



**BOARD OF TRUSTEES  
REGULAR BOARD MEETING**

**Board of Trustees**  
Joyce Dalessandro  
Linda Friedman  
Barbara Groth  
Beth Hergesheimer  
Deanna Rich

**Superintendent**  
Ken Noah

**Union High School District**

**MARCH 18, 2010  
6:30 PM**

**DISTRICT OFFICE BOARD ROOM 101  
710 ENCINITAS BLVD, ENCINITAS, CA. 92024**

*Welcome to the meeting of the San Dieguito Union High School District Board of Trustees.*

**PUBLIC COMMENTS**

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

Persons wishing to address the Board on any school-related issue not elsewhere on the agenda are invited to do so under the "Public Comments" item. If you wish to speak under Public Comments, please follow the same directions (above) for speaking to agenda items. Complaints or charges against an employee are not permitted in an open meeting of the Board of Trustees.

In the interest of time and order, presentations from the public are limited to three (3) minutes per person, per topic. The total time for agenda and non-agenda items shall not exceed twenty (20) minutes. An individual speaker's allotted time may not be increased by a donation of time from others in attendance.

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

**PUBLIC INSPECTION OF DOCUMENTS**

In compliance with Government Code 54957.5, agenda-related documents that have been distributed to the Board less than 72 hours prior to the Board Meeting will be available for review on the district website, [www.sduhsd.net](http://www.sduhsd.net), and/or at the district office. Please contact the [Office of the Superintendent](#) for more information.

**CONSENT CALENDAR**

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

**CLOSED SESSION**

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

**CELL PHONES/PAGERS**

As a courtesy to all meeting attendees, please set cellular phones and pagers to silent mode and engage in conversations outside the meeting room.

In compliance with the Americans with Disabilities Act, if you need special assistance, disability-related modifications, or accommodations, including auxiliary aids or services, in order to participate in the public meetings of the District's Governing Board, please contact the [Office of the Superintendent](#). Notification 72 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accommodation and accessibility to this meeting. Upon request, the District shall also make available this agenda and all other public records associated with the meeting in appropriate alternative formats for persons with a disability.

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

**THURSDAY, MARCH 18, 2010  
6:30 PM**

**DISTRICT OFFICE BOARD ROOM 101  
710 ENCINITAS BLVD., ENCINITAS, CA. 92024**

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

- 1. CALL TO ORDER; PUBLIC COMMENTS REGARDING CLOSED SESSION ITEMS ..... 6:00 PM
- 2. CLOSED SESSION ..... 6:01 PM**
  - A. To consider personnel issues, pursuant to Government Code Sections 11126 and 54957; limited to consideration of the appointment, employment, evaluation of performance, discipline /release, dismissal of a public employee or to hear *complaints or charges brought against such employee by another person or employee unless the employee requests a public session.*
  - B. To conference with Labor Negotiators, pursuant to Government Code Section 54957.8.  
Agency Negotiators: Superintendent and Associate Superintendents (3)  
Employee Organizations: San Dieguito Faculty Association / California School Employees Association
  - C. To conference with legal counsel to discuss current and/or potential litigation, pursuant to Government Code Sections 54956.9(b)(3)(A), (D), and (E).
  - D. Consideration and/or deliberation of student discipline matters (2 cases)

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

- 3. CALL TO ORDER
- 4. PLEDGE OF ALLEGIANCE
- 5. REPORT OUT OF CLOSED SESSION
- 6. APPROVAL OF MINUTES OF THE MARCH 4, 2010, BOARD WORKSHOP AND REGULAR MEETING  
Motion by \_\_\_\_\_, second by \_\_\_\_\_, to approve the Minutes of the March 4<sup>th</sup> Board Meetings, as shown in the attached supplements.

**NON-ACTION ITEMS ..... (ITEMS 7 - 10)**

- 7. STUDENT BOARD REPORTS AND UPDATES ..... STUDENT BOARD
- 8. BOARD REPORTS AND UPDATES ..... BOARD OF TRUSTEES
- 9. SUPERINTENDENT’S REPORTS, BRIEFINGS AND LEGISLATIVE UPDATES..... KEN NOAH
- 10. SCHOOL SITE UPDATE, CARMEL VALLEY MIDDLE SCHOOL ..... LAURIE FRANCIS, PRINCIPAL

**CONSENT AGENDA ITEMS ..... (ITEMS 11 - 15)**

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

**11. SUPERINTENDENT**

- A. GIFTS AND DONATIONS  
Accept the Gifts and Donations, as shown in the attached supplement.

B. FIELD TRIP REQUESTS

Approve all Field Trip Requests submitted, as shown in the attached supplement.

**12. HUMAN RESOURCES**

A. PERSONNEL REPORTS

Approve matters pertaining to employment of personnel, salaries, leaves of absence, resignations, changes in assignments, extra duty assignments, and consultant services:

1. Certificated and/or Classified Personnel Reports, as shown in the attached supplements.

**13. EDUCATIONAL SERVICES**

A. APPROVAL/RATIFICATION OF AGREEMENTS (None Submitted)

**14. PUPIL SERVICES**

A. APPROVAL/RATIFICATION OF NON-PUBLIC SCHOOL / NON-PUBLIC AGENCY CONTRACTS

Approve entering into the following non-public school/non-public agency master contracts, to be funded by the General Fund/Restricted 06-00, and authorize Christina M. Bennett, Eric R. Dill or Stephen G. Ma to execute all pertinent documents pertaining to this contract, contingent upon receipt of the signed documents and verification of insurance coverage:

1. Devereux Cleo Wallace, during the period February 1, 2010 through June 30, 2010.

B. APPROVAL/RATIFICATION OF AGREEMENTS

Approve/ratify entering into the following agreements and authorize Christina M. Bennett, Eric R. Dill, Stephen G. Ma, or Ken Noah to execute the agreements:

1. Psychological and Educational Consulting Services to provide individual bilingual psychological assessments, during the period March 1, 2010 through June 30, 2010, at the rate of \$125.00 per hour, to be expended from the General Fund/Restricted 06-00.

C. APPROVAL/RATIFICATION OF PARENT SETTLEMENTS AND RELEASE AGREEMENTS

(None Submitted)

**15. BUSINESS**

A. APPROVAL/RATIFICATION OF AGREEMENTS

Approve/ratify entering into the following agreements and authorize Christina M. Bennett, Eric R. Dill, Stephen G. Ma, or Ken Noah to execute the agreements:

1. JSTOR, a part of ITHAKA, a non-profit organization, to provide JSTOR information technology services, tools, and digitally archived articles (scholarly materials, academic collections on the arts & sciences, business, literature, mathematics, statistics, music, health, etc.) for Canyon Crest Academy, during the period April 1, 2010 and continuing until terminated by ninety day written notice from either party, for an amount not to exceed \$3,000.00 per year, to be expended from the General Fund 03-00 and reimbursed by the Canyon Crest Academy Foundation.
2. CoxCom, Inc.; Cox California Telcom, LLC to provide Cox Business Internet service to the District Office, during the period March 1, 2010 through February 28, 2013, at the rate of \$60 per month, to be expended from the General Fund 03-00.

B. APPROVAL/RATIFICATION OF AMENDMENT TO AGREEMENTS (None Submitted)

C. ADOPTION AND APPROVAL OF AGREEMENT

Adopt and approve an agreement with CalPERS to participate in the California Employers' Retiree Benefit Trust Fund (CERBT), made effective upon approval and notice from CalPERS Board of Trustees and continue until terminated in writing by either party, and authorize by a majority vote of the SDUHSD Board of Trustees as presided by Barbara Groth, and authorize Christina M. Bennett, Eric R. Dill or Stephen G. Ma to execute all other pertinent documents.

D. AWARD/RATIFICATION OF CONTRACTS (None Submitted)

E. APPROVAL OF CHANGE ORDERS (None Submitted)

F. ACCEPTANCE OF CONSTRUCTION PROJECTS (None Submitted)

G. APPROVAL OF BUSINESS REPORTS

Approve the following business reports:

1. Purchase Orders
2. Instant Money
3. Membership Listing
4. Replacement Warrants

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

_____Joyce Dalessandro	_____ Taylor Bell, Sunset High School
_____Linda Friedman	_____ Jordan Bernard, La Costa Canyon High School
_____Barbara Groth	_____ Shakila Guevara, San Dieguito Academy
_____Beth Hergesheimer	_____ Nick Lawson, Canyon Crest Academy
_____Deanna Rich	_____ Allison Yamamoto, Torrey Pines High School

**DISCUSSION / ACTION ITEMS..... (ITEMS 16 - 18)**

16. ADOPTION OF RESOLUTION REGARDING GOVERNOR SCHWARZENEGGER'S PROPOSED BUDGET

Motion by \_\_\_\_\_, second by \_\_\_\_\_, to adopt the Budget Resolution, as shown in the attached supplement.

17. ADOPTION OF RESOLUTION, DAY OF THE TEACHER, MAY 4<sup>TH</sup>, 2010

Motion by \_\_\_\_\_, second by \_\_\_\_\_, to adopt May 4<sup>th</sup>, 2010, as Day of The Teacher, as shown in the attached supplement.

18. APPROVAL OF AMENDMENT TO EASEMENT AGREEMENT / ADOPTION OF RESOLUTION OF INTENTION TO DEDICATE INTEREST IN REAL PROPERTY / TORREY PINES HIGH SCHOOL / CROWN CASTLE GT COMPANY LLC

A. APPROVAL OF AMENDMENT TO EASEMENT AGREEMENT

Motion by \_\_\_\_\_, second by \_\_\_\_\_, to approve the Agreement Regarding Amendment to Easement with Crown Castle GT Company LLC, regarding terms and conditions of amending the current easement at Torrey Pines High School, and authorize Stephen G. Ma to execute the agreement.

B. ADOPTION OF RESOLUTION OF INTENTION TO DEDICATE INTEREST IN REAL PROPERTY

Motion by \_\_\_\_\_, second by \_\_\_\_\_, to adopt the attached Resolution of Intention to Dedicate an Interest in Real Property to Crown Castle GT Company LLC over an amended easement to accommodate the construction of a new communications tower, as well as the installation and collocation of equipment on and/or near such tower at Torrey Pines High School.

**INFORMATION ITEMS..... (ITEMS 19 - 26)**

19. BUDGET REDUCTION TARGETS, 2010-11 .....KEN NOAH, SUPERINTENDENT  
Review of Budget Reduction Analysis, as shown in the attached supplement.

20. BUSINESS SERVICES UPDATE..... STEVE MA, ASSOCIATE SUPERINTENDENT

21. HUMAN RESOURCES UPDATE ..... TERRY KING, ASSOCIATE SUPERINTENDENT

22. EDUCATIONAL SERVICES UPDATE..... RICK SCHMITT, ASSOCIATE SUPERINTENDENT

23. PUBLIC COMMENTS

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

24. FUTURE AGENDA ITEMS

25. ADJOURNMENT TO CLOSED SESSION (AS NECESSARY)

**CLOSED SESSION** (if required)

A. 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 Section 54957.8.  
Agency Negotiators: Superintendent and Associate Superintendents (3)  
Employee Organizations: San Dieguito Faculty Association / California School Employees Association

C. Conference with legal counsel to discuss current and/or potential litigation, pursuant to Government Code Sections 54956.9(b)(3)(A), (D), and (E).

D. Consideration and/or deliberation of student discipline matters (2 cases)

26. REPORT FROM CLOSED SESSION (AS NECESSARY)

27. MEETING ADJOURNED

*The next regularly scheduled Board Meeting will be held on Thursday, April 15, 2010, at 6:30 PM in the SDUHSD District Office Board Room 101. The District Office is located at 710 Encinitas Blvd., Encinitas, CA, 92024.*



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

**BOARD WORKSHOP  
MINUTES**

**THURSDAY, MARCH 4, 2010  
5:30 PM**

**DISTRICT OFFICE BOARD ROOM 101  
710 ENCINITAS BLVD., ENCINITAS, CA. 92024**

The Governing Board of the San Dieguito Union High School District held a Board Workshop on Thursday, March 4, 2010, at 5:30 PM, at the above location.

**ATTENDANCE**

BOARD OF TRUSTEES:

- Joyce Dalessandro
- Linda Friedman
- Barbara Groth
- Beth Hergesheimer
- Deanna Rich

DISTRICT ADMINISTRATION

- Ken Noah, Superintendent
- Terry King, Associate Superintendent, Human Resources
- Steve Ma, Associate Superintendent, Business
- Bruce Cochrane, Executive Director, Pupil Services
- Becky Banning, Recording Secretary

1. CALL TO ORDER – The meeting was called to order at 5:30 PM.

**INFORMATION ITEM**

2. Update, *High School Selection Process, Enrollment and Staffing*

Ms. King gave an update on projected enrollment numbers for 2010 – 11 and gave a report on enrollment history for the past 10 years. Ms. King also addressed current and projected staffing numbers for next year and the status of temporary teacher positions.

3. ADJOURNMENT – Meeting was adjourned at 5:58 PM.

\_\_\_\_\_  
Joyce Dalessandro, Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ken Noah, Superintendent

\_\_\_\_\_  
Date

ITEM 6

**Board of Trustees**  
Joyce Dalessandro  
Linda Friedman  
Barbara Groth  
Beth Hergesheimer  
Deanna Rich  
  
**Superintendent**  
Ken Noah



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

**MARCH 4, 2010**

**710 ENCINITAS BLVD**  
**ENCINITAS, CA 92024**

**DISTRICT OFFICE**  
**BOARD ROOM #101**

**PRELIMINARY FUNCTIONS ..... (ITEMS 1 - 6)**

**1. CALL TO ORDER; PUBLIC COMMENTS REGARDING CLOSED SESSION ITEMS ..... (ITEM 1)**

President Groth called the meeting to order at 6:01 PM to receive public comments on Closed Session agenda items. No public comments were presented.

