



Union High School District

**BOARD OF TRUSTEES  
REGULAR BOARD MEETING**

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

**Superintendent**  
Ken Noah

**APRIL 15, 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, APRIL 15, 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). (1 case - Soval v. San Dieguito Union High School District, Case # 37-2009-00085480-CU-BC-CTL)
  - 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, MARCH 11<sup>TH</sup>, 2010 FACILITIES ACTION PLAN BOARD WORKSHOP AND MARCH 18<sup>TH</sup>, 2010 REGULAR MEETING  
Motion by \_\_\_\_\_, second by \_\_\_\_\_, to approve the Minutes of the March 11<sup>th</sup> and March 18<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, OAK CREST MIDDLE SCHOOL ..... TERRY CALEN, 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.

B. APPROVAL/RATIFICATION OF AGREEMENTS

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

1. California State University San Marcos for student teacher training, during the period of July 1, 2010 through June 30, 2015.

**13. EDUCATIONAL SERVICES**

A. APPROVAL/RATIFICATION OF AGREEMENTS

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

1. PLATO, Inc. dba PLATO Learning to provide online credit recovery software solutions and professional services, during the period of April 16, 2010 through July 31, 2011, for an amount not to exceed \$170,005.20, to be expended from the General Fund 03-00.

B. APPROVAL/RATIFICATION OF AMENDMENT TO AGREEMENTS

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

1. School Wise Press to provide Spanish versions of the SARC report for Oak Crest Middle School for the 2008-2009 school year, during the period of July 1, 2009 through June 30, 2010, for an amount not to exceed \$500.00, to be expended from the General Fund 03-00.

**14. PUPIL SERVICES**

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

(None Submitted)

B. APPROVAL/RATIFICATION OF AGREEMENTS

(None Submitted)

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. Novell Inc., extend the existing SLA contract to provide district wide network and desktop software licenses and technical support, during the period May 1, 2010 through April 30, 2011, for an amount not to exceed \$30,500.00, to be expended from the General Fund 03-00.
2. Roesling Nakamura Terada Architects, Inc. to provide design, contract document preparation and construction administration support for the Shade Structure Project at Carmel Valley Middle School, during the period March 24, 2010 through July 1, 2010, for an amount not to exceed \$5,520.00 plus reimbursable expenses, to expended from the Capital Facilities Fund 25-19.
3. The Regents of the University of California to provide online advanced placement and college preparatory courses, during the period March 24, 2010 through June 30, 2012, at no cost to the district.
4. Wilsound Audio Services to provide a sound system and operator for San Dieguito High School Academy on June 18, 2010, for an amount not to exceed \$1,000.00, to be expended from the General Fund 03-00.
5. Ferandell Tennis Courts, Inc. to provide runway track cleaning services at Torrey Pines High School and La Costa Canyon High School on an as-needed basis, at the rate of \$650.00 per cleaning, per site, to be expended from the General Fund 03-00.
6. Raphael's Party Rentals to provide a stage rental for Diegueño Middle School on April 21, 2010, in the amount of \$297.75, to be expended from the General Fund 03-00.
7. Reynolds Consulting Group, Inc. to provide mandated cost reimbursement services, during the period July 1, 2010 through June 30, 2011, with options to renew two additional one year periods, for an amount not to exceed \$30,000.00 per fiscal year, to be expended from the General Fund 03-00.

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. Siemens Building Technologies, Inc. to begin work on phase IV of the mechanical, operational, and energy efficiency related improvements at Torrey Pines High School, as noted in the energy service contract, to be performed upon receipt of a written notice to proceed from the District, for an amount not to exceed \$269,200.00, to be expended from the Capital Facilities Fund 25-19.
2. Digital Schools of California, LLC for services-based detailed application software for human resources, budgeting, and payroll management, to create a bridge between the Digital Schools software suite to the San Diego County Office of Education payroll system and provide continued bridge maintenance, during the period April 15, 2010 through June 30, 2011, for a onetime fee of \$10,000.00 plus a monthly charge of \$0.25 per full time employee, to be expended from the General Fund 03-00.
3. Urban Tree Care, Inc., for district wide tree trimming services, extending the contract period from May 1, 2010 through April 30, 2011, with no changes to the contract, to be expended from the fund to which the project is charged.
4. Chevron Energy Solutions Company, a Division of Chevron U.S.A. Inc. (Chevron ES), for the implementation of Solar Improvements, to extend the amount of time San Dieguito Union High School District has to obtain necessary financing on or before May 10, 2010.

C. APPROVAL OF AMENDMENT TO CONTRACT / LEASE-LEASEBACK

Approve the amendment to the lease-leaseback contract with Barnhart-Balfour Beatty, Inc. fka Douglas E. Barnhart, Inc. to add the San Dieguito High School Academy site for the Visual and Performing Arts Center project and establish a Guaranteed Maximum Price for the improvements, to be expended from Mello Roos Funds, School Facility Fund 35-00, Special Reserves Fund 40-00, and San Dieguito Academy Foundation contributions deposited directly

into Special Reserves Fund 40-00, and authorize Christina M. Bennett, Eric R. Dill or Stephen G. Ma to execute all pertinent documents.

D. AWARD/RATIFICATION OF CONTRACTS

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

1. Fredericks Electric, Inc. for Electrical Services – District Wide, during the period May 1, 2010 through April 30, 2011, with options to renew two additional one year periods, at the unit prices listed on the attachment, to be expended from the fund to which the project is charged.

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 Warrant

**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 - 22)**

16. ADOPTION OF RESOLUTION, CLASSIFIED EMPLOYEES' WEEK, MAY 16- 22, 2010

Motion by \_\_\_\_\_, second by \_\_\_\_\_, to adopt May 16-22, 2010, as Classified Employees' Week, as shown in the attached supplement.

17. ADOPTION OF RESOLUTION DEDICATING AN INTEREST IN REAL PROPERTY

A. PUBLIC HEARING

B. ADOPTION OF RESOLUTION

Motion by \_\_\_\_\_, second by \_\_\_\_\_, to adopt the attached Resolution Dedicating an Interest in Real Property to Crown Castle GT Company LLC over an amended easement to expand the easement by approximately seven hundred and twenty-five (725) square 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 at Torrey Pines High School.

18. ADOPTION OF RESOLUTION / SOLAR PROJECTS / CANYON CREST ACADEMY & LA COSTA CANYON HIGH SCHOOLS

Motion by \_\_\_\_\_, second by \_\_\_\_\_, to adopt the Resolution of the Board of Trustees of the San Dieguito Union High School District Authorizing Certain Actions Relating to the Issuance of the San Dieguito Public Facilities Authority Lease Revenue Bonds and Distribution of an Official Statement.

19. HOME-TO-SCHOOL TRANSPORTATION

This item is being presented for Board discussion and direction. Three possible options for addressing this issue are presented in the attached supplements.

- 20. APPROVAL OF RATIFICATION OF CONTRACT EXTENSION, SAN DIEGUITO FACULTY ASSOCIATION  
Approval of Ratification of Contract Extension with San Dieguito Faculty Association, (SDFA), as shown in the attached supplement.  
Motion by \_\_\_\_\_, second by \_\_\_\_\_, to approve the Ratification of SDFA Contract Extension, as presented.
- 21. ADOPTION OF RESOLUTION / TAX & REVENUE ANTICIPATION NOTES (TRANS) FOR 2010-11  
Motion by \_\_\_\_\_, second by \_\_\_\_\_, to adopt the attached Resolution for Tax and Revenue Anticipation Notes (TRANS) for fiscal year 2010-11.
- 22. ADOPTION OF RESOLUTION, LAYOFF OF ONE CLASSIFIED EMPLOYEE IN SPECIALLY FUNDED PROGRAM  
Motion by \_\_\_\_\_, second by \_\_\_\_\_, to adopt the attached Resolution approving the layoff of one Classified employee in a specially funded program.

**INFORMATION ITEMS..... (ITEMS 23 – 31)**

- 23. SDUHSD SCHOOL ACCOUNTABILITY REPORT CARDS, (SARC), 2008-09  
This item is being submitted for first read and will be resubmitted for approval on May 4, 2010.
- 24. BUSINESS SERVICES UPDATE..... STEVE MA, ASSOCIATE SUPERINTENDENT
- 25. HUMAN RESOURCES UPDATE ..... TERRY KING, ASSOCIATE SUPERINTENDENT
- 26. EDUCATIONAL SERVICES UPDATE..... RICK SCHMITT, ASSOCIATE SUPERINTENDENT
- 27. 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)
- 28. FUTURE AGENDA ITEMS
- 29. 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). (1 case - Soval v. San Dieguito Union High School District, Case # 37-2009-00085480-CU-BC-CTL)
- D. Consideration and/or deliberation of student discipline matters (2 cases)

- 30. REPORT FROM CLOSED SESSION (AS NECESSARY)
- 31. MEETING ADJOURNED

*The next regularly scheduled Board Meeting will be held on **Tuesday, May 4, 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.*

**BOARD WORKSHOP  
MINUTES**

**THURSDAY, MARCH 11, 2010  
12:00 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 11, 2010, at 12:00 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  
John Addleman, Director of Planning & Financial Management  
Eric Dill, Executive Director, Business Services  
Russ Thornton, Executive Director, Maintenance & Operations  
Becky Banning, Recording Secretary

1. CALL TO ORDER – The meeting was called to order at 12:01 PM.

**INFORMATION ITEM**

2. UPDATE, FACILITIES ACTION PLAN

Mr. Ma, Mr. Thornton and Mr. Addleman gave an overview of the planning process of the Facilities Action Plan. The Board reviewed specific school site improvement recommendations, discussed funding considerations and legitimate next steps.

The Facilities Action Plan update included a review of capacities, enrollment projections, middle school and high school housing needs, and analysis of existing facilities.

The Board also considered project cost estimates and discussed potential funding mechanisms available through government grants, developer fees and donations, and various local funding mechanisms such as parcel taxes and General Obligation (GO) Bonds.

ITEM 6

Mr. Ma explained the differences between District-Wide GO Bonds and School Facilities Improvement District GO Bonds, both of which would require voter approval.

Next steps will include the development of a Facilities Action plan that will consider defensible reasons for a General Obligation Bond.

3. ADJOURNMENT – Meeting was adjourned at 1:49 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



Union High School District

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

MARCH 18, 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  
Bruce Cochrane, Executive Director, Pupil Services  
Eric Dill, Executive Director, Business Services  
Laurie Francis, Principal, Carmel Valley Middle School  
Becky Banning, Recording Secretary

3. CALL TO ORDER ..... (ITEM 3)

The regular meeting of the Board of Trustees was called to order at 6:33 PM.

**ITEM 6**

- 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 #714314 and Student #571597. No other action was taken.
- 6. APPROVAL OF MINUTES / REGULAR MEETING AND BOARD WORKSHOP, MARCH 4, 2010 ..... (ITEM 6)  
It was moved by Ms. Friedman, seconded by Ms. Hergesheimer, that the Minutes of the March 4<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)  
The Board attended a Facilities Action Plan Workshop on March 11, 2010.  
Ms. Groth attended a San Diego County School Boards Association meeting.  
Ms. Hergesheimer attended a General Plan Advisory Committee meeting with the City of Encinitas.  
Ms. Rich reminded the Board about regional Legislative Action Network Meeting scheduled for the following week.
- 9. SUPERINTENDENT’S REPORTS, BRIEFINGS AND LEGISLATIVE UPDATES ..... (ITEM 9)  
Superintendent Noah announced that the Ninth District PTA and the California State PTA have challenged all PTA groups throughout the region to sign a petition to qualify the Local Control of Local Classrooms Funding Act. The goal will be to collect 1 million signatures by the beginning of April to ensure that the measure qualifies for the November 2010 statewide ballot. Currently, passing local parcel taxes requires a supermajority vote of two-thirds. The Local Control of Local Classrooms Funding Act would lower the passage rate to 55 percent, making it easier for communities to invest in their local schools.  
California School Boards Association has sent out a call for workshop or table talk proposals for the upcoming CSBA conference in December, 2010.  
Mr. Noah, Mr. Steve Ma and Board President Barbara Groth traveled to Sacramento recently with other area Basic Aid districts, for a meeting with Schools for Sound Finance to discuss Basic Aid Funding.  
The district will be receiving a letter from Del Mar School Board requesting that San Dieguito Union High School District adjust the instructional calendar for the next three years to coincide with their district’s instructional calendar, by having a non-instructional week in February.
- 10. CARMEL VALLEY MIDDLE SCHOOL UPDATE ..... LAURIE FRANCIS, PRINCIPAL  
Principal Francis reported on highlights at Carmel Valley, including a current API score of 962, placing them in first place in the county. Student enrollment in grade level math or higher is at 93%, and almost 50% in Honors English. Carmel Valley took first place in the Math Counts competition and is now headed to Nationals in May. Programs like Data Director provide timely access to areas for improvement, and common formative assessments have been aligned and implemented in all four academic areas.  
Saturday Seminar has been split into two sessions; the first half provides opportunity for academic help, and the second addresses behavior intervention. Next year, guest speakers will be incorporated into the behavior intervention program. Other improved programs include the Before-School Enrichment Program, the Productive Academic Work-time or PAW program, and the AVID program, which, along with AVID accreditation, has now been remodeled and has a new teacher.

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

It was moved by Ms. Rich, seconded by Ms. Dalessandro, 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

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

**ITEM 6**

\$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

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

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

It was moved by Nick Lawson, seconded by Allison Yamamoto, to adopt the Budget Resolution, as presented. Motion unanimously carried.

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

It was moved by Ms. Rich, seconded by Ms. Friedman, to adopt May 4<sup>th</sup>, 2010, as Day of The Teacher, as presented. Motion unanimously carried.

**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**

It was moved Ms. Friedman, seconded by Ms. Hergesheimer, 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. Motion unanimously carried.

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

It was Ms. Dalessandro, seconded by Allison Yamamoto, 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. Motion unanimously carried.

ITEM 6

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

19. BUDGET REDUCTION TARGETS, 2010-11 ..... KEN NOAH, SUPERINTENDENT

This item was presented as an information item for Board review. A revision of the document was distributed. (See attached).

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

Mr. Ma addressed the Governor’s 2010-11 proposal regarding Home To School program funding as explained in Proposition 98 and K-12 Education, and presented a cost comparison between 2009-10 and 2010-11 school years. Mr. Ma also gave an update on the recent Federal Jobs Bill and its impact on funds for the district’s Solar Project. A financing schedule from March 22<sup>nd</sup> through May 4<sup>th</sup> was reviewed.

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

Ms. King reported on the status of the assistant principal openings at Canyon Crest and San Dieguito Academies. Ms. King also announced the selection of Mark Chen as the new BTSA Coordinator, replacing Kathy Hicks, who is retiring effective the end of this year.

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

No updates given.

