meigs Tennis Coach | National High School Tennis Tournament | Corona Del Mar |
| 3/22- 3/26/06 | SDA | Angela Vazquez AVID | Expose AVID students to the Northern California Universities. | Bakersfield, Fresno, Sacramento, Sonoma, Santa Cruz |

BUSINESS

APPROVAL/RATIFICATION OF AGREEMENTS 11.

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

- a) Fieldman, Rolapp & Associates to provide assistance for the Carmel Valley Maintenance Assessment District, during the period March 10, 2006 through March 9, 2008, time and materials contract not to exceed \$10,000.00, to be expended from the General Fund 03-00.
- b) City of Carlsbad Recreation Department for swimming pool use for the La Costa Canyon High School Swim Team, during the period February 15, 2006 through April 25, 2006, for an amount not to exceed \$2,500.00, to be expended from the General Fund 03-00 and to be reimbursed by the La Costa Canyon High School Foundation.
- c) Field Turf West, Inc. to provide specialized synthetic turf maintenance services for the Torrey Pines High School Football Stadium Field, during the period February 24, 2006 through August 30, 2006, for an amount not to exceed \$6,000.00, to be expended from the General Fund 03-00.

- d) Off Duty Officers, Inc. to provide security services at the Torrey Pines High School Graduation Ceremony, on June 16, 2006, for an amount not to exceed \$2,080.00, to be expended from the General Fund 03-00.
- e) Mark D. Baldwin, Ed.D. to facilitate workshops for the District's CTE Task Force, during the period February 1, 2006 through May 31, 2006, for an amount not to exceed \$5,000.00, to be expended from the General Fund 03-00.
- f) Frances R. Fenical and Jennifer Jeffries to provide Middle School Task Force workshop facilitation and middle school research services, during the period March 8, 2006 through June 30, 2006, for an amount not to exceed \$10,000.00, to be expended from the General Fund 03-00.

APPROVAL OF AMENDMENT TO AGREEMENT
12.

The Board approved amending the following agreements and authorized Simonetta March to execute the agreement:
a) State of California's 22nd District Agricultural Association for additional use for lease of facilities for the Torrey Pines High School AP testing, increasing the contract amount \$2,500.00, to be expended from the General Fund 03-00.

APPROVAL OF AGREEMENT
13.

The Board approved entering into agreement with Sowards & Brown Engineering to prepare the map for annexation number 12 to Community Facilities District No. 95-2, for an amount not to exceed \$7,500.00, to be expended from Mello Roos Funds subject to reimbursement from the developer, and authorized Simonetta March to execute the agreement.

ACCEPT THE 2004-05 ANNUAL AUDIT REPORT
14.

The Board accepted the 2004-05 annual audit of the San Dieguito Union High School District, as prepared by Wilkinson & Hadley, LLP.

APPROVAL OF BUSINESS REPORTS
15.

The Board approved the following business reports:
a) Purchase Orders – 263141-760115
b) Instant Money – 10119-10126
c) 2004 Bond Release – 3/1/2006

DISCUSSION AGENDA/ACTION ITEMS

APPROVE AND CERTIFY THE
2005-06 SECOND INTERIM
GENERAL FUND BUDGET
REPORT
17.

Mr. Hall reported that our enrollment for 2006-07 is only going to increase by 53 students. Current projections suggest this decreasing rate of growth will continue at less than 1% from 2006-2011. He also shared the enrollment projections six-year history and six-year projection for the district.

Mr. Hall stated that the education community claims that the Governor's budget owes education \$3.2 billion. The Governor proposes \$1.65 billion, however that is to go to specific obligations, such as:

- a) \$428 m – Prop 49 implementation
- b) \$561 m – cover part of COLA
- c) \$400 m – for new programs
- d) \$266 m – mandates

The education community feels that this is contrary to "the deal," but is a good start or down payment.

The impact of the State Budget Proposal on the San Dieguito District was shared with the Trustees. The COLA is estimated at 5.18%, district growth of 53 students will amount to approximately \$300,000, deficit reduction will amount to \$394,000, and equalization will be up to 45% or \$686,000. The impact of mandates is not known at this time. The impact on new district programs is unknown at this time, also.

Mr. Hall thanked Mr. Bevilaqua and Mr. Taylor for their diligent work on the budget. He also reviewed the summary of changes and summary of expenditures in the district budget that were in the board materials.

Dr. Lynch thanked the Business Services and Finance staff for their work on the budget.

Motion by Mrs. Dalessandro, second by Mrs. Groth, to approve and certify the 2005-06 Second Interim General Fund Budget Report and approve the district's ability to meet its financial obligations for the remainder of the fiscal year and supporting documents as required by AB 2861, Chapter 1150, Statutes of 1986.

AYES: Dalessandro, Groth, Hergesheimer,
Rich, Friedman

ADVISORY VOTE: Bendix, Roberts, Sweet

NOES: None

ABSENT: None

Motion unanimously carried.

ADOPTION OF RESOLUTION /
DEVELOPER FEE INCREASE
(WITH URGENCY)

18.

18a) PUBLIC HEARING

President Friedman opened the public hearing at 7:39 p.m. There being no speakers, the public hearing was closed at 7:40 p.m.

18b) ADOPTION OF
RESOLUTION (WITH
URGENCY)

Motion by Mrs. Hergesheimer, second by Mrs. Groth, to adopt the enclosed resolution (with urgency).

AYES: Dalessandro, Groth, Hergesheimer,
Rich, Friedman

ADVISORY VOTE: Bendix, Roberts, Sweet

NOES: None

ABSENT: None

Motion unanimously carried.

APPROVAL OF 2005-06
SINGLE PLANS FOR
STUDENT ACHIEVEMENT
19.

Motion by Mrs. Rich, second by Mrs. Hergesheimer, to approve the 2005-2006 Single Plans for Student Achievement.

AYES: Dalessandro, Groth, Hergesheimer,
Rich, Friedman

ADVISORY VOTE: Bendix, Roberts, Sweet

NOES: None

ABSENT: None

Motion unanimously carried.

Dr. Lynch reported that Mrs. Friedman had some comments on the plans and that there may be some modifications made.

NOMINATIONS/
2006 CSBA DELEGATE
ASSEMBLY
20.

President Friedman stated that the following people were recommended for the 2006 CSBA Delegate Assembly: Gelia Cook, Mary Borevitz, Pam Grosso, Barbara Groth, Althea Jones, Bertha Lopez, and Anne Renshaw.

Motion by Mrs. Groth, second by Mrs. Hergesheimer, to vote for the following candidates for the 2006 CSBA Delegate Assembly:

| | |
|---------------------|----------------------|
| <u>Gelia Cook</u> | <u>Mary Borevitz</u> |
| <u>Pam Grosso</u> | <u>Barbara Groth</u> |
| <u>Althea Jones</u> | <u>Bertha Lopez</u> |

Anne Renshaw

AYES: Dalessandro, Groth, Hergesheimer,
Rich, Friedman

ADVISORY VOTE: Bendix, Roberts, Sweet

NOES: None

ABSENT: None

Motion unanimously carried.

CLOSED SESSION
21.

There will be no closed session after the meeting.

INFORMATION ITEMS

BUSINESS SERVICES UPDATE
22.

Mr. Hall reported on the following items:

- Update on the LCC bus situation for the CIF contest
- Facilities update on the LCC Field of Dreams project

- Shared a letter with the Trustees regarding an easement granted to U.S. Cellular West to construct a cellular tower at Torrey Pines High School. The district in return received a one-time payment of \$108,000 to construct eight tennis courts. U.S. Cellular West must go before the Carmel Valley Planning Board for review and approval of the design. The Department of State Architect would have to also approve the design.

Mr. Ma reported on a developer who is marketing a residential condo unit project next to Carmel Valley Middle School. They are proposing two 4'x12' signs in a V-shaped configuration at the corner of Mykonos and Carmel Creek. The developer is willing to pay \$500 per month. The sign would be up for approximately one year. Mr. Ma expressed his concerns to the developer about the size of the sign being too large for the neighborhood and they are agreeable to a smaller 4'x8' sign. Mr. Ma checked with the Carmel Valley Planning board and they indicated no permit is required. The district's policy has been to be a good neighbor and that the smaller sign would meet the spirit of the Carmel Valley Planning Board's temporary sign ordinance.

HUMAN RESOURCES UPDATE
23.

Ms. King reported on the following items:

- San Diego County Job Fair is on Saturday
- Read the names of the Site Teachers of the Year, the district Teacher of the Year will be selected next Wednesday

CFD 2005-06
ANNUAL TAX LEVY OVERVIEW
24.

Dr. Lynch reported that this is an information item. It is an annual report, prepared by MuniFinancial, on the state of the district's nine CFDs.

PUBLIC COMMENTS
25.

There were no public comments.

FUTURE AGENDA ITEMS
26.

There were no future agenda items.

CLOSED SESSION
21.

There was no closed session.

ADJOURNMENT
27.

Motion by Mrs. Hergesheimer, second by Mrs. Dalessandro that there being no further business to come before the Board, the meeting was adjourned at 7:55 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: March 15, 2006

BOARD MEETING DATE: March 23, 2006

PREPARED BY: Terry King ^{TK}
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

Leave of Absence
Resignation

Classified

Employment
Change in Assignment

RECOMMENDATION:

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

FUNDING SOURCE:

General Fund

dr

PERSONNEL LIST

CERTIFICATED PERSONNEL

Leave of Absence

1. **Agatha Brown**, Teacher, 100% Unpaid Leave of Absence for child-rearing purposes, for the remainder of the 2005-06 school year, effective 3/04/06 through 6/16/06.
2. **Kari DiGiulio**, Teacher, 100% Unpaid Leave of Absence for child-rearing purposes, effective 1/06/06 through 4/03/06.

Resignation

1. **Kay Dillon**, Teacher, Resignation for Retirement purposes at the conclusion of Semester I/2006-07 school year, effective 1/26/07.

CLASSIFIED PERSONNEL

Employment

1. **Hagen, Suzanne**, Interpreter for the Hearing Impaired, effective 3/6/06
2. **Harding, Eric**, Testing Assistant-Bilingual (Spanish), effective 3/20/06

Change in Assignment

1. **Gamino, Cristina**, from 100% Human Resources Technician to 48.75%, effective 3/20/06 through 6/16/06
2. **Espinoza, Moises**, from 48.75% Nutrition Services Assistant I to 23.75% Nutrition Services Assistant I and 25% Nutrition Services Assistant-Transporter, effective 3/27/06 through 4/4/06
3. **Secrest, Lauri**, from Office Assistant to Secretary, effective 3/9/06 through approximately 4/20/06

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 15, 2006

BOARD MEETING DATE: March 23, 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: **March 23, 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> |
|---------------------------|------------------------------|---|-------------------------------------|-------------|
| Percussion Cabinet | Teri Nitta | | Fine Arts Dept. | DNO |
| \$5,900.00 | TPHS Foundation | Supplies for Severely Handicapped classroom | Special Ed. | TPHS |
| \$130.00 | SB Employment/ United Way | | | SDA |
| \$156.55 | SDA Foundation | For balance owed on Theater Technician Services rendered | Fine Arts | SDA |
| \$350.00 | SDA Foundation | For the purchase of materials (rocks/minerals) | Science Dept. | SDA |
| \$295.00 | SDA Foundation | For the purchase of science lab probes | Science Dept. | SDA |
| \$750.00 | SDA Foundation | For the purchase of audio-books | Special Ed. | SDA |
| \$5,170.00 | TPHS Foundation | Six computers for Publications Lab | Journalism | TPHS |
| \$600.00 | SDA Foundation | For the purchase of shelves and stools for Business/Tech. | Technology and Business Dept. | SDA |
| \$200.00 | SDA Foundation | For the purchase of forceps | Science Dept. | SDA |

| <u>Gift/ Donation</u> | <u>Name of Donor</u> | <u>Donor's Intent for Gift</u> | <u>Department/ Staff Member</u> | <u>Site</u> |
|--|---------------------------------------|-----------------------------------|---------------------------------|-------------|
| \$200.00 | DNO PTA | Chairs for the Read 180 Program | English Dept. | DNO |
| \$2,100.00 | DNO PTA | Two lunch benches and mini-grants | Admin. | DNO |
| \$34,425.00 | LCCHS Foundation/ Capitol Projects | For the Field of Dreams Project | Admin. | LCCHS |
| Exercise bike | Cordelia Manis | For Athletic Program | P.E. | SDA |
| Two defibrillators with all accessories, cabinets, cables, and extra batteries | TPHS Foundation | For Athletic Program | P.E. | TPHS |
| Lat/row machine | Encinitas Boxing & Fitness | For the weight room | P.E. | SDA |
| | | | | |
| | | | | |
| | | | | |
| | | | | |


San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 15, 2006

BOARD MEETING DATE: March 23, 2006

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

SUBJECT: APPROVAL/RATIFICATION OF FIELD TRIPS

EXECUTIVE SUMMARY

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

RECOMMENDATION:

The administration recommends that the Board approve/ratify the out-of-state and overnight field trips, as shown on the attached report.

FUNDING SOURCE:

See attached report.

PL/sg
Attachment

AGENDA ITEM: 10

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

FIELD TRIP REPORT

Date: **March 23, 2006**

| <u>Date of Field Trip</u> | <u>School</u> | <u>Name of Sponsor and Team/Club, etc.</u> | <u>Number of Students/Chaperones</u> | <u>Name and Purpose of Conference/Competition</u> | <u>Location</u> | <u>Loss of Class Time</u> | <u>Cost *</u> |
|---------------------------|---------------|--|--------------------------------------|--|-----------------|---------------------------|---------------|
| 9/15-9/16/06 | LCC | Ed Machado Girls' Volleyball | 12/4 | Participate in the Las Vegas Invitational Volleyball Tournament. | Las Vegas, NV | N/A | N/A |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

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

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 15, 2006

BOARD MEETING DATE: March 23, 2006

PREPARED BY: Simonetta March, Director of Purchasing/Wchs.
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 seven contracts totaling \$37,991.00, 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: 11 A-G

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

BUSINESS - PROFESSIONAL SERVICES REPORT

Date: 03-23-06

| <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> |
|---------------------------------|---------------------------------------|---|--|--------------------------|
| 03/24/06 – 04/01/07 | Roesling, Nakamura, Terada Architects | Provide design, contract document preparation, and construction administration support for the Refurbish Restrooms at Earl Warren Middle School project | Deferred Maintenance Fund 14-00 | \$12,000.00 |
| 04/01/06 – 03/31/07 | Schooldude.com | Provide annual software maintenance for on-line maintenance requisitioning system | General Fund 03-00 | \$10,701.00 |
| 02/27/06 – 03/31/06 | Consulting & Inspection Services | Provide DSA inspection services for the San Dieguito High School Academy Addition and Fire Alarm Upgrade project | Mello Roos Fund | \$2,100.00 |
| 03/16/06 – 03/30/06 | Playwrights Project | Facilitate advanced playwriting sessions for the honors/advanced drama class at La Costa Canyon High School | General Fund 03-00 | \$900.00 |
| N/A | Inland Foundation Engineering | Provide in-plant DSA inspection services for the Replacement of Stadium Lighting at San Dieguito High School Academy project | Mello Roos Fund | \$4,700.00 |
| 03/24/06 – 06/30/06 | B & B Protective Services | Provide security services on an as-needed basis throughout the District | N/A | \$15.00/hour or patrol |
| 03/09/06 | USA Bus Charter | Provide extracurricular transportation services for the La Costa Canyon High School Boys Basketball Team | General Fund 03-00 and partially reimbursed by the LCCHS Foundation and C.I.F. | \$7,590.00 |
| | | | | |

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 15, 2006

BOARD MEETING DATE: March 23, 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 one amendment to agreements totaling \$100.00, 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: 12

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

AMENDMENT TO AGREEMENTS REPORT

Date: 03-23-06

| <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 | Coastal Christian Center | Additional space on lease of facilities for the San Dieguito High School Academy AP testing | General Fund 03-00 | \$100.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 14, 2006

BOARD MEETING DATE: March 23, 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 AGREEMENT /
EARL WARREN MIDDLE SCHOOL /
MASTER PLAN

EXECUTIVE SUMMARY

As a follow up to the Asset Management Study, staff is recommending the use of RNT Architects to develop a master plan for the Earl Warren Middle School campus. The architect will develop options for modernization and possible reconstruction of facilities, consistent with the recommendations generated from the Middle School Task Force.

The District is eligible for approximately \$2.1 million (includes District match) in State modernization funds. The campus was built in the mid 1950s and requires substantial improvements in basic systems, ADA compliance and infrastructure. Our recent modernization experiences at Oak Crest and SDA suggest that the modernization needs of Earl Warren will exceed \$2.1 million; therefore, the architect will develop a phasing plan that can be tailored to available funding and cost escalation.

The Middle School Task Force may generate some recommendations that have facility implications at Earl Warren. The architect could develop options to satisfy these recommendations.

AGENDA ITEM: 13

RECOMMENDATION:

It is recommended that the Board approve entering into an agreement with Roesling Nakamura Terada Architects to prepare a Master Plan for the Earl Warren Middle School, for an amount not to exceed \$15,360.00, and authorize Simonetta March to execute the agreement.

FUNDING SOURCE:

Capital Facilities Fund 25-19 and Mello Roos Fund

INDEPENDENT CONTRACTOR AGREEMENT
A2006-162

This Agreement is hereby entered into between the San Dieguito Union High School District, hereinafter referred to as "District," and **Roesling Nakamura Terada Architects, Inc.**, Taxpayer ID #**33-0267288**, address **363 Fifth Avenue, Suite 202, San Diego, CA 92101**, hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice, and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be Provided by Contractor.

Develop a master plan for the Earl Warren Middle School, as detailed in the attached proposal.