**2. CLOSED SESSION ..... (ITEM 2)**

The Board convened to Closed Session at 6:02 PM to:

- A. 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 Section 54957.8. Agency Negotiators: Superintendent & Associate Superintendents (3); Employee Organizations: San Dieguito Faculty Association and/or California School Employees' Association.
- C. Conference with legal counsel to discuss current and/or potential litigation, pursuant to Government Code Sections 54956.9(b)(3)(A), (D), and (E).
- D. Consideration and/or deliberation of student discipline matters. (2 cases)

**OPEN SESSION / ATTENDANCE**

BOARD OF TRUSTEES

Joyce Dalessandro  
Linda Friedman  
Barbara Groth  
Beth Hergesheimer  
Deanna Rich

STUDENT BOARD MEMBERS

Jordan Bernard, La Costa Canyon  
Taylor Bell, Sunset  
Shakila Guevara, San Dieguito Academy  
Nick Lawson, Canyon Crest Academy  
Allison Yamamoto, Torrey Pines

DISTRICT ADMINISTRATORS

Ken Noah, Superintendent  
Terry King, Associate Superintendent, Human Resources  
Steve Ma, Associate Superintendent, Business  
Delores Perley, Director, Finance  
Bruce Cochrane, Executive Director, Pupil Services  
Eric Dill, Executive Director, Business Services  
Anna Pedroza, Principal, Earl Warren Middle School  
Becky Banning, Recording Secretary

ITEM 6

- 3. CALL TO ORDER ..... (ITEM 3)  
The regular meeting of the Board of Trustees was called to order at 6:33 PM.
- 4. PLEDGE OF ALLEGIANCE ..... (ITEM 4)  
Ms. Groth led the Pledge of Allegiance.
- 5. REPORT OUT OF CLOSED SESSION ..... (ITEM 5)  
The Board took unanimous action to approve the stipulated expulsion of Student #522884. No other action was taken.
- 6. APPROVAL OF MINUTES / FEBRUARY 18, 2010 ..... (ITEM 6)  
It was moved by Ms. Linda Friedman, seconded by Ms. Joyce Dalessandro, that the Minutes of the February 18<sup>th</sup> Board Meetings be approved as written. Motion unanimously carried.

**NON-ACTION ITEMS** .....(ITEMS 7 - 10)

- 7. STUDENT BOARD REPRESENTATIVES ..... (ITEM 7)  
All Student Board Representatives gave updates on events and activities at their schools.
- 8. BOARD OF TRUSTEES UPDATES AND REPORTS ..... (ITEM 8)  
Prior to this meeting, all, the Board attended a workshop session regarding High School Selection Process, Enrollment and Staffing.  
Ms. Dalessandro attended a District Budget Review Committee meeting on February 23<sup>rd</sup>, and a District Parent Site Representatives Committee meeting on March 1<sup>st</sup>.  
Ms. Friedman reported the City of Encinitas / School Liaison meeting had been canceled.  
Ms. Groth attended a County Achievement Gap Task Force meeting held earlier that day.  
Ms. Hergesheimer attended San Dieguito Academy’s Cabaret Night; the Parent Site Representatives meeting on March 1<sup>st</sup>; the Justice 101 event at Torrey Pines High School on February 24<sup>th</sup>; and a General Plan Advisory Committee meeting with the City of Encinitas.  
Ms. Rich attended the Justice 101 event at Torrey Pines High School on February 24<sup>th</sup>.
- 9. SUPERINTENDENT’S REPORTS, BRIEFINGS AND LEGISLATIVE UPDATES ..... (ITEM 9)  
Superintendent Noah gave updates on high school selection requests for San Dieguito Academy and Canyon Crest Academy. He addressed the district’s budgeting process and possible scenarios from 2009-10 through 2012-13. In the coming weeks, District administration will be discussing reductions due the budget constraints.  
Mr. Noah gave details of the Achievement Gap Task Force and Superintendents’ Forum.  
Next Thursday at 12 noon, the Board will be conducting a workshop on Long Range Facilities Planning.
- 10. EARL WARREN MIDDLE SCHOOL UPDATE ..... ANNA PEDROZA, PRINCIPAL  
Principal Pedroza gave an update on accomplishments at Earl Warren, including an API score of 935, which currently ranks Earl Warren as the number two middle school in San Diego County. Earl Warren is also a California Distinguished School.  
PTSA purchased a class set of student microscopes and two teacher digital microscopes. PTSA has also organized parent forums that meet during student dances.  
Staff is responding positively to Data Director and continues to address student needs through staff development and collaboration.  
Other accomplishments include a reading competition through the Solana Beach Library with over 100 student participants, an art club field trip to Disney’s California Adventure where students were able to work with Disney animators, and 320 honor roll students for first semester.  
Campus beautification improvements included the installation of a mosaic mural and a new walkway near the counseling offices.



**CONSENT AGENDA ITEMS ..... (ITEMS 11 – 15)**

It was moved by Ms. Beth Hergesheimer, seconded by Ms. Joyce Dalessandro, that all consent agenda items listed below be approved as presented. Motion unanimously carried.

**11. SUPERINTENDENT**

A. GIFTS AND DONATIONS

Accept the Gifts and Donations, as presented.

B. FIELD TRIP REQUESTS

Approve all Field Trip Requests submitted, as presented.

**12. HUMAN RESOURCES**

A. PERSONNEL REPORTS

Approve matters pertaining to employment of personnel, salaries, leaves of absence, resignations, changes in assignments, extra duty assignments, and consultant services:

1. Certificated and/or Classified Personnel Reports, as presented.

**13. EDUCATIONAL SERVICES**

A. APPROVAL/RATIFICATION OF AGREEMENTS (None Submitted)

**14. PUPIL SERVICES**

A. APPROVAL/RATIFICATION OF NON-PUBLIC SCHOOL / NON-PUBLIC AGENCY CONTRACTS  
(None Submitted)

B. APPROVAL/RATIFICATION OF AGREEMENTS

Approve/ratify entering into the following agreements and authorize Christina M. Bennett, Eric R. Dill, Stephen G. Ma, or Ken Noah to execute the agreements:

1. Solana Beach Physical Therapy to provide physical therapy assessments and treatments, during the period February 1, 2010 through June 30, 2010, at the rate of \$105.00 per hour, to be expended from the General Fund/Restricted 06-00.

C. APPROVAL/RATIFICATION OF PARENT SETTLEMENTS AND RELEASE AGREEMENTS  
(None Submitted)

**15. BUSINESS**

A. APPROVAL/RATIFICATION OF AGREEMENTS

Approve/ratify entering into the following agreements and authorize Christina M. Bennett, Eric R. Dill, Stephen G. Ma, or Ken Noah to execute the agreements:

1. Cathedral Catholic High School for lease of facilities for the Canyon Crest Academy Swim Team, during the period February 22, 2010 through May 21, 2010, for an estimated total amount of \$8,526.00, to be expended from the Canyon Crest Academy Foundation.
2. City of Carlsbad Parks & Recreation for lease of facilities for the La Costa Canyon High School Swim Team, during the period March 18, 2010 through March 30, 2010, at the rate of \$456.00 per meet for an estimated total amount of \$1,368.00, to be expended from the La Costa Canyon High School Foundation.
3. Cathedral Catholic High School for lease of facilities for the Torrey Pines High School Swim Team, during the period February 22, 2010 through May 21, 2010, for an estimated total amount of \$5,600.00, to be expended from the Torrey Pines High School Foundation.

B. APPROVAL/RATIFICATION OF AMENDMENT TO AGREEMENTS

Approve/ratify amending the following agreements and authorize Christina M. Bennett, Eric R. Dill or Stephen G. Ma to execute the agreements:

1. Dudek to provide additional environmental California Environmental Quality Act (CEQA) planning services for the solar panel projects at La Costa Canyon High School and Canyon Crest Academy, for an estimated amount of \$4,183.00, to be expended from the Capital Facilities Fund 25-19 and reimbursed by future bond proceeds.
2. City of Encinitas to amend the original agreement to more accurately reflect current staffing and therefore reduce the number of School Resource Officers for whom the City and SDUHSD share the costs from two to one.

C. AWARD/RATIFICATION OF CONTRACTS (None Submitted)

D. APPROVAL OF CHANGE ORDERS (None Submitted)

E. ACCEPTANCE OF CONSTRUCTION PROJECTS (None Submitted)

F. APPROVAL OF BUSINESS REPORTS

Approve the following business reports:

1. Purchase Orders
2. Instant Money
3. Membership Listing

**DISCUSSION / ACTION ITEMS .....(ITEMS 16 - 17)**

16. BOARD POLICY REVISION PROPOSAL, #6390, "GRADUATION AND CREDIT REQUIREMENTS FOR STUDENTS ATTENDING ADULT SCHOOL"

It was moved by Ms. Joyce Dalessandro, seconded by Ms. Deanna Rich, to approve revision of Board Policy #6390 as presented. Motion unanimously carried.

17. APPROVAL AND CERTIFICATION OF THE 2009-10 GENERAL FUND 2<sup>ND</sup> INTERIM BUDGET

It was moved by Ms. Joyce Dalessandro, seconded by Ms. Beth Hergesheimer, to approve and certify the 2009-10 2<sup>nd</sup> Interim General Fund Budget and approve the positive certification regarding the District's ability to meet its financial obligations the remainder of this fiscal year and two subsequent years, and supporting documents as required by AB 2861, Chapter 1150, Statutes of 1986, as presented. Motion unanimously carried.

**INFORMATION ITEMS .....(ITEMS 18 - 27)**

18. ADOPTION OF RESOLUTION REGARDING GOVERNOR SCHWARZENEGGER'S PROPOSED BUDGET

This item is being submitted for first read and will be resubmitted for board action on March 18, 2010.

19. LABOR COMPLIANCE PROGRAM ANNUAL REPORT - MARCH 1, 2009 THROUGH FEBRUARY 28, 2010

This item is being submitted as an information item only.

20. BUSINESS SERVICES UPDATE ..... STEVE MA, ASSOCIATE SUPERINTENDENT

Mr. Ma provided an update on the Project Delivery Method for the San Dieguito Academy Performing Arts Center. He discussed the Lease-Lease/Back method and stated Barnhart, Inc. will act as General Contractor (GC) during preconstruction and construction phases and will assume all risk of subcontracting the work. Barnhart guarantees completion of the project for a Guaranteed Maximum Price (GMP). Other districts using Lease-Lease/Back methods include Poway Unified, Solana Beach, Carlsbad, Cardiff, and Escondido, among others.

- 21. HUMAN RESOURCES UPDATE ..... TERRY KING, ASSOCIATE SUPERINTENDENT  
Ms. King gave an update on the District Librarian and Assistant Principal positions. As of this meeting, 79 applications have been submitted for the Assistant Principal position and paper screening will begin in a week.
- 22. EDUCATIONAL SERVICES UPDATE ..... RICK SCHMITT, ASSOCIATE SUPERINTENDENT  
(No update given)
- 23. PUBLIC COMMENTS (no public comments presented)
- 24. FUTURE AGENDA Items (None discussed)
- 25. ADJOURNMENT TO CLOSED SESSION - (Nothing further to discuss)
- 26. REPORT OUT OF CLOSED SESSION - (Nothing further to report)
- 27. ADJOURNMENT OF MEETING - Meeting adjourned at 7:38 PM.

\_\_\_\_\_  
Joyce Dalessandro, Board Clerk

\_\_\_\_ / \_\_\_\_ / 2010  
Date

\_\_\_\_\_  
Ken Noah, Superintendent

\_\_\_\_ / \_\_\_\_ / 2010  
Date

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** March 11, 2010

**BOARD MEETING DATE:** March 18, 2010

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

**SUBJECT:** ACCEPTANCE OF GIFTS AND DONATIONS

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### EXECUTIVE SUMMARY

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

### RECOMMENDATION:

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

### FUNDING SOURCE:

Not applicable

KN/bb

**GIFTS AND DONATIONS  
SDUHSD BOARD MEETING  
MARCH 18, 2010**

ITEM 11A

<b>Donation</b>	<b>Purpose</b>	<b>Donor</b>	<b>Department</b>	<b>School Site</b>
1991 Toyota Tercel (value unknown)	SDA Auto Class	Amy & Matthew Johnson	Auto Mechanic Program	SDA
\$7,814.23	Parts, labor for fans in weight room / Skateboard lockers / Technofit Contract for equipment	CCA Foundation	Gym / Weight Room	CCA
\$1,059.51	Storage Cabinets	CCA Foundation	Art Dept / Counseling	CCA
\$8,000.00	Scholarly materials / Testing Acct.	CCA Foundation	Quest and Testing Acct.	CCA
\$234.00	Add to Copy Account	Diegueno Parents	Mrs. Coulter	Diegueno MS
\$445.00	Materials	Diegueno Parents	Science Labs	Diegueno MS
\$3,600.00	Coach's Stipend	SDA Foundation	Robotics Program	SDA
\$195.00	Brain Pop Quiz Software	SDA Foundation	Science Dept.	SDA
\$250.00	Hitachi LCD Projector	TPHS Foundation	World Languages	TPHS
\$5,375.00	Facility and Field Improvements	TPHS Foundation	Concrete Pad for new Storage Shed/Track & Field Equip.	TPHS
\$12,677.93	Supplies and Technology	Diegueno Parents	English Dept.	Diegueno MS
\$8,276.15	Microscopes	EWMS PTSA	Science Dept.	EWMS

**\$47,926.82 Monetary Donations  
Value of Donated Items**

**\$47,926.82 TOTAL VALUE**

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** March 11, 2010

**BOARD MEETING DATE:** March 18, 2010

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

**SUBJECT:** APPROVAL / RATIFICATION OF  
FIELD TRIPS

.....

### EXECUTIVE SUMMARY

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

### RECOMMENDATION:

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

### FUNDING SOURCE:

As listed on attached reports.