23. PUBLIC COMMENTS

The following members of the public addressed the Board of Trustees:

- Mr. Jerry Galiley, Teacher, Torrey Pines High School  
Mr. Galiley has announced his decision to retire and came to thank the Board of Trustees for their support and dedication, stating that they have made this the best district in which anyone can work. Mr. Galiley retires after 39 years of dedicated service to the San Dieguito Union High School District.
- Mr. J. Warren, Parent / Community Member  
Shared concerns about procedures currently in place for students needing to make up a grade after a long-term absence.
- Casey Warren, Student / Community Member  
Casey, who was joined by two of his classmates, suggested ways to help students succeed after returning to school from long-term absences.

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 7:55 PM.

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

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

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

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

## 2009-12 Budget Summary

ITEM 6

Scenario 1	2009-10	2010-11	2011-12	2012-13
Revenue	99,748,958	95,320,768	97,055,831	99,074,592
Expenditures	101,016,171	102,794,580	104,474,126	106,459,135
Balance (Excess or Deficit)	-1,267,213	-7,473,812	-7,418,295	-7,384,543
Beginning Reserves	18,722,242	17,455,029	9,981,217	2,562,922
Ending Reserves	17,455,029	9,981,217	2,562,922	-4,821,621

ITEM 6

2010-11 Budget Reduction Targets

Schools: Certificated	\$1,750,000
Schools: Classified	\$200,000
District Office Support Positions	\$950,000
Maintenance & Operations Support Positions	\$200,000
Expenditures Unspent – Permanent Reductions	\$500,000
<b>Total of Target Reductions</b>	<b>\$3,600,000</b>

## 2009-12 Budget Summary

ITEM 6

Scenario 2	2009-10	2010-11	2011-12	2012-13
Revenue	99,748,958	95,320,768	97,055,831	99,074,592
Expenditures	101,016,171	99,300,000	100,000,000	102,000,000
Balance (Excess or Deficit)	-1,267,213	-3,979,232	-2,944,169	-2,925,408
Beginning Reserves	18,722,242	17,455,029	13,475,029	10,530,860
Ending Reserves	17,455,029	13,475,797	10,530,860	7,605,452

Reduce Expenditures in 2010 by \$3.5m

Reduce Expenditures (Increase Revenue) in 2011 and 2012 by \$1m



# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** March 31, 2010

**BOARD MEETING DATE:** April 15, 2010

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

**SUBJECT:** ACCEPTANCE OF GIFTS AND DONATIONS

.....

### EXECUTIVE SUMMARY

The district administration is requesting acceptance of gifts and donations to the district as shown on the following 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  
APRIL 15, 2010**

ITEM 11A

<b>Donation</b>	<b>Purpose</b>	<b>Donor</b>	<b>Department</b>	<b>School Site</b>
\$151.95	General Donation	Johnson & Johnson	Miscellaneous	CCA
\$25.00	General Donation	Mission Federal Credit Union	Miscellaneous	CCA
3 Bicycles/Value of \$310	Bike Drive/Emmanuel Yeboah of Ghana	Alicia Mapes	PE Dept / Kasey Galic / APE	CVMS
\$20.00	Materials	Diegueno Parents	Science Lab	DNO
\$1,268.60	Supplies & Technology	Diegueno Parents / Great American Spellcheck	English Dept.	DNO
\$500.00	READI Program	Teen Volunteers in Action	DO Pupil Services	DO
\$2,130.00	Implement Explore Exam Program	EW ASB	8th Grade	EWMS
\$210.00	Bus Transportation / 2 Substitute Teachers	OCMS Parents	Birch Aquarium Field Trip	OCMS
\$2,850.00	Costs Associated with EXPLORE Tests	OCMS ASB	EXPLORE Tests	OCMS
\$17,467.00	Multiple Mini-grants	Oak Crest Foundation	12 Departments	OCMS
\$2,800.00	Program Funding	SDAF Music Council / SDA Foundation	Artist in Residence Program	SDA
\$4,623.00	Department Accounts	SDA Foundation	8 Departments	SDA
\$1,625.25	Wages / Theater Tech	SDA Foundation	Theater	SDA
\$2,000.00	General Donation	AT Human USA	Japanese Program	SDA
\$1,500.00	General Donation	UCLA	Science Dept.	TPHS
No Value Given	Laboratory Supplies	Exelixis, Inc.	Science Dept.	LCC

**\$37,170.80 Monetary Donations****\$310.00 Value of Donated Items****\$37,480.80 TOTAL VALUE**

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** March 31, 2010

**BOARD MEETING DATE:** April 15, 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**  
**APRIL 15, 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
3/27 - 3/28/10 Ratification	TPHS	Killmar	Genelle	Academic Team	5	2	Nat'l All-Star Quizbowl Tourn./CA Team Competition	LA	CA	None	ASB/TPHS Foundation
5/29-5/30/10	TPHS	Killmar	Genelle	Academic Team	8	2	NAQT Nat'l HS Championship	Chicago	IL	2 days	ASB/TPHS Foundation
6/05-6/06/10	TPHS	Killmar	Genelle	Academic Team	8	2	PACE Nat'l Scholastics Championship	Fairfax	VA	3 days	ASB/TPHS Foundation

\* 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:** April 2, 2010

**BOARD MEETING DATE:** April 15, 2010

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

**SUBMITTED BY:** Ken Noah  
Superintendent

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

-----

### EXECUTIVE SUMMARY

Please find the following Personnel actions attached for Board Approval:

#### Certificated

Employment  
Change in Assignment  
Resignation

#### Classified

Employment  
Change in Assignment  
Resignation

#### RECOMMENDATION:

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

#### FUNDING SOURCE:

General Fund

ITEM 12A

## PERSONNEL LIST

### CERTIFICATED PERSONNEL

#### Employment

1. **Stuart Blumer**, 20% Temporary Retired Teacher (CSMART - robotics) at Oak Crest for the 2010-11 school year, effective 8/24/10 through 6/17/11.
2. **Sarah Kaye**, 40% Temporary Teacher (dance) at Torrey Pines for the 2010-11 school year, effective 8/24/10 through 6/17/11.
3. **Rayna Stohl**, 67% Temporary Teacher (dance) at Canyon Crest Academy for the 2010-11 school year, effective 8/24/10 through 6/17/11.

#### Change in Assignment

1. **Elise Davies**, Change in Assignment from permanent Teacher (social science) at Torrey Pines to probationary High School Assistant Principal beginning in the 2010-11 school year, effective 7/01/10.
2. **Ryan Yee**, Change in Assignment from Middle School Assistant Principal at Earl Warren to High School Assistant Principal at San Dieguito Academy beginning in the 2010-11 school year, effective 7/01/10.

#### Resignation

1. **Stuart Blumer**, Teacher (CSMART/physical education) at Oak Crest, resignation for retirement purposes, effective 6/18/10.
2. **Christopher Greenslate**, Teacher (English) at La Costa Canyon, resignation from employment, effective 6/18/10.
3. **Martha King**, Teacher (English) at Carmel Valley, resignation for retirement purposes, effective 6/19/10.
4. **Candace Rolfsmeyer**, Counselor at San Dieguito Academy, resignation for retirement purposes, effective 6/19/10.
5. **Bryan Scott**, Teacher (social science) at San Dieguito Academy, resignation for retirement purposes, effective 6/18/10.
6. **Kyle White**, Teacher (English) at Canyon Crest Academy, resignation from employment, effective 6/18/10.
7. **Gail Zides**, Teacher (English) at Torrey Pines, resignation for retirement purposes, effective 6/30/10.

## PERSONNEL LIST

### CLASSIFIED PERSONNEL

#### Employment

1. **Al-Shamma, Maria**, Instructional Assistant SpEd Severely Handicapped, effective 4/1/10
2. **Baldan, Wayne**, At Will Employee, effective 2/1/10 – 6/15/10
3. **Caldes, Liljana**, Nutrition Services Assistant I, effective 4/1/10
4. **Cretton, Destin**, At Will Employee, effective 2/3/10 – 6/18/10
5. **Fogelstrom, Nancy**, Instructional Assistant SpEd Severely Handicapped, effective 3/31/10
6. **Goodspeed, Diane**, Nutrition Services Assistant I, effective 3/30/10
7. **Isaacson, Joseph**, Instructional Assistant SpEd Non Severe, effective 3/30/10
8. **Long, Victoria**, Secretary, effective 3/10/10
9. **McKnight, Timothy**, At Will Employee, effective 3/1/10 – 5/30/10
10. **O'Hara, Thomas**, At Will Employee, effective 2/3/10 – 6/16/10
11. **Rowley, Philip**, At Will Employee, effective 3/1/10 – 6/12/10
12. **Taylor, Brandon**, At Will Employee, effective 2/1/10 – 5/30/10

#### Change in Assignment

1. **Boatner, Patricia**, from Instructional Assistant SpEd Non Severe to Severely Handicapped, effective 4/12/10 – 5/24/10
2. **Clausen, Kelene**, from 25% Custodian to 48.75% Campus Supervisor Middle School, effective 3/8/10
3. **Hernandez, Manny**, from Grounds Maintenance Worker I to Grounds Maintenance Worker II, effective 4/1/10
4. **LaBeau, Terri**, from 48.75% Instructional Assistant SpEd Severely Handicapped Instructional Assistant Non Severe, effective 2/2/10
5. **Magana, Carlos**, from Custodian Floater to Grounds Maintenance Worker II, effective 3/18/10 – 3/26/10
6. **Tanaka, Kelvin**, from Custodian to Grounds Maintenance Worker I, effective 4/1/10

#### Resignation

1. **Jones, Michael**, Instructional Assistant SpEd Severely Handicapped, effective 4/15/10
2. **Quijada, Christine**, Secretary, resigning for the purpose of retirement effective 6/30/10

mh  
04/15/10  
classbdagenda

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** April 1, 2010

**BOARD MEETING DATE:** April 15, 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/ HUMAN  
RESOURCES

-----

### EXECUTIVE SUMMARY

The attached Professional Services Report/Human Resources summarizes one contract at no cost to the District.

### RECOMMENDATION:

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

### FUNDING SOURCE:

As noted on attached list.



**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT**

ITEM 12B

**HUMAN RESOURCES - PROFESSIONAL SERVICES REPORT**

**Date: 04-15-10**

<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>
7/1/10 – 6/30/15	California State University, San Marcos	Student Teacher Training	N/A	N/A

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** April 2, 2010

**BOARD MEETING DATE:** April 15, 2010

**PREPARED BY:** David Jaffe, Exec. Dir., Curriculum & Assessment  
Rick Schmitt, Assoc. Supt., Educational Svcs.

**SUBMITTED BY:** Ken Noah  
Superintendent

**SUBJECT:** APPROVAL/RATIFICATION OF  
AGREEMENT/ EDUCATIONAL SERVICES

-----

### EXECUTIVE SUMMARY

PLATO is a web-based curriculum delivery system that will be used to provide students targeted intervention in all core academic subjects. Target intervention will be provided in four ways: within the context of a student's academic class, as a stand-alone course that a student would take in conjunction with a core academic course, as a means to continue developing academic skills outside of school hours, and as a way to address students who only need limited-term interventions. In addition to its use as an intervention tool, PLATO will be used to provide the curriculum for summer school, high school independent study programs, and for students on home hospital. PLATO is California Standards curriculum that gives teachers the ability to customize the content. As part of the plan to improve student achievement for each student, PLATO provides us the ability to diagnosis students' academic weaknesses, deliver curriculum that targets the weakness and provide constant and instantaneous feedback to the student and teacher. While Data Director provides teachers a way to create formative assessments as a means to identify students' strengths and weaknesses, PLATO's curriculum is designed to address students' weaknesses through targeted intervention.

### RECOMMENDATION:

It is recommended the Board approve entering into a contract with PLATO, Inc., dba PLATO Learning to provide online credit recovery software solutions and professional services, during the period April 16, 2010 through July 31, 2011, for an amount not to exceed \$170,005.20, and authorize Christina M. Bennett, Eric R. Dill, or Stephen G. Ma to execute the agreement.

### FUNDING SOURCE:

General Fund 03-00



# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** April 1, 2010

**BOARD MEETING DATE:** April 15, 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  
AMENDMENT TO AGREEMENTS/ EDUCATIONAL  
SERVICES

-----

### EXECUTIVE SUMMARY

The attached Amendment to Agreements Report/Educational Services summarizes one contract in an amount not to exceed \$500.00, or as noted on the attachment.

### RECOMMENDATION:

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

### FUNDING SOURCE:

As noted on attached list.



# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** April 1, 2010

**BOARD MEETING DATE:** April 15, 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

-----

### EXECUTIVE SUMMARY

The attached Professional Services Report/Business summarizes seven contracts totaling \$67,317.75, 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: **04-15-10**

<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>
5/1/10 – 4/30/11	Novell, Inc.	Extend the existing SLA contract to provide district wide network and desktop software licenses and technical support	General Fund 03-00	\$30,500.00
3/24/10 – 7/1/10	Roesling Nakamura Terada Architects	Provide design, contract document preparation and construction administration support for the Shade Structure Project at Carmel Valley Middle School	Capital Facilities Fund 25-19	\$5,520.00 plus reimbursable expenses
3/24/10 – 6/30/12	The Regents of the University of California	Provide online advanced placement and college preparatory courses	N/A	N/A
6/18/10	Wilsound	Provide a sound system and operator for San Dieguito High School Academy	General Fund 03-00	\$1,000.00
4/5/10 - until terminated upon 30 day written notice by either party	Ferandell Tennis Courts, Inc.	Provide runway track cleaning services at Torrey Pines High School and La Costa Canyon High School on an as-needed basis	General Fund 03-00	\$650.00 per cleaning
4/21/10	Raphael's Party Rentals	Provide a stage rental for Diegueño Middle School	General Fund 03-00	\$297.75
7/1/10 – 6/30/11	Reynolds Consulting Group, Inc.	Provide mandated cost reimbursement services	General Fund 03-00	\$30,000.00

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** April 1, 2010

**BOARD MEETING DATE:** April 15, 2010

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

**SUBMITTED BY:** Ken Noah  
Superintendent

**SUBJECT:** APPROVAL/RATIFICATION OF  
AMENDMENTS TO AGREEMENTS /  
BUSINESS

-----

### EXECUTIVE SUMMARY

The attached Amendment to Agreements Report summarizes four amendments to agreements totaling \$269,200.00, or as listed on the attached report.