2. Term. Contractor shall commence providing services under this Agreement on **March 24, 2006**, and will diligently perform as required and complete performance by **April 1, 2007**.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement an **amount not to exceed Fifteen Thousand Three Hundred Sixty and no/100 Dollars (\$15,360.00)**. District shall pay Contractor according to the following terms and conditions:

Fees for services will be paid upon submission of an itemized invoice.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

5. Precedence of Agreement Over Exhibits. Should there be any ambiguity or inconsistency between any exhibits to this Agreement and the terms of this Agreement, the terms of this Agreement take precedence.

6. Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation,

facilities and all other means whatsoever, except as herein otherwise expressly specified to be furnished by District, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.

7. Independent Contractor. Contractor, in the performance of this Agreement, shall be and shall act as an independent contractor. Contractor shall perform its obligations under this Agreement according to the Contractor's own means and methods of work which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by District except as to the results of the work. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement. Nothing in this Agreement shall give the Contractor authority with respect to any District decision beyond the rendition of information, advice, recommendation, or counsel. Contractor is not authorized to make any representation, contract or commitment on behalf of District.
8. Taxes. Contractor acknowledges and agrees that it is the sole responsibility of Contractor to make the requisite tax filings and payment to the appropriate federal, state or local tax authorities. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.
9. Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
10. Originality of Services. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other sources, except that submitted to Contractor by District as a basis for such services.
11. Confidentiality and Use of Information.
 - (a) Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

- (b) Contractor shall advise District of any and all materials used, or recommended for use by Contractor to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and, as a result of the use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.
12. Audit and Inspection of Records. At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's primary administrative offices, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.
13. Works for Hire/Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
14. Termination. District may at any time, with or without reason, terminate the Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or not later than five (5) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; (c) or if Contractor is adjudged a bankrupt, and Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District of termination for cause shall contain the reasons for such intention to terminate, and unless within fifteen (15) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the fifteen (15) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District of obtaining the services from another contractor exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by

District shall be deemed given when received by the other party, or no later than five (5) days after the day of mailing, whichever is sooner.

15. **"DEFENSE AND INDEMNITY."** (a) District shall not be liable for, and Contractor shall defend and indemnify District and its Board of Trustees, officers, agents, employees and volunteers (collectively "District Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, whether active or passive, of District Parties. Contractor shall have no obligation, however, to defend or indemnify District Parties from a claim if it is determined by a court of competent jurisdiction that such claim was caused by the sole negligence or willful misconduct of District Parties.

(b) Contractor shall defend and indemnify the District and its Board of Trustees, officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

16. **Insurance.** As a material part of the consideration due the District, Contractor agrees to procure and maintain at its own expense for the duration of this agreement commercial general liability (including operations, products and completed operations) and automobile liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees, or subcontractors. Such insurance shall maintain limits not less than one million dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, and property damage.

The "San Dieguito Union High School District, its Board of Trustees, officers, employees, and agents" shall be named as additional insured under the insurance policies required by this section with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Evidence of such coverage under the Contractor's policy shall be provided to the District in the form of an endorsement to the Contractor's insurance (ISO form CG 20 10 11 85 or similar) or as a separate owner's policy.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the District, its Board of Trustees, officer, employees, and agents. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

Contractor shall furnish the District with original certificates of insurance and amendatory endorsements affecting coverage required by this section.

17. Professional Errors and Omissions Insurance. Contractor agrees to procure and maintain at its own expense in full force and effect professional Errors and Omissions Insurance in the amount of one million dollars (\$1,000,000). No later than ten (10) working days after execution of this Agreement by both parties, Contractor shall provide District with copies of the policy or policies of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage.
18. Workers' Compensation Insurance. Contractor agrees to procure and maintain at its own expense in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.
19. Inspection By District. The services completed herein must meet the approval of the District and shall be subject to the District's right of inspection to secure the satisfactory completion thereof. If any services performed by Contractor do not conform to the specifications and requirements of this Agreement, District may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and District may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor cannot correct its performance, the District shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the contract price to reflect the reduced value of the services received by District. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that the future performance of the service conforms to the specifications and requirements of this Agreement, the District shall have the right to either (1) without terminating this Agreement, have the services performed by contract or otherwise, in conformance with the specifications of this Agreement and charge Contractor, and/or withhold from payment due to Contractor, any costs incurred by District that are directly related to the performance of such services, or (2) terminate this Agreement for default.
20. Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any District Facility without prior approval of District Administrator of Agreement or in violation of the applicable site storage

limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all action necessary to protect third parties, including, without limitation, employees, students, and agents of the District from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the District of it. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the District with respect to any third person under any Environmental Laws.

21. Contact with Students. Contractor will not permit any of its employees who perform services under this Agreement to come in contact with pupils or communicate with pupils. In the event Contractor fails to prevent its employees from having contact with pupils or communicating with pupils and injury results from failure to prohibit pupil contact or communication, Contractor shall defend, indemnify, protect, and hold the District, its agents, officers and employees harmless from and against any and all claims, demands, liability, judgments, awards, losses, injury, damages, expenses, charges or costs of any kind or character whether to the District or to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to prohibit its employees, subcontractors or agents from having pupil contact or communication. Any subcontractors hired by Contractor shall be subject to and shall comply with this section, and it shall be the Contractor's responsibility to require compliance with this section. Contractor and subcontractor shall be jointly and severally liable for any injury that results from subcontractor's failure to comply with this provision. Based on the determination that neither Contractor nor any subcontractor of Contractor will have contact with pupils, no fingerprinting of Contractor or its agents, subcontractors or employees is required by this Agreement.
22. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
23. Compliance With Applicable Laws. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and

personnel engaged in operations covered by this Agreement, or occurring out of the performance of such operations.

24. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
25. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
26. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.
27. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation, or a perception that a person has or is associated with a person who has, or is perceived to have, any of these characteristics.
28. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
29. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District: Simonetta "Nettie" March

For Contractor: Joe Mansfield

30. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth above.

31. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
32. Successors. All terms of this Contract shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
33. Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Contract or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Contract. In construing this Contract in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
34. Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor shall not employ any person having any such interest in the performance of this Agreement.
35. Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 1)(commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, material, or services by the Contractor for sale to the District under this Agreement.
36. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
37. Board Ratification and Approval or Review. The Parties acknowledge and understand that this agreement is subject to ratification and approval or review in accordance with California law by the Board of Trustees of the San Dieguito Union High School District. In the event any work is performed or payment made prior to the ratification and approval or review of a final Agreement by the Board, all parties agree, the terms of this Agreement as set forth herein as of July 1, 2005, shall be binding and shall control the relationship of the parties and shall be the contract terms submitted to the Board for ratification and approval, or review.
37. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this ____ day of March, 2006.

SAN DIEGUITO UNION HIGH SCHOOL
DISTRICT

By: _____
Signature

Simonetta March
Typed Name

Director or Purchasing/Whs. Services
Title

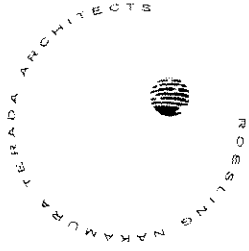
ROESLING NAKAMURA TERADA
ARCHITECTS

By: _____
Signature

Joseph Mansfield
Typed Name

Title

33-0267288
Social Security or
Taxpayer Identification Number



Ralph Roesling
Kotaro Nakamura
Mun Ying Kung
Chikako Terada
Lisa Gelfand
Joe Mansfield
Chuck Forte

March 9, 2005

Stephen Ma
Director, Planning Services
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
710 Encinitas Boulevard
Encinitas, CA 92024

Re: Earl Warren Middle School Master Plan

Subject: Fee Proposal

Dear Steve;

We are pleased to submit this proposal for the Earl Warren Middle School Master Plan. We understand the purpose of the Master Plan is to achieve the following goals:

1. Identify a long range plan for the use of the Earl Warren campus. The Master Plan will develop several different campus use options for consideration by the District. **These options would include modernization plans to utilize District eligibility and possible reconstruction of facilities consistent with recommendations generated by the Middle School Task Force.** From the various options, a single Master Plan will be developed.
2. Develop incremental phasing plan for campus improvements to support the implementation of the Master Plan.
3. Identify probable cost estimates for each phase to assist the District in procuring finances for future improvements.

We anticipate the Scope of Work will include the following:

1. Orchestrate initial meeting with the District to identify goals and priorities for the campus.

Earl Warren Middle School Master Plan
Page 1
March 9, 2006

2. Based on the outcome of the initial programming meeting, develop a Matrix that identifies possible campus uses, indicates their positive and negative aspects and ranks their priority to the District.
3. Orchestrate follow-up meeting with District to review the campus matrix and identify a minimum of three Master Plan Options.
4. Develop three Master Plan options for the District's consideration, including associated probable costs.
5. Orchestrate a follow-up meeting with District to identify the preferred Master Plan Option.
6. Develop final Master Plan.
7. Develop phasing plan for the final Master Plan that identifies campus improvements for each phasing increment.
8. Develop budget estimates for each of the phasing increments.
9. Develop Powerpoint Presentation to include:
 - Site Plan identifying overall Master Plan with all phases of work shown.
 - Site Plans for each phase depicting the associated work.
 - Written descriptions explaining each Master Plan phase.
 - Budget summary for the Master Plan identifying the costs associated with each phase.
10. Assist District staff with presentation of the Master Plan to the School Board.

To accomplish the aforementioned scope of work, we propose the following fee:

Meetings

Architect 12 hours x \$120 = \$1440

Master Plan Development

Architect 48 hours x \$120 = \$5760

Drafter 24 hours x \$90 = \$2160

Document Preparation

Architect 20 hours x \$120 = \$2400

Drafter 40 hours x \$90 = \$3600

Total \$15,360

Please review and feel free to call me if you have any questions or comments.

Thank you again for the opportunity to submit this proposal.

Sincerely,

A handwritten signature in black ink that reads "Joe Mansfield". The signature is written in a cursive, flowing style.

Joe Mansfield, Principal
ROESLING NAKAMURA TERADA ARCHITECTS, INC.

Cc: Russell Thornton, SDUHSD
Christina Bennett, SDUHSD

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 14, 2006

BOARD MEETING DATE: March 23, 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 AGREEMENT /
TORREY PINES HIGH SCHOOL /
PRELIMINARY DESIGN SERVICES FOR
SPORTS TEAM ROOM FACILITY

EXECUTIVE SUMMARY

The District plans to remove six old relocatable classrooms at Torrey Pines this summer because of their deteriorated condition and the expected lower enrollment next year. Three of the classrooms are currently being used by the Athletic Department for offices and team rooms. In response to this plan, the Athletic Department has offered to partner with the District to finance a facility to house the coaches' office, team rooms, trainer room, and equipment storage. The facility would be approximately 6,000 square feet or about the size of the six relocatable classrooms being removed.

Staff is recommending RNT Architects be retained to develop a number of options to accommodate the proposed uses. Options would be different types of construction such as relocatable buildings, modular buildings, or a build-in-place structure. Cost estimates would be provided to determine whether any of the options are financially feasible. The architect's rough estimate of the cost of this project is in the \$600,000 range. The cost of the project would be shared 50/50 with the Torrey Pines Foundation and the District. The District's share can be funded by Mello-Roos or Fund 19.

Should one of the options look financially feasible, staff intends to bring back a contract with RNT Architects to complete the drawings and provide construction administration.

AGENDA ITEM: 14

RECOMMENDATION:

It is recommended that the Board approve entering into an agreement with Roesling Nakamura Terada Architects to provide preliminary design services for the Sports Team Room Facility at Torrey Pines High School project, for an amount not to exceed \$2,000.00, and authorize Simonetta March to execute the agreement.

FUNDING SOURCE:

Cost to be split between Capital Facilities Fund 25-19, Mello Roos and Torrey Pines High School Foundation

INDEPENDENT CONTRACTOR AGREEMENT
A2006-164

This Agreement is hereby entered into between the San Dieguito Union High School District, hereinafter referred to as "District," and **Roesling Nakamura Terada Architects, Inc.**, Taxpayer ID #**33-0267288**, address **363 Fifth Avenue, Suite 202, San Diego, CA 92101**, hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice, and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be Provided by Contractor.

Contractor will provide preliminary design services for the Sports Team Room Facility at Torrey Pines High School project, as detailed on the attached proposal.

2. Term. Contractor shall commence providing services under this Agreement on **March 24, 2006**, and will diligently perform as required and complete performance by **April 1, 2007**.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement **an amount not to exceed Two Thousand and no/100 Dollars (\$2,000.00). Services will be billed at the rate of \$120.00 per hour.** This sum does not include reimbursable expenses for printing and deliveries. District shall pay Contractor according to the following terms and conditions:

Fees for the above stated services will be paid upon submission of an itemized invoice. Reimbursable are to be itemized and documented.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as **noted on the attachment.**

5. Precedence of Agreement Over Exhibits. Should there be any ambiguity or inconsistency between any exhibits to this Agreement and the terms of this Agreement, the terms of this Agreement take precedence.

6. Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities and all other means whatsoever, except as herein otherwise expressly specified to be furnished by District, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
7. Independent Contractor. Contractor, in the performance of this Agreement, shall be and shall act as an independent contractor. Contractor shall perform its obligations under this Agreement according to the Contractor's own means and methods of work which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by District except as to the results of the work. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement. Nothing in this Agreement shall give the Contractor authority with respect to any District decision beyond the rendition of information, advice, recommendation, or counsel. Contractor is not authorized to make any representation, contract or commitment on behalf of District.
8. Taxes. Contractor acknowledges and agrees that it is the sole responsibility of Contractor to make the requisite tax filings and payment to the appropriate federal, state or local tax authorities. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.
9. Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as **noted on the attachment.**
10. Originality of Services. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other sources, except that submitted to Contractor by District as a basis for such services.
11. Confidentiality and Use of Information.
 - (a) Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade

secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

- (b) Contractor shall advise District of any and all materials used, or recommended for use by Contractor to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and, as a result of the use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.
12. Audit and Inspection of Records. At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's primary administrative offices, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.
13. Works for Hire/Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
14. Termination. District may at any time, with or without reason, terminate the Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or not later than five (5) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; (c) or if Contractor is adjudged a bankrupt, and Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District of termination for cause shall contain the reasons for such intention to terminate, and unless within fifteen (15) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the fifteen (15) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District of

obtaining the services from another contractor exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than five (5) days after the day of mailing, whichever is sooner.

15. "DEFENSE AND INDEMNITY." (a) District shall not be liable for, and Contractor shall defend and indemnify District and its Board of Trustees, officers, agents, employees and volunteers (collectively "District Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, whether active or passive, of District Parties. Contractor shall have no obligation, however, to defend or indemnify District Parties from a claim if it is determined by a court of competent jurisdiction that such claim was caused by the sole negligence or willful misconduct of District Parties.

(b) Contractor shall defend and indemnify the District and its Board of Trustees, officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

16. Insurance. As a material part of the consideration due the District, Contractor agrees to procure and maintain at its own expense for the duration of this agreement commercial general liability (including operations, products and completed operations) and automobile liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees, or subcontractors. Such insurance shall maintain limits not less than one million dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, and property damage.

The "San Dieguito Union High School District, its Board of Trustees, officers, employees, and agents" shall be named as additional insured under the insurance policies required by this section with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Evidence of such coverage under the Contractor's policy shall be provided to the District in the form of an endorsement to the Contractor's insurance (ISO form CG 20 10 11 85 or similar) or as a separate owner's policy.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the District, its Board of Trustees, officer, employees, and agents. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

Contractor shall furnish the District with original certificates of insurance and amendatory endorsements affecting coverage required by this section.

17. Professional Errors and Omissions Insurance. Contractor agrees to procure and maintain at its own expense in full force and effect professional Errors and Omissions Insurance in the amount of one million dollars (\$1,000,000). No later than ten (10) working days after execution of this Agreement by both parties, Contractor shall provide District with copies of the policy or policies of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage.
18. Workers' Compensation Insurance. Contractor agrees to procure and maintain at its own expense in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.
19. Inspection By District. The services completed herein must meet the approval of the District and shall be subject to the District's right of inspection to secure the satisfactory completion thereof. If any services performed by Contractor do not conform to the specifications and requirements of this Agreement, District may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and District may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor cannot correct its performance, the District shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the contract price to reflect the reduced value of the services received by District. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that the future performance of the service conforms to the specifications and requirements of this Agreement, the District shall have the right to either (1) without terminating this Agreement, have the services performed by contract or otherwise, in conformance with the specifications of this Agreement and charge Contractor, and/or withhold from payment due to Contractor, any costs incurred by District that are directly related to the performance of such services, or (2) terminate this Agreement for default.

20. Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any District Facility without prior approval of District Administrator of Agreement or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all action necessary to protect third parties, including, without limitation, employees, students, and agents of the District from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the District of it. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the District with respect to any third person under any Environmental Laws.
21. Contact with Students. Contractor will not permit any of its employees who perform services under this Agreement to come in contact with pupils or communicate with pupils. In the event Contractor fails to prevent its employees from having contact with pupils or communicating with pupils and injury results from failure to prohibit pupil contact or communication, Contractor shall defend, indemnify, protect, and hold the District, its agents, officers and employees harmless from and against any and all claims, demands, liability, judgments, awards, losses, injury, damages, expenses, charges or costs of any kind or character whether to the District or to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to prohibit its employees, subcontractors or agents from having pupil contact or communication. Any subcontractors hired by Contractor shall be subject to and shall comply with this section, and it shall be the Contractor's responsibility to require compliance with this section. Contractor and subcontractor shall be jointly and severally liable for any injury that results from subcontractor's failure to comply with this provision. Based on the determination that neither Contractor nor any subcontractor of Contractor will have contact with pupils, no fingerprinting of Contractor or its agents, subcontractors or employees is required by this Agreement.
22. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

23. Compliance With Applicable Laws. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement, or occurring out of the performance of such operations.
24. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
25. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
26. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.
27. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation, or a perception that a person has or is associated with a person who has, or is perceived to have, any of these characteristics.
28. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
29. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District: Simonetta "Nettie" March

For Contractor: Joe Mansfield

30. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party

may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth above.

31. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
32. Successors. All terms of this Contract shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
33. Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Contract or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Contract. In construing this Contract in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
34. Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor shall not employ any person having any such interest in the performance of this Agreement.
35. Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 1)(commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, material, or services by the Contractor for sale to the District under this Agreement.
36. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
37. Board Ratification and Approval or Review. The Parties acknowledge and understand that this agreement is subject to ratification and approval or review in accordance with California law by the Board of Trustees of the San Dieguito Union High School District. In the event any work is performed or payment made prior to the ratification and approval or review of a final Agreement by the Board, all parties agree, the terms of this Agreement as set forth herein as of July 1, 2005, shall be binding and shall control the relationship of the parties and shall be the contract terms submitted to the Board for ratification and approval, or review.

37. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this ____ day of March, 2006.

SAN DIEGUITO UNION HIGH SCHOOL
DISTRICT

ROESLING NAKAMURA TERADA
ARCHITECTS

By: _____
Signature

By: _____
Signature

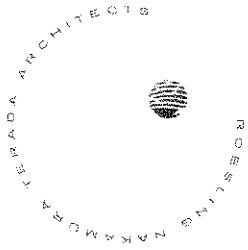
Simonetta March
Typed Name

Joseph Mansfield
Typed Name

Director or Purchasing/Whs. Services
Title

Title

33-0267288
Social Security or
Taxpayer Identification Number



Ralph Roesling
Kotaro Nakamura
Mun Ying Kung
Chikako Terada
Lisa Gelfand
Joe Mansfield
Chuck Forte

March 9, 2006

Stephen Ma
Director, Planning Services
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
710 Encinitas Boulevard
Encinitas, CA 92024

Re: Preliminary Design Services for the Sports Team Room
Facility at Torrey Pines High School Project

Subject: Fee Proposal

Dear Steve;

We are pleased to submit this proposal for the Preliminary Design Services for the Sports Team Room Facility at Torrey Pines High School Project. We understand the scope of work to include the following:

1. Consult with District to develop facility program.
2. Develop preliminary design schemes using both permanent and modular building construction.
3. Develop preliminary cost estimates for each scheme.
4. Determine Sports Team Room facility scope of work.

Based on the aforementioned tasks, we propose an hourly contract with a not to exceed value of **\$2000**. Hourly services will be billed at a rate of \$120 per hour.

We are excluding the following services and expenses:

Reimbursable expenses for printing and deliveries

Please review and feel free to call me if you have any questions or comments.

Thank you again for the opportunity to submit this proposal.

Sincerely,

A handwritten signature in black ink that reads "Joe Mansfield". The signature is written in a cursive, flowing style.

Joe Mansfield, Principal
ROESLING NAKAMURA TERADA ARCHITECTS, INC.

Cc: Christina Bennett, SDUHSD
Russell Thornton, SDUHSD

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 14, 2006

BOARD MEETING DATE: March 23, 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 AGREEMENT /
SAN DIEGUITO HIGH SCHOOL ACADEMY /
CONSTRUCTION ADMINISTRATION SUPPORT
FOR ADULT EDUCATION FACILITY

EXECUTIVE SUMMARY

Staff has been working with the Adult Education (AE) program to find a permanent home. After looking at a number of options, it was determined that San Dieguito Academy could house this program at the rear of the site near the student parking lot. The plan calls for the placement of three or four modular classrooms. Two would be used for their administrative offices and the other classrooms would be used for day and evening AE classes.

The AE program has accumulated approximately \$500,000 in capital facility funds and has pledged these funds toward the project. No other District funds are required.

RECOMMENDATION:

It is recommended that the Board approve entering into an agreement with Roesling Nakamura Terada Architects to provide design, contract document preparation, and construction administration support for the Adult Education Facility at San Dieguito High School Academy project, for an amount not to exceed \$24,000.00, and authorize Simonetta March to execute the agreement.

FUNDING SOURCE:

Adult Education Fund 11-00

INDEPENDENT CONTRACTOR AGREEMENT
A2006-163

This Agreement is hereby entered into between the San Dieguito Union High School District, hereinafter referred to as "District," and **Roesling Nakamura Terada Architects, Inc.**, Taxpayer ID #**33-0267288**, address **363 Fifth Avenue, Suite 202, San Diego, CA 92101**, hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice, and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be Provided by Contractor.

Design, contract document preparation, and construction administration support for the Adult Education Facility at San Dieguito High School Academy Project, as detailed on the attached proposal.

2. Term. Contractor shall commence providing services under this Agreement on **March 24, 2006**, and will diligently perform as required and complete performance by **April 1, 2007**.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement **4% of modular building cost and 12% of the sitework cost for a total estimated amount of Twenty Four Thousand and no/100 Dollars (\$24,000.00)**. This sum does not include reimbursable expenses for printing and deliveries. District shall pay Contractor according to the following terms and conditions:

Fees for the above stated services will be paid upon submission of an invoice indicating the design phase and percentage completed. Reimbursable are to be itemized and documented.

4. Expenses. District shall not be liable to Contractor for any costs or expenses *paid or incurred by Contractor in performing services for District*, except as **noted on the attachment**.

5. Precedence of Agreement Over Exhibits. Should there be any ambiguity or inconsistency between any exhibits to this Agreement and the terms of this Agreement, the terms of this Agreement take precedence.

6. Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities and all other means whatsoever, except as herein otherwise expressly specified to be furnished by District, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
7. Independent Contractor. Contractor, in the performance of this Agreement, shall be and shall act as an independent contractor. Contractor shall perform its obligations under this Agreement according to the Contractor's own means and methods of work which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by District except as to the results of the work. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement. Nothing in this Agreement shall give the Contractor authority with respect to any District decision beyond the rendition of information, advice, recommendation, or counsel. Contractor is not authorized to make any representation, contract or commitment on behalf of District.
8. Taxes. Contractor acknowledges and agrees that it is the sole responsibility of Contractor to make the requisite tax filings and payment to the appropriate federal, state or local tax authorities. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.
9. Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as **noted on the attachment.**
10. Originality of Services. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other sources, except that submitted to Contractor by District as a basis for such services.
11. Confidentiality and Use of Information.
 - (a) Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade

secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

- (b) Contractor shall advise District of any and all materials used, or recommended for use by Contractor to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and, as a result of the use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.

- 12. Audit and Inspection of Records. At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's primary administrative offices, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.
- 13. Works for Hire/Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
- 14. Termination. District may at any time, with or without reason, terminate the Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or not later than five (5) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; (c) or if Contractor is adjudged a bankrupt, and Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District of termination for cause shall contain the reasons for such intention to terminate, and unless within fifteen (15) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the fifteen (15) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District of

obtaining the services from another contractor exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than five (5) days after the day of mailing, whichever is sooner.

15. "DEFENSE AND INDEMNITY." (a) District shall not be liable for, and Contractor shall defend and indemnify District and its Board of Trustees, officers, agents, employees and volunteers (collectively "District Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, whether active or passive, of District Parties. Contractor shall have no obligation, however, to defend or indemnify District Parties from a claim if it is determined by a court of competent jurisdiction that such claim was caused by the sole negligence or willful misconduct of District Parties.

(b) Contractor shall defend and indemnify the District and its Board of Trustees, officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

16. Insurance. As a material part of the consideration due the District, Contractor agrees to procure and maintain at its own expense for the duration of this agreement commercial general liability (including operations, products and completed operations) and automobile liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees, or subcontractors. Such insurance shall maintain limits not less than one million dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, and property damage.

The "San Dieguito Union High School District, its Board of Trustees, officers, employees, and agents" shall be named as additional insured under the insurance policies required by this section with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Evidence of such coverage under the Contractor's policy shall be provided to the District in the form of an endorsement to the Contractor's insurance (ISO form CG 20 10 11 85 or similar) or as a separate owner's policy.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the District, its Board of Trustees, officer, employees, and agents. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

Contractor shall furnish the District with original certificates of insurance and amendatory endorsements affecting coverage required by this section.

17. Professional Errors and Omissions Insurance. Contractor agrees to procure and maintain at its own expense in full force and effect professional Errors and Omissions Insurance in the amount of one million dollars (\$1,000,000). No later than ten (10) working days after execution of this Agreement by both parties, Contractor shall provide District with copies of the policy or policies of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage.
18. Workers' Compensation Insurance. Contractor agrees to procure and maintain at its own expense in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.
19. Inspection By District. The services completed herein must meet the approval of the District and shall be subject to the District's right of inspection to secure the satisfactory completion thereof. If any services performed by Contractor do not conform to the specifications and requirements of this Agreement, District may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and District may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor cannot correct its performance, the District shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the contract price to reflect the reduced value of the services received by District. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that the future performance of the service conforms to the specifications and requirements of this Agreement, the District shall have the right to either (1) without terminating this Agreement, have the services performed by contract or otherwise, in conformance with the specifications of this Agreement and charge Contractor, and/or withhold from payment due to Contractor, any costs incurred by District that are directly related to the performance of such services, or (2) terminate this Agreement for default.

20. Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any District Facility without prior approval of District Administrator of Agreement or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all action necessary to protect third parties, including, without limitation, employees, students, and agents of the District from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the District of it. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the District with respect to any third person under any Environmental Laws.
21. Contact with Students. Contractor will not permit any of its employees who perform services under this Agreement to come in contact with pupils or communicate with pupils. In the event Contractor fails to prevent its employees from having contact with pupils or communicating with pupils and injury results from failure to prohibit pupil contact or communication, Contractor shall defend, indemnify, protect, and hold the District, its agents, officers and employees harmless from and against any and all claims, demands, liability, judgments, awards, losses, injury, damages, expenses, charges or costs of any kind or character whether to the District or to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to prohibit its employees, subcontractors or agents from having pupil contact or communication. Any subcontractors hired by Contractor shall be subject to and shall comply with this section, and it shall be the Contractor's responsibility to require compliance with this section. Contractor and subcontractor shall be jointly and severally liable for any injury that results from subcontractor's failure to comply with this provision. Based on the determination that neither Contractor nor any subcontractor of Contractor will have contact with pupils, no fingerprinting of Contractor or its agents, subcontractors or employees is required by this Agreement.
22. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

23. Compliance With Applicable Laws. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement, or occurring out of the performance of such operations.
24. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
25. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
26. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.
27. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation, or a perception that a person has or is associated with a person who has, or is perceived to have, any of these characteristics.
28. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
29. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District: Simonetta "Nettie" March

For Contractor: Joe Mansfield

30. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party

may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth above.

31. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
32. Successors. All terms of this Contract shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
33. Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Contract or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Contract. In construing this Contract in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
34. Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor shall not employ any person having any such interest in the performance of this Agreement.
35. Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 1)(commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, material, or services by the Contractor for sale to the District under this Agreement.
36. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
37. Board Ratification and Approval or Review. The Parties acknowledge and understand that this agreement is subject to ratification and approval or review in accordance with California law by the Board of Trustees of the San Dieguito Union High School District. In the event any work is performed or payment made prior to the ratification and approval or review of a final Agreement by the Board, all parties agree, the terms of this Agreement as set forth herein as of July 1, 2005, shall be binding and shall control the relationship of the parties and shall be the contract terms submitted to the Board for ratification and approval, or review.

37. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this ____ day of March, 2006.

SAN DIEGUITO UNION HIGH SCHOOL
DISTRICT

ROESLING NAKAMURA TERADA
ARCHITECTS

By: _____
Signature

By: _____
Signature

Simonetta March
Typed Name

Joseph Mansfield
Typed Name

Director or Purchasing/Whs. Services
Title

Title

33-0267288
Social Security or
Taxpayer Identification Number



Ralph Roesling
Kotaro Nakamura
Mun Ying Kung
Chikako Terada
Lisa Gelfand
Joe Mansfield
Chuck Forte

March 9, 2006

Stephen Ma
Director, Planning Services
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
710 Encinitas Boulevard
Encinitas, CA 92024

Re: Adult Education Facility at San Dieguito High School
Academy Project

Subject: Fee Proposal

Dear Steve:

We are pleased to submit this proposal for the design, contract document preparation and construction administration support for the Adult Education Facility at San Dieguito High School Academy. We understand the Scope of Work includes the following:

1. Install three 24 by 40 foot modular buildings for use by the Adult Education Department.
2. Extend campus utilities to the modular buildings.
3. Improve site area as required for installation of modular buildings.

Based on the aforementioned scope of work, we anticipate a preliminary construction budget of \$400,000. An approximate distribution of the budget is as follows:

| | |
|--------------------|-----------|
| Modular Classrooms | \$300,000 |
| Sitework | \$100,000 |
| Total | \$400,000 |

We propose the following Scope of Services to accomplish the scope of work.

1. Preliminary Design
2. Design Development
3. Construction Documents
4. Construction Observation / Administration

Based on State Guidelines for design fees and the Preliminary Construction Cost Summary, we anticipate the following fee:

| | | |
|--------------------|-----------------|----------|
| Modular Classrooms | \$300,000 x 4% | \$12,000 |
| Sitework | \$100,000 x 12% | \$12,000 |
| Total | | \$24,000 |

The aforementioned is a fixed fee based on the Scope of Work indicated.

We are excluding the following services and expenses:

Geotechnical investigation and reports (if required)
Site surveys
Reimbursable expenses for printing and deliveries

Please review and feel free to call me if you have any questions or comments.

Thank you again for the opportunity to submit this proposal.

Sincerely,



Joe Mansfield, Principal
ROESLING NAKAMURA TERADA ARCHITECTS, INC.

Cc: Christina Bennett, SDUHSD
Russell Thornton, SDUHSD

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 14, 2006

BOARD MEETING DATE: March 23, 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 AGREEMENT /
SAN DIEGUITO HIGH SCHOOL ACADEMY /
ENVIRONMENTAL CONSULTING SERVICES
FOR PERFORMING ARTS CENTER

EXECUTIVE SUMMARY

The height of the proposed Performing Arts Center at San Dieguito Academy exceeds the height limit (30') imposed by the Coastal Development Zone. The height of the proposed theater at SDA (37'9" at the building and 41' from the mast) is driven by function, not aesthetics. As an example, the theater buildings at LCC and CCA both exceed 40' in height. The proposed theater at SDA would be proportional in height and mass to the adjacent torrey pines trees and the gymnasium complex. Coastal access and view sheds do not appear to be issues in this case.

Staff is recommending that the District request a zone plan amendment with the City of Encinitas to accommodate the new theater. The approval process for the zone change will include the city's Public Participation Program / Coastal Development Permit and the State Coastal Commission.

Dudek and Associates has extensive experience in processing coastal development permits in Encinitas. This firm has assigned a former California Coastal Commission planner to provide assistance with this project. Dudek is familiar with SDA, because they completed the Environmental Impact Report on the master plan and modernization two years ago.

RECOMMENDATION:

It is recommended that the Board approve entering into an agreement with Dudek & Associates, Inc. to provide environmental consulting services regarding the development of the proposed performing Arts Center at the San Dieguito High School Academy, for an amount not to exceed \$20,560.00, and authorize Simonetta March to execute the agreement.

FUNDING SOURCE:

Mello Roos Fund

INDEPENDENT CONTRACTOR AGREEMENT
A2006-166

This Agreement is hereby entered into between the San Dieguito Union High School District, hereinafter referred to as "District," and **Dudek & Associates, Inc.**, Taxpayer ID #**95-3873865**, address **605 Third Street, Encinitas, CA 92024**, hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice, and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be Provided by Contractor.

Contractor will provide environmental consulting services for the construction of a proposed performing arts center at the San Dieguito High School Academy, as detailed in the attached proposal.

2. Term. Contractor shall commence providing services under this Agreement on **March 24, 2006**, and will diligently perform as required and complete performance by **April 1, 2007**.
3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement an **amount not to exceed Twenty Thousand Five Hundred Sixty and no/100 Dollars (\$20,560.00)**. This sum includes direct costs/reimbursables. District shall pay Contractor according to the following terms and conditions:

Fees for the above stated services will be paid upon submission of an itemized invoice. Direct costs/reimbursables are to be itemized and documented.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as **noted on the attachment**.
5. Precedence of Agreement Over Exhibits. Should there be any ambiguity or inconsistency between any exhibits to this Agreement and the terms of this Agreement, the terms of this Agreement take precedence.

6. Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities and all other means whatsoever, except as herein otherwise expressly specified to be furnished by District, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
7. Independent Contractor. Contractor, in the performance of this Agreement, shall be and shall act as an independent contractor. Contractor shall perform its obligations under this Agreement according to the Contractor's own means and methods of work which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by District except as to the results of the work. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement. Nothing in this Agreement shall give the Contractor authority with respect to any District decision beyond the rendition of information, advice, recommendation, or counsel. Contractor is not authorized to make any representation, contract or commitment on behalf of District.
8. Taxes. Contractor acknowledges and agrees that it is the sole responsibility of Contractor to make the requisite tax filings and payment to the appropriate federal, state or local tax authorities. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.
9. Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as **noted on the attachment.**
10. Originality of Services. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other sources, except that submitted to Contractor by District as a basis for such services.
11. Confidentiality and Use of Information.
 - (a) Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is

information which is related to the District's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

- (b) Contractor shall advise District of any and all materials used, or recommended for use by Contractor to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and, as a result of the use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.
- 12. Audit and Inspection of Records. At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's primary administrative offices, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.
- 13. Works for Hire/Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
- 14. Termination. District may at any time, with or without reason, terminate the Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or not later than five (5) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; (c) or if Contractor is adjudged a bankrupt, and Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District of termination for cause shall contain the reasons for such intention to terminate, and unless within fifteen (15) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the fifteen (15) days cease and terminate. In the event of such termination, the District may secure

the required services from another contractor. If the cost to the District of obtaining the services from another contractor exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than five (5) days after the day of mailing, whichever is sooner.