KN/bb

**FIELD TRIP REQUESTS  
SDUHSD BOARD MEETING  
MARCH 18, 2010**

ITEM 11B

Date(s) of Field Trip	Site	Sponsor, Last Name	First Name	Team/Club	Total # Students	Total # Chaperones	Purpose/Conference Name	City	State	Loss of Class Time	* \$ Cost
Spring Break 2011	CCA	Villanova	Amy	Music (orchestra, band, choir)	TBD	1:10 Ratio Chaperone:Student	Performance / Cultural Experience in China	Beijing / XiAn / Shanghei	China	TBD	Donations / fund raising / ASB
4/14-4/18/10	SDA	Berend / Stimson	Jason / George	Robotics Team	15 - 30	4 - 10	FIRST Robotics Competition	Atlanta	GA	3 days	Students / ROP
3/25-3/27/10	TPHS	Kaye	Sarah	Dance Team	45	5	National Dance Competition	Anaheim	CA	1 day	Dance Team
4/22-4/24/10	TPHS	Meigs	Anne	Boys' Tennis	3	2	Tennis Tournament	Ojai	CA	2 days	Foundation / Boys' Tennis

\* Dollar amounts are listed only whe 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 10, 2010

**BOARD MEETING DATE:** March 18, 2010

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

**SUBMITTED BY:** Ken Noah  
Superintendent

**SUBJECT:** APPROVAL OF CERTIFICATED and  
CLASSIFIED PERSONNEL

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### EXECUTIVE SUMMARY

Please find the following Personnel actions attached for Board Approval:

#### Certificated

Employment  
Leave of Absence  
Resignation

#### Classified

Employment  
Change in Assignment

#### RECOMMENDATION:

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

#### FUNDING SOURCE:

General Fund



## PERSONNEL LIST

### CERTIFICATED PERSONNEL

#### Employment

1. **Andrew Corman**, 100% Temporary Teacher (science) at Carmel Valley for the 2010-11 school year, effective 8/24/10 through 6/17/11.
2. **C. Jerome Galiley**, 20% Temporary Retired Teacher (surf PE) at Torrey Pines for the 2010-11 school year, effective 8/24/10 through 6/17/11.
3. **Lisa Goldberg**, 20% Temporary Library-Media Services Teacher at Torrey Pines for the 2010-11 school year, effective 8/24/10 through 6/17/11.
4. **Scott Jay**, 100% Temporary Special Ed. Teacher (moderate/severe) at Torrey Pines for the 2010-11 school year, effective 8/24/10 through 6/17/11.
5. **Kathleen Monteiro**, 20% Temporary Retired Teacher (social science) at Oak Crest for the 2010-11 school year, effective 8/24/10 through 6/17/11.

#### Leave of Absence

1. **Michelle Anderson**, Teacher at Earl Warren, 40% Unpaid Leave of Absence (60% assignment) for the 2010-11 school year, effective 8/24/10 through 6/17/11.
2. **Janet Berend**, Teacher at La Costa Canyon, 20% Unpaid Leave of Absence (80% assignment) for the 2010-11 school year, effective 8/24/10 through 6/17/11.
3. **Janice Blackwell**, Teacher at Torrey Pines, 40% Unpaid Leave of Absence (60% assignment) as part of the District-approved STRS Reduced Workload program for the 2010-11 school year, effective 8/24/10 through 6/17/11.
4. **Sara Boozer**, 80% tenured Teacher at Torrey Pines, 40% Unpaid Leave of Absence (40% assignment) for the 2010-11 school year, effective 8/24/10 through 6/17/11.
5. **Suzanne Brown**, Teacher at Earl Warren, 20% Unpaid Leave of Absence (80% assignment) for the 2010-11 school year, effective 8/24/10 through 6/17/11.
6. **Ann Cerny**, Teacher at Earl Warren, 20% Unpaid Leave of Absence (80% assignment) for the 2010-11 school year, effective 8/24/10 through 6/17/11.
7. **Hilary Crain**, Teacher at Diegueno, 40% Unpaid Leave of Absence (60% assignment) as part of the District-approved STRS Reduced Workload program for the 2010-11 school year, effective 8/24/10 through 6/17/11.
8. **John "Jack" Dubois**, Teacher at Carmel Valley, 40% Unpaid Leave of Absence (60% assignment) as part of the District-approved STRS Reduced Workload program for the 2010-11 school year, effective 8/24/10 through 6/17/11.
9. **Michael Estrin**, Teacher at Torrey Pines, 20% Unpaid Leave of Absence (80% assignment) as part of the District-approved STRS Reduced Workload program for the 2010-11 school year, effective 8/24/10 through 6/17/11.
10. **Beverly Fruto**, Teacher at Earl Warren, 20% Unpaid Leave of Absence (80% assignment) for the 2010-11 school year, effective 8/24/10 through 6/17/11.
11. **Christian Gonzales**, 80% tenured Teacher at Torrey Pines, 80% Unpaid Leave of Absence for the 2010-11 school year, effective 8/24/10 through 6/17/11.
12. **Lucinda Honselaar**, Teacher at Carmel Valley, 40% Unpaid Leave of Absence (60% assignment) for the 2010-11 school year, effective 8/24/10 through 6/17/11.

ITEM 12A

13. **Linda Huston**, Teacher at Diegueno, 20% Unpaid Leave of Absence (80% assignment) as part of the District-approved STRS Reduced Workload program for the 2010-11 school year, effective 8/24/10 through 6/17/11.
14. **Joy Kuemmerle**, Teacher at Torrey Pines, 40% Unpaid Leave of Absence (60% assignment) for the 2010-11 school year, effective 8/24/10 through 6/17/11.
15. **Jill Lenc**, Teacher at La Costa Canyon, 20% Unpaid Leave of Absence (80% assignment) for the 2010-11 school year, effective 8/24/10 through 6/17/11.
16. **Melinda Lewis**, Teacher currently on Unpaid Leave from Earl Warren, 100% Unpaid Leave of Absence for the 2010-11 school year, effective 8/24/10 through 6/17/11.
17. **Tracy McCabe**, Teacher at Carmel Valley, 40% Unpaid Leave of Absence (60% assignment) for the 2010-11 school year, effective 8/24/10 through 6/17/11.
18. **Nan Mijares**, Teacher at La Costa Canyon, 20% Unpaid Leave of Absence (80% assignment) for the 2010-11 school year, effective 8/24/10 through 6/17/11.
19. **William Miller**, Teacher at San Dieguito Academy, 100% Unpaid Leave of Absence for the 2010-11 school year, effective 8/24/10 through 6/17/11.
20. **Daryl Nann**, 80% tenured Teacher at La Costa Canyon, 80% Unpaid Leave of Absence for the 2010-11 school year, effective 8/24/10 through 6/17/11.
21. **Catherine Ramos**, Teacher at San Dieguito Academy, 33% Unpaid Leave of Absence (67% assignment) for the 2010-11 school year, effective 8/24/10 through 6/17/11.
22. **Jill Seidenverg**, Teacher at San Dieguito Academy, 33% Unpaid Leave of Absence (67% assignment) for the 2010-11 school year, effective 8/24/10 through 6/17/11.
23. **Amy Souza**, Teacher at Oak Crest, 20% Unpaid Leave of Absence (80% assignment) for the 2010-11 school year, effective 8/24/10 through 6/17/11.
24. **Geoffrey Westermeyer**, Teacher at Oak Crest, 20% Unpaid Leave of Absence (80% assignment) for the 2010-11 school year, effective 8/24/10 through 6/17/11.
25. **Kellee Ybarra**, Teacher at Carmel Valley, 20% Unpaid Leave of Absence (80% assignment) for the 2010-11 school year, effective 8/24/10 through 6/17/11.

**Resignation**

1. **C. Jerome Galiley**, Teacher (surf PE/ROP Auto Tech) at Torrey Pines, resignation for retirement purposes, effective 6/19/10.
2. **Angela Miranda**, Counselor at Carmel Valley, resignation for retirement purposes, effective 6/18/10.
3. **Kathleen Monteiro**, Teacher (social science) at Oak Crest, resignation for retirement purposes, effective 6/19/10.
4. **James Patterson**, Teacher (mathematics) at La Costa Canyon, resignation for retirement purposes, effective 6/19/10.
5. **Douglas Stanton**, Teacher (video film/photography) at La Costa Canyon, resignation for retirement purposes, effective 6/19/10.

## PERSONNEL LIST

### CLASSIFIED PERSONNEL

#### Employment

1. **Elstob, Mark**, At Will Employee, effective 2/1/10 – 6/18/10
2. **Janelli, Michele**, At Will Employee, effective 2/1/10 – 6/18/10
3. **Jensen, Ann**, Instructional Assistant SpEd Non Severe, effective 3/11/10

#### Change in Assignment

1. **Brand, Pam**, from 100%, 11-months Secretary to 75%, 12-months Administrative Secretary, effective 4/12/10
2. **Garcia, Jose**, from 43.80% Nutrition Services Assistant I to 9.38% and 34.38% Nutrition Services Assistant/Transporter, effective 2/22/10 – 3/3/10

mh  
03/18/10  
classbdagenda

# San Dieguito Union High School District

## **INFORMATION REGARDING BOARD AGENDA ITEM**

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** March 3, 2010

**BOARD MEETING DATE:** March 18, 2010

**PREPARED BY:** Bruce Cochran, Executive Director  
Pupil Services

**SUBMITTED BY:** Ken Noah  
Superintendent

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

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### **EXECUTIVE SUMMARY**

The district administration has recommended that designated special education students attend nonpublic schools and/or receive nonpublic agency services for the 2009-10 school year as listed on the attached report.

### **RECOMMENDATION**

The district administration recommends that the Board approve the attached list of agreements for nonpublic school/nonpublic agency services and authorize Christina M. Bennett, Eric R. Dill, Stephen G. Ma, or Ken Noah to sign the agreements and forward the appropriate documents to the County Superintendent to reflect the placement of students in nonpublic school/nonpublic agencies.

### **FUNDING SOURCE**

General Fund 06-00/Special Education Budget – Estimated \$11,500.00

KN/ddb  
Attachment



# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** March 4, 2010

**BOARD MEETING DATE:** March 18, 2010

**PREPARED BY:** Bruce Cochrane, Executive Director  
Pupil Services

**SUBMITTED BY:** Ken Noah  
Superintendent

**SUBJECT:** Approval/Ratification of Independent  
Contractor Agreements

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### EXECUTIVE SUMMARY

The attached Independent Contractor Agreements Report summarizes one contract that provides services for the Special Education Program and Special Education Students for the 2009-2010 school year.

### RECOMMENDATION

Approve/ratify entering into an Independent Contractor Agreement as shown on the attached report and authorize Christina M. Bennett, Eric R. Dill, Stephen G. Ma, or Ken Noah to execute all pertinent documents pertaining to these agreements, contingent upon receipt of the signed documents and verification of insurance coverage.

### FUNDING SOURCE

General Fund 06-00/Special Education Budget – Estimated \$5,000.00

KN/ddb  
Attachment

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT**

ITEM 14B

**INDEPENDENT CONTRACTOR AGREEMENTS 2009-2010**

Date: March 18, 2010

Contract Effective Dates	Independent Contractor	Description of Services	Number of Students (Estimate)	Fee
3-1-10 To 6-30-10	Psychological and Educational Consulting Services	Individual Bilingual Psychological Assessments	2 - 3	\$125.00/hour Estimate: \$5,000
			<b>TOTAL</b>	<b>\$5,000.00</b>

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** March 9, 2010

**BOARD MEETING DATE:** March 18, 2010

**PREPARED BY:** Christina M. Bennett, Director of Purchasing  
Eric R. Dill, Executive Director, Business Services  
Steve Ma, Associate Superintendent/Business

**SUBMITTED BY:** Ken Noah  
Superintendent

**SUBJECT:** APPROVAL/RATIFICATION OF  
PROFESSIONAL SERVICES CONTRACTS/  
BUSINESS

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### EXECUTIVE SUMMARY

The attached Professional Services Report/Business summarizes two contracts totaling \$0.00, 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



ITEM 15A

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT**

**BUSINESS - PROFESSIONAL SERVICES REPORT**

**Date: 03-18-10**

<u>Contract Effective Dates</u>	<u>Consultant/ Vendor</u>	<u>Description of Services</u>	<u>School/ Department Budget</u>	<u>Fee Not to Exceed</u>
04/01/10 – until terminated upon 90 day written notice by either party	JSTOR, a part of ITHAKA, a non-profit organization	Provide JSTOR information technology services, tools, and digitally archived articles (scholarly materials, academic collections on the arts & sciences, business, literature, mathematics, statistics, music, health, etc.) for Canyon Crest Academy	General Fund 03-00 and to be reimbursed by the Canyon Crest Academy Foundation	\$3,000.00 per year
03/01/10 – 02/28/13	CoxCom, Inc.; Cox California Telcom, LLC	Provide Cox Business Internet service to the District Office	General Fund 03-00	\$60.00 per month

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** March 8, 2010

**BOARD MEETING DATE:** March 18, 2010

**PREPARED BY:** Stephen G. Ma  
Associate Superintendent, Business

**SUBMITTED BY:** Ken Noah  
Superintendent

**SUBJECT:** **ADOPTION AND APPROVAL OF  
AGREEMENT / CalPERS California  
Employers' Retiree Benefit Trust Fund  
(CERBT)**

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### EXECUTIVE SUMMARY

Starting in 2008/09, the District is required to disclose funded status of Other Post Employment Benefits (OPEB) liability in its annual financial report. The OPEB liability represents the cost of future payments made to retired employees for medical benefits. What is reported is the "unfunded actuarial accrued liability" (UAAL) and "net OPEB obligation" as calculated by an independent actuarial valuation. The updated actuarial report indicates a UAAL of \$13 million and a net OPEB obligation of \$1.2 million. The net OPEB obligation will grow significantly every year if the District continues the practice of the "pay as you go" funding.

The District can begin to address this liability by participating in an irrevocable trust with the administration and investment strategy provided by others. Staff is recommending the District join CalPERS' California Employers Retiree Benefit Trust (CERBT) as an investment vehicle to grow and manage District funds allocated to OPEB. CERBT was formed in 2007 and now has over \$1 billion in the trust and manages funds for 104 public agencies including 64 cities, 10 counties and 17 school districts.

In the current budgetary climate, the District will be hard pressed to pre-fund the liability at the suggested "annual required contribution" of \$1.9 million. However, there is nothing that would preclude the District from joining CERBT while still funding only the "pay as you go" amount of approximately \$500,000 annually. In the future, as economic conditions improve, the District can begin to pre-fund its OPEB liability as a means of ensuring funding for future retirees and using the investment expertise of CalPERS.

ITEM 15C

**RECOMMENDATION:**

It is recommended that the Board adopt and approve an agreement with CalPERS to participate in the California Employers' Retiree Benefit Trust Fund (CERBT), made effective upon approval and notice from CalPERS Board of Trustees and continue until terminated in writing by either party, and authorize by a majority vote of the SDUHSD Board of Trustees as presided by Barbara Groth, and authorize Christina M. Bennett, Eric R. Dill or Stephen G. Ma to execute all other pertinent documents.