### RECOMMENDATION:

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

### FUNDING SOURCE:

As noted on attached list



ITEM 15B

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT**

**AMENDMENT TO AGREEMENTS REPORT/ BUSINESS**

**Date: 04-15-10**

<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>
N/A	Siemens Building Technologies, Inc.	Begin work on phase IV of the mechanical, operational, and energy efficiency related improvements at Torrey Pines high School	Capital Facilities Fund 25-19	\$269,200.00
4/15/10 – 6/30/11	Digital Schools of California, LLC	Amend original agreement to create a bridge between the Digital Schools software suite and the San Diego County Office of Education payroll system and provide continued bridge maintenance	General Fund 03-00	\$10,000.00 plus a monthly charge of \$0.25 per full time employee
5/1/10 – 4/30/11	Urban Tree Care, Inc.	Extend the contract for tree trimming services one year with no additional changes to the contract	The fund to which the project is charged	N/A
N/A	Chevron Energy Solutions Company, a Division of Chevron U.S.A. Inc. (Chevron ES)	Amend the original agreement to extend the amount of time San Dieguito Union High School District has to obtain necessary financing to May 10, 2010	N/A	N/A

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** March 31, 2010

**BOARD MEETING DATE:** April 15, 2010

**PREPARED BY:** John Addleman, Director of Planning and  
Financial Management  
Steve Ma, Assoc. Supt. of Business Services

**SUBMITTED BY:** Ken Noah  
Superintendent

**SUBJECT:** APPROVAL OF AMENDMENT TO  
CONTRACT/LEASE-LEASEBACK

-----

### EXECUTIVE SUMMARY

On February 7, 2008, the Board of Trustees approved entering into a lease-leaseback agreement with Douglas E. Barnhart, Inc for the proposed modernization work at Earl Warren Middle School. The modernization work never commenced because of funding constraints. Staff is proposing to amend this contract to include the San Dieguito High School Academy's visual and performing arts project.

The Lease/Leaseback contractual arrangement includes three documents:

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

The Amendment authorizes the payment of \$43,196 upon completion of preconstruction services to procure bids in early May, and upon a successful bid, obtain the necessary approvals to begin construction July 1.

The District will maintain two contingencies as part of the amendment. The District will have a 5% District owned contingency, where at project completion, 100% of the

## ITEM 15C

remaining funds will be returned to the District. In addition, the District has had past success in encouraging the Builder to work in the best interest of the District, such as limiting change orders by the utilization of a shared Builder's contingency. The amendment calls for a 5% shared Builder's contingency, where at project completion, 35% of the remaining funds will be retained by the Builder with 65% of the remaining funds being returned to the District.

The attached amendment outlines the establishment of a Guaranteed Maximum Price (GMP). The preliminary GMP for the Visual and Performing Arts Center project is \$8,485,654 and includes a reduced construction management fee of 3.75% from 4.5%. The preliminary GMP of \$8.48 M does not include value engineering (VE) items or bid alternates. The design and construction team is optimistic that the identified VE items and bid alternates could generate a possible savings of \$1 M against the projected GMP of \$8.4 M. After the bid, the final GMP will be presented to the Board for approval at the May 20, 2010 meeting.

**RECOMMENDATION:**

It is recommended that the Board approve the amendment to the lease-leaseback contract with Barnhart-Balfour Beatty, Inc. fka Douglas E. Barnhart, Inc. to add the San Dieguito High School Academy site for the Visual and Performing Arts Center project and establish a Guaranteed Maximum Price for the improvements, and authorize Christina M. Bennett, Eric R. Dill or Stephen G. Ma to execute all pertinent documents.

**FUNDING SOURCE:**

Mello Roos Funds, School Facility Fund 35-00, Special Reserves Fund 40-00, and San Dieguito Academy Foundation contributions deposited directly into Special Reserves Fund 40-00

## **Amendment #2 to Site Lease, Sublease and Construction Services Lease- Leaseback Agreements**

### **I. RECITALS**

WHEREAS, on or about February 7, 2008, the San Dieguito Union High School District (“District”) and Barnhart-Balfour Beatty, Inc. fka Douglas E. Barnhart, Inc. (“Corporation” or “Builder”) entered into a written Site Lease Agreement, Sublease Agreement and Construction Services Agreement (collectively “Contract Documents”) to provide for the modernization of various District school sites; and

WHEREAS, on or about January 15, 2009, Corporation and District executed Amendment #1 to remove the Sunset (Continuation) High School from the Contract Documents;

WHEREAS, Exhibit “A” of the Site Lease Agreement (“Site Lease”) described the locations of where the modernization work was to be performed;

WHEREAS, Section 1 of the Site Lease provides that Exhibit “A” of the Site Lease may be amended from time to time; and

WHEREAS, the District and Corporation desire that Exhibit “A” to the Site Lease and the other Contract Documents be amended to provide for the construction of improvements and/or modernization at an additional school site known as San Dieguito Academy.

### **II. AMENDMENT TO CONTRACT DOCUMENTS**

NOW THEREFORE, DISTRICT AND CORPORATION HEREBY AGREE AS FOLLOWS:

#### **A. Amendment to the Contract Documents**

All references in the Contract Documents to “Douglas E. Barnhart, Inc.,” “Corporation” and/or “Builder” shall be amended so as to refer to “Barnhart-Balfour Beatty, Inc.”

#### **B. Amendment to the Site Lease**

1. Exhibit “A” to the Site Lease shall be replaced with the “Exhibit ‘A’ to the Site Lease-Description of Sites” attached hereto and incorporated by reference herein.

## ITEM 15C

2. The following sentence shall be added to the end of “Section 2. Term”: “The term of this Site Lease with respect to the San Dieguito Academy project shall commence as of the date the Notice to Proceed is issued pursuant to the Construction Services Agreement and shall remain in full force and effect from such date to and including November 15, 2011 (the “Termination Date”).” Subsections (a) and (b) of Section 2 shall remain unchanged.
  3. The following shall be added to the end of “Section 5. Rental”: “With respect to the San Dieguito Academy project, Corporation shall pay to the District as and for advance rental hereunder \$1.00 per year, on or before the date of commencement of the term of this Site Lease. The duration of the rental for the Project is expected to be from the date of issuance of the Notice to Proceed until November 15, 2011.”
- C. Amendment to the Sublease
1. Exhibit A to the Sublease shall be modified by changing the date of the Fourth sentence to replace “November 2008” with “November 2011.”
- D. Amendment to the Construction Services Agreement
1. The fifth recital on page 1 shall be revised as follows: “WHEREAS, the District has identified projects for the improvement and/or modernization of school facilities which include Earl Warren Middle School and San Dieguito Academy (the “Project”)”
  2. The sixth recital on page 1 shall be revised as follows: “WHEREAS, the Project, as it relates to San Dieguito Academy, is expected to cost approximately \$9,696,000.00, which approximately fifty percent (50%) of the funding from the State Bond and fifty percent (50%) from District funds, including, but not limited to, funds from the Mello-Roos Bonds, and revenue from developer fees and mitigation”
  3. The second recital on page 2 shall be revised as follows: “WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Builder (the “Site Lease”), under which it will lease to Builder Earl Warren Middle School and San Dieguito Academy Sites (the “Sites”), in order for Builder to construct the Project, as described in the Scope of Work Set forth in Exhibits A, A-1, B and B-1 (the “Scope of Work”) to this Agreement which is incorporated herein by reference
  4. Section 3.C. PAYMENT FOR PRECONSTRUCTION SERVICES This section shall be revised to read: The costs of Preconstruction Phase Services

## ITEM 15C

shall be included in the Preconstruction Scope of Services, attached hereto as Exhibit A-1 and will not be part of the GMP.

5. Section 4. EXECUTION OF CONSTRUCTION The fourth sentence of this section is replaced with the following: “Builder may prequalify bidders at its discretion, but Builder must make reasonable effort and due diligence to obtain five (5) bids for each division of work unless otherwise approved by the District in writing.”
6. Section 6. ESTABLISHMENT OF GMP The first three sentences of this section shall be revised as follows: The preliminary estimated GMP for the San Dieguito Academy Project shall be Eight Million four hundred eighty-five thousand six hundred fifty-four dollars (\$8,485,654.00), based upon the Construction Scope of Work set forth in Exhibit B-1 of this Agreement. The GMP shall include a construction management fee of three point seven-five percent (3.75%) and a Builder’s contingency of five percent (5%). The District will also maintain its own contingency of five percent (5%) which is included in the GMP. The GMP shall also include the general conditions listed in Exhibit C-1 hereof. The final GMP shall be presented by Builder to the Board of Trustees of the District for approval at, on or about the Board’s May 20, 2010 meeting, based upon subcontractor bids and the final plans and specifications for the Project as it relates to San Dieguito Academy.”
7. Section 7. NOTICE TO PROCEED WITH CONSTRUCTION The last sentence of this section shall be replaced with: “In no event shall the Notice to Proceed with Construction relating to the portion of the Project relating to San Dieguito Academy be issued after July 15, 2010, or the parties shall renegotiate the final GMP.”
8. Section 8. SAVINGS The last sentence of this section shall be replaced with: “Any savings including unspent District contingency, realized on the Project will be returned to the District at Project Completion except that unused portion of the Builder’s Contingency shall be allocated sixty-five percent (65%) to the District and thirty five percent (35%) to the Builder.”
9. The following is added to the end of subsection (B) of Section 9.  
CONSTRUCTION SCOPE OF WORK: “The Scope of Work relating to the San Dieguito Academy portion of the Project is attached as Exhibit B-1 hereof, and incorporated herein by this reference.”
10. Section 10. EXTRA WORK/MODIFICATIONS Subsection (D)(3)(e) is revised to read: “Builder’s profit/overhead not to exceed 3.75% of Item (d) if applicable.”
11. The following shall be added after the second sentence of subsection (A) of Section 11. TIME OF COMPLETION: “Builder agrees that the portion of the Project relating to San Dieguito Academy will be substantially complete by

## ITEM 15C

August 29, 2011, and said date will be extended for such periods of time as Builder is prevented from proceeding with or completing the Project for any cause described in this Section 11.

12. The following shall be added after the fourth and fifth sentences of subsection (A) of Section 11. TIME OF COMPLETION: “It being impractical and infeasible to determine the amount of actual damage, it is agreed that Builder shall pay to the District as fixed and liquidated damages, not as a penalty, the sum of \$1,000 per day for the San Dieguito Academy portion of the Project. The liquidated damages shall accrue from August 29, 2011, or as modified as provided below, until the Project is substantially complete.”
13. Section 11. TIME OF COMPLETION The last sentence of subsection (D) is revised as follows: “The Project in its entirety is not expected to be complete any earlier than December 1, 2011.”
14. Section 23. SUPERVISION The first sentence of Subsection (A) shall be revised as follows: “Builder shall maintain on-site a competent project superintendent and necessary assistants during the work, with a full-time superintendent on location at the San Dieguito Academy site throughout the construction process.”
15. Exhibit A-1 to the Construction Services Agreement- “Preconstruction Scope of Services” is attached to this Amendment and incorporated by reference.
16. Exhibit B-1 to the Construction Services Agreement- “Scope of Work” is attached to this Amendment and incorporated herein by reference.
17. Exhibit C-1 to the Construction Services Agreement-General Conditions Costs is attached to this Amendment and incorporated herein by reference.

ITEM 15C

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Amendment #2 to the Site Lease, Sublease and Construction Services Agreement, as of the day and year first above written and agree that this Amendment shall constitute a binding modification to these agreements.

BARNHART-BALFOUR BEATTY, INC. fka  
DOUGLAS E. BARNHART, INC.

BY: \_\_\_\_\_  
Eric G. Stenman, President

Dated: \_\_\_\_\_

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



ITEM 15C

**EXHIBIT A-1 - CONSTRUCTION SERVICES AGREEMENT FOR LEASE-LEASEBACK**

**PRECONSTRUCTION SCOPE OF SERVICES**

**PROPOSAL:**

Barnhart-Balfour Beatty (“Barnhart”) Proposes to perform the following scope of services at a lump sum cost of Forty-three thousand, one hundred ninety-six dollars (\$43,196.00)

**SCOPE OF SERVICES:**

Perform plan and specification constructability reviews, provide value-engineering reviews and recommendations and other reviews as necessary to verify that the drawings and specifications are clear and reasonably accurate to minimize the need for changes during the construction phase of the project. All services provided hereunder are from the point of view of a licensed building contractor and are to be judged based upon what a reasonable building contractor would have done. Barnhart is not an architect, code checker or other design professional and assumes no responsibility for the adequacy or accuracy of any part of the project design, the responsibility for which shall remain with the District’s Architect. The preconstruction scope of work to be performed by Barnhart includes the following:

1. Review of Design Documents.
  - a. Review Project design documents to:
    - i. Provide recommendations on site use and improvements, selection of materials, building systems and equipment;
    - ii. Provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction of the Project and subparts thereof if requested, and factors relating to cost including, but not limited to, construction costs of alternate designs of materials, preliminary budgets and possible economics that could be achieved through alternate methods or substitutions;
  - b. Prepare a value-engineering report for District review and approval that:
    - i. Details areas of cost saving (e.g. construction processes/procedures, specified materials and equipment, and equipment or other aspects of the design documents that can be modified to reduce costs and/or the time for achieving final completion of the Project and/or to extend life-cycle and/or to reduce maintenance/operations costs, without diminution in the quality of materials/equipment/workmanship, scope, or intended purposes of the Project);
    - ii. Provides detailed estimate for proposed value-engineering items;
    - iii. Defines methodology or approaches that maximize value; and
    - iv. Identifies design choices that can be more economically delivered.
  - c. Prepare detailed interdisciplinary constructability review that:
    - i. Confirms construction documents are well coordinated;

ITEM 15C

- ii. Identifies to the extent known, construction deficiencies and areas of concern;
  - iii. Back-checks design drawings for inclusion of modifications;
  - iv. Provides the District with written confirmation that:
    - (1) Requirements noted in the design documents prepared for the Project are consistent with and conform to the District's Project requirements.
    - (2) Various components have been coordinated and are consistent with each other so as to minimize conflicts within or between components of the design documents.
  - d. Confirm Modifications to Design Drawings. If the District accepts the value engineering and/or constructability review comments, review the design documents modified by the value-engineering and/or constructability review, to confirm that the value-engineering and/or constructability review comments are properly incorporated into the final design documents.
2. Estimate of Project Costs.
- a. Detailed Estimates. Prepare for the district's approval detailed estimates of Project cost developed by using estimating techniques which anticipate the various elements of the Project at the following states of design;
    - i. 90% construction documents (DSA submittal)
    - ii. 100% construction documents
  - b. Update of Estimates. Update and refine estimate periodically as the Architect prepares the final construction design documents. Advise the District and the Architect if it appears that the total construction costs may exceed the Project budget established by the District and make recommendations for corrective action. Provide input to the District and Architect relative to value of construction, means and methods for construction, duration of construction of various building methods and constructability.
3. Construction Schedule and Phasing Plan
- a. Investigate, recommend and prepare a schedule for the District's purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the Contract Documents by the Architect.
4. Coordination of Site
- a. Work with District and design team to coordinate various aspects of the site, including any early procurement of long lead time items such as electrical switch gear, etc.
5. Other Duties
- a. Attend regularly scheduled project Planning Meeting(s).
  - b. Attend other meetings (Board meetings, workshops, COC meetings, etc.) as required.
6. Exclusions

## ITEM 15C

- a. Costs of reproduction or distribution of plans, specifications, or addenda.
- b. Costs of Building Information Modeling (BIM).