15. "DEFENSE AND INDEMNITY." (a) District shall not be liable for, and Contractor shall defend and indemnify District and its Board of Trustees, officers, agents, employees and volunteers (collectively "District Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, whether active or passive, of District Parties. Contractor shall have no obligation, however, to defend or indemnify District Parties from a claim if it is determined by a court of competent jurisdiction that such claim was caused by the sole negligence or willful misconduct of District Parties.

(b) Contractor shall defend and indemnify the District and its Board of Trustees, officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

16. Insurance. As a material part of the consideration due the District, Contractor agrees to procure and maintain at its own expense for the duration of this agreement commercial general liability (including operations, products and completed operations) and automobile liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees, or subcontractors. Such insurance shall maintain limits not less than one million dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, and property damage.

The "San Dieguito Union High School District, its Board of Trustees, officers, employees, and agents" shall be named as additional insured under the insurance policies required by this section with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Evidence of such coverage under the Contractor's policy shall be provided to the District in the form of an endorsement to the Contractor's insurance (ISO form CG 20 10 11 85 or similar) or as a separate owner's policy.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the District, its Board of Trustees, officer, employees, and agents. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

Contractor shall furnish the District with original certificates of insurance and amendatory endorsements affecting coverage required by this section.

17. Professional Errors and Omissions Insurance. Contractor agrees to procure and maintain at its own expense in full force and effect professional Errors and Omissions Insurance in the amount of one million dollars (\$1,000,000). No later than ten (10) working days after execution of this Agreement by both parties, Contractor shall provide District with copies of the policy or policies of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage.
18. Workers' Compensation Insurance. Contractor agrees to procure and maintain at its own expense in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.
19. Inspection By District. The services completed herein must meet the approval of the District and shall be subject to the District's right of inspection to secure the satisfactory completion thereof. If any services performed by Contractor do not conform to the specifications and requirements of this Agreement, District may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and District may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor cannot correct its performance, the District shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the contract price to reflect the reduced value of the services received by District. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that the future performance of the service conforms to the specifications and requirements of this Agreement, the District shall have the right to either (1) without terminating this Agreement, have the services performed by contract or otherwise, in conformance with the specifications of this Agreement and charge Contractor, and/or withhold from payment due to Contractor, any costs incurred by District that are directly related to the performance of such services, or (2) terminate this Agreement for default.

20. Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any District Facility without prior approval of District Administrator of Agreement or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all action necessary to protect third parties, including, without limitation, employees, students, and agents of the District from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the District of it. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the District with respect to any third person under any Environmental Laws.
21. Contact with Students. Contractor will not permit any of its employees who perform services under this Agreement to come in contact with pupils or communicate with pupils. In the event Contractor fails to prevent its employees from having contact with pupils or communicating with pupils and injury results from failure to prohibit pupil contact or communication, Contractor shall defend, indemnify, protect, and hold the District, its agents, officers and employees harmless from and against any and all claims, demands, liability, judgments, awards, losses, injury, damages, expenses, charges or costs of any kind or character whether to the District or to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to prohibit its employees, subcontractors or agents from having pupil contact or communication. Any subcontractors hired by Contractor shall be subject to and shall comply with this section, and it shall be the Contractor's responsibility to require compliance with this section. Contractor and subcontractor shall be jointly and severally liable for any injury that results from subcontractor's failure to comply with this provision. Based on the determination that neither Contractor nor any subcontractor of Contractor will have contact with pupils, no fingerprinting of Contractor or its agents, subcontractors or employees is required by this Agreement.
22. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

23. Compliance With Applicable Laws. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement, or occurring out of the performance of such operations.
24. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
25. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
26. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.
27. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation, or a perception that a person has or is associated with a person who has, or is perceived to have, any of these characteristics.
28. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
29. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:
- For District: Simonetta "Nettie" March
- For Contractor:
30. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party

may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth above.

31. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
32. Successors. All terms of this Contract shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
33. Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Contract or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Contract. In construing this Contract in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
34. Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor shall not employ any person having any such interest in the performance of this Agreement.
35. Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 1)(commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, material, or services by the Contractor for sale to the District under this Agreement.
36. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
37. Board Ratification and Approval or Review. The Parties acknowledge and understand that this agreement is subject to ratification and approval or review in accordance with California law by the Board of Trustees of the San Dieguito Union High School District. In the event any work is performed or payment made prior to the ratification and approval or review of a final Agreement by the Board, all parties agree, the terms of this Agreement as set forth herein as of July 1, 2005, shall be binding and shall control the relationship of the parties and shall be the contract terms submitted to the Board for ratification and approval, or review.

37. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this ____ day of March, 2006.

SAN DIEGUITO UNION HIGH SCHOOL
DISTRICT

DUDEK & ASSOCIATES

By: _____
Signature

By: _____
Signature

Simonetta March
Typed Name

Typed Name

Director or Purchasing/Whs. Services
Title

Title

95-3873865
Social Security or
Taxpayer Identification Number

DUDEK

CORPORATE OFFICE
605 THIRD STREET
ENCINITAS, CALIFORNIA 92024
T 760.942.5147 F 800.450.1818 F 760.932.0144

March 8, 2006

406000-300

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

Re: Proposal for Environmental Consulting Services Relating to Development of the Proposed Performing Arts Center at the San Dieguito Academy, City of Encinitas, California

Dear Steve:

Dudek & Associates, Inc. (Dudek) is pleased to submit this proposal to provide environmental consulting services for the construction of a proposed performing arts center at the San Dieguito Academy, located off of Santa Fe Drive in the City of Encinitas, California.

Dudek understands that the development of a performing arts center on the grounds of the existing San Dieguito Academy requires a zoning amendment to the Coastal Commission's Local Coastal Plan. Therefore, based on our understanding of your immediate needs, Dudek proposes to conduct the following scope of work.

SCOPE OF WORK**Task 1: Coastal Development Permit**

Pursuant to the California Coastal Act of 1976, Dudek staff will prepare and process an application for a Coastal Development Permit (CDP) through the City of Encinitas (City). The application will include a description of the proposed development; a public notice package, including the identification of adjacent property owners within 300 feet of the project site; an impacts analysis; and an analysis of project consistency with the City's Local Coastal Program (LCP), taking into account proposed mitigation. This task includes assembly of the application materials in accordance with the City's requirements, including all public noticing materials as well as the organization of and participation in the City's Public Participation Program (PPP). A draft CDP application will be submitted to the Client for your review prior to its submission to the City. Dudek will then make any necessary changes and submit the application to the City.

Mr. Steve Ma

Re: Proposal for Environmental Consulting Services Relating to Development of the Proposed Performing Arts Center at the San Dieguito Academy, City of Encinitas, California

This scope provides for one (1) revision to the draft CDP application. This scope of work includes one (1) meeting with City staff to review and submit the CDP application package.

It is important to note that this scope of work does not include the processing of an appeal to the CCC.

Estimated Labor Cost for Task 1.....\$10,000.00

Task 2: Coastal Commission Local Coastal Plan Amendment

Dudek will work with the California Coastal Commission in processing a local coastal plan amendment to facilitate the development of a performing arts center on the grounds of the San Dieguito Academy.

Task 2a: Records Search and Literature Review

Dudek will research and review Coastal Commission records relative to the subject property including any previously approved plans for the property, special studies, staff report findings, permit conditions of approval, and Local Coastal Plan certification findings, as applicable. Dudek will also research and review Coastal Commission records for previous Commission actions on similar development/Local Coastal Plan Amendment proposals and document required findings for approval.

Estimated Labor Cost for Task 2a.....\$1,760.00

Task 2b: Local Coastal Plan Amendment Preparation and Processing

Dudek will prepare and assist City staff with preparation of an analysis of applicable California Coastal Act and City of Encinitas Local Coastal Plan policies to expedite Coastal staff's amendment review process; including a description of existing and proposed land use designations and development standards as they relate to the proposed project, and an evaluation of the project's potential consistency/ inconsistency with applicable City Local Coastal Plan and Coastal Act policies. Dudek will assist in the preparation of appropriate Local Coastal Plan Amendment application materials for submittal to the Coastal Commission and assist in preparation of application revisions, if determined to be necessary by Coastal staff.

* *

Monitor and expedite the project's processing through the Coastal Commission's review process, including: (1) assistance in responding to any questions raised by staff on the application to

Mr. Steve Ma

Re: Proposal for Environmental Consulting Services Relating to Development of the Proposed Performing Arts Center at the San Dieguito Academy, City of Encinitas, California

expedite their "completeness determination", and (2) assistance in the review of staff reports/recommendations and "Suggested Modifications" to ensure that they are acceptable, reasonable and feasible;

Estimated Labor Cost for Task 2b..... **\$5,300.00**

Task 2c: Meetings/Public Hearings for Local Coastal Plan Amendment

Dudek will prepare for and attend three (3) meetings/public hearings to speak on behalf of the proposed project as deemed appropriate including a Planning Commission, City Council, and Coastal Commission meeting.

Estimated Labor Cost for Task 2c..... **\$3,000.00**

Total Estimated Labor Cost for Task 2..... **\$10,060.00**


COST ESTIMATE

All labor will be billed on a time-and-materials basis not to exceed \$20,060.00 in accordance with Dudek's 2006 Standard Schedule of Charges. Direct costs will be billed at a 15 percent markup and are anticipated to be in the range of \$500.00. Direct costs include deliveries, reproduction, mailing, and mileage (@ 44.5 cents/mile). Therefore, the total project cost would be \$20,560.00.

Dudek thanks you for the opportunity to propose on this project and looks forward to working with you. Should you have any questions, please do not hesitate to contact me. I can be reached via telephone at (760) 479-4295 or via e-mail at twotipka@dudek.com.

Very truly yours,

DUDEK



Tricia Wotipka
Environmental Specialist III

att: 2006 Standard Schedule of Charges
cc: Sherri Miller, Dudek & Associates, Inc.
April Verbanac, Dudek & Associates, Inc.

DUDEK

Dudek 2006 Standard Schedule of Charges

Engineering Services

| | |
|---|-------------|
| Project Director..... | \$175.00/hr |
| Program Manager..... | \$170.00/hr |
| Principal Engineer II..... | \$160.00/hr |
| Principal Engineer I..... | \$150.00/hr |
| Engineering Senior Project Manager..... | \$140.00/hr |
| Project Manager..... | \$130.00/hr |
| Resident Engineer..... | \$120.00/hr |
| Senior Engineer II..... | \$120.00/hr |
| Senior Engineer I..... | \$105.00/hr |
| Project Engineer II..... | \$95.00/hr |
| Project Engineer I..... | \$90.00/hr |
| Field Engineer II..... | \$95.00/hr |
| Field Engineer I..... | \$85.00/hr |
| Engineering Assistant..... | \$70.00/hr |

Environmental Services

| | |
|---|-------------|
| Principal..... | \$175.00/hr |
| Senior Project Manager/Specialist..... | \$160.00/hr |
| Environmental Specialist/Planner VI..... | \$150.00/hr |
| Environmental Specialist/Planner V..... | \$135.00/hr |
| Environmental Specialist/Planner IV..... | \$125.00/hr |
| Environmental Specialist/Planner III..... | \$110.00/hr |
| Environmental Specialist/Planner II..... | \$100.00/hr |
| Environmental Specialist/Planner I..... | \$90.00/hr |
| Analyst..... | \$75.00/hr |

Urban and Community Forestry

| | |
|---|-------------|
| Principal/Senior Consulting Arborist..... | \$175.00/hr |
| Senior Project Manager..... | \$150.00/hr |
| Urban Forestry Specialist V..... | \$135.00/hr |
| Urban Forestry Specialist IV..... | \$125.00/hr |
| Urban Forestry Specialist III..... | \$110.00/hr |
| Urban Forestry Specialist II..... | \$100.00/hr |
| Urban Forestry Specialist I..... | \$90.00/hr |
| Research Analyst..... | \$65.00/hr |

Construction Management Services

| | |
|-------------------------------------|-------------|
| Principal/Manager..... | \$175.00/hr |
| Senior Construction Manager..... | \$150.00/hr |
| Construction Manager..... | \$135.00/hr |
| Senior Project Manager..... | \$135.00/hr |
| Project Manager..... | \$130.00/hr |
| Resident Engineer..... | \$120.00/hr |
| Construction Engineer..... | \$105.00/hr |
| On-site Owner's Representative..... | \$95.00/hr |
| Construction Inspector III..... | \$100.00/hr |
| Construction Inspector II..... | \$95.00/hr |
| Construction Inspector I..... | \$90.00/hr |

Right-of-Way Management Services

| | |
|----------------------------|-------------|
| Principal ROW Manager..... | \$160.00/hr |
| ROW Project Manager..... | \$130.00/hr |
| Senior ROW Engineer..... | \$115.00/hr |
| ROW Engineer..... | \$105.00/hr |
| ROW Technician..... | \$95.00/hr |
| ROW Research Analyst..... | \$65.00/hr |

Hydrogeological Services

| | |
|---|-------------|
| Principal..... | \$180.00/hr |
| Sr. Hydrogeologist/Sr. Project Manager..... | \$150.00/hr |
| Associate Hydrogeologist/Engineer..... | \$115.00/hr |
| Hydrogeologist IV/Engineer IV..... | \$105.00/hr |
| Hydrogeologist III/Engineer III..... | \$95.00/hr |
| Hydrogeologist II/Engineer II..... | \$85.00/hr |
| Hydrogeologist I/Engineer I..... | \$75.00/hr |
| Technician..... | \$65.00/hr |

District Management & Operations

| | |
|---------------------------------------|-------------|
| District General Manager..... | \$155.00/hr |
| District Engineer..... | \$135.00/hr |
| District Manager..... | \$130.00/hr |
| District Secretary/Account..... | \$80.00/hr |
| Collections System Manager..... | \$80.00/hr |
| Grade V Operator..... | \$95.00/hr |
| Grade IV Operator..... | \$80.00/hr |
| Grade III Operator..... | \$70.00/hr |
| Grade II Operator..... | \$60.00/hr |
| Grade I Operator..... | \$57.00/hr |
| Operator in Training..... | \$47.00/hr |
| Collection Maintenance Worker II..... | \$45.00/hr |
| Collection Maintenance Worker I..... | \$34.00/hr |

Office Services

Technical/Drafting/CADD Services

| | |
|-------------------------|-------------|
| 3D Graphic Artist..... | \$125.00/hr |
| Senior Designer..... | \$98.00/hr |
| Designer..... | \$90.00/hr |
| GIS Specialist IV..... | \$100.00/hr |
| GIS Specialist III..... | \$95.00/hr |
| GIS Specialist II..... | \$85.00/hr |
| GIS Specialist I..... | \$80.00/hr |
| CADD Operator II..... | \$80.00/hr |
| CADD Operator I..... | \$70.00/hr |

Support Services

| | |
|------------------------------|------------|
| Computer Processing..... | \$65.00/hr |
| Clerical Administration..... | \$65.00/hr |

Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 1.75 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.5 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc. are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at 44.5 cents per mile. Per diem where overnight stay is involved is charged at cost.

Invoices, Late Charges. - All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within thirty (30) days from the date of the invoice. Client agrees to pay a monthly late charge equal to one percent (1%) per month of the outstanding balance until paid in full.

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 14, 2006

BOARD MEETING DATE: March 23, 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 OF CHANGE ORDER/SIMPLEX
GRINNELL LP

EXECUTIVE SUMMARY

After the contract was entered into with SimplexGrinnell LP for installation of the Safari Multimedia System at San Dieguito High School Academy, the Technology Department requested that the classrooms be outfitted with projectors rather than televisions, requiring additional electrical and cabling work. The original contract entered into with SimplexGrinnell LP was for \$651,100.00; however, payment for this project was negotiated under a lease/purchase program entered into with SimplexGrinnell LP. The five-year annual cost is \$140,239.74. The first payment was made in 2005-06 and the last payment is due in 2009-10.

The change order amount of \$30,086.00 is not under the lease/purchase program and payment is to be made upon completion of the work.

RECOMMENDATION:

It is recommended that the Board approve change order number 1 to the San Dieguito High School Academy Safari Multimedia System project B2006-14, contract entered into with SimplexGrinnell LP, increasing the contract amount by \$30,086.00, and authorize Simonetta March to execute the change order.

FUNDING SOURCE:

Mello Roos funds

CHANGE ORDER

PROJECT:

San Dieguito High School Academy
Safari Multimedia System #B2006-14

CHANGE ORDER #1

DISTRICT:

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

CONTRACTOR:

SimplexGrinnell LP
9855 Carroll Canyon Road
San Diego, CA 92131


The contract is changed as follows:

Add running 120 VAC power to each of the projector sites and the necessary data cabling
– lump sum amount \$30,086.00

| | |
|--|--------------|
| The contract sum was | \$651,100.00 |
| Net change by previously approved change orders | 0 |
| The contract sum prior to this change order was | \$651,100.00 |
| The contract sum will be increased by this change order in the amount of | \$ 30,086.00 |
| The new contract sum, including this change order will be | \$681,186.00 |

CONTRACTOR
SimplexGrinnell LP

OWNER
San Dieguito Union High
School District

By: 
Date: 3/8/06

By: _____
Date: _____

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 14, 2006

BOARD MEETING DATE: March 23, 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: AWARD OF CONTRACT/PROJECTORS & TV'S
FOR SDA MULTIMEDIA SYSTEM

EXECUTIVE SUMMARY

On March 10, 2006, eleven bids were opened for the purchase of 42 projectors and 11 televisions that are to be installed by SimplexGrinnell LP as part of the San Dieguito High School Academy Multimedia System. During the bidding process the model numbers of the televisions identified on the bid form were changed in that the FCC mandated that all manufacturers cease to distribute all products over 25" with NTSC tuners. Some bidders were not aware of this change and did not provide the District with an alternate product, as noted on the attached bid recap sheet.