**CALIFORNIA EMPLOYER'S RETIREE BENEFIT TRUST PROGRAM ("CERBT")**

**AGREEMENT AND ELECTION  
OF**

San Dieguito Union High School District

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(NAME OF EMPLOYER)

**TO PREFUND OTHER POST EMPLOYMENT  
BENEFITS THROUGH CalPERS**

WHEREAS (1) Government Code Section 22940 establishes in the State Treasury the Annuitants' Health Care Coverage Fund for the prefunding of health care coverage for annuitants (Prefunding Plan); and

WHEREAS (2) The California Public Employees' Retirement System (CalPERS) Board of Administration (Board) has sole and exclusive control and power over the administration and investment of the Prefunding Plan (sometimes also referred to as CERBT), the purposes of which include, but are not limited to (i) receiving contributions from participating employers and establishing separate Employer Prefunding Accounts in the Prefunding Plan for the performance of an essential governmental function (ii) investing contributed amounts and income thereon, if any, in order to receive yield on the funds and (iii) disbursing contributed amounts and income thereon, if any, to pay for costs of administration of the Prefunding Plan and to pay for health care costs or other post employment benefits in accordance with the terms of participating employers' plans; and

WHEREAS (3) San Dieguito Union High School District  
(NAME OF EMPLOYER)

(Employer) desires to participate in the Prefunding Plan upon the terms and conditions set by the Board and as set forth herein; and

WHEREAS (4) Employer may participate in the Prefunding Plan upon (i) approval by the Board and (ii) filing a duly adopted and executed Agreement and Election to Prefund Other Post Employment Benefits (Agreement) as provided in the terms and conditions of the Agreement; and

WHEREAS (5) The Prefunding Plan is a trust fund that is intended to perform an essential governmental function within the meaning of Section 115 of the Internal Revenue Code as an agent multiple-employer plan as defined in Governmental Accounting Standards Board (GASB) Statement No. 43 consisting of an aggregation of single-employer plans, with pooled administrative and investment functions;

ITEM 15C

NOW, THEREFORE, BE IT RESOLVED THAT EMPLOYER HEREBY MAKES THE FOLLOWING REPRESENTATION AND WARRANTY AND THAT THE BOARD AND EMPLOYER AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

A. Representation and Warranty

Employer represents and warrants that it is a political subdivision of the State of California or an entity whose income is excluded from gross income under Section 115 (1) of the Internal Revenue Code.

B. Adoption and Approval of the Agreement; Effective Date; Amendment

(1) Employer's governing body shall elect to participate in the Prefunding Plan by adopting this Agreement and filing with the CalPERS Board a true and correct original or certified copy of this Agreement as follows:

Filing by mail, send to:        CalPERS  
   Constituent Relations Office  
   CERBT (OPEB)  
   P.O. Box 942709  
   Sacramento, CA 94229-2709

Filing in person, deliver to:  
   CalPERS Mailroom  
   Attn: Employer Services Division  
   400 Q Street  
   Sacramento, CA 95814

(2) Upon receipt of the executed Agreement, and after approval by the Board, the Board shall fix an effective date and shall promptly notify Employer of the effective date of the Agreement.

(3) The terms of this Agreement may be amended only in writing upon the agreement of both CalPERS and Employer, except as otherwise provided herein. Any such amendment or modification to this Agreement shall be adopted and executed in the same manner as required for the Agreement. Upon receipt of the executed amendment or modification, the Board shall fix the effective date of the amendment or modification.

(4) The Board shall institute such procedures and processes as it deems necessary to administer the Prefunding Plan, to carry out the purposes of this Agreement, and to maintain the tax exempt status of the Prefunding Plan. Employer agrees to follow such procedures and processes.

ITEM 15C

C. Actuarial Valuation and Employer Contributions

(1) Employer shall provide to the Board an actuarial valuation report on the basis of the actuarial assumptions and methods prescribed by the Board. Such report shall be for the Board's use in financial reporting, shall be prepared at least as often as the minimum frequency required by GASB Statement No. 43, and shall be:

- (a) prepared and signed by a Fellow or Associate of the Society of Actuaries who is also a Member of the American Academy of Actuaries or a person with equivalent qualifications acceptable to the Board;
- (b) prepared in accordance with generally accepted actuarial practice and GASB Statement Nos. 43 and 45; and,
- (c) provided to the Board prior to the Board's acceptance of contributions for the valuation period or as otherwise required by the Board.

(2) The Board may reject any actuarial valuation report submitted to it, but shall not unreasonably do so. In the event that the Board determines, in its sole discretion, that the actuarial valuation report is not suitable for use in the Board's financial statements or if Employer fails to provide a required actuarial valuation, the Board may obtain, at Employer's expense, an actuarial valuation that meets the Board's financial reporting needs. The Board may recover from Employer the cost of obtaining such actuarial valuation by billing and collecting from Employer or by deducting the amount from Employer's account in the Prefunding Plan.

(3) Employer shall notify the Board of the amount and time of contributions which contributions shall be made in the manner established by the Board.

(4) Employer contributions to the Prefunding Plan may be limited to the amount necessary to fully fund Employer's actuarial present value of total projected benefits, as supported by the actuarial valuation acceptable to the Board. As used throughout this document, the meaning of the term "actuarial present value of total projected benefits" is as defined in GASB Statement No. 45. If Employer's contribution causes its assets in the Prefunding Plan to exceed the amount required to fully fund the actuarial present value of total projected benefits, the Board may refuse to accept the contribution.

(5) The minimum Employer contribution will be at least \$5000 or be equal to Employer's Annual Required Contribution, whichever is less, as that term is defined in GASB Statement No. 45. Contributions can be made at any time following the seventh day after the effective date of the Agreement provided that Employer has first complied with the requirements of Paragraph C.

ITEM 15C

D. Administration of Accounts, Investments, Allocation of Income

- (1) The Board has established the Prefunding Plan as an agent plan consisting of an aggregation of single-employer plans, with pooled administrative and investment functions, under the terms of which separate accounts will be maintained for each employer so that Employer's assets will provide benefits only under employer's plan.
- (2) All Employer contributions and assets attributable to Employer contributions shall be separately accounted for in the Prefunding Plan (Employer's Prefunding Account).
- (3) Employer's Prefunding Account assets may be aggregated with prefunding account assets of other employers and may be co-invested by the Board in any asset classes appropriate for a Section 115 Trust.
- (4) The Board may deduct the costs of administration of the Prefunding Plan from the investment income or Employer's Prefunding Account in a manner determined by the Board.
- (5) Investment income shall be allocated among employers and posted to Employer's Prefunding Account as determined by the Board but no less frequently than annually.
- (6) If Employer's assets in the Prefunding Plan exceed the amount required to fully fund the actuarial present value of total projected benefits, the Board, in compliance with applicable accounting and legal requirements, may return such excess to Employer.

E. Reports and Statements

- (1) Employer shall submit with each contribution a contribution report in the form and containing the information prescribed by the Board.
- (2) The Board shall prepare and provide a statement of Employer's Prefunding Account at least annually reflecting the balance in Employer's Prefunding Account, contributions made during the period and income allocated during the period, and such other information as the Board determines.

F. Disbursements

- (1) Employer may receive disbursements not to exceed the annual premium and other costs of post employment healthcare benefits and other post employment benefits as defined in GASB 43.
- (2) Employer shall notify CalPERS in writing in the manner specified by CalPERS of the persons authorized to request disbursements from the Prefunding Plan on behalf of Employer.

ITEM 15C

(3) Employer's request for disbursement shall be in writing signed by Employer's authorized representative, in accordance with procedures established by the Board. The Board may require that Employer certify or otherwise establish that the monies will be used for the purposes of the Prefunding Plan.

(4) Requests for disbursements that satisfy the requirements of paragraphs (2) and (3) that are received on or after the first of a month will be processed by the 15<sup>th</sup> of the following month. (For example, a disbursement request received on or between March 1st and March 31st will be processed by April 15th; and a disbursement request received on or between April 1st and April 30th will be processed by May 15th.)

(5) CalPERS shall not be liable for amounts disbursed in error if it has acted upon the written instruction of an individual authorized by Employer to request disbursements. In the event of any other erroneous disbursement, the extent of CalPERS' liability shall be the actual dollar amount of the disbursement, plus interest at the actual earnings rate but not less than zero.

(6) No disbursement shall be made from the Prefunding Plan which exceeds the balance in Employer's Prefunding Account.

G. Costs of Administration

Employer shall pay its share of the costs of administration of the Prefunding Plan, as determined by the Board.

H. Termination of Employer Participation in Prefunding Plan

(1) The Board may terminate Employer's participation in the Prefunding Plan if:

(a) Employer gives written notice to the Board of its election to terminate;

(b) The Board finds that Employer fails to satisfy the terms and conditions of this Agreement or of the Board's rules or regulations.

(2) If Employer's participation in the Prefunding Plan terminates for any of the foregoing reasons, all assets in Employer's Prefunding Account shall remain in the Prefunding Plan, except as otherwise provided below, and shall continue to be invested and accrue income as provided in Paragraph D.

(3) After Employer's participation in the Prefunding Plan terminates, Employer may not make contributions to the Prefunding Plan.



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(4) After Employer's participation in the Prefunding Plan terminates, disbursements from Employer's Prefunding Account may continue upon Employer's instruction or otherwise in accordance with the terms of this Agreement.

(5) After thirty-six (36) months have elapsed from the effective date of this Agreement or at such earlier date as may be approved by the Board in its sole discretion:

- (a) Employer may request a trustee to trustee transfer of the assets in Employer's Prefunding Account. Upon satisfactory showing to the Board that the transfer will satisfy applicable requirements of the Internal Revenue Code and the Board's fiduciary duties, then the Board shall effect the transfer within one hundred twenty (120) days. The amount to be transferred shall be the amount in the Employer's Prefunding Account as of the disbursement date and shall include investment earnings up to the investment earnings allocation date immediately preceding the disbursement date. In no event shall the investment earnings allocation date precede the transfer by more than 120 days.
- (b) Employer may request a disbursement of the assets in Employer's Prefunding Account. Upon satisfactory showing to the Board that all of Employer's obligations for payment of post employment health care benefits and other post employment benefits and reasonable administrative costs of the Board have been satisfied, then the Board shall effect the disbursement within one hundred twenty (120) days. The amount to be disbursed shall be the amount in the Employer's Prefunding Account as of the disbursement date and shall include investment earnings up to the investment earnings allocation date immediately preceding the disbursement date. In no event shall the investment earnings allocation date precede the disbursement by more than 120 days.

(6) After Employer's participation in the Prefunding Plan terminates and at such time that no assets remain in Employer's Prefunding Account, this Agreement shall terminate.

(7) If, for any reason, the Board terminates the Prefunding Plan, the assets in Employer's Prefunding Account shall be paid to Employer after retention of (i) amounts sufficient to pay post employment health care benefits and other post employment benefits to annuitants for current and future annuitants described by the employer's current substantive plan (as defined in GASB 43), and (ii) amounts sufficient to pay reasonable administrative costs of the Board.

(8) If Employer ceases to exist but Employer's Prefunding Plan continues to exist and if no provision has been made by Employer for ongoing payments to pay post employment health care benefits and other post employment benefits to annuitants for current and future annuitants, the Board is authorized to and shall appoint a third party

ITEM 15C

administrator to carry out Employer's Prefunding Plan. Any and all costs associated with such appointment shall be paid from the assets attributable to contributions by Employer.

(9) If Employer should breach the representation and warranty set forth in Paragraph A., the Board shall take whatever action it deems necessary to preserve the tax-exempt status of the Prefunding Plan.

I. General Provisions

(1) Books and Records.

Employer shall keep accurate books and records connected with the performance of this Agreement. Employer shall ensure that books and records of subcontractors, suppliers, and other providers shall also be accurately maintained. Such books and records shall be kept in a secure location at the Employer's office(s) and shall be available for inspection and copying by CalPERS and its representatives.

(2) Audit.

(a) During and for three years after the term of this Agreement, Employer shall permit the Bureau of State Audits, CalPERS, and its authorized representatives, and such consultants and specialists as needed, at all reasonable times during normal business hours to inspect and copy, at the expense of CalPERS, books and records of Employer relating to its performance of this Agreement.

(b) Employer shall be subject to examination and audit by the Bureau of State Audits, CalPERS, and its authorized representatives, and such consultants and specialists as needed, during the term of this Agreement and for three years after final payment under this Agreement. Any examination or audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement. Employer shall cooperate fully with the Bureau of State Audits, CalPERS, and its authorized representatives, and such consultants and specialists as needed, in connection with any examination or audit. All adjustments, payments, and/or reimbursements determined to be necessary by any examination or audit shall be made promptly by the appropriate party.

(3) Notice.

(a) Any notice, approval, or other communication required or permitted under this Agreement will be given in the English language and will be deemed received as follows:

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1. Personal delivery. When personally delivered to the recipient. Notice is effective on delivery.
2. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice. Notice is effective three delivery days after deposit in a United States Postal Service office or mailbox.
3. Certified mail. When mailed certified mail, return receipt requested. Notice is effective on receipt, if delivery is confirmed by a return receipt.
4. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, Notice is effective on delivery, if delivery is confirmed by the delivery service.
5. Telex or Facsimile Transmission. When sent by telex or fax to the last telex or fax number of the recipient known to the party giving notice. Notice is effective on receipt, provided that (i) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (ii) the receiving party delivers a written confirmation of receipt. Any notice given by telex or fax shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a nonbusiness day.
6. E-mail transmission. When sent by e-mail using software that provides unmodifiable proof (i) that the message was sent, (ii) that the message was delivered to the recipient's information processing system, and (iii) of the time and date the message was delivered to the recipient along with a verifiable electronic record of the exact content of the message sent.

Addresses for the purpose of giving notice are as shown in Paragraph B.(1) of this Agreement.

- (b) Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- (c) Any party may change its address, telex, fax number, or e-mail address by giving the other party notice of the change in any manner permitted by this Agreement.

ITEM 15C

- (d) All notices, requests, demands, amendments, modifications or other communications under this Agreement shall be in writing. Notice shall be sufficient for all such purposes if personally delivered, sent by first class, registered or certified mail, return receipt requested, delivery by courier with receipt of delivery, facsimile transmission with written confirmation of receipt by recipient, or e-mail delivery with verifiable and unmodifiable proof of content and time and date of sending by sender and delivery to recipient. Notice is effective on confirmed receipt by recipient or 3 business days after sending, whichever is sooner.