EXHIBIT B - 1

CONSTRUCTION SCOPE OF WORK

San Dieguito Academy Performing Arts Center

Scope of Work

San Dieguito Academy Performing Arts Center includes work indicated on the drawings and specifications, prepared by John Sergio Fisher and Associates (jsfa), and approved by the Division of the State Architect (DSA) for the aforementioned project. A general description of work includes the following:

1. Demolish existing site work and miscellaneous items on the campus locations as shown on the drawings.
2. Provide all building components including but not limited to grading, concrete, masonry, framing, structural steel, drywall, plaster, roofing, flooring and finishes to complete the Performing Arts Center as shown on the drawings.
3. Install all landscape and site improvements as shown on the drawings.
4. Install new electrical power service to the building, including new power feed from the POC shown on the drawings and new electrical switchgear.
5. Install site utility infrastructure including new water, sewer and gas lines as shown on the drawings.

#5076 SDA PAC

EXHIBIT C – 1  
Construction Services Agreement

ITEM 15C

	QTY	UNIT	UNIT PRICES			EXTENSIONS			
			LABOR	MAT'L	EQUIP	LABOR	MATL	EQUIP	TOTAL
<b>CONSTRUCTION</b>									
Supervision	60	WKS	1,950.00	-	-	117,000	-	-	117,000
Field Office Rental	14	WKS	-	-	550.00	-	-	7,700	7,700
Clerk	60	WKS	650.00	-	-	39,000	-	-	39,000
Office Supplies	60	WKS	-	125.00	-	-	7,500	-	7,500
Telephone Service	14	MTH	-	-	650.00	-	-	9,100	9,100
Small Tools	60	WKS	-	-	75.00	-	-	4,500	4,500
Field Toilets	14	MTH	-	-	450.00	-	-	6,300	6,300
Project Gas, Oil and Diesel	14	MTH	-	500.00	-	-	7,000	-	7,000
Dumpster Rental	14	MTH	-	-	700.00	-	-	9,800	9,800
Safety	60	WKS	-	-	150.00	-	-	9,000	9,000
Construction Fence	1700	LF	-	-	4.50	-	-	7,650	7,650
Daily Clean	60	WKS	200.00	-	65.00	12,000	-	3,900	15,900
Final Clean	16160	SF	IN BID PACKAGE						
Project Management	60	WKS	2,250.00	-	-	135,000	-	-	135,000
Safety Training/Services	14	MTH	275.00	-	-	3,850	-	-	3,850
Inspectors Office	14	MTH	-	-	375.00	-	-	5,250	5,250
SWPPP Plan/Report/Binder	1	LS	8,000.00	-	-	8,000	-	-	8,000
SWPPP Compliance	60	WKS	605.00	239.00	-	36,300	14,340	-	50,640
PM Support	60	WKS	150.00	-	-	9,000	-	-	9,000
Cost / Schedule Engineer	60	WKS	250.00	-	-	15,000	-	-	15,000
Coordinating Supervisor	60	WKS	100.00	-	-	6,000	-	-	6,000
BIM	1	LS	OPTIONAL SERVICE						
<b>SPECIAL EQUIPMENT</b>									
barnhart Equipment Maintenance	14	MTH	250.00	-	675.00	3,500	-	9,450	12,950
barnhart Equipment Depreciation	14	MTH	-	-	550.00	-	-	7,700	7,700
Auto Allowance	14	MTH	-	-	-	-	-	-	-
Jobsite Office Equipment	1	LS	-	-	1,250.00	-	-	1,250	1,250
<b>SPECIAL CONDITIONS</b>									
Temporary Electrical Connection	1	LS	IN ELECTRICAL BID PACKAGE						
Temporary Water Connection	1	LS	-	-	1,750.00	-	-	1,750	1,750
Temporary Electrical Usage	14	MTH	-	-	-	-	-	-	-
Temporary Water Usage	14	MTH	-	-	375.00	-	-	5,250	5,250
Jobsite Signage	1	LS	-	-	900.00	-	-	900	900
Security	14	MTH	REIMB. IF REQ.						
Drawings and Specifications	1	LS	REIMBURSABLE						
Inspectors/Owner's Office cleaning	60	WKS	-	-	35.00	-	-	2,100	2,100
Inspector/Owner's Furnishings	1	LS	-	-	2,500.00	-	-	2,500	2,500
barnhart Computer	1	LS	-	-	1,500.00	-	-	1,500	1,500
Plan Reproduction - As Built (Hard Bid)	1	LS	-	-	500.00	-	-	500	500
Professional Liability Insurance (E & C)	1	LS	-	-	3,000.00	-	-	3,000	3,000
Subtotal						384,650	28,840	99,100	512,590
Burden @ 40%						153,860	-	-	153,860
<b>GC TOTAL</b>						<b>538,510</b>	<b>28,840</b>	<b>99,100</b>	<b>666,450</b>

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** April 1, 2010

**BOARD MEETING DATE:** April 15, 2010

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

**SUBMITTED BY:** Ken Noah  
Superintendent

**SUBJECT:** AWARD/RATIFICATION OF CONTRACTS

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### EXECUTIVE SUMMARY

On March 30, 2010 one bid for the district wide electrical services contract was opened. This contract provides for electrical services identified by the Maintenance and Operations Department. The bid submittal was reviewed by District staff for compliance.

### RECOMMENDATION:

Approve entering into a contract with Frederick's Electric, Inc. for Electrical Services – District Wide, during the period May 1, 2010 through April 30, 2011, with options to renew two additional one year periods, at the unit prices shown in the attachment, and authorize Christina M. Bennett, Eric R. Dill, or Stephen G. Ma to execute all pertinent documents.

### FUNDING SOURCE:

Fund to which the project is charged

PRICE SHEET BID FORM  
ELECTRICAL WORK

ITEM 15D

The District is bidding electrical services to include electrical work in existing facilities and the hook-up of relocatable units at various sites within the District. Also, included is the hook-up of intercoms, and fire alarms. Include material and labor for all items.

Please submit unit prices on the following items:

**Trenching:**

*To include concrete / slurry backfill or 95% compaction below asphalt or concrete areas and 85% compaction in dirt / grass or planter areas (all trenching to include: asphalt / concrete cutting, removal / disposal of spoils, patch back and restoration of surface to match existing).*

1. Cost per linear foot of trenching, 12" wide and at a depth of two feet through the following areas:

Turf \_\_\_\_\_ \$20.00 \_\_\_\_\_ per linear foot, 20' minimum

Asphalt \_\_\_\_\_ \$30.00 \_\_\_\_\_ per linear foot, 20' minimum

Cement \_\_\_\_\_ \$36.00 \_\_\_\_\_ per linear foot, 10' minimum

**Conduit (20-foot Minimum)**

*(All conduit prices are to include all necessary fittings, junction boxes, pull string, pull boxes, and painting on exposed areas;*

Please Note: All conduit installed above ground outside shall be rigid conduit. All conduit making the transition from the ground to above ground shall be rigid 90 degree PVC sweeps. Conduit will be used for electrical, intercom, fire alarm, clocks, cable TV, phones. Also, a pull string and identification tag must be placed in all empty conduits, and the conduit must be capped and sealed.)

1. Cost per linear foot for installing the following conduit (include labor and conduit):

3/4 PVC sch 40 underground \_\_\_\_\_ \$3.75 \_\_\_\_\_ per linear foot

1" PVC sch 40 underground \_\_\_\_\_ \$4.00 \_\_\_\_\_ per linear foot

1-1/4" PVC sch 40 underground \_\_\_\_\_ \$5.00 \_\_\_\_\_ per linear foot

1-1/2" PVC sch 40 underground \_\_\_\_\_ \$6.00 \_\_\_\_\_ per linear foot

2" PVC sch 40 underground \_\_\_\_\_ \$7.00 \_\_\_\_\_ per linear foot

3" PVC sch 40 underground \_\_\_\_\_ \$8.00 \_\_\_\_\_ per linear foot

4" PVC sch 40 underground \_\_\_\_\_ \$13.00 \_\_\_\_\_ per linear foot

## ITEM 15D

2. Cost per linear foot for installing the following conduit (include labor and conduit):

3/4" GRC (galvanized rigid conduit)	\$10.00	per linear foot
1" GRC (galvanized rigid conduit)	\$12.50	per linear foot
1-1/4" GRC (galvanized rigid conduit)	\$15.00	per linear foot
1-1/2" GRC (galvanized rigid conduit)	\$17.00	per linear foot
2" GRC (galvanized rigid conduit)	\$21.00	per linear foot
3" GRC (galvanized rigid conduit)	\$26.25	per linear foot
4" GRC (galvanized rigid conduit)	\$35.00	per linear foot

3. Cost per linear foot for installing the following conduit (include labor and conduit):

3/4" EMT (electrical metallic tubing)	\$6.00	per linear foot
1" EMT (electrical metallic tubing)	\$7.00	per linear foot
1-1/4" EMT (electrical metallic tubing)	\$8.50	per linear foot
1-1/2" EMT (electrical metallic tubing)	\$9.50	per linear foot
2" EMT (electrical metallic tubing)	\$13.00	per linear foot
3' EMT (electrical metallic tubing)	\$24.00	per linear foot
4' EMT (electrical metallic tubing)	\$30.00	per linear foot

4. Cost per linear foot for installing the following conduit (include labor and conduit):

3/4" Liquid tight flexible conduit fittings	\$15.00	per linear foot
1" Liquid tight flexible conduit fittings	\$18.00	per linear foot
1-1/4" Liquid tight flexible conduit fittings	\$20.00	per linear foot
1-1/2" Liquid tight flexible conduit fittings	\$22.50	per linear foot
2" Liquid tight flexible conduit fittings	\$30.00	per linear foot



**Type MC Cable:** (10-foot Minimum, per foot installed; include all required junction boxes & fittings, labor, and cable)

ITEM 15D

#12-2 conductor with ground _____	\$5.00	per foot
#12-3 conductor with ground _____	\$6.00	per foot
#12-2 conductor with ground (including #10 neutral) _____	\$7.00	per foot
#12-3 conductor with ground (including #10 neutral) _____	\$8.00	per foot

**Electrical Panels: All to be copper bussing, series rated @ 65KAIC.**

1. NEMA 1

Coat to install different size electrical panel boards (include labor and material)

120/208/240 - 1 phase -3 wire - 100 amp -24 circuit _____	\$300.00	ea
120/208/240 - 1 phase -3 wire - 100 amp -42 circuit _____	\$525.00	ea
120/208/240 - 1 phase -3 wire -200 amp -42 circuit _____	\$675.00	ea
120/208 - 3 phase -4 wire - 125 amp -24 circuit _____	\$575.00	ea
120/208 - 3 phase -4 wire - 125 amp -42 circuit _____	\$800.00	ea
120/208 -3 phase -4 wire -200 amp -42 circuit _____	\$825.00	ea
120/208 -3 phase -4 wire -250 amp -42 circuit _____	\$875.00	ea
120/208 - 3 phase -4 wire -400 amp -42 circuit _____	\$900.00	ea
277/480 - 3 phase -4 wire - 100 amp -24 circuit _____	\$800.00	ea
277/480 - 3 phase -4 wire - 125 amp -42 circuit _____	\$800.00	ea
277/480 - 3 phase -4 wire -250 amp -42 circuit _____	\$950.00	ea

2. NEMA 3

Coat to install different size electrical panel boards (include labor and material)

120/208/240 - 1 phase -3 wire - 100 amp -24 circuit _____	\$675.00	ea
120/208/240 - 1 phase -3 wire - 100 amp -42 circuit _____	\$850.00	ea
120/208/240 - 1 phase -3 wire -200 amp -42 circuit _____	\$900.00	ea
120/208 - 3 phase -4 wire - 125 amp -24 circuit _____	\$850.00	ea

120/208 - 3 phase -4 wire - 125 amp -42 circuit _____	\$900.00	ea
120/208 -3 phase -4 wire -200 amp -42 circuit _____	\$1,000.00	ea
120/208 -3 phase -4 wire -250 amp -42 circuit _____	\$1,200.00	ea
120/208 - 3 phase -4 wire -400 amp -42 circuit _____	\$1,300.00	ea
277/480 - 3 phase -4 wire - 100 amp -24 circuit _____	\$1,100.00	ea
277/480 - 3 phase -4 wire - 125 amp -42 circuit _____	\$1,050.00	ea
277/480 - 3 phase -4 wire -250 amp -42 circuit _____	\$1,300.00	ea
3. TVSS Protection _____	\$1,725.00	ea

ITEM 15D

**Switch Boards: All to be copper bussing, series rated @ 65KAIC.**

1. All switch gear shall be placed on a minimum 4 inch concrete pad with proper soil compaction Gear, Nema Type 3R (include labor and materials):

120/208/240 - 1 phase - 3 wire 400 amp _____	\$5,500.00	ea
120/208 - 3 phase - 4 wire 400 amp _____	\$6,500.00	ea
277/480 - 3 - phase - 4 wire 400 amp _____	\$7,500.00	ea

**Wire:**

1. Cost per linear foot for various size wires and types (include labor and wire)

#14 solid wire _____	\$0.65	per linear ft.
#12 solid wire _____	\$1.00	per linear ft.
#10 _____	\$1.25	per linear ft.
#8 _____	\$1.50	per linear ft.
#6 _____	\$1.50	per linear ft.
#4 _____	\$1.75	per linear ft.
#2 _____	\$2.00	per linear ft.
#1 _____	\$2.75	per linear ft.
1/0 _____	\$3.50	per linear ft.

2/0 _____	\$3.75 _____	per linear ft.	ITEM 15D
3/0 _____	\$4.00 _____	per linear ft.	
250 MCM _____	\$6.00 _____	per linear ft.	
500 MCM _____	\$11.00 _____	per linear ft.	