It is recommended that the Board of Trustees award the contract for purchase of 11 televisions to CCS Presentation Systems, Inc. for an amount of \$16,666.00 plus tax and award the contract for 42 projectors to Pathway Communications, Ltd. for an amount of \$108,318.00 plus tax. Splitting of the award is an allowed option under this bid document.

RECOMMENDATION:

It is recommended that the Board award the contract for purchase of 11 televisions to CCS Presentation Systems, Inc. for an amount of \$16,666.00 plus tax and award the contract for 42 projectors to Pathway Communications, Ltd. for an amount of \$108,318.00 plus tax, and authorize Simonetta March to execute all pertinent documents.

FUNDING SOURCE:

Mello Roos funds

BID RECAP –TELEVISIONS AND PROJECTORS FOR SDA MULTI-MEDIA CENTER
BID #B2006-16
Bid Opening: 3/10/06

| BIDDER | 2 ea. 26" Televisions Cost per Unit | 7 ea. 32" Televisions Cost per Unit | 2 ea. 42" Televisions Cost per Unit | TOTAL FOR TELEVISIONS | 42 ea. Projectors Cost per Unit | TOTAL FOR PROJECTORS |
|--------------------------|--|--|--|----------------------------------|--|---------------------------------|
| Audio Video Supply | \$ 999.00 | LG32LX1D* \$1,540.00 | \$1,995.00 | \$16,768.00 | \$2,730.00 | \$114,660.00 |
| LCD Presentation Systems | 1,100.00 | 1,450.00 | 3,895.00 | \$20,140.00*** | 2,750.00 | \$115,500.00 |
| CCS Presentation Systems | LG26LX1D* 992.00 | LG32LX1D* 1,358.00 | LG42LC2D* 2,588.00 | \$16,666.00 | 2,655.00 | \$111,510.00 |
| Compview | 935.00 | 1,307.00 | 2,481.00 | \$15,981.00*** | 2,667.00 | \$112,014.00 |
| CSG Visual Com. | NB | NB | NB | | 2,863.00 | \$120,246.00 |
| Datel | LG26LX1D* 994.00 | LG32LX1D* 1,347.00 | 2,947.00 | \$17,311.00 | ** | |
| Gateway | 974.61 | 1,417.63 | NB | *** | NB | |
| Longs Electronics | NB | NB | NB | | ** | |
| MDM Commercial | 1,063.00 | 1,575.00 | NA | *** | NB | |
| Pathway Communication | LG26LX1D* 1,093.00 | LG32LX1D* 1,475.00 | 2,859.00 | \$18,229.00 | 2,579.00 | \$108,318.00 |
| Troxell | LG26LX1D* 960.79 | LG32LX1D* 1,375.79 | LG42LC2D* 2,581.05 | \$16,714.21 | 2,649.24 | \$111,268.08 |

*Model requested is discontinued by manufacturer and was replaced by the model indicated.

** Alternate proposal – does not meet district requirements.

***Old models not available, per manufacturer. No bid on the new model number.

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 15, 2006

BOARD MEETING DATE: March 23, 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) Membership Listing
- d) 2004 Bond Release

RECOMMENDATION:

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

FUNDING SOURCE:

Not applicable

jr
Attachments

AGENDA ITEM: 19 A-D

SAN DIEGUITO UNION HIGH
 FROM 03/02/06 THRU 03/14/06

| PO NBR | DATE | FUND | VENDOR | LOC | DESCRIPTION | AMOUNT |
|--------|----------|-------|----------------------|-----|----------------------|-------------|
| 263362 | 03/02/06 | 06 | SAX ARTS & CRAFTS | 010 | MATERIALS AND SUPPLI | \$145.68 |
| 263363 | 03/02/06 | 03 | FLEET SYSTEMS | 025 | RENTS & LEASES | \$9,000.00 |
| 263364 | 03/02/06 | 03 | XEROX CORPORATION | 014 | MATERIALS AND SUPPLI | \$187.49 |
| 263365 | 03/02/06 | 06 | ART.COM | 003 | MATERIALS AND SUPPLI | \$45.62 |
| 263366 | 03/02/06 | 21-09 | APPLE COMPUTER INC | 014 | NON CAPITALIZED EQUI | \$14,947.21 |
| 263367 | 03/02/06 | 21-09 | B AND H PHOTO-VIDEO- | 014 | MATERIALS AND SUPPLI | \$3,989.35 |
| 263368 | 03/02/06 | 03 | SAN DIEGO, CITY OF | 005 | MATERIALS AND SUPPLI | \$107.30 |
| 263369 | 03/02/06 | 03 | XEROX CORPORATION | 021 | RENTS & LEASES | \$1,633.66 |
| 263370 | 03/02/06 | 03 | XEROX CORPORATION | 008 | RENTS & LEASES | \$8,559.57 |
| 263371 | 03/02/06 | 03 | XEROX CORPORATION | 036 | DUPLICATING SUPPLIES | \$474.10 |
| 263372 | 03/02/06 | 25-19 | SNAP ON INDUSTRIAL | 028 | IMPROVEMENT | \$14,569.75 |
| 263373 | 03/03/06 | 06 | TOTAL VISION CARE | 030 | PROF/CONSULT./OPER E | \$2,000.00 |
| 263374 | 03/03/06 | 25-18 | INLAND FOUNDATION EN | 013 | NEW CONSTRUCTION | \$4,700.00 |
| 263375 | 03/03/06 | 03 | WAXIE SANITARY SUPPL | 012 | MATERIALS AND SUPPLI | \$76.93 |
| 263376 | 03/03/06 | 03 | WAXIE SANITARY SUPPL | 012 | MATERIALS AND SUPPLI | \$650.00 |
| 263377 | 03/03/06 | 03 | WAXIE SANITARY SUPPL | 010 | MATERIALS AND SUPPLI | \$1,400.00 |
| 263378 | 03/03/06 | 03 | KINKO'S | 008 | MATERIALS AND SUPPLI | \$300.00 |
| 263379 | 03/03/06 | 03 | XEROX CORPORATION | 030 | RENTS & LEASES | \$831.83 |
| 263380 | 03/03/06 | 03 | XEROX CORPORATION | 005 | DUPLICATING SUPPLIES | \$663.74 |
| 263381 | 03/06/06 | 03 | LAKESIDE UNION SCHOO | 004 | DUES AND MEMBERSHIPS | \$250.00 |
| 263382 | 03/06/06 | 03 | WAXIE SANITARY SUPPL | 036 | CUSTODIAL SUPPLIES | \$168.41 |
| 263383 | 03/06/06 | 03 | CREATIVE FENCE COMPA | 013 | LAND IMPROVEMENTS | \$2,162.76 |
| 263384 | 03/06/06 | 06 | BUREAU FOR AT RISK Y | 013 | MATERIALS AND SUPPLI | \$126.75 |
| 263385 | 03/06/06 | 03 | TROXELL COMMUNICATIO | 013 | MATERIALS AND SUPPLI | \$56.17 |
| 263386 | 03/06/06 | 06 | PERMA BOUND | 010 | TEXTBOOKS | \$395.64 |
| 263387 | 03/06/06 | 11 | SCANTRON CORPORATION | 009 | OFFICE SUPPLIES | \$136.12 |
| 263388 | 03/06/06 | 06 | TROXELL COMMUNICATIO | 010 | MAT/SUP/EQUIP TECHNO | \$8,147.03 |
| 263389 | 03/06/06 | 03 | SARGENT WELCH SCIENT | 013 | MATERIALS AND SUPPLI | \$188.75 |
| 263390 | 03/06/06 | 03 | BLICK, DICK (DICK BL | 013 | MATERIALS AND SUPPLI | \$389.71 |
| 263391 | 03/06/06 | 03 | NASCO WEST INC | 010 | MATERIALS AND SUPPLI | \$884.33 |
| 263392 | 03/06/06 | 03 | SPORTIME INTERNATION | 010 | MATERIALS AND SUPPLI | \$2,883.29 |
| 263393 | 03/06/06 | 03 | CUNNINGHAM SPORT SER | 010 | MATERIALS AND SUPPLI | \$2,052.84 |
| 263394 | 03/06/06 | 03 | WARD'S NATURAL SCIEN | 010 | MATERIALS AND SUPPLI | \$115.13 |
| 263395 | 03/06/06 | 03 | FILMS FOR THE HUMANI | 010 | MATERIALS AND SUPPLI | \$406.96 |
| 263397 | 03/06/06 | 03 | OFFICE DEPOT | 008 | MATERIALS AND SUPPLI | \$305.30 |
| 263398 | 03/06/06 | 03 | ONE STOP TONER AND I | 008 | MATERIALS AND SUPPLI | \$193.93 |
| 263399 | 03/06/06 | 03 | CORPORATE EXPRESS | 008 | MATERIALS AND SUPPLI | \$50.53 |
| 263401 | 03/06/06 | 03 | BADEN SPORTS INC | 010 | MATERIALS AND SUPPLI | \$56.81 |
| 263402 | 03/06/06 | 03 | ONE STOP TONER AND I | 010 | MATERIALS AND SUPPLI | \$193.93 |
| 263403 | 03/06/06 | 03 | LAKESHORE LEARNING | 010 | MATERIALS AND SUPPLI | \$181.32 |
| 263404 | 03/06/06 | 03 | CUNNINGHAM SPORT SER | 010 | MATERIALS AND SUPPLI | \$655.02 |
| 263405 | 03/06/06 | 03 | BARNES & NOBLE BOOKS | 013 | MATERIALS AND SUPPLI | \$400.00 |
| 263406 | 03/06/06 | 03 | BORDERS, BOOKS AND M | 013 | MATERIALS AND SUPPLI | \$350.00 |
| 263407 | 03/06/06 | 06 | SHEN'S BOOKS | 005 | MATERIALS AND SUPPLI | \$397.98 |
| 263408 | 03/06/06 | 06 | C S U S M COLLEGE OF | 024 | DUES AND MEMBERSHIPS | \$4,000.00 |
| 263409 | 03/06/06 | 03 | AMAZON.COM | 013 | MATERIALS AND SUPPLI | \$189.98 |
| 263410 | 03/06/06 | 03 | CORPORATE EXPRESS | 013 | MATERIALS AND SUPPLI | \$155.16 |
| 263411 | 03/06/06 | 06 | GLENCOE-MACMILLAN/MC | 004 | TEXTBOOKS | \$82.77 |
| 263412 | 03/06/06 | 03 | EXPRESS PRINT | 024 | PRINTING | \$3,232.50 |
| 263413 | 03/06/06 | 03 | SEHI-PROCOMP COMPUTE | 013 | MATERIALS AND SUPPLI | \$52.50 |
| 263415 | 03/06/06 | 03 | ESCONDIDO METAL SUPP | 025 | BLDG.-REPAIR MATERIA | \$77.54 |
| 263416 | 03/06/06 | 03 | TROXELL COMMUNICATIO | 013 | MATERIALS AND SUPPLI | \$322.36 |
| 263417 | 03/06/06 | 06 | ONE STOP TONER AND I | 033 | MATERIALS AND SUPPLI | \$134.63 |
| 263418 | 03/06/06 | 06 | SAW STOP | 033 | MATERIALS AND SUPPLI | \$529.27 |
| 263419 | 03/06/06 | 13 | COMMERCIAL ELECTRIC/ | 031 | REPAIRS BY VENDORS | \$80.81 |

SAN DIEGUITO UNION HIGH
FROM 03/02/06 THRU 03/14/06

| PO NBR | DATE | FUND | VENDOR | LOC | DESCRIPTION | AMOUNT |
|--------|----------|-------|----------------------|-----|-----------------------|-------------|
| 263420 | 03/06/06 | 06 | COIN EDUCATIONAL PRO | 030 | MATERIALS AND SUPPLI | \$282.01 |
| 263421 | 03/06/06 | 03 | FREDRICKS ELECTRIC I | 025 | REPAIRS BY VENDORS | \$5,810.00 |
| 263422 | 03/06/06 | 06 | EVERBIND/MARCO BOOK | 003 | MATERIALS AND SUPPLI | \$1,353.12 |
| 263423 | 03/06/06 | 25-18 | FREDRICKS ELECTRIC I | 036 | NEW CONSTRUCTION | \$2,141.30 |
| 263424 | 03/06/06 | 03 | HEARLIHY & COMPANY | 005 | MATERIALS AND SUPPLI | \$536.98 |
| 263425 | 03/06/06 | 03 | SNAP ON INDUSTRIAL | 005 | MATERIALS AND SUPPLI | \$246.25 |
| 263426 | 03/06/06 | 03/06 | FILMS FOR THE HUMANI | 005 | MATERIALS AND SUPPLI | \$1,839.96 |
| 263427 | 03/06/06 | 06 | WESTERN IND MACHINE | 033 | REPAIRS BY VENDORS | \$915.88 |
| 263428 | 03/06/06 | 06 | WESTERN IND MACHINE | 033 | REPAIRS BY VENDORS | \$300.00 |
| 263429 | 03/06/06 | 06 | SNAP ON TOOLS CORPOR | 005 | MATERIALS AND SUPPLI | \$848.67 |
| 263430 | 03/06/06 | 03 | EXPRESS PRINT | 020 | PRINTING | \$775.80 |
| 263431 | 03/06/06 | 03 | OFFICE DEPOT | 007 | MATERIALS AND SUPPLI | \$10.24 |
| 263432 | 03/06/06 | 06 | OAK CREST MIDDLE SCH | 024 | MATERIALS AND SUPPLI | \$3,000.00 |
| 263433 | 03/06/06 | 03 | DELL COMPUTER CORPOR | 008 | MATERIALS AND SUPPLI | \$376.05 |
| 263434 | 03/06/06 | 03 | BARNES&NOBLE.COM | 010 | MATERIALS AND SUPPLI | \$27.91 |
| 263435 | 03/06/06 | 03 | WEISS, STEVE MUSIC | 010 | MATERIALS AND SUPPLI | \$483.77 |
| 263436 | 03/06/06 | 03 | SAN DIEGO CO MUSIC E | 010 | MATERIALS AND SUPPLI | \$2,171.05 |
| 263437 | 03/06/06 | 03 | MCLOGAN | 010 | MATERIALS AND SUPPLI | \$821.33 |
| 263438 | 03/06/06 | 03 | TOOL DEPOT | 013 | MATERIALS AND SUPPLI | \$200.00 |
| 263439 | 03/06/06 | 06 | SAN DIEGO NATURAL HI | 010 | FEES - ADMISSIONS, T | \$304.00 |
| 263440 | 03/06/06 | 06 | REUBEN H FLEET SPACE | 010 | FEES - ADMISSIONS, T | \$361.00 |
| 263441 | 03/06/06 | 03 | DEMCO INC | 005 | MATERIALS AND SUPPLI | \$1,060.71 |
| 263442 | 03/06/06 | 03 | NATL FORENSIC LEAGUE | 010 | DUES AND MEMBERSHIPS | \$80.00 |
| 263443 | 03/06/06 | 03 | TROXELL COMMUNICATIO | 010 | REPAIRS BY VENDORS | \$268.84 |
| 263444 | 03/06/06 | 03 | BUTLERS MILL INC | 025 | GROUPS-REPAIR MATER | \$438.76 |
| 263445 | 03/06/06 | 03 | PRECISION CONCRETE C | 025 | REPAIRS BY VENDORS | \$631.64 |
| 263446 | 03/06/06 | 03 | DEMCO INC | 005 | MATERIALS AND SUPPLI | \$657.12 |
| 263447 | 03/06/06 | 06 | RECOGNITION CONNECTI | 004 | MATERIALS AND SUPPLI | \$2,262.75 |
| 263448 | 03/06/06 | 03 | SUZUKI CORPORATION | 005 | MATERIALS AND SUPPLI | \$126.41 |
| 263449 | 03/06/06 | 03 | SCHOOL ADMINISTRATOR | 003 | OFFICE SUPPLIES | \$34.67 |
| 263450 | 03/06/06 | 03 | OFFICE DEPOT | 007 | MATERIALS AND SUPPLI | \$32.33 |
| 263451 | 03/06/06 | 25-19 | FREDRICKS ELECTRIC I | 035 | MATERIALS AND SUPPLI | \$3,675.00 |
| 263452 | 03/07/06 | 03 | COLLEGE-BOUND SENIOR | 024 | MATERIALS AND SUPPLI | \$1,050.00 |
| 263453 | 03/07/06 | 25-19 | FREDRICKS ELECTRIC I | 035 | NEW CONSTRUCTION | \$3,405.00 |
| 263454 | 03/07/06 | 03 | AMAZON.COM | 010 | MATERIALS AND SUPPLI | \$195.14 |
| 263455 | 03/07/06 | 03 | WAXIE SANITARY SUPPL | 008 | MATERIALS AND SUPPLI | \$600.00 |
| 263456 | 03/07/06 | 03 | WAXIE SANITARY SUPPL | 004 | MATERIALS AND SUPPLI | \$750.00 |
| 263457 | 03/07/06 | 03 | WAXIE SANITARY SUPPL | 003 | MATERIALS AND SUPPLI | \$100.00 |
| 263458 | 03/07/06 | 03 | WAXIE SANITARY SUPPL | 014 | MATERIALS AND SUPPLI | \$500.00 |
| 263459 | 03/07/06 | 03 | ONE STOP TONER AND I | 013 | MATERIALS AND SUPPLI | \$199.89 |
| 263460 | 03/07/06 | 03 | BIDDLE CONSULTING GR | 026 | OTHER SERV. & OPER.EX | \$459.00 |
| 263461 | 03/07/06 | 06 | SAN DIEGO CO SUPERIN | 024 | FEES - ADMISSIONS, T | \$900.00 |
| 263462 | 03/07/06 | 03/06 | CLONE DUPLICATING & | 005 | PRINTING | \$6,455.09 |
| 263463 | 03/07/06 | 03 | COLLEGE-BOUND SENIOR | 010 | MATERIALS AND SUPPLI | \$90.00 |
| 263464 | 03/07/06 | 03 | DELTA BIOLOGICALS | 013 | MATERIALS AND SUPPLI | \$1,692.21 |
| 263465 | 03/07/06 | 03 | CA DEPT OF EDUCATION | 013 | OFFICE SUPPLIES | \$26.01 |
| 263466 | 03/07/06 | 06 | EDUCLIME LLC | 030 | OTHER SERV. & OPER.EX | \$125.00 |
| 263467 | 03/07/06 | 03 | AMAZON.COM | 013 | MATERIALS AND SUPPLI | \$263.19 |
| 263468 | 03/07/06 | 03 | CORPORATE EXPRESS | 013 | MATERIALS AND SUPPLI | \$1,309.16 |
| 263469 | 03/07/06 | 03 | HOME DEPOT | 013 | MATERIALS AND SUPPLI | \$1,974.33 |
| 263470 | 03/07/06 | 25-19 | DAVIS DEMOGRAPHICS & | 036 | PROF/CONSULT./OPER E | \$14,460.00 |
| 263471 | 03/07/06 | 03 | OFFICE DEPOT | 014 | MATERIALS AND SUPPLI | \$538.85 |
| 263472 | 03/07/06 | 03 | SOUTHEASTERN AUDIO V | 010 | MATERIALS AND SUPPLI | \$24.36 |
| 263473 | 03/07/06 | 03 | CALLOWAY HOUSE, INC. | 005 | MATERIALS AND SUPPLI | \$626.17 |
| 263474 | 03/07/06 | 06 | NATL COUNCIL OF TEAC | 005 | MATERIALS AND SUPPLI | \$104.55 |