(4) Modification

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by the party to be charged.

(5) Survival

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of their Agreement shall survive the termination of this Agreement until such time as all amounts in Employer's Prefunding Account have been disbursed.

(6) Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

(7) Necessary Acts, Further Assurances

The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

ITEM 15C

A majority vote of Employer's Governing Body at a public meeting held on the 18th  
day of the month of March in the year 2010, authorized entering  
into this Agreement.

Signature of the Presiding Officer: \_\_\_\_\_

Printed Name of the Presiding Officer: Barbara Groth

Name of Governing Body: San Dieguito Union H.S.D. Board of Trustees

Name of Employer: San Dieguito Union High School District

Date: \_\_\_\_\_

BOARD OF ADMINISTRATION  
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY \_\_\_\_\_  
RONALD L. SEELING  
ACTUARIAL AND EMPLOYER SERVICES BRANCH  
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

To be completed by CalPERS The effective date of this Agreement is: _____
--



## DELEGATION OF AUTHORITY TO REQUEST DISBURSEMENTS

### RESOLUTION OF THE

San Dieguito Union H.S.D. Board of Trustees

(GOVERNING BODY)

### OF THE

San Dieguito Union High School District

(NAME OF EMPLOYER)

The S.D.U.H.S.D Board of Trustees delegates to the incumbents in  
(GOVERNING BODY)

the positions of Assoc. Superintendent, Bus. Svcs. and  
(TITLE)

Executive Director, Bus. Svcs. authority to request on behalf  
(TITLE)

of the Employer disbursements from the Other Post Employment Prefunding

Plan and to certify as to the purpose for which the disbursed funds will be used.

By \_\_\_\_\_

Title Board President

Witness \_\_\_\_\_

Date \_\_\_\_\_

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** March 9, 2010

**BOARD MEETING DATE:** March 18, 2010

**PREPARED BY:** Stephen G. Ma  
Associate Superintendent, Business

**SUBMITTED BY:** Ken Noah, Superintendent

**SUBJECT:** APPROVAL OF BUSINESS REPORTS

-----

### EXECUTIVE SUMMARY

Please find the following business reports submitted for your approval:

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

### RECOMMENDATION:

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

### FUNDING SOURCE:

Not applicable

js  
Attachments

PO/BOARD/REPORT

SAN DIEGUITO UNION HIGH  
FROM 02/23/10 THRU 03/08/10

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ITEM 15G

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
202326	02/23/10	03	SIMPLEX-GRINNELL LP	025	BLDG.-REPAIR MATERIA	\$233.55
202327	02/23/10	03	TROXELL COMMUNICATIO	013	NON CAPITALIZED EQUI	\$650.64
202328	02/23/10	03	DATEL SYSTEMS INC	005	NON CAPITALIZED EQUI	\$1,288.38
202329	02/23/10	03	FISHER SCIENTIFIC EM	013	MATERIALS AND SUPPLI	\$117.69
202330	02/23/10	03	APPLE COMPUTER INC	035	MAT/SUP/EQUIP TECHNO	\$3,709.40
202331	02/23/10	03	SANDWICH QUEEN, THE	020	MATERIALS AND SUPPLI	\$200.00
202332	02/23/10	06	ALLOY INTERACTIVE IN	024	A/V CONTRACT	\$6,030.00
202333	02/23/10	06	AREY JONES EDUCATION	030	MAT/SUP/EQUIP TECHNO	\$4,714.55
202334	02/23/10	06	TABAK, AREK AND/OR E	030	FEES - ADMISSIONS, T	\$78.00
202335	02/23/10	03	MICROSCOPE WORLD	003	MATERIALS AND SUPPLI	\$8,276.15
202336	02/23/10	03	RASIX COMPUTER CENTE	003	MATERIALS AND SUPPLI	\$412.14
202337	02/23/10	03	PROJECTOR LAMP EXPER	005	MATERIALS AND SUPPLI	\$258.03
202338	02/23/10	03	SEHI-PROCOMP COMPUTE	005	MATERIALS AND SUPPLI	\$281.66
202339	02/24/10	03/06	PEARSON & AGS ASSESS	030	MATERIALS AND SUPPLI	\$949.13
202340	02/24/10	11	RUSSELL, JANET	009	MATERIALS AND SUPPLI	\$680.00
202341	02/24/10	06	LOGICAL CHOICE TECHN	013	PROF/CONSULT./OPER E	\$1,995.00
202342	02/24/10	03	WILKENS PALM TREES	025	GARDENING SUPPLIES	\$315.38
202343	02/24/10	06	AMAZON.COM	030	MATERIALS AND SUPPLI	\$54.74
202344	02/24/10	03	PROCURETECH	035	MATERIALS AND SUPPLI	\$318.94
202345	02/24/10	03	GLARO-PRODUCTS.COM	004	MATERIALS AND SUPPLI	\$735.00
202346	02/24/10	06	PRESTWICK HOUSE, INC	005	MATERIALS AND SUPPLI	\$372.28
202347	02/24/10	06	PRESTWICK HOUSE, INC	005	MATERIALS AND SUPPLI	\$254.48
202348	02/24/10	03	SWEETWATER SOUND	014	MATERIALS AND SUPPLI	\$391.47
202349	02/24/10	03	SCHOOL NURSE SUPPLY	030	MATERIALS AND SUPPLI	\$489.43
202350	02/24/10	03	MISSION FEDERAL CRED	012	MATERIALS AND SUPPLI	\$71.78
202351	02/24/10	03	MISSION FEDERAL CRED	035	MATERIALS AND SUPPLI	\$20.81
202352	02/25/10	03	SNAP ON TOOLS CORPOR	005	MATERIALS AND SUPPLI	\$394.83
202353	02/25/10	03	SKATEBOARD LOCKERS	014	NON CAPITALIZED EQUI	\$1,634.13
202354	02/25/10	03	SOUTHWEST SCHOOL/OFF	013	MATERIALS AND SUPPLI	\$68.30
202355	02/25/10	13	STAPLES ADVANTAGE	031	NON CAPITALIZED EQUI	\$1,051.88
202356	02/25/10	03	SAN DIEGO POSTAL	001	REPAIRS BY VENDORS	\$3,070.00
202357	02/25/10	03	A C T	014	MATERIALS AND SUPPLI	\$907.20
202358	02/25/10	03	DEMCO INC	012	MATERIALS AND SUPPLI	\$324.78
202359	02/25/10	03	FULL COMPASS	014	NON CAPITALIZED EQUI	\$940.69
202360	02/25/10	03	SIMPLEX-GRINNELL LP	025	REPAIRS BY VENDORS	\$2,487.00
202361	02/25/10	06	THOMAS S. KLISE COMP	005	MATERIALS AND SUPPLI	\$232.58
202362	02/25/10	03	ACCUVANT, INC.	035	MAT/SUP/EQUIP TECHNO	\$6,681.33
202363	02/26/10	06	MISSION FEDERAL CRED	013	MATERIALS AND SUPPLI	\$27.34
202364	02/26/10	06	BARNES & NOBLE BOOKS	004	MATERIALS AND SUPPLI	\$11.66
202365	02/26/10	06	APPERSON EDUCATION P	004	MATERIALS AND SUPPLI	\$267.76
202366	02/26/10	03	BLICK, DICK (DICK BL	004	MATERIALS AND SUPPLI	\$1,080.50
202367	02/26/10	03	GOPHER SPORT	004	MATERIALS AND SUPPLI	\$375.67
202368	02/26/10	11	FREE FORM CLAY & SUP	009	REPAIRS BY VENDORS	\$475.78
202369	02/26/10	06	TRUE SHARP LLC	013	REPAIRS BY VENDORS	\$200.00
202370	02/26/10	03	BIRCH AQUARIUM / SCR	004	FEES - ADMISSIONS, T	\$185.00
202371	02/26/10	03	TROXELL COMMUNICATIO	013	NON CAPITALIZED EQUI	\$3,111.92
202372	02/26/10	03	JURMAN'S EMERGENCY T	037	OTHER SERV.& OPER.EX	\$420.00
202373	02/26/10	03	SIMPLEX-GRINNELL LP	025	REPAIRS BY VENDORS	\$969.00
202374	03/01/10	06	PEARSON & AGS ASSESS	030	MATERIALS AND SUPPLI	\$1,159.11
202375	03/01/10	06	MISSION FEDERAL CRED	030	MATERIALS AND SUPPLI	\$70.69
202376	03/01/10	03	MATECH, INC.	003	MATERIALS AND SUPPLI	\$327.76
202377	03/01/10	03	QUALITY FLOORS BY GE	025	BLDG.-REPAIR MATERIA	\$225.00
202378	03/01/10	03	COSCO FIRE PROTECTIO	025	REPAIRS BY VENDORS	\$2,000.00
202379	03/01/10	06	SWEETWATER SOUND	014	MATERIALS AND SUPPLI	\$1,245.00
202380	03/01/10	06	SNAP ON TOOLS CORPOR	013	MATERIALS AND SUPPLI	\$1,280.85



PO/BOARD/REPORT

SAN DIEGUITO UNION HIGH  
FROM 02/23/10 THRU 03/08/10

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ITEM 15G

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
202382	03/01/10	03	PAXTON/PATTERSON	004	MATERIALS AND SUPPLI	\$260.78
202383	03/01/10	03	SUPERIOR ONSITE SERV	010	REPAIRS BY VENDORS	\$302.24
202384	03/01/10	03	BRAINPOP LLC	013	A/V CONTRACT	\$195.00
202386	03/01/10	03	MISSION FEDERAL CRED	035	MATERIALS AND SUPPLI	\$37.23
202388	03/01/10	06	WESTERN PSYCHOLOGICA	030	MATERIALS AND SUPPLI	\$332.56
202389	03/01/10	03	SIEMENS INDUSTRY, IN	025	OTHER SERV. & OPER.EX	\$2,466.00
202392	03/01/10	06	HOME DEPOT	010	MATERIALS AND SUPPLI	\$612.04
202393	03/01/10	03	XEROX CORPORATION	012	DUPLICATING SUPPLIES	\$1,000.00
202394	03/01/10	06	AMAZON.COM	030	MATERIALS AND SUPPLI	\$260.67
202395	03/02/10	06	SEHI-PROCOMP COMPUTE	010	MATERIALS AND SUPPLI	\$90.41
202397	03/02/10	06	STAPLES STORES	008	MATERIALS AND SUPPLI	\$65.25
202398	03/02/10	03	SEHI-PROCOMP COMPUTE	010	MATERIALS AND SUPPLI	\$91.35
202399	03/02/10	06	E M C PARADIGM	013	MATERIALS AND SUPPLI	\$878.16
202400	03/02/10	06	LINGUISYSTEMS INC	030	MATERIALS AND SUPPLI	\$1,588.40
202401	03/02/10	06	AMAZON.COM	033	MATERIALS AND SUPPLI	\$37.84
202402	03/02/10	03	SCANTRON CORPORATION	005	MATERIALS AND SUPPLI	\$418.07
202403	03/02/10	06	TARGET	030	MATERIALS AND SUPPLI	\$55.43
202404	03/02/10	03	MISSION FEDERAL CRED	008	MATERIALS AND SUPPLI	\$48.94
202405	03/02/10	06	DELL COMPUTER CORPOR	030	MATERIALS AND SUPPLI	\$48.93
202406	03/02/10	03	STAPLES ADVANTAGE	005	MATERIALS AND SUPPLI	\$46.15
202407	03/03/10	03	SAFARI MONTAGE	012	A/V CONTRACT	\$2,593.69
202408	03/03/10	06	AMAZON.COM	014	MATERIALS AND SUPPLI	\$433.89
202409	03/03/10	03	STAPLES ADVANTAGE	012	MATERIALS AND SUPPLI	\$500.00
202410	03/03/10	03	RASIX COMPUTER CENTE	014	MATERIALS AND SUPPLI	\$252.19
202411	03/03/10	06	DELL COMPUTER CORPOR	030	MAT/SUP/EQUIP TECHNO	\$2,222.62
202412	03/03/10	03	DELL COMPUTER CORPOR	035	MAT/SUP/EQUIP TECHNO	\$4,568.51
202413	03/03/10	03	D A D ASPHALT	025	REPAIRS BY VENDORS	\$2,586.00
202414	03/03/10	06	AMAZON.COM	014	MATERIALS AND SUPPLI	\$243.00
202417	03/04/10	06	FOLLETT EDUCATIONAL	003	TEXTBOOKS	\$515.75
202420	03/04/10	03	COUNTY BURNER & MACH	025	REPAIRS BY VENDORS	\$448.69
202421	03/04/10	03	BEVILACQUA, SCOTTY	013	MATERIALS AND SUPPLI	\$400.00
202422	03/04/10	06	NATL COUNCIL OF TEAC	012	MATERIALS AND SUPPLI	\$88.94
202423	03/04/10	03	SCHOOL SPACE SOLUTIO	003	MATERIALS AND SUPPLI	\$508.57
202424	03/05/10	06	B AND H PHOTO-VIDEO-	030	MATERIALS AND SUPPLI	\$423.96
202425	03/05/10	03	BLICK, DICK (DICK BL	012	MATERIALS AND SUPPLI	\$165.01
202426	03/05/10	03	CULVER NEWLIN INC	014	MATERIALS AND SUPPLI	\$600.32
202427	03/08/10	03	STAPLES ADVANTAGE	004	MATERIALS AND SUPPLI	\$84.79
202428	03/08/10	03	STAPLES ADVANTAGE	004	AERIES SUPPLIES	\$80.63
202431	03/08/10	03	STAPLES ADVANTAGE	004	MATERIALS AND SUPPLI	\$139.96
202432	03/08/10	03	STAPLES ADVANTAGE	004	MATERIALS AND SUPPLI	\$63.05
202433	03/08/10	03	STAPLES ADVANTAGE	004	MATERIALS AND SUPPLI	\$99.20
700049	03/03/10	03	AFFORDABLE PRINTER C	035	REPAIRS BY VENDORS	\$144.29
700052	02/24/10	03	COUNTY BURNER & MACH	025	BLDG.-REPAIR MATERIA	\$523.60
700053	02/24/10	03	UNITED REFRIGERATION	025	BLDG.-REPAIR MATERIA	\$192.48
800018	02/23/10	06	SAN DIEGO COUNTY OFF	022	CONFERENCE,WORKSHOP,	\$200.00
REPORT TOTAL						\$91,038.98

ITEM 15G

INSTANT MONEY REPORT FOR THE PERIOD 02/24/10 THROUGH 03/09/10

Check #	Vendor	Amount
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No Checks This Period

Total	\$ 0.00
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ITEM 15G

Individual Membership Listings  
For the Period of February 23, 2010 through March 8, 2010

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

San Diego County Office of Education

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

- 1. TO THE BOARD OF EDUCATION OF THE San Dieguito Union High School District: I, the undersigned, declare that I am the payee of original warrant number 10-742102 dated 6/30/2009, in the amount of Six Hundred Fifty-Five And 22/100 dollars (\$ 655.22) attached hereto and presented to your Board pursuant to Section 29802 of the Government Code. I hereby request that you adopt an order instructing the County Auditor to draw a new warrant in favor of me for the same amount as the original warrant.