**Grounding:** (include all labor and material).

8' x 1/2" ground rod & 12" round concrete ground box with concrete lid tied into grounding system for relocatable classroom and stair ramps \_\_\_\_\_ \$450.00 \_\_\_\_\_ per unit

**Floor Boxes:** (include labor and material) \*Wiremold RFB2 Series or Equal with Brass cover plate

Single Compartment _____	\$105.00 _____	ea
Dual Compartment _____	\$235.00 _____	ea
Three Compartment _____	\$260.00 _____	ea

**NEMA Pull Boxes:** (include labor and material)

6 X 6 X 4 NEMA 1 _____	\$75.00 _____	ea
6 X 6 X 4 NEMA 3R _____	\$100.00 _____	ea
12 X 12 X 4 NEMA 1 _____	\$125.00 _____	ea
12 X 12 X 4 NEMA 3R _____	\$175.00 _____	ea
12 X 12 X 6 NEMA 1 _____	\$125.00 _____	ea
12 X 12 X 6 NEMA 3R _____	\$175.00 _____	ea

**Concrete Pull Boxes:** (price by detail number)

Detail Number 1 _____	\$350.00 _____	ea
Detail Number 2 _____	\$500.00 _____	ea

## ITEM 15D

**Switches:**

Switches - Single Pole - Toggle type -20 amp _____	\$30.00	ea
Switches - Single Pole - Key type - 20 amp _____	\$30.00	ea
Switches - 3 Way - Toggle type - 20 amp _____	\$30.00	ea
Switches - 3 Way - Key type - 20 amp _____	\$30.00	ea
Switches - 30 amp - 2pole - 120 Volt - Motor rated _____	\$75.00	ea
Receptacle - 20 amp _____	\$25.00	ea
Ground Fault Convenience Receptacles - 20 amp _____	\$35.00	ea
Time Switch (electronic) 7 day _____	\$350.00	ea
Time Switch (mechanical) 7 day _____	\$300.00	ea

**Disconnect Switches:** (include labor and material)

NEMA-1, Enclosure, Typical 30 amp, 3 pole, 300 volt _____	\$165.00	ea
NEMA-I, Enclosure, Typical 60 amp, 3 pole, 300 volt _____	\$215.00	ea
NEMA-1, Enclosure, Typical 100 amp, 3 pole, 300 volt _____	\$315.00	ea
NEMA-I, Enclosure, Typical 30 amp, 3 pole, 600 volt _____	\$225.00	ea
NEMA-1, Enclosure, Typical 60 amp, 3 pole, 600 volt _____	\$250.00	ea
NEMA-1, Enclosure, Typical 100 amp, 3 pole, 600 volt _____	\$375.00	ea
NEMA-3R, Enclosure, Typical 30 amp, 3 pole, 300 volt _____	\$225.00	ea
NEMA-3R, Enclosure, Typical 60 amp, 3 pole, 300 volt _____	\$350.00	ea
NEMA-3R, Enclosure, Typical 100 amp, 3 pole, 300 volt _____	\$500.00	ea
NEMA-3R, Enclosure, Typical 30 amp, 3 pole, 600 volt _____	\$400.00	ea
NEMA-3R, Enclosure, Typical 60 amp, 3 pole, 600 volt _____	\$425.00	ea
NEMA-3R, Enclosure, typical 100 amp, 3 pole, 600 volt _____	\$500.00	ea

## ITEM 15D

**Circuit Breakers:** (include labor, material & mounting hardware – Any Manufacturer)

1 pole, 20 amp to 90 amp _____	\$30.00	ea
2 pole, 20 amp to 90 amp _____	\$75.00	ea
3 pole, 20 amp to 90 amp _____	\$200.00	ea
3 pole, 100 amp to 175 amp _____	\$500.00	ea
3 pole, 200 amp to 250 amp _____	\$750.00	ea
3 pole, 400 amp _____	\$800.00	ea

**Surface Raceways:** (minimum 10-foot length, including all fittings) Wiremold or approved equal.

Single Channel (Panduit LDP7) _____	\$15.00	per linear ft.
Two Channel (Wiremold 5400) _____	\$25.00	per linear ft.
Three Channel (Wiremold 5500) _____	\$30.00	per linear ft.

**Occupancy Sensors:** (include labor and material)

## 1. Ceiling Mounted

Rooms greater than 25'-0" X 25'-0" _____	\$300.00	ea
Rooms less than 25'-0" X 25'-0" _____	\$300.00	ea
Rooms less than 15'-0" X 15'-0" _____	\$300.00	ea

## 2. Wall Mounted \_\_\_\_\_ \$210.00 ea

**Lamps:** (include material / installation of new & removal / disposal of old)

## Fluorescent Lamps:

4' T8 Lamp 4100k (GE or approved equal) _____	\$22.50	ea
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## Metal Halide Lamps:

70w Metal Halide Lamp (GE or approved equal) _____	\$75.00	ea
100w Metal Halide Lamp (GE or approved equal) _____	\$80.00	ea

ITEM 15D

150w Metal Halide Lamp (GE or approved equal) \_\_\_\_\_ \$80.00 \_\_\_\_\_ ea

175w Metal Halide Lamp (GE or approved equal) \_\_\_\_\_ \$160.00 \_\_\_\_\_ ea

250w Metal Halide Lamp (GE or approved equal) \_\_\_\_\_ \$160.00 \_\_\_\_\_ ea

400w Metal Halide Lamp (GE or approved equal) \_\_\_\_\_ \$160.00 \_\_\_\_\_ ea

1000w Metal Halide Lamp (GE or approved equal) \_\_\_\_\_ \$180.00 \_\_\_\_\_ ea

High Pressure Sodium Lamps:

50w High Pressure Sodium Lamp (GE or approved equal) \_\_\_\_\_ \$75.00 \_\_\_\_\_ ea

70w High Pressure Sodium Lamp (GE or approved equal) \_\_\_\_\_ \$75.00 \_\_\_\_\_ ea

100w High Pressure Sodium Lamp (GE or approved equal) \_\_\_\_\_ \$75.00 \_\_\_\_\_ ea

150w High Pressure Sodium Lamp (GE or approved equal) \_\_\_\_\_ \$160.00 \_\_\_\_\_ ea

175w High Pressure Sodium Lamp (GE or approved equal) \_\_\_\_\_ \$160.00 \_\_\_\_\_ ea

250w High Pressure Sodium Lamp (GE or approved equal) \_\_\_\_\_ \$160.00 \_\_\_\_\_ ea

400w High Pressure Sodium Lamp (GE or approved equal) \_\_\_\_\_ \$160.00 \_\_\_\_\_ ea

1000w High Pressure Sodium Lamp (GE or approved equal) \_\_\_\_\_ \$180.00 \_\_\_\_\_ ea

Low Pressure Sodium Lamps:

80w SOX LPS Lamp (GE or approved equal) \_\_\_\_\_ \$200.00 \_\_\_\_\_ ea

135w SOX LPS Lamp (GE or approved equal) \_\_\_\_\_ \$200.00 \_\_\_\_\_ ea

**Ballasts: (include material / installation of new & removal / disposal of old)**

Fluorescent Ballasts:

4' 2-lamp 120/277v multi tap ballast (Advanced or equal) \_\_\_\_\_ \$75.00 \_\_\_\_\_ ea

4' 3-lamp 120/277v multi tap ballast (Advanced or equal) \_\_\_\_\_ \$75.00 \_\_\_\_\_ ea

4' 4-lamp 120/277v multi tap ballast (Advanced or equal) \_\_\_\_\_ \$80.00 \_\_\_\_\_ ea

Metal Halide Ballast Kit:

70w MH 120/277v multi tap ballast Kit (Advanced or equal) \_\_\_\_\_ \$225.00 \_\_\_\_\_ ea

100w MH 120/277v multi tap ballast Kit (Advanced or equal) \_\_\_\_\_ \$225.00 \_\_\_\_\_ ea

150w MH 120/277v multi tap ballast Kit (Advanced or equal) \_\_\_\_\_ \$225.00 \_\_\_\_\_ ea

175w MH 120/277v multi tap ballast Kit (Advanced or equal) \_\_\_\_\_ \$225.00 \_\_\_\_\_ ea

## ITEM 15D

250w MH 120/277v multi tap ballast Kit (Advanced or equal) \$250.00 ea

400w MH 120/277v multi tap ballast Kit (Advanced or equal) \$250.00 ea

1000w MH 120/277v multi tap ballast Kit (Advanced or equal) \$330.00 ea

High Pressure Sodium Ballast kit:

50w HPS 120/277v multi tap ballast Kit (Advanced or equal) \$225.00 ea

70w HPS 120/277v multi tap ballast Kit (Advanced or equal) \$225.00 ea

100w HPS 120/277v multi tap ballast Kit (Advanced or equal) \$225.00 ea

150w HPS 120/277v multi tap ballast Kit (Advanced or equal) \$225.00 ea

175w HPS 120/277v multi tap ballast Kit (Advanced or equal) \$225.00 ea

250w HPS 120/277v multi tap ballast Kit (Advanced or equal) \$250.00 ea

400w HPS 120/277v multi tap ballast Kit (Advanced or equal) \$250.00 ea

1000w HPS 120/277v multi tap ballast Kit (Advanced or equal) \$350.00 ea

Low Pressure Sodium Ballast Kit:

80w SOX LPS 120/277v multi tap ballast Kit (Advanced or equal) \$350.00 ea

135w SOX LPS 120/277v multi tap ballast Kit (Advanced or equal) \$350.00 ea

Wall Pack Ballast & Lamps:

Advanced Intellivolt 120/277v ICP-2S42-H1-LD (or equal) \$80.00 ea

PLT 26w 4-pin 4100k Lamp \$75.00 ea

PLT 32w 4-pin 4100k Lamp \$75.00 ea

PLT 42w 4-pin 4100k Lamp \$75.00 ea

**Light Fixtures:** (include material / installation of new & removal / disposal of old)

4' 3-lamp Fluorescent 2x4 lay-in fixture (Metalux 2GC8-332A-UNV-EB81-U single 3-lamp ballast (or equal) \$165.00 ea

50w Metal Halide or HPS Lithonia TWS Series Fixture (or equal) \$175.00 ea

70w Metal Halide or HPS Lithonia TWS Series Fixture (or equal) \$195.00 ea

100w Metal Halide or HPS Lithonia TWS Series Fixture (or equal)   \$225.00   ea

ITEM 15D

150w Metal Halide or HPS Lithonia TWS Series Fixture (or equal)   \$235.00   ea

250w Metal Halide or HPS Lithonia TWS Series Fixture (or equal)   \$275.00   ea

400w Metal Halide or HPS Lithonia TWS Series Fixture (or equal)   \$300.00   ea

**Labor rate:** (four hour minimum) \_\_\_\_\_   \$78.00   hour

**\* This ten page price sheet bid form must be submitted with bid form and project bid form.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company



# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** March 30, 2010

**BOARD MEETING DATE:** April 15, 2010

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

**SUBMITTED BY:** Ken Noah, Superintendent

**SUBJECT:** APPROVAL OF BUSINESS REPORTS

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### EXECUTIVE SUMMARY

Please find the following business reports submitted for your approval:

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

### RECOMMENDATION:

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

### FUNDING SOURCE:

Not applicable

js  
Attachments

PO/BOARD/REPORT

SAN DIEGUITO UNION HIGH  
FROM 03/09/10 THRU 03/30/10

1

ITEM 15G

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
202444	03/09/10	03	FREY SCIENTIFIC CO	004	MATERIALS AND SUPPLI	\$113.22
202445	03/09/10	03	COMPLETE BUSINESS SY	012	MATERIALS AND SUPPLI	\$893.91
202446	03/09/10	03	OFFICE DEPOT	006	MATERIALS AND SUPPLI	\$22.05
202447	03/09/10	13	P C S REVENUE CONTRO	031	COMPUTER TRAINING	\$6,834.00
202448	03/09/10	03	FREY SCIENTIFIC CO	012	MATERIALS AND SUPPLI	\$314.03
202449	03/10/10	03	DELL COMPUTER CORPOR	035	REPAIRS BY VENDORS	\$13,896.41
202451	03/10/10	03	TEACHER'S DISCOVERY	004	MATERIALS AND SUPPLI	\$62.47
202452	03/10/10	03	STAPLES ADVANTAGE	004	AERIES SUPPLIES	\$169.37
202453	03/10/10	67-30	TAGGERT, JEFF	037	OTHER INSURANCE	\$200.00
202454	03/10/10	03	HISTORY EDUCATION	004	MATERIALS AND SUPPLI	\$58.22
202455	03/10/10	03	SOCIAL STUDIES SCHOO	004	MATERIALS AND SUPPLI	\$43.46
202456	03/10/10	11	SPIER-MC MURRAY, NAD	009	MATERIALS AND SUPPLI	\$390.00
202457	03/10/10	03	MISSION JANITORIAL S	025	NON CAPITALIZED EQUI	\$649.24
202458	03/10/10	06	COMMUNICATIONS USA I	005	MATERIALS AND SUPPLI	\$70.80
202459	03/10/10	03	SIEMENS INDUSTRY, IN	025	REPAIRS BY VENDORS	\$954.50
202460	03/10/10	03	FRONTIER FENCE COMPA	025	GARDENING SUPPLIES	\$1,481.18
202461	03/10/10	11	KNITTING BY THE BEAC	009	MATERIALS AND SUPPLI	\$240.03
202462	03/10/10	03	COSCO FIRE PROTECTIO	025	REPAIRS BY VENDORS	\$5,854.00
202463	03/10/10	11	PBD INC	009	BOOKS OTHER THAN TEX	\$1,484.38
202464	03/10/10	03	STAPLES ADVANTAGE	004	MATERIALS AND SUPPLI	\$42.12
202465	03/10/10	03	STAPLES ADVANTAGE	004	AERIES SUPPLIES	\$27.34
202467	03/10/10	03	AREY JONES EDUCATION	035	MAT/SUP/EQUIP TECHNO	\$2,128.96
202468	03/11/10	03	OFFICE DEPOT	004	AERIES SUPPLIES	\$70.32
202469	03/12/10	03	AMAZON.COM	004	MATERIALS AND SUPPLI	\$48.92
202470	03/12/10	03	ENCINITAS CHAMBER OF	020	FEES - ADMISSIONS, T	\$320.00
202471	03/12/10	03	B AND H PHOTO-VIDEO-	014	MATERIALS AND SUPPLI	\$25.56
202472	03/12/10	03	SIMPLEX-GRINNELL LP	025	REPAIRS BY VENDORS	\$668.79
202473	03/12/10	25-19	FREDRICKS ELECTRIC I	025	LAND IMPROVEMENTS	\$2,768.25
202474	03/12/10	03	PACIFIC RIM HYDROSEE	025	REPAIRS BY VENDORS	\$550.00
202475	03/12/10	03	AMERICAN TIME & SIGN	025	REPAIRS BY VENDORS	\$600.00
202476	03/12/10	03	TROXELL COMMUNICATIO	014	MATERIALS AND SUPPLI	\$178.09
202477	03/12/10	03	DOOR SERVICE & REPAI	025	BLDG.-REPAIR MATERIA	\$296.95
202478	03/12/10	03	FERGUSON ENTERPRISES	025	CUSTODIAL SUPPLIES	\$321.88
202479	03/12/10	03	ANTIMITE ASSOCIATES	025	REPAIRS BY VENDORS	\$325.00
202480	03/12/10	03	TEACHER'S DISCOVERY	004	MATERIALS AND SUPPLI	\$582.93
202481	03/12/10	03	AMAZON.COM	004	MATERIALS AND SUPPLI	\$30.43
202482	03/12/10	03	ITIN SCALE COMPANY,	014	NON CAPITALIZED EQUI	\$1,655.00
202483	03/12/10	03	AREY JONES EDUCATION	035	SOFTWARE/DP SUPPLIES	\$1,366.00
202484	03/12/10	03	ALPHA GRAPHICS	010	PRINTING	\$766.15
202485	03/12/10	03	JACKSON, ENNIS C.	014	PROF/CONSULT./OPER E	\$200.00
202486	03/12/10	06	SOLANA BEACH PHYSICA	030	PROF/CONSULT./OPER E	\$5,000.00
202487	03/15/10	03	PATHWAY COMMUNICATIO	035	MAT/SUP/EQUIP TECHNO	\$1,496.40
202488	03/15/10	06	MOORE MEDICAL, LLC	030	NON CAPITALIZED EQUI	\$414.20
202489	03/15/10	06	MOORE MEDICAL, LLC	030	MATERIALS AND SUPPLI	\$7.48
202490	03/15/10	06	YAHNKE, DALE AND JUL	030	OTHER SERV.& OPER.EX	\$7,500.00
202491	03/15/10	06	P C E DIESEL	028	REPAIRS BY VENDORS	\$2,053.33
202492	03/15/10	03	A C T	003	MATERIALS AND SUPPLI	\$2,223.76
202493	03/15/10	06	MORIARTY, JIM AND/OR	030	PAY IN LIEU OF TRANS	\$1,100.00
202494	03/15/10	06	PERLMAN, MITCHEL,	030	OTHER SERV.& OPER.EX	\$6,125.00
202495	03/15/10	06	ECKERT, EDWARD AND/O	030	OTHER SERV.& OPER.EX	\$1,000.00
202496	03/15/10	03	STAPLES ADVANTAGE	012	MATERIALS AND SUPPLI	\$950.00
202497	03/15/10	03	STAPLES ADVANTAGE	003	AERIES SUPPLIES	\$447.44
202498	03/15/10	03	STAPLES ADVANTAGE	003	MATERIALS AND SUPPLI	\$87.17
202499	03/15/10	06	RASIX COMPUTER CENTE	030	MATERIALS AND SUPPLI	\$354.50
202500	03/15/10	03	PROJECTOR LAMP EXPER	005	MATERIALS AND SUPPLI	\$258.03