SAN DIEGUITO UNION HIGH
FROM 03/02/06 THRU 03/14/06

| PO NBR | DATE | FUND | VENDOR | LOC | DESCRIPTION | AMOUNT |
|--------|----------|-------|----------------------|-----|----------------------|-------------|
| 263475 | 03/08/06 | 03 | ARENSON OFFICE FURNI | 010 | MATERIALS AND SUPPLI | \$77.58 |
| 263476 | 03/08/06 | 25-18 | NORTH COUNTY TIMES | 001 | NEW CONSTRUCTION | \$121.36 |
| 263477 | 03/08/06 | 13 | OFFICE DEPOT | 031 | MATERIALS AND SUPPLI | \$3.20 |
| 263478 | 03/08/06 | 03 | COLLINS PACIFIC PLUM | 025 | REPAIRS BY VENDORS | \$1,774.32 |
| 263479 | 03/08/06 | 06 | EN POINTE TECHNOLOGI | 013 | MATERIALS AND SUPPLI | \$322.17 |
| 263480 | 03/08/06 | 06 | NORTH COUNTY LATINAS | 032 | CONFERENCE,WORKSHOP, | \$150.00 |
| 263481 | 03/08/06 | 06 | ACADEMIC INNOVATIONS | 010 | CONFERENCE,WORKSHOP, | \$745.00 |
| 263482 | 03/08/06 | 06 | SAN DIEGO CO SUPERIN | 032 | CONFERENCE,WORKSHOP, | \$105.00 |
| 263483 | 03/08/06 | 03 | NATIONAL SEMINARS GR | 025 | CONFERENCE,WORKSHOP, | \$199.00 |
| 263484 | 03/08/06 | 03 | C S B A | 020 | CONFERENCE,WORKSHOP, | \$38.00 |
| 263485 | 03/08/06 | 13 | ONE STOP TONER AND I | 014 | MATERIALS AND SUPPLI | \$53.85 |
| 263486 | 03/08/06 | 03 | SAN DIEGO CO SUPERIN | 030 | CONFERENCE,WORKSHOP, | \$50.00 |
| 263487 | 03/08/06 | 03 | BUSINESS MACHINE SEC | 005 | MATERIALS AND SUPPLI | \$1,034.40 |
| 263488 | 03/08/06 | 06 | AMAZON.COM | 005 | MATERIALS AND SUPPLI | \$107.83 |
| 263489 | 03/08/06 | 06 | APPLIED PRACTICE, LT | 005 | MATERIALS AND SUPPLI | \$42.90 |
| 263490 | 03/09/06 | 03 | WORLD BOOK INC. | 010 | OTHER BOOKS-LIBRARY | \$1,157.24 |
| 263491 | 03/09/06 | 06 | DISCOVERY EDUCATION | 010 | LIC/SOFTWARE | \$2,149.61 |
| 263492 | 03/09/06 | 06 | SEHI-PROCOMP COMPUTE | 008 | MAT/SUP/EQUIP TECHNO | \$1,379.20 |
| 263493 | 03/09/06 | 03 | WAXIE SANITARY SUPPL | 005 | MATERIALS AND SUPPLI | \$1,500.00 |
| 263494 | 03/09/06 | 03 | EDUCATIONAL TESTING | 024 | TEST SCORING | \$150.00 |
| 263495 | 03/09/06 | 03 | AMAZON.COM | 008 | MATERIALS AND SUPPLI | \$19.13 |
| 263496 | 03/09/06 | 11 | ONE STOP TONER AND I | 009 | MATERIALS AND SUPPLI | \$32.31 |
| 263497 | 03/09/06 | 11 | NASCO WEST INC | 009 | MATERIALS AND SUPPLI | \$98.38 |
| 263498 | 03/09/06 | 03 | FLINN SCIENTIFIC INC | 004 | MATERIALS AND SUPPLI | \$110.99 |
| 263500 | 03/09/06 | 06 | SAN DIEGUITO UHSD CA | 004 | MATERIALS AND SUPPLI | \$120.00 |
| 263501 | 03/09/06 | 03 | CORPORATE EXPRESS | 001 | OFFICE SUPPLIES | \$66.42 |
| 263502 | 03/09/06 | 03 | EXPRESS PRINT | 005 | PRINTING | \$366.35 |
| 263504 | 03/09/06 | 03 | CORPORATE EXPRESS | 020 | OFFICE SUPPLIES | \$57.39 |
| 263505 | 03/09/06 | 03 | EAGLE SOFTWARE | 035 | DATA PROCESSING CONT | \$17,000.00 |
| 263506 | 03/09/06 | 03 | OFFICE DEPOT | 001 | OFFICE SUPPLIES | \$6.17 |
| 263507 | 03/09/06 | 03 | PIONEER DRAMA SERVIC | 003 | MATERIALS AND SUPPLI | \$261.06 |
| 263508 | 03/09/06 | 03 | CORPORATE EXPRESS | 005 | MATERIALS AND SUPPLI | \$15.77 |
| 263509 | 03/09/06 | 03 | BEST COMPUTER SUPPLI | 005 | MATERIALS AND SUPPLI | \$108.24 |
| 263510 | 03/09/06 | 03 | SAN DIEGUITO UHSD CA | 026 | CLASSIF.EMPL.RECOGNI | \$1,101.58 |
| 263511 | 03/09/06 | 06 | ATTAINMENT COMPANY | 030 | MATERIALS AND SUPPLI | \$190.55 |
| 263512 | 03/09/06 | 06 | DON JOHNSTON CO | 030 | LIC/SOFTWARE | \$1,961.05 |
| 263513 | 03/09/06 | 03 | WOODWIND & BRASSWIND | 012 | MATERIALS AND SUPPLI | \$925.57 |
| 263514 | 03/09/06 | 06 | DELL COMPUTER CORPOR | 033 | MAT/SUP/EQUIP TECHNO | \$5,509.58 |
| 263515 | 03/09/06 | 03 | DELL COMPUTER CORPOR | 010 | MAT/SUP/EQUIP TECHNO | \$1,247.06 |
| 263516 | 03/09/06 | 06 | SAN DIEGO COUNTY OF | 028 | FEES - ADMISSIONS, T | \$124.00 |
| 263517 | 03/09/06 | 03/06 | HANSEN LIBRARY SALES | 012 | MATERIALS AND SUPPLI | \$1,082.89 |
| 263518 | 03/10/06 | 03 | SAN DIEGO CO MUSIC E | 010 | REPAIRS BY VENDORS | \$1,551.60 |
| 263519 | 03/10/06 | 06 | COUNCIL FOR EXCEPTIO | 010 | NON CAPITALIZED EQUI | \$1,585.38 |
| 263521 | 03/10/06 | 03 | OFF DUTY OFFICERS, I | 005 | OTHER SERV.& OPER.EX | \$2,080.00 |
| 263522 | 03/10/06 | 06 | LERNER PUBLICATIONS | 012 | MATERIALS AND SUPPLI | \$507.23 |
| 263523 | 03/10/06 | 03 | ROYAL BUSINESS GROUP | 001 | PRINTING | \$56.03 |
| 263524 | 03/10/06 | 06 | PETROLEUM P.E.T.S. | 035 | CONSULTANTS-COMPUTER | \$2,085.00 |
| 263525 | 03/10/06 | 06 | WORLD BOOK INC. | 012 | MATERIALS AND SUPPLI | \$1,053.80 |
| 263526 | 03/10/06 | 03 | DEMCO INC | 014 | MATERIALS AND SUPPLI | \$526.74 |
| 263527 | 03/10/06 | 03 | AREY JONES EDUCATION | 035 | MAT/SUP/EQUIP TECHNO | \$6,064.52 |
| 263528 | 03/10/06 | 03 | FIELDTURF WEST, INC. | 025 | REPAIRS BY VENDORS | \$6,000.00 |
| 263529 | 03/10/06 | 03 | LIBRARY VIDEO | 005 | MATERIALS AND SUPPLI | \$378.04 |
| 263530 | 03/10/06 | 03 | PYRAMID MEDIA | 005 | MATERIALS AND SUPPLI | \$472.09 |
| 263531 | 03/10/06 | 03 | UPSTART | 014 | MATERIALS AND SUPPLI | \$135.52 |
| 263532 | 03/10/06 | 06 | CITRIX SYSTEMS, INC. | 035 | LIC/SOFTWARE | \$1,880.14 |

SAN DIEGUITO UNION HIGH
FROM 03/02/06 THRU 03/14/06

| PO NBR | DATE | FUND | VENDOR | LOC | DESCRIPTION | AMOUNT |
|--------|----------|-------|----------------------|-----|----------------------|-------------|
| 263533 | 03/10/06 | 21-09 | GOPHER SPORT | 001 | MATERIALS AND SUPPLI | \$1,732.19 |
| 263534 | 03/10/06 | 21-09 | PERFECT JUMP | 001 | MATERIALS AND SUPPLI | \$34,874.60 |
| 263535 | 03/10/06 | 21-09 | SCHOOL HEALTH CORPOR | 001 | MATERIALS AND SUPPLI | \$29.12 |
| 263536 | 03/13/06 | 03 | SEHI-PROCOMP COMPUTE | 008 | MATERIALS AND SUPPLI | \$176.15 |
| 263537 | 03/13/06 | 03 | EN POINTE TECHNOLOGI | 004 | MATERIALS AND SUPPLI | \$334.66 |
| 263538 | 03/13/06 | 03 | CARR, DENNIS | 010 | OTHER SERV.& OPER.EX | \$300.00 |
| 263539 | 03/13/06 | 03 | NASCO WEST INC | 010 | MATERIALS AND SUPPLI | \$468.23 |
| 263540 | 03/13/06 | 03 | SAX ARTS & CRAFTS | 010 | MATERIALS AND SUPPLI | \$226.84 |
| 263541 | 03/13/06 | 03 | HOME DEPOT | 010 | MATERIALS AND SUPPLI | \$200.00 |
| 263542 | 03/13/06 | 03 | SCREENPRINTING PRODU | 010 | MATERIALS AND SUPPLI | \$520.26 |
| 263543 | 03/13/06 | 03 | AMAZON.COM | 013 | MATERIALS AND SUPPLI | \$359.18 |
| 263544 | 03/13/06 | 03 | SAFE T PRODUCTS INC | 013 | MATERIALS AND SUPPLI | \$15.74 |
| 263545 | 03/13/06 | 06 | V M S INC | 005 | MATERIALS AND SUPPLI | \$364.37 |
| 263546 | 03/13/06 | 06 | LOUIS & COMPANY | 005 | MATERIALS AND SUPPLI | \$428.60 |
| 263547 | 03/13/06 | 06 | ONE STOP TONER AND I | 033 | MATERIALS AND SUPPLI | \$1,195.93 |
| 263548 | 03/13/06 | 03 | U S HEALTH WORKS | 025 | PHYSICAL EXAMINATION | \$42.00 |
| 263549 | 03/13/06 | 03 | SIMPLEX-GRINNELL | 025 | REPAIRS BY VENDORS | \$690.22 |
| 263550 | 03/13/06 | 03 | HYDROSCAPE PRODUCTS | 025 | NON CAPITALIZED EQUI | \$1,633.49 |
| 263551 | 03/13/06 | 03 | EXPRESS PRINT | 026 | PRINTING | \$328.64 |
| 263552 | 03/13/06 | 03 | FISHER SCIENTIFIC EM | 010 | MATERIALS AND SUPPLI | \$1,454.45 |
| 263553 | 03/13/06 | 03 | EDUCATIONAL INNOVATI | 010 | MATERIALS AND SUPPLI | \$321.32 |
| 263554 | 03/13/06 | 03 | BLICK, DICK (DICK BL | 010 | MATERIALS AND SUPPLI | \$150.75 |
| 263555 | 03/13/06 | 03 | TRIARCO ARTS AND CRA | 010 | MATERIALS AND SUPPLI | \$139.00 |
| 263556 | 03/13/06 | 03 | OFFICE DEPOT | 010 | MATERIALS AND SUPPLI | \$87.28 |
| 263557 | 03/13/06 | 03 | A W W A | 025 | CONFERENCE,WORKSHOP, | \$210.00 |
| 263558 | 03/13/06 | 03 | PEPPER OF LOS ANGELE | 014 | MATERIALS AND SUPPLI | \$598.01 |
| 263559 | 03/13/06 | 06 | GEYER INSTRUCTIONAL | 003 | MATERIALS AND SUPPLI | \$191.31 |
| 263560 | 03/13/06 | 25-19 | HOME DEPOT | 028 | NON CAPITALIZED EQUI | \$700.42 |
| 263561 | 03/13/06 | 06 | VERDUGO TESTING CO. | 028 | REPAIRS BY VENDORS | \$635.00 |
| 263562 | 03/13/06 | 03 | SAN DIEGO DIGITAL SO | 003 | OFFICE SUPPLIES | \$300.00 |
| 263563 | 03/13/06 | 03 | NASCO WEST INC | 003 | MATERIALS AND SUPPLI | \$649.72 |
| 263564 | 03/13/06 | 06 | LAUREATE | 030 | MATERIALS AND SUPPLI | \$517.65 |
| 263565 | 03/13/06 | 03 | LIBRARY VIDEO | 012 | MATERIALS AND SUPPLI | \$29.41 |
| 263566 | 03/13/06 | 21-09 | B S N/SPORT SUPPLY G | 001 | NON CAPITALIZED EQUI | \$18,463.70 |
| 263567 | 03/13/06 | 03 | PARENTS MAKE THE DIF | 012 | MATERIALS AND SUPPLI | \$147.00 |
| 263568 | 03/13/06 | 06 | DEVEREUX CLEO WALLAC | 030 | OTHER CONTR-N.P.S. | \$34,697.60 |
| 263569 | 03/13/06 | 03 | OFFICE DEPOT | 014 | MATERIALS AND SUPPLI | \$283.09 |
| 263570 | 03/13/06 | 06 | C D W G.COM | 030 | MATERIALS AND SUPPLI | \$160.80 |
| 263571 | 03/13/06 | 03 | BEST COMPUTER SUPPLI | 014 | MATERIALS AND SUPPLI | \$1,463.10 |
| 263572 | 03/13/06 | 06 | DATA SENSE LLC | 010 | LIC/SOFTWARE | \$533.36 |
| 263573 | 03/13/06 | 06 | SEHI-PROCOMP COMPUTE | 030 | MATERIALS AND SUPPLI | \$91.22 |
| 263574 | 03/13/06 | 03 | VEGA BUSINESS TECHNO | 035 | REPAIRS BY VENDORS | \$2,501.34 |
| 263575 | 03/13/06 | 03 | GATEWAY BUSINESS | 035 | SOFTWARE/DP SUPPLIES | \$145.45 |
| 263576 | 03/13/06 | 03 | DEMCO INC | 012 | MATERIALS AND SUPPLI | \$94.77 |
| 263577 | 03/13/06 | 03 | OFFICE DEPOT | 005 | MATERIALS AND SUPPLI | \$267.50 |
| 263578 | 03/13/06 | 03 | ONE STOP TONER AND I | 013 | MATERIALS AND SUPPLI | \$799.55 |
| 263579 | 03/13/06 | 03 | CORPORATE EXPRESS | 005 | OFFICE SUPPLIES | \$131.83 |
| 263580 | 03/13/06 | 06 | PATHWAY COMMUNICATIO | 012 | MAT/SUP/EQUIP TECHNO | \$4,175.86 |
| 263581 | 03/13/06 | 06 | DELANEY EDU ENTERPRI | 012 | MATERIALS AND SUPPLI | \$1,592.09 |
| 263582 | 03/13/06 | 03 | B S N/SPORT SUPPLY G | 014 | MATERIALS AND SUPPLI | \$3,122.13 |
| 263583 | 03/13/06 | 03 | FRY'S | 005 | SOFTWARE/DP SUPPLIES | \$805.94 |
| 263584 | 03/13/06 | 03 | SEHI-PROCOMP COMPUTE | 005 | SOFTWARE/DP SUPPLIES | \$176.15 |
| 263585 | 03/14/06 | 06 | SOFTCHOICE CORPORATI | 013 | MATERIALS AND SUPPLI | \$721.54 |
| 263589 | 03/14/06 | 03 | FLINN SCIENTIFIC INC | 010 | MATERIALS AND SUPPLI | \$1,138.91 |
| 263590 | 03/14/06 | 06 | GLENCOE-MACMILLAN/MC | 014 | TEXTBOOKS | \$1,353.65 |