Executed at Encinitas, California on March 9th 20 10

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

MICHAEL R WIRTH  
Name of Payee

*Michael R Wirth*  
Signature of Payee

3540 Calle Gavanzo, Carlsbad, CA 92009  
Address of Payee

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

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

\_\_\_\_\_ Clerk of the Board

Date \_\_\_\_\_ 20 \_\_\_\_ By \_\_\_\_\_ Deputy

- 3. DISTRICT'S REISSUE OF PAYROLL WARRANT:

On \_\_\_\_\_ 20\_\_\_\_, the district issued commercial warrant number \_\_\_\_\_ to MICHAEL R WIRTH, payee, for Six Hundred Fifty-Five And 22/100 dollars to replace void warrant number 10-742102 described above.

San Diego County Office of Education

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

- 1. TO THE BOARD OF EDUCATION OF THE San Dieguito Union High School District: I, the undersigned, declare that I am the payee of original warrant number 10-754542 dated 7/31/2009, in the amount of One Hundred Thirty-One And 05/100 dollars (\$ 131.05) attached hereto and presented to your Board pursuant to Section 29802 of the Government Code. I hereby request that you adopt an order instructing the County Auditor to draw a new warrant in favor of me for the same amount as the original warrant.

Executed at Encinitas, California on March 4th 20 10.

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

**MICHAEL R WIRTH**  
Name of Payee

Michael Wirth  
Signature of Payee

3540 Calle Gavanzo, Carlsbad, CA 92009  
Address of Payee

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

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

\_\_\_\_\_ Clerk of the Board

Date \_\_\_\_\_ 20\_\_\_\_ By \_\_\_\_\_ Deputy

- 3. DISTRICT'S REISSUE OF PAYROLL WARRANT:

On \_\_\_\_\_ 20\_\_\_\_, the district issued commercial warrant number \_\_\_\_\_ to MICHAEL R WIRTH, payee, for One Hundred Thirty-One And 05/100 dollars to replace void warrant number 10-754542 described above.

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** March 11, 2010

**BOARD MEETING DATE:** March 18, 2010

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

**SUBJECT:** RESOLUTION ON GOVERNOR  
SCHWARZENEGGER'S PROPOSED  
BUDGET

.....

### EXECUTIVE SUMMARY

Public school districts in the State of California have endured real reductions in funding in excess of \$17 billion over the past two years. In his proposed budget released this past January, Governor Schwarzenegger vowed to protect education, yet further reduced funding by approximately \$3.3 billion.

The administration believes that it is important to band with other school district superintendents and boards of trustees to oppose these reductions.

### RECOMMENDATION:

District Administration recommends that the Board of Trustees adopt this resolution as presented.

### FUNDING SOURCE:

N/A

KN/bb

ITEM 16

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT  
RESOLUTION ON GOVERNOR SCHWARZENEGGER’S PROPOSED BUDGET**

**WHEREAS**, despite Governor Schwarzenegger’s vow to protect education, his proposed budget reduces education funding by \$900 million in the current year and an additional \$2.4 billion in 2010-11; and

**WHEREAS**, California’s education system plays a vital role in the state’s economic future and schools are now in a crisis more critical than any ever seen – one that the Governor and legislators must take more seriously; and

**WHEREAS**, these unprecedented reductions are changing the face of education for an entire generation of school children; and

**WHEREAS**, California’s education programs have been reduced so dramatically that schools have been forced to eliminate summer school, libraries, transportation, athletics, technology, agriculture, Regional Occupational Programs (ROP) and General Education Development (GED); and

**WHEREAS**, the educational programs being eliminated are the very programs that help our students succeed in school and compete in the workforce; and

**WHEREAS**, administrative costs have taken the largest single reduction in most districts and yet the proposed budget recommends that 10 percent be cut from school district and county office of education administrative costs; and

**WHEREAS**, district administration provides critical support for the classroom; and

**WHEREAS**, currently California’s schools rank among the lowest in the nation in the number of district administrators per student; and

**WHEREAS**, schools cannot continue to absorb further reductions in addition to the \$17 billion endured over the past two years;

**NOW, THEREFORE, LET IT BE RESOLVED**, that the San Dieguito Union High School District opposes further reductions to education funding and urges the legislature to take responsibility for California’s future by making education a priority.

Adopted by the San Dieguito Union High School District Board of Trustees at its regular meeting on Thursday, March 18, 2010.

\_\_\_\_\_  
Barbara Groth, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Beth Hergesheimer, Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joyce Dalessandro, Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Linda Friedman, Trustee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deanna Rich, Trustee

\_\_\_\_\_  
Date

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** March 9, 2010

**BOARD MEETING DATE:** March 18, 2010

**PREPARED AND SUBMITTED BY:** Terry King  
Associate Superintendent/Human Resources

**SUBMITTED BY:** Ken Noah  
Superintendent

**SUBJECT:** RESOLUTION DECLARING MAY 4, 2010  
"DAY OF THE TEACHER"

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### EXECUTIVE SUMMARY

On behalf of the more than 550 certificated employees in the San Dieguito Union High School District, this is an opportunity to join other school boards nationwide to honor the important services of the districts' certificated employees by adopting a resolution declaring May 4<sup>th</sup>, 2010, "Day of the Teacher". A resolution is attached for adoption by the Board of Trustees.

### RECOMMENDATION:

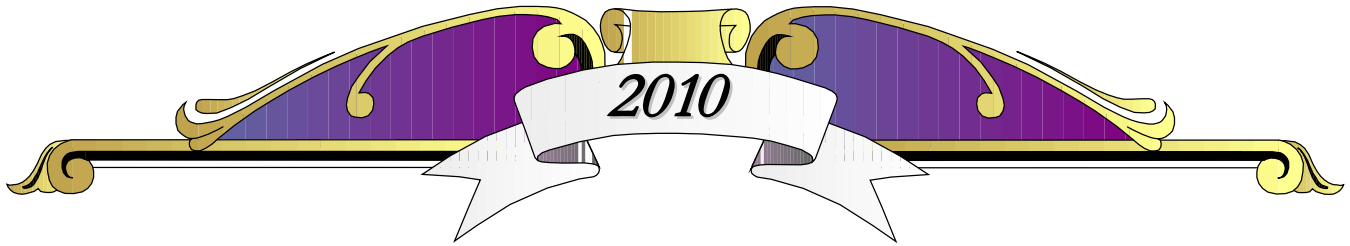
It is recommended that the Board of Trustees adopt the attached resolution.

### FUNDING SOURCE:

N/A

bb  
Attachment





## SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

RESOLUTION DESIGNATING MAY 4, 2010

AS

### DAY OF THE TEACHER

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the San Dieguito Union High School District Board of Trustees joins with the California Parent Teacher Association in declaring May 4, 2010 as "Day of the Teacher."

PASSED AND ADOPTED this 18<sup>th</sup> day of March 2010 at the regular meeting of the Board of Trustees of the San Dieguito Union High School District.

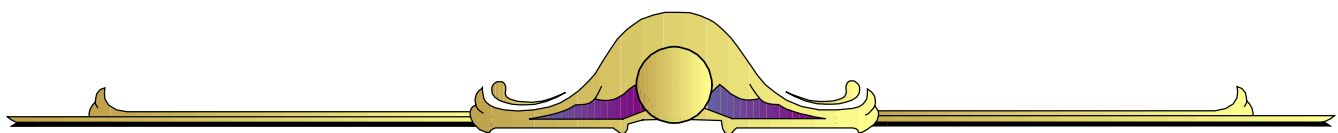
\_\_\_\_\_  
Barbara Groth, President

\_\_\_\_\_  
Beth Hergesheimer, Vice President

\_\_\_\_\_  
Joyce Dalessandro, Clerk

\_\_\_\_\_  
Linda Friedman, Trustee

\_\_\_\_\_  
Deanna Rich, Trustee



# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** March 9, 2010

**BOARD MEETING DATE:** March 18, 2010

**PREPARED BY:** Stephen G. Ma  
Associate Superintendent, Business

**SUBMITTED BY:** Ken Noah  
Superintendent

**SUBJECT:** APPROVAL OF AMENDMENT TO  
EASEMENT AGREEMENT / ADOPTION OF  
RESOLUTION OF INTENTION TO DEDICATE  
INTEREST IN REAL PROPERTY / TORREY  
PINES HIGH SCHOOL / CROWN CASTLE  
GT COMPANY LLC

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### EXECUTIVE SUMMARY

In 1987, the District granted an easement to U.S. Cellular West to construct a cellular tower at Torrey Pines High School. In exchange for the easement, the District received a one-time payment of \$108,000 to construct four tennis courts. Crown Castle, the successor in interest to U.S. Cellular, has recently received a conditional use permit from the City of San Diego to rebuild the tower to add capacity. For the past three years, staff has been working with Crown Castle on this revised plan. Crown Castle has agreed to pay the District a one-time payment of \$84,000 to amend the easement agreement. The easement will be increased in size to accommodate the larger equipment proposed at the base of the tower.

Staff is recommending the use of the \$84,000 to re-landscape the front of Torrey Pines High School and/or Carmel Valley Middle School in response to concerns brought up by community members and the Carmel Valley Planning Board. If this work is done, staff believes it will create an opportunity to re-open dialogue with the city on the annual Maintenance Assessment District (MAD) fees (\$34,000) paid by District.

The granting of a revised easement is a multi-step process which will include a public hearing and time sensitive noticing. The Resolution of Intention is the first step in this process.

**RECOMMENDATION:**

A. APPROVAL OF AMENDMENT TO EASEMENT AGREEMENT

It is recommended that the Board approve the Agreement Regarding Amendment to Easement with Crown Castle GT Company LLC, regarding terms and conditions of amending the current easement at Torrey Pines High School, and authorize Stephen G. Ma to execute the agreement.

B. ADOPTION OF RESOLUTION OF INTENTION TO DEDICATE INTEREST IN REAL PROPERTY

It is recommended that the Board adopt the attached Resolution of Intention to Dedicate an Interest in Real Property to Crown Castle GT Company LLC over an amended easement to accommodate the construction of a new communications tower, as well as the installation and collocation of equipment on and/or near such tower at Torrey Pines High School.

## AGREEMENT REGARDING AMENDMENT TO EASEMENT

THIS AGREEMENT REGARDING AMENDMENT TO EASEMENT ("**Agreement**") is entered into this \_\_\_ day of \_\_\_\_\_, 2010, by and between the San Dieguito Union High School District of the County of San Diego, State of California ("**Grantor**"), whose address is 710 Encinitas Boulevard, Encinitas, California 92024, and Crown Castle GT Company LLC, a Delaware limited liability company ("**Grantee**"), with its national headquarters located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

### RECITALS

A. Grantor is the owner of certain real property located in the City of San Diego, County of San Diego, State of California, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "**Grantor's Property**").

B. Grantor has granted an easement to Grantee, as successor-in-interest to US West Cellular of California, Inc., a Texas corporation, over certain portions of Grantor's Property pursuant to the terms and conditions of that certain Grant of Easement, dated February 17, 1987, and recorded on April 17, 1987, as Document No. 87-10118, in the Official Records of San Diego County, California, and that certain Easement Agreement, dated February 17, 1987, and recorded on April 17, 1987, as Document No. 87-10119, in the Official Records of San Diego County, California (collectively, the "**Easement**").

C. Grantor and Grantee desire to modify the Easement subject to and in accordance with the terms and conditions set forth herein in order to facilitate the construction of a new communications tower, as well as the installation and collocation of equipment on and/or near such tower, and to grant additional land to Grantee to accommodate such construction, installation and collocation.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee do hereby agree as follows:

1. Amendment to Easement. Grantor acknowledges and agrees that the purpose of this Agreement is to provide for the construction of a new communications tower, as well as the installation and collocation of equipment on and/or near such tower, and to grant additional land to Grantee to accommodate such construction, installation and collocation. Accordingly, concurrently with the full execution of this Agreement, Grantor hereby agrees to execute and deliver to Grantee an Amendment to Easement in the form and substance of Exhibit "B" attached hereto and incorporated herein by reference ("**Amendment to Easement**"). Grantee agrees to cause the Amendment to Easement to be recorded in the Official Records of the San Diego County within thirty (30) days after the receipt of the executed counterpart from Grantor.

2. Consideration for Amendment. As consideration for Grantor's execution and delivery of the Amendment to Easement described in Section 1 above, on or before the seventh (7<sup>th</sup>) business day following the date upon which all of the Conditions Precedent (as hereafter defined) have been satisfied, Grantee shall pay to Grantor the sum of Eighty-Four Thousand Dollars (\$84,000.00) in cash or other immediately available funds ("**Lump Sum Payment**").

3. Conditions Precedent. Grantor acknowledges and agrees that the purpose of this Agreement is to accommodate the construction of a new communications tower and the installation of additional equipment and collocation on and/or near such tower. Accordingly, the covenants and obligations of Grantee set forth in this Agreement (including, without limitation, the obligation to pay the Lump Sum Payment to Grantor) are expressly subject to the satisfaction (or waiver by Grantee, in its sole and absolute discretion) of the following conditions precedent (collectively, the "**Conditions Precedent**"):

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(a) Grantee has received all necessary permits, approvals and entitlements from all applicable governmental and/or quasi-governmental entities for the construction of the new tower and installation and collocation of equipment on and/or near such tower; and

(b) Construction of the new tower and installation of the additional equipment and collocation on and/or near such tower has been completed.