PO/BOARD/REPORT

SAN DIEGUITO UNION HIGH  
FROM 03/09/10 THRU 03/30/10

2

ITEM 15G

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
202501	03/15/10	03	PROJECTOR LAMP EXPER	005	MATERIALS AND SUPPLI	\$257.25
202502	03/15/10	06	TRI BEST VISUAL DISP	030	MATERIALS AND SUPPLI	\$287.10
202503	03/15/10	03	OFFICE DEPOT	003	MATERIALS AND SUPPLI	\$195.10
202504	03/15/10	06	VIRCO MANUFACTURING	030	MATERIALS AND SUPPLI	\$541.14
202505	03/15/10	06	GUIDED DISCOVERIES,	005	FEES - ADMISSIONS, T	\$2,357.70
202506	03/15/10	03	DATEL SYSTEMS INC	035	SOFTWARE/DP SUPPLIES	\$149.05
202507	03/15/10	03	RASIX COMPUTER CENTE	035	SOFTWARE/DP SUPPLIES	\$65.52
202508	03/15/10	06	PATHWAY COMMUNICATIO	030	MAT/SUP/EQUIP TECHNO	\$1,964.78
202509	03/15/10	06	INSPIRATION SOFTWARE	030	LIC/SOFTWARE	\$264.58
202510	03/16/10	03	CONCEPTS SCHOOL AND	005	MATERIALS AND SUPPLI	\$3,505.45
202511	03/16/10	06	CAROLINA BIOLOGICAL	014	MATERIALS AND SUPPLI	\$578.55
202512	03/16/10	06	MOBILITY SOLUTIONS	030	NON CAPITALIZED EQUI	\$3,963.93
202513	03/16/10	06	PEARSON PRENTICE HAL	014	MATERIALS AND SUPPLI	\$276.07
202514	03/16/10	03	DIXIELINE LUMBER COM	004	MATERIALS AND SUPPLI	\$350.00
202515	03/16/10	03	STAPLES ADVANTAGE	008	AERIES SUPPLIES	\$450.00
202516	03/16/10	03	STAPLES ADVANTAGE	004	MATERIALS AND SUPPLI	\$300.00
202517	03/16/10	03	EXPRESS PRINT	008	PRINTING	\$520.00
202518	03/16/10	03	AMAZON.COM	004	MATERIALS AND SUPPLI	\$264.92
202519	03/17/10	06	STAPLES ADVANTAGE	030	MATERIALS AND SUPPLI	\$2,071.50
202520	03/17/10	06	WESTAIR GASES & EQUI	033	MATERIALS AND SUPPLI	\$121.85
202521	03/17/10	06	DATEL SYSTEMS INC	030	MATERIALS AND SUPPLI	\$96.59
202522	03/17/10	03	PATHWAY COMMUNICATIO	035	MAT/SUP/EQUIP TECHNO	\$1,160.59
202523	03/17/10	03	MISSION FEDERAL CRED	005	MATERIALS AND SUPPLI	\$730.80
202524	03/17/10	06	DELL COMPUTER CORPOR	030	MAT/SUP/EQUIP TECHNO	\$1,111.31
202525	03/18/10	03	G B C - MAINTENANCE	003	REPAIRS BY VENDORS	\$890.87
202526	03/18/10	03	MISSION FEDERAL CRED	010	MATERIALS AND SUPPLI	\$48.11
202527	03/18/10	03	ELECTRIFIED DISCOUNT	008	MATERIALS AND SUPPLI	\$171.11
202528	03/18/10	03	B AND H PHOTO-VIDEO-	013	MATERIALS AND SUPPLI	\$1,849.24
202529	03/18/10	03	SCANTRON CORPORATION	005	MATERIALS AND SUPPLI	\$485.31
202530	03/18/10	03	MISSION FEDERAL CRED	013	MATERIALS AND SUPPLI	\$170.85
202531	03/18/10	06	RIVERSIDE PUBLISHING	030	MATERIALS AND SUPPLI	\$627.00
202532	03/18/10	03	AMAZON.COM	010	MATERIALS AND SUPPLI	\$25.77
202533	03/18/10	03	DELL COMPUTER CORPOR	013	MATERIALS AND SUPPLI	\$68.49
202534	03/18/10	03	MISSION FEDERAL CRED	004	MATERIALS AND SUPPLI	\$391.49
202535	03/18/10	03	BACH COMPANY	004	MATERIALS AND SUPPLI	\$927.40
202536	03/18/10	03	OFFICE DEPOT	013	MATERIALS AND SUPPLI	\$91.09
202537	03/18/10	03	AMAZON.COM	012	MATERIALS AND SUPPLI	\$179.21
202538	03/18/10	03	INGRAM	004	MATERIALS AND SUPPLI	\$25.19
202539	03/18/10	03	STAPLES ADVANTAGE	004	MATERIALS AND SUPPLI	\$32.21
202541	03/19/10	03	RASIX COMPUTER CENTE	005	MATERIALS AND SUPPLI	\$444.58
202542	03/19/10	03	RASIX COMPUTER CENTE	003	MATERIALS AND SUPPLI	\$139.45
202543	03/22/10	03	STAPLES ADVANTAGE	008	MATERIALS AND SUPPLI	\$53.46
202544	03/22/10	03	OFFICE DEPOT	004	MATERIALS AND SUPPLI	\$159.78
202545	03/22/10	03/06	LAGUNA TOOLS, INC.	013	NON CAPITALIZED EQUI	\$2,816.63
202546	03/22/10	03	MISSION FEDERAL CRED	004	MATERIALS AND SUPPLI	\$60.46
202547	03/22/10	03	BOWKER, R R	010	A/V CONTRACT	\$550.00
202548	03/22/10	03	FROGUTS INC	004	A/V CONTRACT	\$450.00
202549	03/22/10	06	PSYCHOLOGICAL & EDUC	030	PROF/CONSULT./OPER E	\$5,000.00
202550	03/22/10	03	FREY SCIENTIFIC CO	004	MATERIALS AND SUPPLI	\$918.62
202551	03/22/10	03	STAPLES ADVANTAGE	013	MATERIALS AND SUPPLI	\$64.65
202552	03/22/10	03	ORIENTAL TRADING COM	004	MATERIALS AND SUPPLI	\$71.72
202553	03/22/10	03	NORTH COUNTY TIMES	025	ADVERTISING	\$201.60
202554	03/22/10	06	MOJALET DANCE COLLEC	010	PROF/CONSULT./OPER E	\$1,000.00
202555	03/22/10	03	BLICK, DICK (DICK BL	004	MATERIALS AND SUPPLI	\$214.24
202556	03/22/10	03	SOUTHWEST SCHOOL/OFF	004	MATERIALS AND SUPPLI	\$68.30

PO/BOARD/REPORT

SAN DIEGUITO UNION HIGH  
FROM 03/09/10 THRU 03/30/10

3

ITEM 15G

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
202557	03/22/10	03	FREY SCIENTIFIC CO	004	MATERIALS AND SUPPLI	\$175.98
202558	03/22/10	03	FLINN SCIENTIFIC INC	004	MATERIALS AND SUPPLI	\$135.07
202559	03/22/10	03	AMAZON.COM	013	MATERIALS AND SUPPLI	\$140.94
202560	03/22/10	06	XEROX CORPORATION	013	MATERIALS AND SUPPLI	\$116.36
202561	03/22/10	03	HERFF JONES	013	MATERIALS AND SUPPLI	\$1,981.97
202562	03/22/10	25-19	DUDEK & ASSOCIATES	021	PROF/CONSULT./OPER E	\$31,163.00
202563	03/22/10	06	THERAPRO	004	MATERIALS AND SUPPLI	\$19.78
202564	03/22/10	06	SOL TRANSPORTATION,	028	SPEC.ED.TRANSPORTATI	\$675.00
202565	03/22/10	03	COACH USA	028	FLD. TRIPS BY PRV. C	\$3,200.00
202566	03/23/10	03	RAPHAEL'S PARTY RENT	013	RENTS & LEASES	\$1,743.00
202567	03/23/10	03	B AND H PHOTO-VIDEO-	035	NON CAPITALIZED EQUI	\$515.48
202568	03/23/10	06	SAN DIEGO COUNTY OFF	024	CONFERENCE,WORKSHOP,	\$300.00
202569	03/23/10	03	D A D ASPHALT	025	REPAIRS BY VENDORS	\$2,360.50
202570	03/23/10	11	AUGUSOFT, INC.	009	PROF/CONSULT./OPER E	\$7,000.00
202571	03/23/10	03/06	HOUGHTON MIFFLIN COM	024	A/V CONTRACT	\$73,643.80
202572	03/23/10	03	BLICK, DICK (DICK BL	014	MATERIALS AND SUPPLI	\$368.23
202573	03/23/10	03	BLICK, DICK (DICK BL	012	MATERIALS AND SUPPLI	\$216.36
202574	03/23/10	03	BLICK, DICK (DICK BL	003	MATERIALS AND SUPPLI	\$108.99
202575	03/24/10	03	CULVER NEWLIN INC	014	MATERIALS AND SUPPLI	\$379.17
202576	03/24/10	06	TROXELL COMMUNICATIO	030	MAT/SUP/EQUIP TECHNO	\$1,411.39
202577	03/24/10	06	GEORGESON, JOHN & LI	030	OTHER SERV.& OPER.EX	\$1,680.00
202578	03/24/10	06	VINETZ, JOSEPH & RIN	030	PAY IN LIEU OF TRANS	\$5,000.00
202579	03/24/10	06	RASIX COMPUTER CENTE	030	MATERIALS AND SUPPLI	\$287.08
202580	03/24/10	03	RASIX COMPUTER CENTE	005	MATERIALS AND SUPPLI	\$349.65
202581	03/24/10	03	RASIX COMPUTER CENTE	035	OFFICE SUPPLIES	\$365.40
202582	03/24/10	03	DELL COMPUTER CORPOR	004	MAT/SUP/EQUIP TECHNO	\$4,499.04
202583	03/24/10	03	DELL COMPUTER CORPOR	035	MAT/SUP/EQUIP TECHNO	\$7,873.32
202584	03/24/10	03	DATEL SYSTEMS INC	035	SOFTWARE/DP SUPPLIES	\$676.14
202585	03/24/10	03	FILINGSUPPLIES.COM	030	MATERIALS AND SUPPLI	\$398.03
202587	03/25/10	03	STAPLES ADVANTAGE	012	MATERIALS AND SUPPLI	\$157.20
202588	03/25/10	03	AREY JONES EDUCATION	035	SOFTWARE/DP SUPPLIES	\$2,838.29
202589	03/25/10	03	SAFARI MONTAGE	014	A/V CONTRACT	\$2,000.00
202590	03/25/10	06	SAN DIEGO CO AIR POL	028	FEES - ADMISSIONS, T	\$154.00
202591	03/25/10	03	URBAN TREE CARE, INC	025	OTHER SERV.& OPER.EX	\$5,486.00
202592	03/25/10	25-19	L B CONCRETE	025	LAND IMPROVEMENTS	\$11,250.00
202593	03/25/10	03	I S U INS SERVICES O	037	OTHER INSURANCE	\$230.40
202594	03/25/10	06	STENHOUSE PUBLISHING	013	MATERIALS AND SUPPLI	\$130.06
202595	03/26/10	03	CHAPEL BY THE SEA DB	013	RENTS & LEASES	\$2,500.00
202596	03/26/10	03	S D I	025	BLDG.-REPAIR MATERIA	\$483.32
202597	03/26/10	03	SAN DIEGO PROJECT HE	037	PROF/CONSULT./OPER E	\$340.00
202598	03/26/10	06	WINSTON SCHOOL OF SA	030	OTHER CONTR-N.P.S.	\$8,652.38
202599	03/26/10	06	DEVEREUX CLEO WALLAC	030	OTHER CONTR-N.P.S.	\$10,875.00
202600	03/26/10	06	N C L B	024	TRAVEL AND CONFERENC	\$1,073.05
202603	03/26/10	03	DATEL SYSTEMS INC	035	MATERIALS AND SUPPLI	\$423.19
202604	03/26/10	06	N C L B	024	TRAVEL AND CONFERENC	\$1,073.33
202605	03/26/10	06	PETROLEUM P.E.T.S.	028	REPAIRS BY VENDORS	\$1,648.31
202606	03/26/10	03	SAN DIEGUITO UHSD CA	012	MATERIALS AND SUPPLI	\$108.54
202607	03/26/10	03	SAN DIEGUITO UHSD CA	026	MATERIALS AND SUPPLI	\$32.63
202608	03/26/10	03	CHALLENGE DAY	014	PROF/CONSULT./OPER E	\$1,077.85
202609	03/26/10	03	EN POINTE TECHNOLOGI	035	A/V CONTRACT	\$9,118.11
202610	03/30/10	25-19	COUNTY OF SAN DIEGO	025	NON-CAPITALIZED IMPR	\$1,000.00
202611	03/30/10	06	QUICKSHIP CALIFORNIA	030	MATERIALS AND SUPPLI	\$56.56
700050	03/12/10	03	JANUS CORPORATION	037	MATERIALS AND SUPPLI	\$1,125.00
700056	03/22/10	03	MISSION FEDERAL CRED	004	MATERIALS AND SUPPLI	\$391.94
700057	03/22/10	13	ALLIED REFRIGERATION	025	MATERIALS AND SUPPLI	\$287.76

PO/BOARD/REPORT

SAN DIEGUITO UNION HIGH  
FROM 03/09/10 THRU 03/30/10

4

ITEM 15G

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
800019	03/15/10	03 C S B A		022	CONFERENCE, WORKSHOP,	\$44.00
REPORT TOTAL						\$324,842.48

ITEM 15G

***INSTANT MONEY REPORT FOR THE PERIOD 03/10/10 THROUGH 03/31/10***

<b><i>Check #</i></b>	<b><i>Vendor</i></b>	<b><i>Amount</i></b>
10457	Mother Jones Memorial Fund	\$13.88
10458	FEDEX	\$138.23
10459	FEDEX	\$89.39
	<b><i>Total</i></b>	<b><i>\$241.50</i></b>

ITEM 15G

Individual Membership Listings  
For the Period of March 9, 2010 through March 30, 2010

<u>Staff Member Name</u>	<u>Organization Name</u>	<u>Amount</u>
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 10-754535 dated 7/31/2009, in the amount of Sixty-Three And 63/100 dollars (\$ 63.63) 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 x VISTA, Ca 92083 on x MARCH 9<sup>TH</sup> 20x10.