SAN DIEGUITO UNION HIGH
FROM 03/02/06 THRU 03/14/06

| PO NBR | DATE | FUND | VENDOR | LOC | DESCRIPTION | AMOUNT |
|--------------|----------|-------|----------------------|-----|----------------------|--------------|
| 263591 | 03/14/06 | 03 | CORPORATE EXPRESS | 001 | OFFICE SUPPLIES | \$352.72 |
| 263592 | 03/14/06 | 03 | GUNTHER'S ATHLETIC S | 010 | MATERIALS AND SUPPLI | \$2,484.72 |
| 263593 | 03/14/06 | 03 | EXPRESS PRINT | 004 | PRINTING | \$390.00 |
| 263596 | 03/14/06 | 03 | GOPHER SPORT | 004 | MATERIALS AND SUPPLI | \$777.96 |
| 263597 | 03/14/06 | 06 | C C E A | 006 | CONFERENCE,WORKSHOP, | \$2,120.00 |
| 263598 | 03/14/06 | 03 | C A S B O | 022 | CONFERENCE,WORKSHOP, | \$898.00 |
| 263599 | 03/14/06 | 06 | FACTS ON FILE | 012 | MATERIALS AND SUPPLI | \$345.98 |
| 263600 | 03/14/06 | 25-19 | SEASIDE HEATING AND | 025 | REPAIRS BY VENDORS | \$3,150.00 |
| 263601 | 03/14/06 | 06 | MOOK AND BLANCHARD | 012 | MATERIALS AND SUPPLI | \$279.71 |
| 263602 | 03/14/06 | 06 | DELL COMPUTER CORPOR | 010 | MAT/SUP/EQUIP TECHNO | \$9,023.76 |
| 263603 | 03/14/06 | 03 | FREE FORM CLAY & SUP | 003 | MATERIALS AND SUPPLI | \$235.33 |
| 263604 | 03/14/06 | 03 | MCCARRON-DIAL SYSTEM | 005 | MATERIALS AND SUPPLI | \$646.50 |
| 263605 | 03/14/06 | 03 | B AND H PHOTO-VIDEO- | 012 | MATERIALS AND SUPPLI | \$495.38 |
| 263606 | 03/14/06 | 03 | BEST COMPUTER SUPPLI | 003 | MATERIALS AND SUPPLI | \$127.26 |
| 263607 | 03/14/06 | 03 | XEROX CORPORATION | 003 | RENTS & LEASES | \$3,984.14 |
| 263608 | 03/14/06 | 03 | OFFICE DEPOT | 005 | DUPLICATING SUPPLIES | \$61.74 |
| 263609 | 03/14/06 | 03 | RAPHAEL'S PARTY RENT | 005 | RENTS & LEASES | \$1,425.00 |
| 263610 | 03/14/06 | 03 | XEROX CORPORATION | 005 | DUPLICATING SUPPLIES | \$568.92 |
| 660095 | 03/08/06 | 03 | OFFICE DEPOT | 001 | STORES | \$699.51 |
| 660096 | 03/08/06 | 03 | UNISOURCE MAINTENANC | 001 | STORES | \$352.08 |
| 660097 | 03/08/06 | 03 | XEROX CORPORATION | 001 | STORES | \$19,114.85 |
| 660098 | 03/13/06 | 03 | SOUTHWEST PLASTIC BI | 001 | STORES | \$606.09 |
| 760097 | 03/07/06 | 06 | CART MART INC | 028 | MATERIALS-REPAIRS | \$113.40 |
| 760118 | 03/07/06 | 03 | SAN DIEGO DIGITAL SO | 003 | OFFICE SUPPLIES | \$203.65 |
| 760119 | 03/09/06 | 06 | GRAINGER, WW INC | 028 | OTHER TRANSPORT.SUPP | \$481.48 |
| 760120 | 03/14/06 | 06 | AUTO GLASS BY ROBERT | 028 | REPAIRS BY VENDORS | \$360.00 |
| 760122 | 03/09/06 | 06 | AUTO GLASS BY ROBERT | 028 | REPAIRS BY VENDORS | \$260.00 |
| REPORT TOTAL | | | | | | \$400,480.50 |

INSTANT MONEY REPORT FOR THE PERIOD 03/01/06 THROUGH 03/14/06

| <i>Check #</i> | <i>Vendor</i> | <i>Amount</i> |
|----------------|--------------------------|-----------------------|
| 10127 | DHL EXPRESS | \$119.16 |
| 10128 | ArchivalUSA.com | \$136.61 |
| 10129 | FEENIXX INC WEB-SHOPS.N | \$33.20 |
| 10130 | MAGAZINES.COM INC | \$32.97 |
| 10131 | SCIENCE NEWS | \$98.00 |
| 10132 | WINDY CITY NOVELTIES INC | \$92.24 |
| 10133 | NATL GEOGRAPHIC SOCIET | \$26.50 |
| | <i>Total</i> | <hr/> <i>\$538.67</i> |

INDIVIDUAL MEMBERSHIP LISTINGS
FOR THE PERIOD JANUARY 25, 2006 – MARCH 14, 2006

March 15, 2006

| <u>Staff Member Name</u> | <u>Organization</u> | <u>Amount</u> |
|--|--|-----------------|
| Peggy Lynch, Superintendent | Amer. Assoc. of School Administrators | \$366.00 |
| Speech and Debate coach/students: Eric Weber Kristine Scott Jack Ramsay Loren Provenzano Brandon Paulson Cole Oman Carly Olenick Justine McGrath Tom Dean Riley Lochner Edward McCarthy, La Costa Canyon | National Forensic League | \$110.00 |
| TOTAL | | \$476.00 |

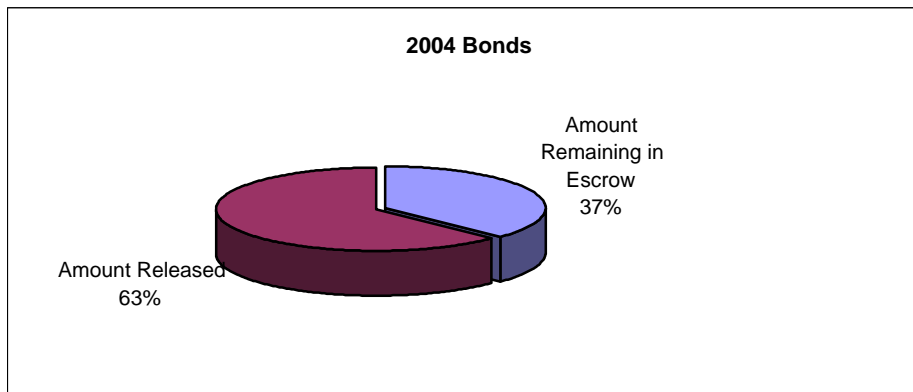
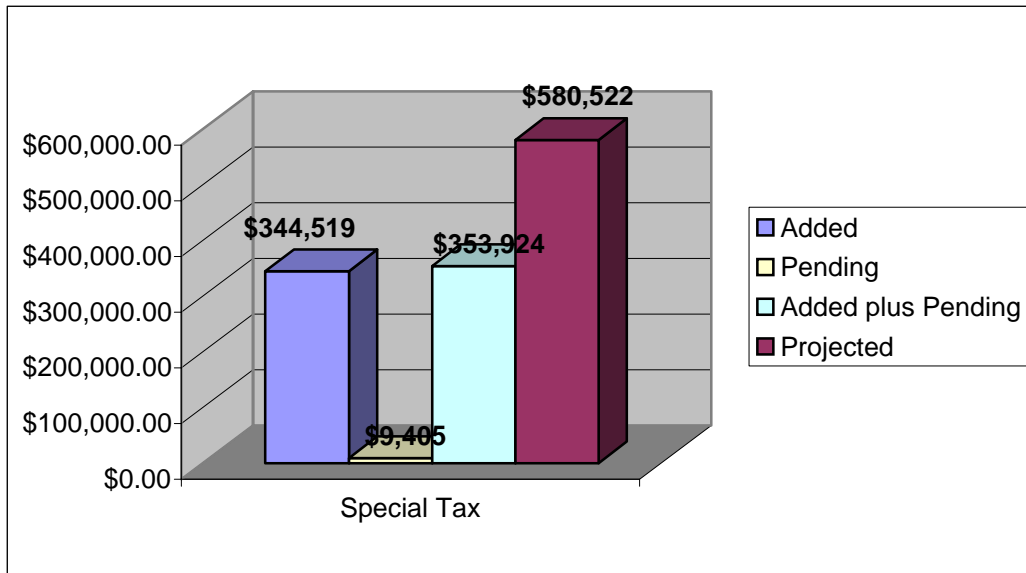
2004 Bond Release Update 3/14/2006

| 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% | \$0.00 | \$43,200.00 |
| 94-3 | 0 | \$0.00 | \$2,858.00 | 0.0% | \$0.00 | \$0.00 |
| 95-1 | 130 | \$111,150.00 | \$0.00 | N/A | \$7,695.00 | \$118,845.00 |
| 95-2 | 7 | \$5,600.00 | \$6,698.00 | 83.6% | \$0.00 | \$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 | 14 | \$7,980.00 | \$11,400.00 | 70.0% | \$1,710.00 | \$9,690.00 |
| 03-1 | 166 | \$168,324.00 | \$403,886.00 | 41.7% | \$0.00 | \$168,324.00 |
| Totals | 381 | \$344,519.00 | \$580,522.00 | 59.3% | \$9,405.00 | \$353,924.00 |

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 | \$4,959,526.07 |
|---|-----------------------|

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% | |

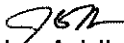
San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 13, 2006

BOARD MEETING DATE: March 23, 2006

PREPARED BY: 
John Addleman, Facilities Planning Analyst
Steve Ma, Exec. Dir. of Business Services
Eric J. Hall, Assoc. Supt. of Business Services

SUBMITTED BY: Peggy Lynch, Ed.D.
Superintendent

SUBJECT: **COMMUNITY FACILITIES DISTRICT 95-2
No. 12 / ANNEXATION OF PROPERTY /
(NANTUCKET / A 16-LOT SINGLE FAMILY
HOME SUBDIVISION / BARRATT AMERICAN -
LEUCADIA) / (QUAIL MEADOWS / A 35-LOT
SINGLE FAMILY HOME SUBDIVISION /
PACIFIC COAST COMMUNITIES – ENCINITAS)**

EXECUTIVE SUMMARY

Staff has been working with Barratt American and Pacific Coast Communities – Quail Meadows Property, LLC in order to provide adequate school facilities for their residential projects. Barratt American is constructing Nantucket, a 16-unit single family home subdivision, located in Leucadia. Nantucket is located in the Diegueno MS / La Costa Canyon HS attendance area. Pacific Coast Communities – Quail Meadows Property, LLC is building Quail Meadows, a proposed 35-unit single family home subdivision in Encinitas, located directly west of the District Office. Quail Meadows is situated in the Oak Crest MS/La Costa Canyon HS attendance area. Both developers have agreed to annex their properties into Community Facilities District No. 95-2.

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

AGENDA ITEM: 20

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

RECOMMENDATION:

It is recommended that the Board adopt the attached Resolution of Intention to Annex Territory to the San Dieguito Union High School District Community Facilities District No. 95-2, Authorizing the Levy of a Special Tax and Calling an Election.

FUNDING SOURCE:

Not applicable

Encl: Calendar, Map, and Owners List

**RESOLUTION OF INTENTION
TO ANNEX TERRITORY TO
THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 95-2
AUTHORIZING THE LEVY OF A SPECIAL TAX
AND CALLING AN ELECTION**

WHEREAS, the Board of Trustees (the "Board") of the San Dieguito Union High School District (the "School District") has heretofore established Community Facilities District No. 95-2 (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, consisting of Sections 53311, et seq., of the California Government Code (the "Act"); and

WHEREAS, the Board has heretofore annexed certain Territory to the District as specified in a Resolution adopted by the Board on June 5, 1997, and in a Resolution adopted by the Board on April 2, 1998, and in a Resolution adopted by the Board on May 7, 1998, and in a Resolution adopted by the Board on May 6, 1999, and in two Resolutions adopted by the Board on August 19, 1999, and in a Resolution adopted by the Board on January 18, 2001, and in a Resolution adopted by the Board on March 1, 2001, and in a Resolution adopted by the Board on June 3, 2004, and in a Resolution adopted by the Board on September 23, 2004, and in a Resolution adopted by the Board on October 21, 2004; and

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

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

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

Section 1. The name of the existing community facilities district is "Community Facilities District No. 95-2 of the San Dieguito Union High School District."

Section 2. The boundaries of the existing District include all land shown on the maps approved by the Board in the Resolution of Formation and recorded with the Recorder of the County of San Diego (the "County") at book 29 page 45, book 31 page 07, book 32 page 11, book 32 page 19, book 33 page 17, book 33 page 44, book 33 page 45, book 34 page 88, and book 35 page 09, and book 38 page 31, and book 38 page 55, and book 38 page 59 in the Book of Maps of Assessment and Community Facilities Districts. The territory proposed to be annexed (the "Annexed Territory") is all land shown on the map designated as "Amended Map of Boundaries of Community Facilities District No. 95-2, Annexation No. 12, San Dieguito Union High School District" (the "Annexed Territory Map") on file in the office of Secretary of the Board by this reference incorporated herein. The Annexed Territory Map, showing the new properties to be subject to a special tax levied within the District, is hereby approved and adopted. The Secretary of the Board is hereby directed to file a copy of the map with the correct and proper endorsements thereon with the Recorder of the County within 10 days after the adoption of this Resolution, as provided for in Section 3113 of the California Streets and Highways Code.

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

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

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

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

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

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

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

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

Section 8. The Board deems it necessary to incur bonded indebtedness for the purposes set forth in Section 4 hereof, and has determined that the whole of the District, including the Annexed Territory, will pay for the bonded indebtedness. The maximum aggregate principal amount of debt to be authorized and incurred will be \$50,000,000. The maximum interest rate on the bonds shall be 12%, or such greater interest rate permitted by law, which interest will be payable annually or semiannually or in any other manner as permitted by law. The bonds may be issued in one or more series with each series issued for a term not to exceed thirty-five years. The proposition regarding incurring bonded indebtedness shall be submitted to the voters at an election to be conducted by mail ballot as set forth in Section 16 of this Resolution.

Section 9. A public hearing on the annexation of the proposed territory into the District, the levying of the special tax, the proposed bond issue, the type of facilities financed by the District and all other matters set forth in this Resolution (the "Hearing") shall be held at 6:30 o'clock p.m. or as soon thereafter as practicable, on May 4, 2006, at the San Dieguito Union High School District Office Board Room, 710 Encinitas Boulevard, Encinitas, California.

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

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

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

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

Section 13. A special election (the "Election") is hereby called for the Annexed Territory and the Associate Superintendent of Business of the School District is hereby authorized to conduct the Election (the "Election Official") as a mail ballot election on the propositions of levying a special tax on property within the Annexed Territory, incurring bonded indebtedness for the District in a maximum aggregate principal amount of \$50,000,000 and establishing an appropriations limit for the District. The proposed propositions relative to incurring indebtedness in the maximum aggregate principal amount of \$50,000,000, the rate and method of apportionment of the special tax and establishing an appropriations limit for the District shall be combined into one ballot proposition pursuant to Section 53353.5 of the Act. The ballot proposition is attached hereto as Exhibit C and hereby incorporated by reference. The members of the Board and

their authorized representatives are, including the Election Official, and each of them acting alone is, hereby authorized to approve any changes in the ballot and any other informational materials submitted to the voters.

Section 14. The Election shall be held on May 30, 2006 to the extent that the time limit applicable to the Election is waived with the unanimous consent of the qualified electors of the proposed district and the concurrence of the Election Official conducting the Election or if such consent is not obtained or otherwise such other date determined by this Board pursuant to a subsequent resolution. The Secretary of the Board is hereby directed to provide to the Election Official within three days of the adoption of this Resolution the following: (i) a copy of this Resolution, (ii) a certified map of sufficient scale and clarity to show the boundaries of the Annexed Territory, (iii) a sufficient description to allow the Election Official to determine the boundaries of the Annexed Territory and (iv) if requested by the Election Official, assessor's parcel numbers for the land within the Annexed Territory.

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

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

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

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

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

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

Section 20. The members of the Board and their authorized representatives are, and each of them acting alone is, hereby authorized to execute any and all documents and agreements and do and perform any and all acts and things, from time to time, consistent with this Resolution and necessary or appropriate to carry the same into effect and to carry out its purposes.

ADOPTED, SIGNED AND APPROVED, this 23rd day of March, 2006.