In the event the Conditions Precedent are not satisfied on or before December 31, 2010, and Grantee does not notify Grantor in writing by such date of Grantee's waiver of the Conditions Precedent (which waiver may be made in Grantee's sole and absolute discretion), then this Agreement will be deemed terminated, and thereafter, neither Grantor nor Grantee shall have any further obligations to the other party under this Agreement.

4. Further Assurances. Each party shall execute and deliver such further instruments and shall take such other action as the other party may reasonably request from time to time in order to carry out the intent of this Agreement.

5. Successors and Assigns. Each and all of the obligations, covenants, conditions and restrictions of this Agreement shall inure to the benefit of and be binding upon and enforceable against, as the case may require, the successors and assigns of Grantor and Grantee.

6. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

7. Attorney's Fees. If either party hereto shall commence any legal action or proceeding against the other to enforce this Agreement (including an action for declaratory relief), the party prevailing shall be entitled to recover from the non-prevailing party all court costs and actual attorneys' fees and disbursements reasonably incurred by the prevailing party.

8. Amendments. Any amendment or supplement to, or waiver of, any provision of this Agreement must be in writing and signed by the party whose obligations are purported to be affected thereby.

9. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

**ITEM 18A**

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

**GRANTOR:**

San Dieguito Union High School District of the  
County of San Diego, State of California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**GRANTEE:**

Crown Castle GT Company LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ITEM 18A

EXHIBIT A

**GRANTOR'S PROPERTY**

ITEM 18A

LEGAL DESCRIPTION OF SA IEGUITO UNION HIGH SCHOOL DIST T PROPERTY  
(TORREY PINES HIGH SCHOOL) U 2139

Title Insurance Policy No. 929051

Parcel I:

The Southeast Quarter of the Northeast Quarter of Section 18, Township 14 South, Range 3 West, San Bernardino Base and Meridian, in the City of San Diego, County of San Diego, State of California, according to official plat thereof.

Excepting therefrom that certain portion of the Southeast Quarter of the Northeast Quarter of Section 18, described as follows:

Beginning at a point in the South line of said Northeast Quarter of Section 18, said point being distant thereon North 89°21'15" West, 10.00 feet from the Southeast Corner of said Northeast Quarter; Thence along a line parallel with and 10.00 feet westerly from the East line of said Northeast Quarter, North 0°25'28" West, 702.70 feet; thence North 89°21'15" West, 310.00 feet; thence South 0°25'28" East, 702.70 feet to a point in the South line of said above mentioned Northeast Quarter of Section 18, thence along said South line South 89°21'15" East, 310.00 feet to the point of beginning.

Parcel II:

The Southwest Quarter of the Northeast Quarter of Section 18, Township 14 South, Range 3 West, San Bernardino Base and Meridian, in the City of San Diego, County of San Diego, State of California,

Excepting the Westerly 330.00 feet thereof.

Also excepting the Westerly 10 acres of that portion of the Southwest Quarter of the Northeast Quarter of said Section 18, lying Easterly of the Easterly line of the Westerly 330.00 feet of said Southwest Quarter of the Northeast Quarter.

Also excepting the Southerly 660 feet of the Easterly 330 feet of the Southwest Quarter of the Northeast Quarter of Section 18, Township 14 South, Range 3 West, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to the official plat of said land.

Title Insurance Policy No. 923733

That portion of the Southeast Quarter of the Northeast Quarter of Section 18, Township 14, South, Range 3 West, San Bernardino Base and Meridian, according to official plat thereof, described as follows:

Beginning at a point in the South line of said Northeast Quarter of Section 18, said point being distant thereon North 89°21'15" West, 10.00 feet from the Southeast corner of said Northeast Quarter; thence along a line parallel with and 10.00 feet westerly from the East line of said Northeast Quarter, North 0°25'28" West, 702.70 feet; thence North 89°21'15" West, 310.00 feet; thence South 0°25'28" East, 702.70 feet to a point in the South line of said above mentioned Northeast Quarter of Section 18; thence along said South line, South 89°21'15" East, 310.00 feet to the point of beginning.

Title Insurance Policy No. 902331

The East 330 feet of the South 660 feet of the Southwest Quarter of the Northeast Quarter of Section 18, Township 14 South, Range 3 West, San Bernardino Base and Meridian.

EXHIBIT "A"



ITEM 18A

EXHIBIT B

**AMENDMENT TO EASEMENT**

ITEM 18A

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Crown Castle GT Company LLC  
Attn: Victoria Peters  
5820 Stoneridge Mall Rd., Suite 300  
Pleasanton, CA 94588

APN: \_\_\_\_\_

Prior recorded document(s) in San Diego County, California:  
Recorded on April 17, 1987, as Document No. 87-10118  
Recorded on April 17, 1987, as Document No. 87-10119

**AMENDMENT TO EASEMENT**

THIS AMENDMENT TO EASEMENT ("**Amendment**") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the San Dieguito Union High School District of the County of San Diego, State of California ("**Grantor**"), whose address is 710 Encinitas Boulevard, Encinitas, California 92024, and Crown Castle GT Company LLC, a Delaware limited liability company ("**Grantee**"), with its national headquarters located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

**RECITALS**

A. Grantor is the owner of certain real property located in the City of San Diego, County of San Diego, State of California, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "**Grantor's Property**").

B. Grantor has granted an easement to Grantee, as successor-in-interest to US West Cellular of California, Inc., a Texas corporation, over certain portions of Grantor's Property pursuant to the terms and conditions of that certain Grant of Easement, dated February 17, 1987, and recorded on April 17, 1987, as Document No. 87-10118, in the Official Records of San Diego County, California ("**Grant of Easement**"), and that certain Easement Agreement, dated February 17, 1987, and recorded on April 17, 1987, as Document No. 87-10119, in the Official Records of San Diego County, California ("**Easement Agreement**," and the Grant of Easement and the Easement Agreement are sometimes collectively referred to herein as the "**Easement**").

C. Grantor and Grantee desire to amend and modify the Easement subject to and in accordance with the terms and conditions set forth herein.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee do hereby amend the Easement as follows:

1. Expansion of Property. Grantor and Grantee have agreed to expand the "Property" (as such term is defined in Section 1 of the Grant of Easement) by approximately seven hundred and twenty-five (725) square feet ("**Expansion Area**") to accommodate the construction of a new communications tower, as well as the installation and collocation of equipment on and/or near such tower. Accordingly, the original Exhibits "A-1" and "B" attached to the Grant of Easement are hereby replaced and

ITEM 18A

superseded by the new description of the Property (including the Expansion Area) attached hereto as Exhibit "B" and incorporated herein by reference.

2. Notice. The parties hereby acknowledge and agree that all notices provided pursuant to the Easement shall be sent to Grantee at the following address:

Crown Castle GT Company LLC  
c/o Crown Castle International Corp.  
E. Blake Hawk, General Counsel  
Attn: Real Estate Department  
2000 Corporate Drive  
Canonsburg, PA 15317-8564

3. Representations and Warranties. Grantor hereby reaffirms the representations and warranties of Grantor set forth in the Easement Agreement (including, without limitation, Section 12 thereof), and hereby represents and warrants that such representations and warranties are true and correct as of the date hereof.

4. Ratification and Adoption. Grantor and Grantee hereby ratify and readopt the Easement as modified by this Amendment, and agree that each and every provision of the Easement, as modified by this Amendment, shall continue in full force and effect.

5. References. All references in the Grant of Easement and/or the Easement Agreement to the term "Property" shall mean the Property as amended by this Amendment to include the Expansion Area.

6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Amendment as of the date set forth above.

**GRANTOR:**

San Dieguito Union High School District of the  
County of San Diego, State of California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**GRANTEE:**

Crown Castle GT Company LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ITEM 18A

STATE OF CALIFORNIA        )  
  )  
COUNTY OF \_\_\_\_\_ )        ss.

On \_\_\_\_\_, 2010, before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
(Signature)

STATE OF CALIFORNIA        )  
  )  
COUNTY OF \_\_\_\_\_ )        ss.

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\_\_\_\_\_  
(Signature)

**ITEM 18A**

**EXHIBIT "A" TO AMENDMENT TO EASEMENT  
GRANTOR PROPERTY**

ITEM 18A

LEGAL DESCRIPTION OF SA IEGUITO UNION HIGH SCHOOL DIST T PROPERTY  
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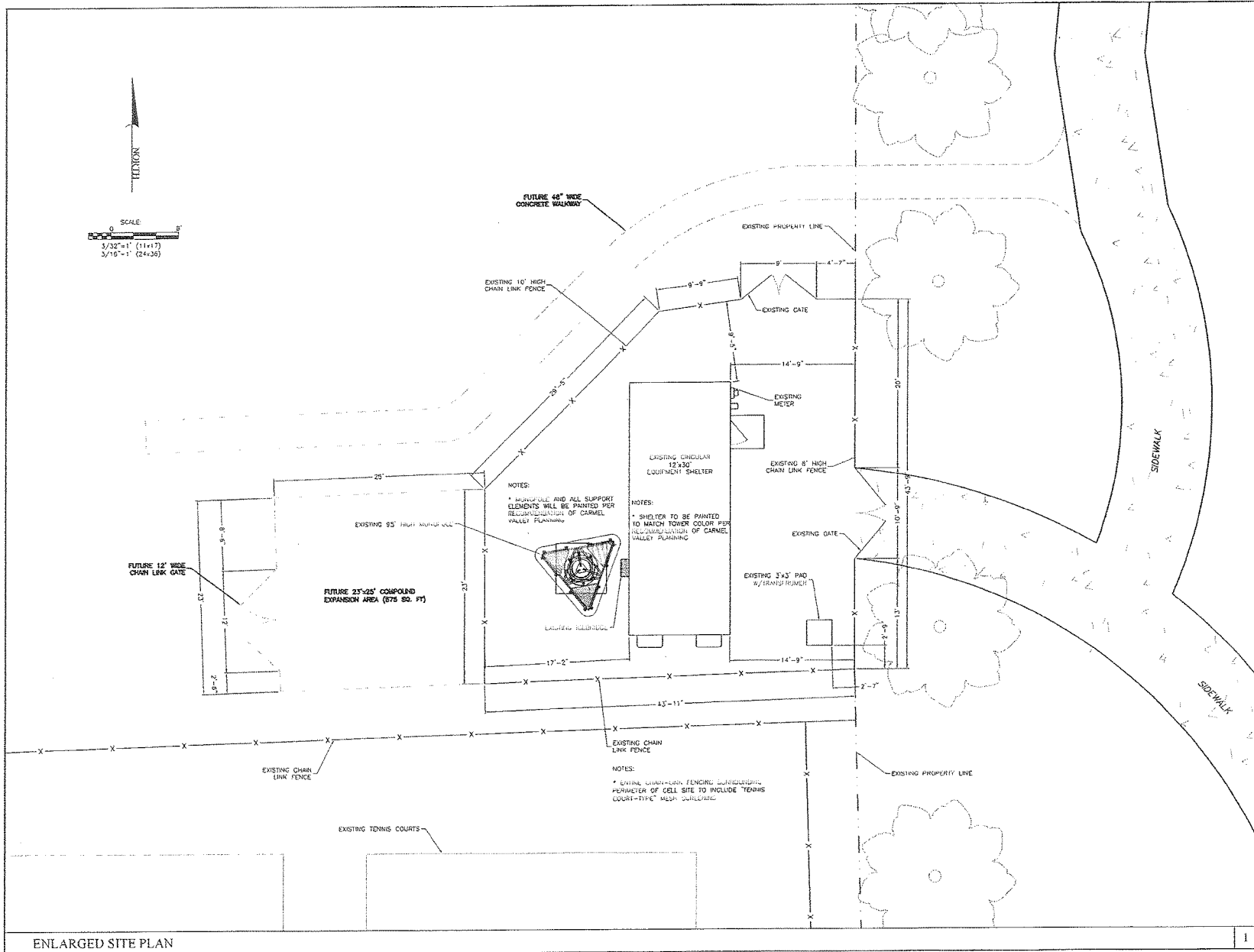
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The East 330 feet of the South 660 feet of the Southwest Quarter of the Northeast Quarter of Section 18, Township 14 South, Range 3 West, San Bernardino Base and Meridian.

**ITEM 18A**

**EXHIBIT "B" TO AMENDMENT TO EASEMENT  
PROPERTY (INCLUDING EXPANSION AREA)**

ITEM 18A



**Dyna Limited**

TELECOMMUNICATIONS SERVICES  
7134 Brookwood Drive  
Dowdfield, OH 44403  
Phone: 330-448-4334  
Fax: 330-448-4337  
www.dynaltd.com

PROJ. NO.: 5404

DRAWN BY: TM

SHEET NO.: DCR

**SUBMITTALS**

0	2/17/06	FINAL REVISED
1	4/24/06	FINAL REVISED
2	6/16/07	FINAL REVISED
3	10/21/06	FINAL
4	12/16/06	REVISED SITE LAYOUT
5	5/29/06	REVISED RE-INSTALLATION
6	5/22/06	FINAL
7	8/29/06	UPDATED SURVEY
8	5/10/06	ISSUED 100' STEALTH TOWER
9	5/2/06	ISSUED FOR PERMIT

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROVIDED IN FULL DISCLOSURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CLIENT NAME IS STRICTLY PROHIBITED.

**DEL MAR #814567**  
370 DEL MAR HEIGHTS ROAD  
SAN DIEGO, CA 92122

SHEET TITLE:  
**ENLARGED SITE PLAN**

SHEET NUMBER:  
**A-1.1**

ENLARGED SITE PLAN



ITEM 18B

Resolution of Intention to Dedicate )  
Interest in Real Property )  
\_\_\_\_\_)

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

WHEREAS, Crown Castle GT Company LLC, a Delaware limited liability company, has requested this Board to dedicate an interest in real property to said applicant for purposes set forth below; and

WHEREAS, in the judgment of this Board public convenience makes it expedient that said request be granted; NOW THEREFORE

BE IT RESLOVED AND ORDERED pursuant to the provisions of the Education Code, Section 17556, et seq., that the Governing Board of the San Dieguito Union High School District of the County of San Diego, State of California, hereby declares that it is the intention of this Board to dedicate to Crown Castle GT Company LLC, a Delaware limited liability company, upon the terms and conditions that are set forth in that certain form entitled "Amendment to Easement", a copy of which is attached hereto, marked Exhibit "A" and by this reference made a part hereof, an easement in real property belonging to said District and more particularly described in said Exhibit "A" to expand the current easement by approximately seven hundred and twenty-five (725) feet to accommodate the construction of a new communications tower, as well as the installation and collocation of equipment on and/or near such tower.