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

MARTIN D. VARGAS  
Name of Payee

*Martin D. Vargas*  
Signature of Payee

x 161 UNITY way IIc VISTA, Ca 92083  
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 MARTIN D. VARGAS, payee, for Sixty-Three And 63/100 dollars to replacc void warrant number 10-754535 described above.



# San Dieguito Union High School District

## **INFORMATION REGARDING BOARD AGENDA ITEM**

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** March 28, 2010

**BOARD MEETING DATE:** April 15, 2010

**PREPARED BY:** Frederick Labib-Wood  
Director, Classified Personnel

**SUBMITTED BY:** Ken Noah  
Superintendent

**SUBJECT:** Resolution Declaring May 16-22, 2010  
as Classified School Employee Week

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### **EXECUTIVE SUMMARY**

The California State Legislature adopted the third full week in May of each year as Classified School Employee Week by passage of SB 1552 (Campbell) in 1986.

Classified employees include administrative, clerical, custodial, nutrition service, instructional, grounds, maintenance, secretarial, technical, transportation, warehouse and many other workers in our District.

On behalf of the more than 400 classified employees in the San Dieguito Union High School District, this is an opportunity to join the State Legislature and other school boards to honor the important services the District receives from its Classified Service by adopting a resolution declaring the week of May 16-22, 2009 as Classified School Employee Week. A resolution is attached for your adoption.

**RECOMMENDATION:** It is recommended that the Board adopt the attached resolution.

Attachment

ITEM 16

# SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

## RESOLUTION DESIGNATING MAY 16-22, 2010 AS CLASSIFIED SCHOOL EMPLOYEE WEEK

*WHEREAS, classified employees serve the people of the community through their work in the San Dieguito Union High School District; and*

*WHEREAS, classified employees continually assist the San Dieguito Union High School District in its commitment to provide quality educational programs and services to the children, youth and adults in the District; and*

*WHEREAS, classified employees, individually and collectively, set an exemplary standard of performance and commitment; and*

*WHEREAS, classified employees provide knowledge, skills, and expertise that are relied upon by staff throughout the organization:*

*NOW, THEREFORE, BE IT RESOLVED that the San Dieguito Union High School District Board of Trustees expresses its gratitude and commends all classified employees for their service to the San Dieguito Union High School District and joins the California State Legislature in designating the week of May 16-22, 2010 as "Classified School Employee Week."*

*PASSED AND ADOPTED this 15<sup>th</sup> day of April, 2010, at the regular meeting of the Board of Trustees of the San Dieguito Union High School District.*

---

Barbara Groth, President  
San Dieguito UHSD Board of Trustees

---

Beth Hergesheimer, Vice President

---

Joyce Dalessandro, Clerk

---

Linda Friedman, Member

---

Deanna Rich, Member

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** March 31, 2010

**BOARD MEETING DATE:** April 15, 2010

**PREPARED BY:** John Addleman, Director of Planning and  
Financial Management  
Steve Ma, Assoc. Supt. of Business Services

**SUBMITTED BY:** Ken Noah  
Superintendent

**SUBJECT:** RESOLUTION DEDICATING AN INTEREST  
IN REAL PROPERTY

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### EXECUTIVE SUMMARY

The Board of Trustees, at the meeting of March 18, 2010, adopted a Resolution of Intention to Dedicate an Interest in Real Property to Crown Castle GT Company LLC related to the amended agreement to their existing telecommunications project located at Torrey Pines High School. The amended utility easement accommodates the construction of a new communications tower to replace the existing tower by increasing the current easement by 725 square feet as depicted in the attached Exhibit B to the easement.

Since the March 18th action the necessary posting and publication of the Board's intent has been accomplished in order for the Board of Trustees to hold a public hearing regarding the easement dedication and subsequent vote on the Resolution Dedicating an Interest in Real Property.

### RECOMMENDATION:

It is recommended that the Board

- a) Hold a Public Hearing, and

ITEM 17

- b) adopt the attached Resolution Dedicating an Interest in Real Property to Crown Castle GT Company LLC over an amended easement to expand the easement by approximately seven hundred and twenty-five (725) square 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 at the Torrey Pines High School campus.

**FUNDING SOURCE:**

Not applicable

Attachments: Resolution, Amendment to Easement

ITEM 17

Resolution Dedicating an Interest in )  
Real Property )  
\_\_\_\_\_)

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

WHEREAS, this Board on March 18, 2010, adopted a resolution of intention to dedicate an interest in real property owned by this District to Crown Castle GT Company LLC, a Delaware limited liability company; and

WHEREAS, said resolution of intention provided that a public hearing on the request of making such dedication be held by this Board at its regular place of meeting on April 15, 2010, at 6:30 o'clock p.m., at which time and place all persons interested therein might appear and show cause why said dedication should not be made; and

WHEREAS, notice of the adoption of said resolution of intention was duly given as provided by law, all of which appears by the affidavits of posting and publication on file in the office of this Board; and

WHEREAS, this Board formally convened at the time and place set forth in said resolution of intention, and no persons appeared to object to or protest either verbally or in writing against the dedication of the property described in said resolution; and

WHEREAS, in the judgment of this Board it is expedient and for the best interests of this District that said dedication be made; NOW THEREFORE,

BE IT RESOLVED AND ORDERED by the Governing Board of the San Dieguito Union High School District of San Diego County that an interest in real property for the purposes described in the resolution adopted by this Board on March 18, 2010, be and it is hereby dedicated to Crown Castle GT Company LLC, a Delaware limited liability company;

BE IT FURTHER RESOLVED AND ORDERED that the Secretary of this Board be and is hereby authorized and directed to execute and deliver the Grant of Easement described in said resolution of intention to said applicant.

PASSED AND ADOPTED by the Governing Board of the San Dieguito Union High School District of San Diego County, California this 15 day of April, 2010, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

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 17

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 17

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 17**

**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.

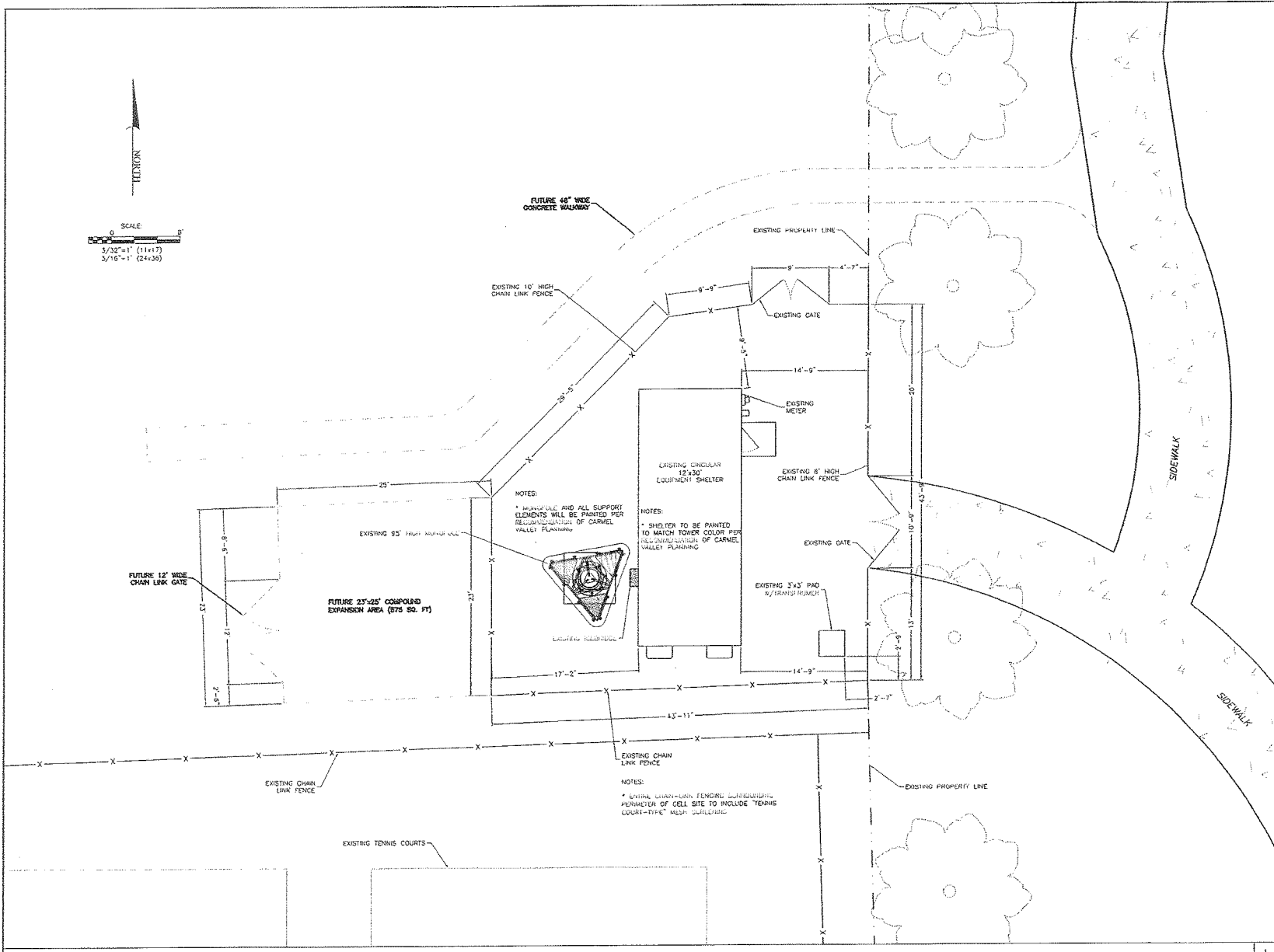
Title Insurance Policy No. 902331

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 17**

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

ITEM 17



**Dyna Limited**

TELECOMMUNICATIONS SERVICES  
7134 Brookwood Drive  
Dayton, OH 45403  
Phone: 330-448-4334  
Fax: 330-448-4337  
www.dynaltd.com

PROJ. NO.: 5404

DRAWN BY: TM

SHEET NO.: DCB

**SUBMITTALS**

9	2/17/06	FINAL REVISED
8	4/7/05	FINAL REVISED
7	6/8/07	FINAL REVISED
6	10/21/05	FINAL
5	12/18/04	REVISED SITE LAYOUT
4	5/6/06	REVISED RE-USE OF MATERIAL
3	4/21/06	FINAL
2	8/2/06	UPDATED SURVEY
1	5/10/06	ISSUED 100' STEALTH TOWER
1	5/2/04	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

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** March 31, 2010

**BOARD MEETING DATE:** April 15, 2010

**PREPARED BY:** John Addleman, Director of Planning and  
Financial Management  
Steve Ma, Assoc. Supt. of Business Services

**SUBMITTED BY:** Ken Noah  
Superintendent

**SUBJECT:** ADOPTION OF RESOLUTION / SOLAR  
PROJECTS / CANYON CREST ACADEMY &  
LA COSTA CANYON HIGH SCHOOL

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### EXECUTIVE SUMMARY

#### Issuance of QSCB Bonds

##### **Qualified School Construction Bonds**

Qualified School Construction Bonds (QSCBs) were created by the federal American Recovery and Reinvestment Act (ARRA) of 2009. As part of the government's economic stimulus initiatives, the QSCB program provides tax credit financing to public schools for school construction and other eligible projects. QSCB proceeds can be used for the construction, rehabilitation, repair, and equipping of a public school facility or for the acquisition of land on which a facility is to be built using bond proceeds.

QSCBs are issued by or on behalf of a local public education agency, usually in the form of a general obligation bond or a lease financing, using certificates of participation or lease revenue bonds. QSCBs are not tax-exempt and generally pay little interest, since the investor receives an annual federal income tax credit intended to substitute for the coupon interest. This tax credit is "secured" by the federal government pursuant to its obligation to apply it.

**ITEM 18**

In late 2009, the District submitted an application to CDE for an allocation of QSCBs. The District application was selected from a lottery and was awarded a \$25M allocation. During this same period, staff had been working independently on the feasibility of using solar energy to offset electrical power the District would otherwise purchase from SDG&E. District staff directed consultants to explore the use of QSCBs to construct the solar facility so long as it was “cost neutral” to the district. District staff has provided the board with feasibility analysis that demonstrates the financing structure would be “cost neutral” in the near term, and, in the long run, generate significant savings (\$8.6M) over the twenty-five year investment period.

**Proposed Financing Structure**

School districts commonly use four different types of debt structures to raise capital funds for facility projects. They are general obligation bonds, Mello-Roos bonds, tax revenue anticipation notes (TRANS), and lease financing. Since the District has no authorization to issue General Obligation (GO) Bonds, staff is recommending issuance of the QSCBs as lease revenue bonds. Lease financing is a mechanism whereby a school district leases property and, in consideration of the use of the property, makes periodic lease payments during the term of the lease. In effect, a lease financing is a borrowing to be repaid over time from savings (reduced SDG&E bills) generated from the project that flow back to the District’s general fund. Unlike GO or Mello Roos bonds that are collateralized by special taxes on homes in the district, the ultimate backstop for lease revenue bonds is the District’s general fund.

Understanding the inherent risks of this type of financing, staff has attempted to mitigate as much of the risk to the general fund by using conservative solar saving estimates verified by a third party; negotiating a 15 year guarantee of savings from Chevron Energy Services; and proposing savings to be set aside separately in the general fund until such time as QCSBs are paid off in 17 years.