BOARD OF TRUSTEES OF THE SAN
DIEGUITO UNION HIGH SCHOOL
DISTRICT ACTING AS THE
LEGISLATIVE BODY OF COMMUNITY
FACILITIES DISTRICT NO. 95-2

By: _____
Title: President

ATTEST:

By: _____

Title: Recording Secretary

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

ss

I, Linda Friedman, President of the Board of Trustees of the San Dieguito Union High School District (the "Board") do hereby certify that the foregoing Resolution was duly adopted by the Board of said San Dieguito Union High School District at a meeting of said Board held on the 23rd day of March, 2006, and that it was so adopted by the following vote:

AYES: MEMBERS: _____

NOES: MEMBERS: _____

ABSTAIN: MEMBERS: _____

ABSENT: MEMBERS: _____

President of the Board of Trustees

EXHIBIT A

DESCRIPTION OF FACILITIES

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

EXHIBIT B

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

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

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

I. Definitions

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

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

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

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

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

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

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

"County" means the County of San Diego.

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

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

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

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

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

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

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

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

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

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

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

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

II. Classification of Property

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

III. Maximum Special Tax

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

A. Developed Property: Maximum Special Tax

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

Table 1

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

B. Undeveloped Property: Maximum Special Tax

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

C. Alternate Prepayment Tax for reducing the Maximum Special Tax

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

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

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

Table 2

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

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

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

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

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

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

V. Limitations

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

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

VI. Appeals and Interpretation Procedure

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

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

VII. Collection of Special Tax

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

EXHIBIT C

COMMUNITY FACILITIES DISTRICT NO. 95-2
OF THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
SPECIAL TAX AND BOND ELECTION
May 30, 2006

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

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

MEASURE SUBMITTED TO VOTE OF VOTERS

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

YES:

NO:

**THIS BALLOT HAS A VALUE OF 12 VOTES BASED
UPON 11.7 ACRES OF LAND OWNED BY THE VOTER WITHIN
THE COMMUNITY FACILITIES DISTRICT**

**COMMUNITY FACILITIES DISTRICT NO. 95-2
ANNEXATION NO. 12**

ANNEXATION SCHEDULE

March 23, 2006 Board Meeting

Adopt Resolution of Intention

March 31, 2006

Deadline to record map

April 27, 2006

Deadline to Publish Notice of Public Hearing

May 4, 2006 Board Meeting*

Public Hearing

Adopt Resolution of Annexation

May 30, 2006*

Special Election

June 8, 2006 Board Meeting

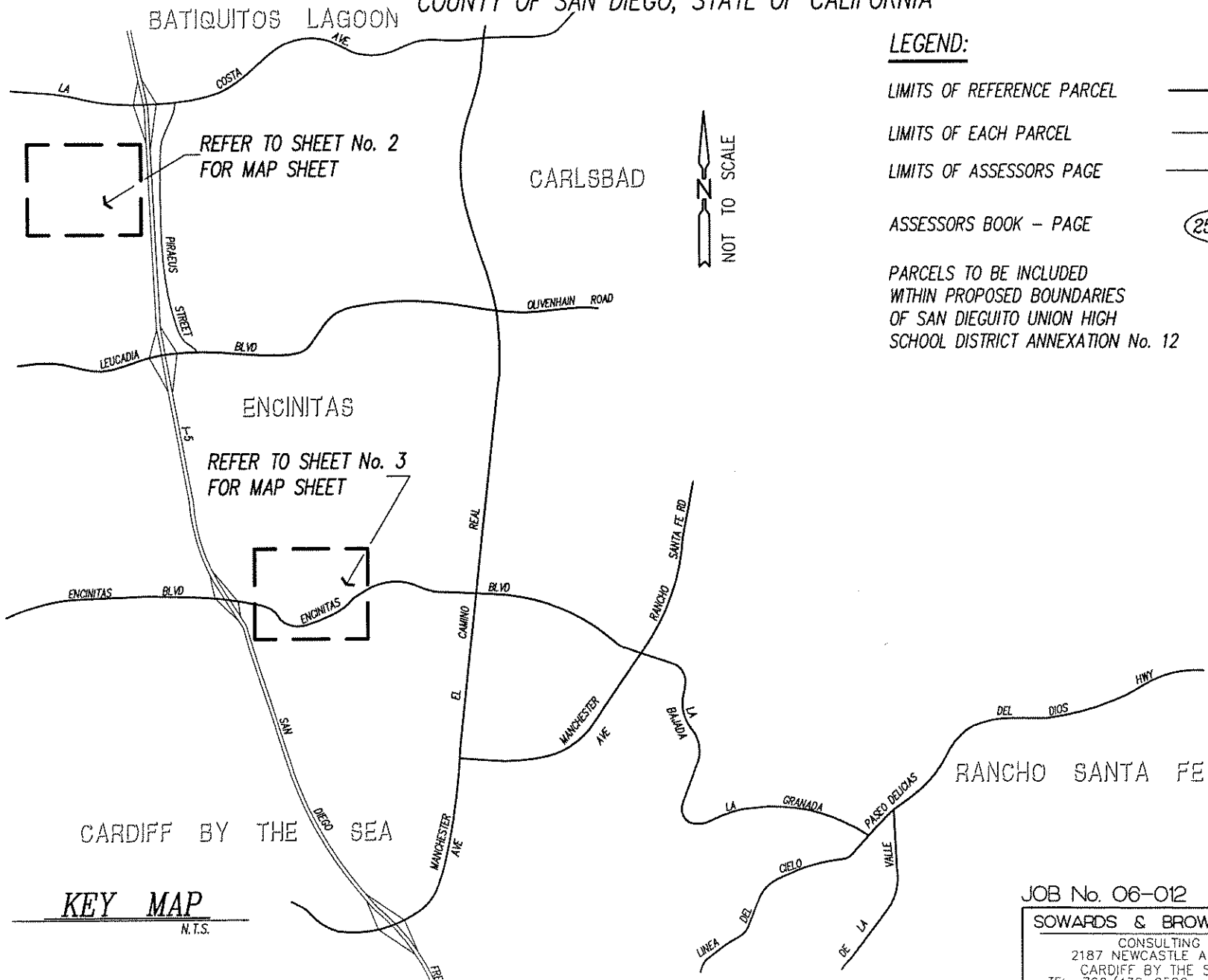
Certify Election Results

June 13, 2006

Deadline to record Notice of Special Tax Lien

*Dates specifically identified in the Resolution of Intention that would take additional Board action to change/amend.

AMENDED MAP BOUNDARIES OF COMMUNITY FACILITIES
 DISTRICT No. 95-2 ANNEXATION No. 12
 SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
 COUNTY OF SAN DIEGO, STATE OF CALIFORNIA



LEGEND:

LIMITS OF REFERENCE PARCEL

LIMITS OF EACH PARCEL

LIMITS OF ASSESSORS PAGE

ASSESSORS BOOK - PAGE 258 - 130

PARCELS TO BE INCLUDED
 WITHIN PROPOSED BOUNDARIES
 OF SAN DIEGUITO UNION HIGH
 SCHOOL DISTRICT ANNEXATION No. 12 89

KEY MAP

N.T.S.

JOB No. 06-012

03.15.06

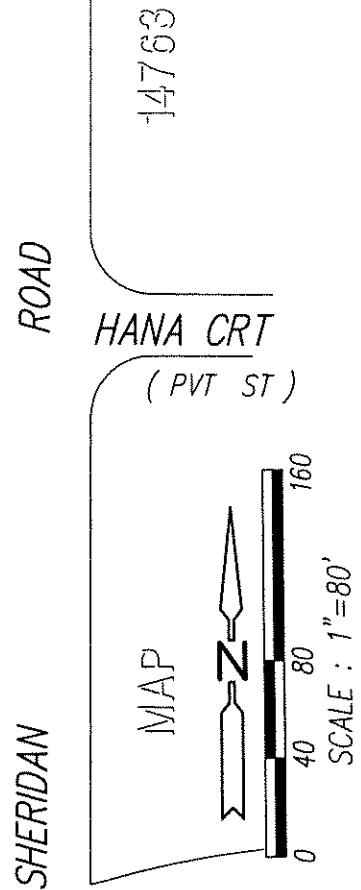
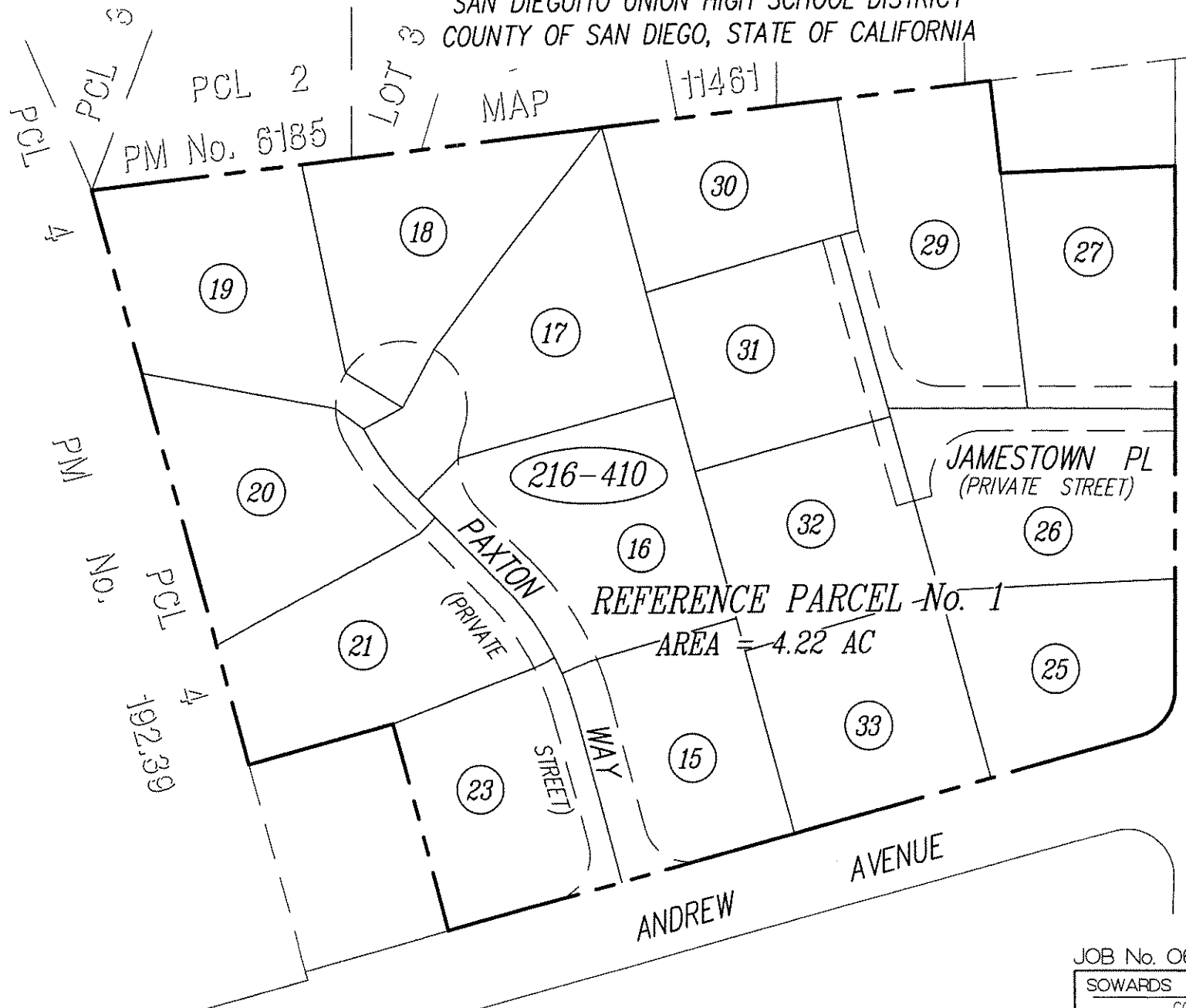
SOWARDS & BROWN ENGINEERING, INC.

CONSULTING ENGINEERS
 2187 NEWCASTLE AVENUE SUITE 103
 CARDIFF BY THE SEA, CA. 92007
 TEL. 760/436-8500 FAX 760/436-8603

p:\aromy\06-012\1-of-3.dwg

AMENDED MAP BOUNDARIES OF COMMUNITY FACILITIES
 DISTRICT No. 95-2 ANNEXATION No. 12
 SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
 COUNTY OF SAN DIEGO, STATE OF CALIFORNIA

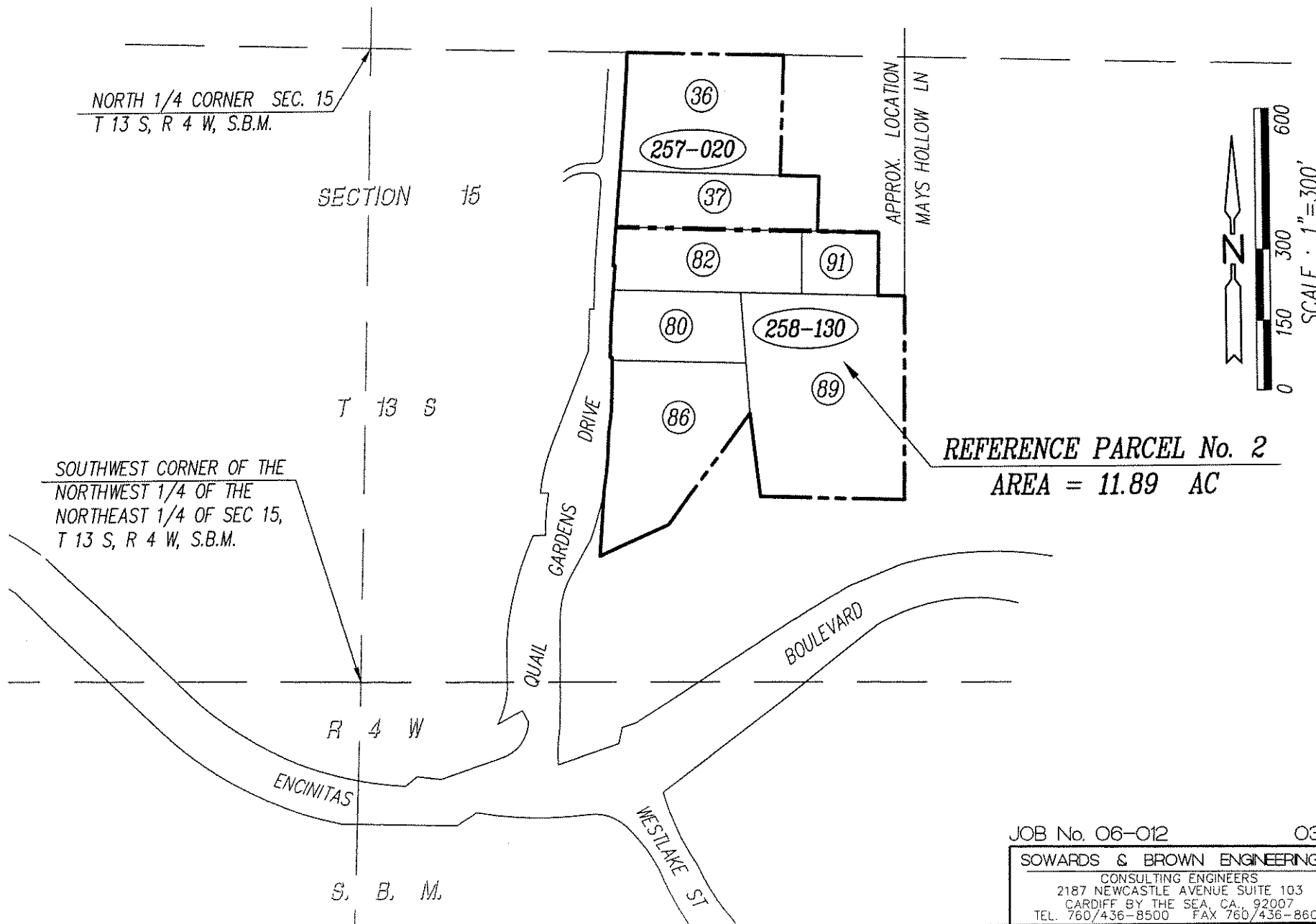
SHEET 2 OF 3



d:\project\aromy\04078bor.dwg

JOB No. 06-012 03.15.06
 SOWARDS & BROWN ENGINEERING, INC.
 CONSULTING ENGINEERS
 2187 NEWCASTLE AVENUE SUITE 103
 CARDIFF BY THE SEA, CA, 92007
 TEL. 760/436-8500 FAX 760/436-8603

AMENDED MAP BOUNDARIES OF COMMUNITY FACILITIES
 DISTRICT No. 95-2 ANNEXATION No. 12
 SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
 COUNTY OF SAN DIEGO, STATE OF CALIFORNIA



p:\aromy\06-012\2-of-3.dwg

JOB No. 06-012 03.15.06

SOWARDS & BROWN ENGINEERING, INC.
 CONSULTING ENGINEERS
 2187 NEWCASTLE AVENUE SUITE 103
 CARDIFF BY THE SEA, CA. 92007
 TEL. 760/436-8500 FAX 760/436-8603

March 15, 2006

OWNERS LIST
FOR
COMMUNITY FACILITIES DISTRICT NO. 95-2
ANNEXATION NO. 12
OF THE
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA

| OWNERS & ADDRESS (REF. PARCEL NO.) | ASSESSORS PARCELS | ACREAGE (ACRES) | TOTAL VOTES |
|--|---|------------------------|--------------------|
| Barratt American Inc. 5950 Priestly Drive Carlsbad CA 92008 <u>(REFERENCE PARCEL NO. 1)</u> | 216-410-15 through 21 216-410-23 216-410-25 through 27 216-410-29 through 33 | 4.22 AC | 5 |
| Quail Meadows Property, LLC 3820 Valley Center Drive San Diego CA 92130 <u>(REFERENCE PARCEL NO. 2)</u> | 257-020-36, 37 258-130-80, 82, 86, 89, 91 | <u>11.89 AC</u> | <u>12</u> |
| | TOTAL | 16.11 | 17 |

06012CFD.DOC