BE IT RESLOVED AND ORDERED that a public meeting be held by this Board at its regular place of meeting, San Dieguito Union High School District, 710 Encinitas Boulevard, Encinitas, California, on April 15, 2010 at 6:30 p.m., at which time all persons interested may appear and show cause, if any they have, why said dedication should not be made.

BE IT RESOLVED AND ORDERED that a notice of the adoption of this resolution and of the time and place of holding said meeting shall be given by posting copies of said resolution, signed by the members of this Board, or by a majority thereof, in three (3) public places in said District not less than (10) days before the date of the meeting and by publishing the notice attached hereto, marked Exhibit "B", once not less than (5) days before the date of the meeting in North County Times, a newspaper of general circulation published in the District in which this District is located and having a general circulation in the District.

ITEM 18B

Resolution of Intention to Dedicate  
Interest in Real Property  
(Continued)

PASSED AND ADOPTED by the Governing Board of the San Dieguito Union  
High School District of San Diego County, California, this 18th day of March 2010.

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Barbara Groth

---

Beth Hergesheimer

---

Joyce Dalessandro

---

Deanna Rich

---

Linda Friedman

Members of the Governing Board of the San Dieguito  
Union High School District

ITEM 18B

**Exhibit “A”**

“Easement”

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Crown Castle GT Company LLC  
Attn: Victoria Peters  
5820 Stoneridge Mall Rd., Suite 300  
Pleasanton, CA 94588

APN: \_\_\_\_\_

Prior recorded document(s) in San Diego County, California:  
Recorded on April 17, 1987, as Document No. 87-10118  
Recorded on April 17, 1987, as Document No. 87-10119

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**RECITALS**

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C. Grantor and Grantee desire to amend and modify the Easement subject to and in accordance with the terms and conditions set forth herein.

**AGREEMENT**

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ITEM 18B

superseded by the new description of the Property (including the Expansion Area) attached hereto as Exhibit "B" and incorporated herein by reference.

2. Notice. The parties hereby acknowledge and agree that all notices provided pursuant to the Easement shall be sent to Grantee at the following address:

Crown Castle GT Company LLC  
c/o Crown Castle International Corp.  
E. Blake Hawk, General Counsel  
Attn: Real Estate Department  
2000 Corporate Drive  
Canonsburg, PA 15317-8564

3. Representations and Warranties. Grantor hereby reaffirms the representations and warranties of Grantor set forth in the Easement Agreement (including, without limitation, Section 12 thereof), and hereby represents and warrants that such representations and warranties are true and correct as of the date hereof.

4. Ratification and Adoption. Grantor and Grantee hereby ratify and readopt the Easement as modified by this Amendment, and agree that each and every provision of the Easement, as modified by this Amendment, shall continue in full force and effect.

5. References. All references in the Grant of Easement and/or the Easement Agreement to the term "Property" shall mean the Property as amended by this Amendment to include the Expansion Area.

6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Amendment as of the date set forth above.

**GRANTOR:**

San Dieguito Union High School District of the  
County of San Diego, State of California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**GRANTEE:**

Crown Castle GT Company LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ITEM 18B

STATE OF CALIFORNIA        )  
  )  
COUNTY OF \_\_\_\_\_ )        ss.

On \_\_\_\_\_, 2010, before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
(Signature)

STATE OF CALIFORNIA        )  
  )  
COUNTY OF \_\_\_\_\_ )        ss.

On \_\_\_\_\_, 2010, before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
(Signature)

**ITEM 18B**

**EXHIBIT "A" TO AMENDMENT TO EASEMENT  
GRANTOR PROPERTY**

LEGAL DESCRIPTION OF SA IEGUITO UNION HIGH SCHOOL DIST T PROPERTY  
(TORREY PINES HIGH SCHOOL) C 2139

Title Insurance Policy No. 929051

Parcel I:

The Southeast Quarter of the Northeast Quarter of Section 18, Township 14 South, Range 3 West, San Bernardino Base and Meridian, in the City of San Diego, County of San Diego, State of California, according to official plat thereof.

Excepting therefrom that certain portion of the Southeast Quarter of the Northeast Quarter of Section 18, described as follows:

Beginning at a point in the South line of said Northeast Quarter of Section 18, said point being distant thereon North 89°21'15" West, 10.00 feet from the Southeast Corner of said Northeast Quarter; Thence along a line parallel with and 10.00 feet westerly from the East line of said Northeast Quarter, North 0°25'28" West, 702.70 feet; thence North 89°21'15" West, 310.00 feet; thence South 0°25'28" East, 702.70 feet to a point in the South line of said above mentioned Northeast Quarter of Section 18, thence along said South line South 89°21'15" East, 310.00 feet to the point of beginning.

Parcel II:

The Southwest Quarter of the Northeast Quarter of Section 18, Township 14 South, Range 3 West, San Bernardino Base and Meridian, in the City of San Diego, County of San Diego, State of California,

Excepting the Westerly 330.00 feet thereof.

Also excepting the Westerly 10 acres of that portion of the Southwest Quarter of the Northeast Quarter of said Section 18, lying Easterly of the Easterly line of the Westerly 330.00 feet of said Southwest Quarter of the Northeast Quarter.

Also excepting the Southerly 660 feet of the Easterly 330 feet of the Southwest Quarter of the Northeast Quarter of Section 18, Township 14 South, Range 3 West, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to the official plat of said land.

Title Insurance Policy No. 923733

That portion of the Southeast Quarter of the Northeast Quarter of Section 18, Township 14, South, Range 3 West, San Bernardino Base and Meridian, according to official plat thereof, described as follows:

Beginning at a point in the South line of said Northeast Quarter of Section 18, said point being distant thereon North 89°21'15" West, 10.00 feet from the Southeast corner of said Northeast Quarter; thence along a line parallel with and 10.00 feet westerly from the East line of said Northeast Quarter, North 0°25'28" West, 702.70 feet; thence North 89°21'15" West, 310.00 feet; thence South 0°25'28" East, 702.70 feet to a point in the South line of said above mentioned Northeast Quarter of Section 18; thence along said South line, South 89°21'15" East, 310.00 feet to the point of beginning.

Title Insurance Policy No. 902331

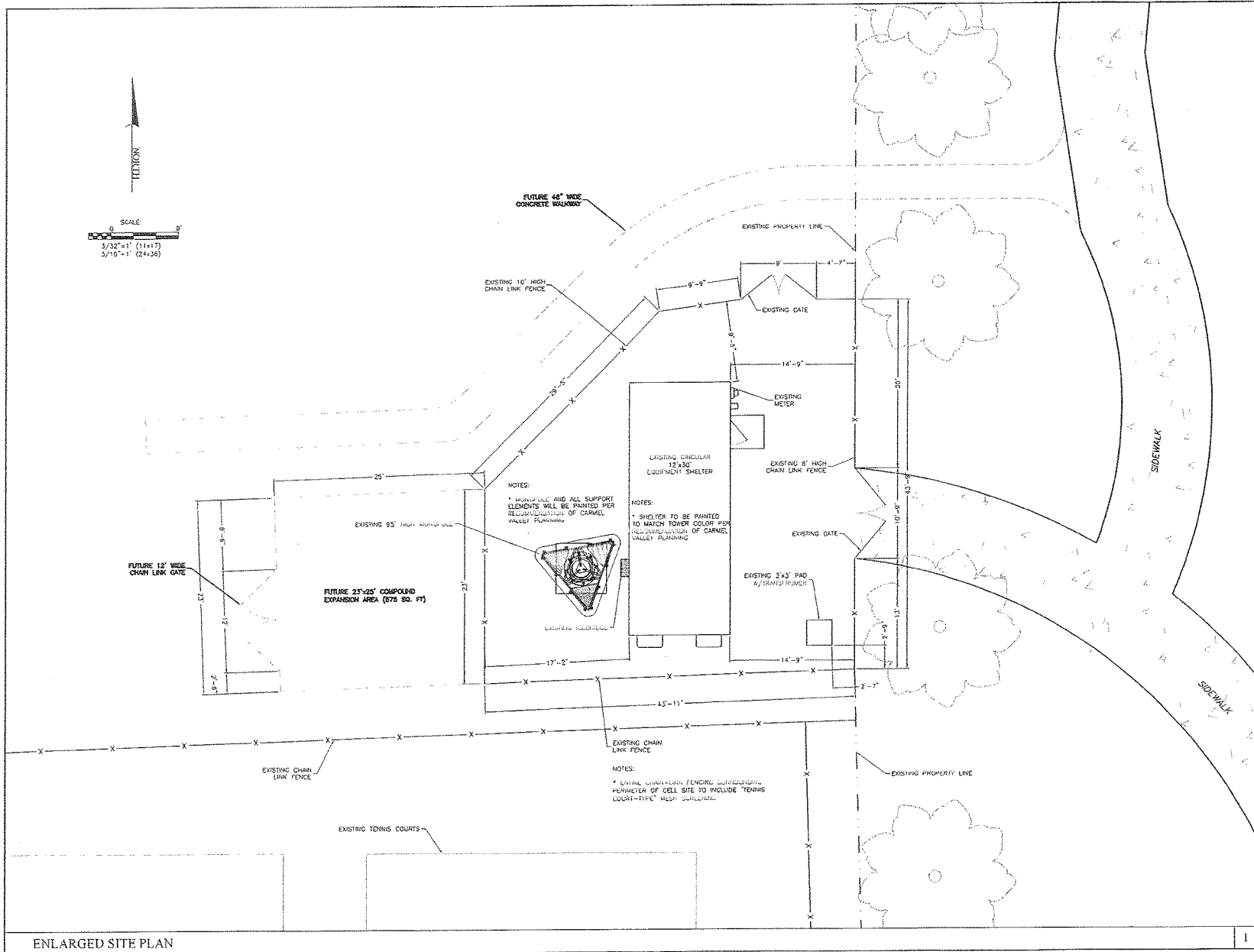
The East 330 feet of the South 660 feet of the Southwest Quarter of the Northeast Quarter of Section 18, Township 14 South, Range 3 West, San Bernardino Base and Meridian.



**ITEM 18B**

**EXHIBIT "B" TO AMENDMENT TO EASEMENT  
PROPERTY (INCLUDING EXPANSION AREA)**

ITEM 18B



**CROWN CASTLE**  
TELECOMMUNICATIONS SERVICES

**Dyna Limited**  
TELECOMMUNICATIONS SERVICES  
7134 Brookwood Drive  
Dowdfield, OH 44403  
Phone: 330-448-4334  
Fax: 330-448-4337  
www.dynaltd.com

**PROJ. NO.:** 5404

**DRAWN BY:** TM

**CHECKED BY:** DCB

**SUBMITTALS**

9	2/17/06	FINAL REVISED
8	4/24/05	FINAL REVISED
7	6/16/07	FINAL REVISED
6	10/21/05	FINAL
5	12/16/04	REVISED SITE LAYOUT
4	5/29/06	REVISED RE-INSTALLATION
3	4/22/06	FINAL
2	8/2/06	UPDATED SURVEY
1	5/10/06	ISSUED 100' STEALTH TOWER
0	5/2/04	ISSUED FOR PERMIT

THE USE OF ANY INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROHIBITED BY LAW. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CLIENT NAME IS STRICTLY PROHIBITED.

**DEL MAR #814567**  
370 DEL MAR HEIGHTS ROAD  
SAN DIEGO, CA 92122

**SHEET TITLE:**  
**ENLARGED SITE PLAN**

**SHEET NUMBER:**  
**A-1.1**

ENLARGED SITE PLAN

EXHIBIT "B"

NOTICE OF INTENTION TO DEDICATE  
AN INTEREST IN REAL PROPERTY

NOTICE IS HEREBY GIVEN that the Governing board of the San Dieguito Union High School District on March 18, 2010, adopted a resolution of intention to dedicate to Crown Castle GT Company LLC, a Delaware limited liability company, an amended easement on property of this District located at Torrey Pines High School, 3710 Del Mar Heights Road, San Diego, California, County of San Diego, State of California, to expand the current easement by approximately seven hundred and twenty-five (725) feet to accommodate the construction of a new communications tower, as well as the installation and collocation of equipment on and/or near such tower (a description of the purposes of the easement, of the route therein and other particulars of the dedication are on file and may be examined in the office of the Director of Planning and Financial Management of the San Dieguito Union High School District) and has set 6:30 o'clock, p.m., April 15, 2010, at San Dieguito Union High School District, 710 Encinitas Blvd., Encinitas, California for a public hearing upon the question of making such dedication, at which time interested parties may appear and protest.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

By: Joyce Dalessandro  
Clerk

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** March 11, 2010

**BOARD MEETING DATE:** March 18, 2010

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

**SUBJECT:** BUDGET REDUCTION TARGETS, 2010-11

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### EXECUTIVE SUMMARY

The San Dieguito Union High School District faces a gap between actual revenues and estimated expenditures of approximately \$7.5 million per year for each of the next three years. This gap exists not because expenditures are increasing dramatically, but rather is the result of a precipitous decline in revenues. Resources are insufficient to support this deficit spending over time.

For budget planning and preparation purposes, it will be necessary to reduce expenditures for 2010-11 by approximately \$3.5 million and for 2011-13 by approximately \$1 million for each of those two successive years. Should the district see an increase in revenue, then the target amounts for reduction could be reduced.

The attached documents provide a three year analysis of the impact of these reduction targets and provides detail of where reductions for 2010-11 need to occur.

### RECOMMENDATION:

This item is presented for Board discussion and input.

### FUNDING SOURCE:

N/A  
KN/bb

ITEM 19

**2010-11 Budget Reduction Targets**

Schools: Certificated	\$1,750,000
Schools: Classified	\$200,000
District Office Support Positions	\$900,000
Maintenance & Operations Support Positions	\$185,000
Expenditures Unspent – Permanent Reductions	\$500,000
Transportation	100,000
<b>Total of Target Reductions</b>	<b>\$3,635,000</b>