**Lease Financing Structure / QSCB**

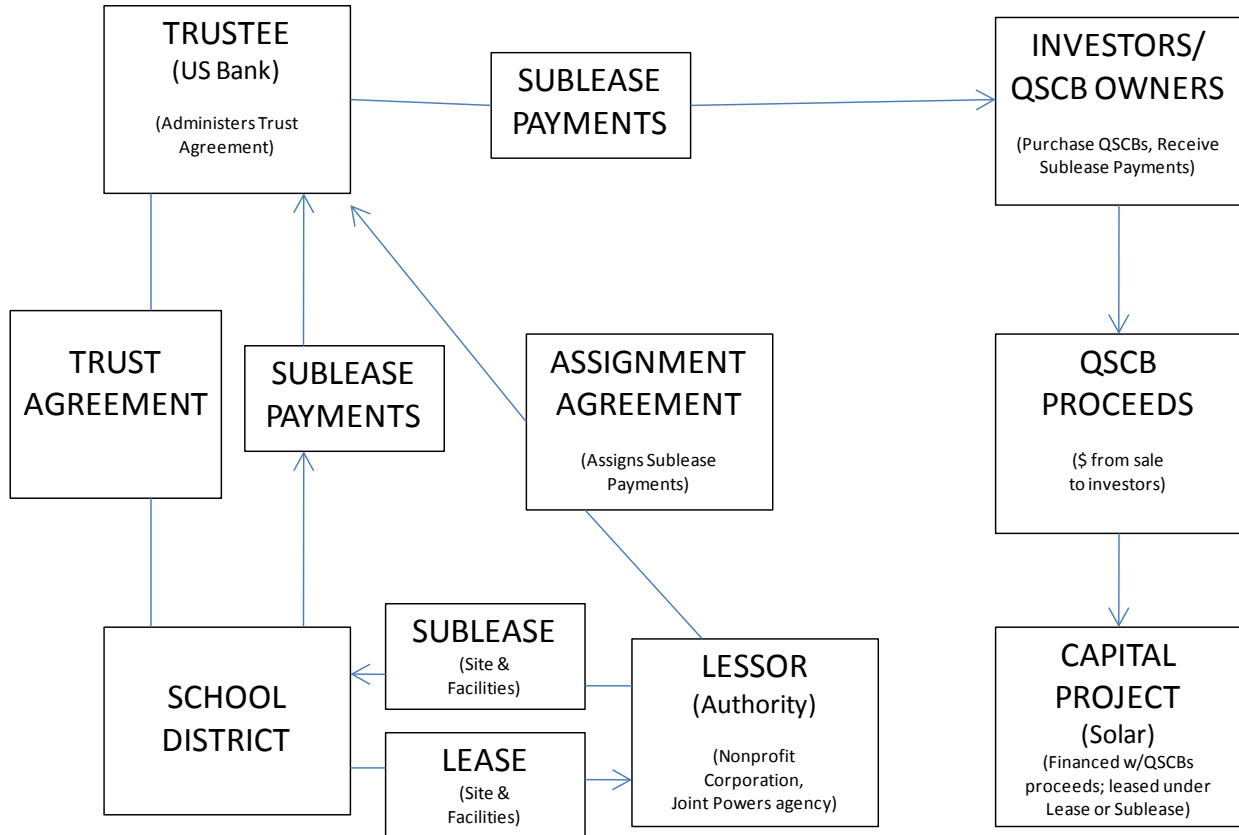
The proposed issuance of San Dieguito’s QSCBs is done so under the typical lease revenue bond structure. The QSCBs are secured by the revenues, which consist primarily of rental payments to be made by the district out of its general fund under the Facility Sublease. Pursuant to the Facility Sublease, the Authority leases the Facility, including the demised premises (LCC and CCA) to the District. As rental for the use and occupancy of the Facility, the District covenants to pay rental payments to the Authority, which payments are pledged to the Trustee for the benefit of the owners of the QSCBs.

The District will covenant in the Facility Sublease to include all rental payments in its annual budgets and to make the necessary annual appropriations. The obligation of the District to make the rental payments under the lease does not constitute a debt of the District’s general fund in a traditional sense. Although the Facility Sublease does not create a pledge, lien or encumbrance upon the funds of the District, the District is

ITEM 18

obligated under the Facility Sublease to pay the rental payments from any source of legally available funds and the District has covenanted in the Facility Sublease that it will take such action as may be necessary to include all rental payments in its annual budgets and to make necessary annual appropriations.

Asset Transfer Structure (QSCB)



Clearly, the proposed solar project can only create savings to the general fund if it operates as designed and is reliable. However, we know there will be operational risks and possible down time over the 25 year investment period. To address the operational issues, the District will be entering into an annual service and maintenance agreement with Chevron to ensure equipment is operating as it should. This benefits both the District and Chevron, especially since Chevron is providing the District with a guarantee of projected savings. In cases of force majeure, where the system is unable to generate electrical power, the rent obligation under the Facility Sublease still continues. As such, the Facility Sublease requires the District to maintain, throughout the term of the Facility Sublease, insurance against loss or damage to any structures constituting any part of the Facility by fire and lightning, with extended coverage insurance, vandalism and malicious mischief insurance and sprinkler system leakage insurance, and earthquake insurance. Such insurance will be in an amount equal to the replacement cost. The Facility Sublease also requires the District to maintain rental interruption or

## ITEM 18

use and occupancy insurance to cover loss, total or partial, of the rental income from or the use of the Facility as the result of any of the hazards covered by the fire and extended coverage insurance required by the Facility Sublease.

## **Feasibility**

### **History**

From April 2009, staff teamed with Chevron ES to determine what sites would be the best candidates to receive solar facilities and would generate savings that would pay for its construction, without placing a burden on the District's general fund.

By September 2009, the team had identified, and was verified by the California Center for Sustainable Energy, that Canyon Crest Academy and La Costa Canyon High School were two of the best sites to receive solar facilities.

### **Project Cost**

In September 2009, the turnkey cost from Chevron ES to install a system size of 2.1 megawatts between the two sites was \$14,454,080. After further negotiations, the turnkey price was reduced to \$12,058,250.

In addition to the turnkey price of \$12 million, staff identified \$157,646 in reimbursables for prior solar assessments, contract legal services, and environmental consultants, \$422,820 for contingency items, including parking lot and landscaping enhancements, as well as \$115,800 for development of an educational component.

The total amount of the project to be financed is \$12,754,516.

### **Financing**

In November 2009, staff presented a plan with the flexibility to issue tax-credit QSCBs, as well as tax-exempt lease revenue bonds. At the time, the tax-credit QSCBs could be financed up to 15 years, and depending upon the supplemental coupon rate, tax-exempt lease revenue bonds might have had to have been issued for an additional 10 years to maintain a cost neutral position.

The reduced project cost of \$12.7 million can now be financed with a 17 year term tax-credit QSCB only financing with a supplemental coupon rate of 2.5% or less.

More good news:

On March 18, 2010, President Obama signed a \$17.6 billion jobs bill, commonly known as the Hiring Incentives to Restore Employment Act ("HIRE Act"). The HIRE Act allows the District to elect to receive a direct payment ("subsidy") from the federal government rather than provide a tax credit in lieu of interest to investors as originally contemplated. This new direct payment mechanism is similar to the successful direct payment structure of Build America Bonds. The District would receive payments up to the tax



## ITEM 18

credit rate that would have applied had the bonds been sold as tax-credit bonds. Many in the municipal bond industry, including our underwriter, De La Rosa & Co., and financial advisor, MuniSolar, anticipate that this will jump-start the market for Qualified School Construction Bonds, which have, to date, not drawn much investor interest. In the attached resolution, staff recommends that the District elects to receive the subsidy rather than provide a tax credit in lieu of interest.

By electing to receive the subsidy option, the supplemental interest comparison to the tax-credit option would be 2.12%. At this rate, the financing would be a 17 year term direct pay QSCB only financing generating 25 years savings of \$8,629,423.

Attached is the current financing structure reflecting the receipt of the subsidy from the federal government.

### **Financing Structure**

#### ***Gross Energy Savings***

Staff identified three sources of Energy Savings that the District could use to pay for the Solar project.

- Energy Efficiency – Annual savings from SDG&E bill.
- California Solar Initiative – State incentive payments add to annual savings in first five years.
- Renewable Energy Credits – The sale of energy credits produced by the Solar project.

To be conservative in calculating the Energy Savings for repayment of the bonds, the team has been projecting the energy efficiency and California Solar Initiative payments at 95% of the expected solar production, in line with the guarantee from Chevron and is excluding the potential value of the renewable energy credits.

The Gross Energy Savings reflected in the financing structure are the projected Energy Savings less the cost of the Operation and Maintenance, and Monitoring and Verification services Chevron will perform as part of their guarantee.

The Gross Energy Savings over the 25 year period is projected to be \$22,685,869.

#### ***QSCBs (Debt Service)***

Principal payments will be made in level annual payments of approximately \$770,000 per year and will be set aside in an investment contract. The investor does not receive the principal until the end of the 17 year term.

At this time, the finance team is conservatively assuming that the District will receive an “A” credit rating. At this level, comparable government entities who have recently

## ITEM 18

issued lease revenue bonds in the taxable bond market have received rates of about 8%.

The subsidy from the federal government currently stands at 5.88%, presenting an effective rate to the District of 2.12%. The total QSCB Debt Service over the term is estimated to be \$17,705,606.

***Interest on Set-Asides***

The finance team has enlisted the services of BondLogistix to serve as the bidding agent with respect to the reinvestment of the principal set-aside amounts. In the last few months, the finance team has reduced the potential reinvestment rate from 3.5% to 3% to remain conservative. Early indications from BondLogistix indicate that the 3% rate is feasible. The interest earned on set-asides is a significant component of the financing, as the \$3,125,850 in projected earnings will reduce the total QSCB Debt Service to \$14,579,756.

***Net D/S and Savings***

The Gross Energy Savings of \$22,685,869 less the Net Total Debt Service of \$14,579,756 indicate a 25 year savings of \$8,106,113, equivalent to a present value of \$3,494,998.

***Savings Assuming Excess Savings Set-Asides (and Cost of Issuance)******Cost of Issuance***

The total Cost of Issuance is estimated to be \$472,579. The allowable amount that can be financed by a QSCB is 2% of the debt or \$260,300. The District will wire the difference of \$212,279 (\$215,000) to US Bank, the trustee, at the time of closing from its Other Building Fund 21-09. The reason the cost of issuance exceeds the 2% cap for QSCB is the relative small size of the District's bond issuance. If the District were to issue the full \$25 million allocation, the actual cost of issuance would fall in line with the 2% cap.

Fund 21-09 may be refunded from the first year savings without placing a burden on the general fund in future years.

***Savings Reserve***

In order for the savings to pay for the construction of the solar project without placing a burden on the general fund during the 17 year term of the financing, it is recommended that the District set aside the annual savings in a District reserve fund to help pay for debt service in the years after the California Solar Initiative payments fall away.

Under this analysis, with the reserve fund established, the reserve fund is projected to grow at 1.5% as the California Solar Incentive payments enable the

ITEM 18

reserve fund to accumulate \$1,917,825 in the first five years. The reserve fund is projected to be drawn down to a low of \$666,056 in year 12, after which the reserve fund grows to a balance of \$1,132,055 in the final year, year 17, of debt service. Should the District wish to accumulate future savings in years 18-25, the reserve fund is projected to grow to \$8,629,423.

In order to move forward and price the bonds, staff recommends that the Board adopt the attached resolution.

**RECOMMENDATION:**

It is recommended that the Board adopt the attached Resolution of the Board of Trustees of the San Dieguito Union High School District Authorizing Certain Actions Relating to the Issuance of the San Dieguito Public Facilities Authority Lease Revenue Bonds and Distribution of an Official Statement.

**FUNDING SOURCE:**

n/a

**San Diego Union High School District  
Qualified School Construction Bond Analysis**

**ITEM 18**

Year	Floor Case														
	QSCBs					Interest on Set-Asides		Net D/S and Savings			Savings Assuming Excess Savings Set-Asides				
	Gross Energy Savings	QSCB Principal Set-Aside	Interest @ 8%	Subsidy @ 5.88%	Total QSCB Debt Service	Running Total Set-Aside	Interest @ 3%	Net Total Debt Service	Annual Net Savings	Present Value @ 5%	Gross Energy Savings + prior Excess Savings & Interest	Annual Net Savings with prior Excess Savings	District COI Contribution	Annual Net Savings with prior Excess Savings	Excess Savings @ 1.5%
1	1,386,009	770,000	1,041,200	(765,282)	1,045,918	770,000	-	1,045,918	340,091	323,896	1,386,009	340,091	215,000	125,091	-
2	1,398,357	770,000	1,041,200	(765,282)	1,045,918	1,540,000	(23,100)	1,022,818	375,539	340,625	1,525,324	502,506	-	502,506	1,876
3	1,413,222	765,000	1,041,200	(765,282)	1,040,918	2,305,000	(46,200)	994,718	418,504	361,519	1,923,266	928,548	-	928,548	7,538
4	1,429,051	765,000	1,041,200	(765,282)	1,040,918	3,070,000	(69,150)	971,768	457,283	376,208	2,371,527	1,399,759	-	1,399,759	13,928
5	1,445,888	765,000	1,041,200	(765,282)	1,040,918	3,835,000	(92,100)	948,818	497,070	389,467	2,866,643	1,917,825	-	1,917,825	20,996
6	579,164	765,000	1,041,200	(765,282)	1,040,918	4,600,000	(115,050)	925,868	(346,704)	(258,716)	2,525,757	1,599,889	-	1,599,889	28,767
7	604,329	765,000	1,041,200	(765,282)	1,040,918	5,365,000	(138,000)	902,918	(298,589)	(212,201)	2,228,217	1,325,299	-	1,325,299	23,998
8	630,582	765,000	1,041,200	(765,282)	1,040,918	6,130,000	(160,950)	879,968	(249,386)	(168,794)	1,975,760	1,095,792	-	1,095,792	19,879
9	657,974	765,000	1,041,200	(765,282)	1,040,918	6,895,000	(183,900)	857,018	(199,044)	(128,306)	1,770,203	913,185	-	913,185	16,437
10	686,551	765,000	1,041,200	(765,282)	1,040,918	7,660,000	(206,850)	834,068	(147,517)	(90,562)	1,613,434	779,366	-	779,366	13,698
11	716,367	765,000	1,041,200	(765,282)	1,040,918	8,425,000	(229,800)	811,118	(94,751)	(55,399)	1,507,423	696,305	-	696,305	11,690
12	747,475	765,000	1,041,200	(765,282)	1,040,918	9,190,000	(252,750)	788,168	(40,693)	(22,660)	1,454,224	666,056	-	666,056	10,445
13	779,925	765,000	1,041,200	(765,282)	1,040,918	9,955,000	(275,700)	765,218	14,707	7,800	1,455,973	690,755	-	690,755	9,991
14	813,784	765,000	1,041,200	(765,282)	1,040,918	10,720,000	(298,650)	742,268	71,516	36,120	1,514,900	772,632	-	772,632	10,361
15	849,106	765,000	1,041,200	(765,282)	1,040,918	11,485,000	(321,600)	719,318	129,788	62,430	1,633,328	914,010	-	914,010	11,589
16	770,762	765,000	1,041,200	(765,282)	1,040,918	12,250,000	(344,550)	696,368	74,394	34,081	1,698,482	1,002,114	-	1,002,114	13,710
17	788,328	765,000	1,041,200	(765,282)	1,040,918	13,015,000	(367,500)	673,418	114,910	50,135	1,805,473	1,132,055	-	1,132,055	15,032
18	806,294	-	-	-	-	-	-	-	806,294	335,032	1,955,330	1,955,330	-	1,955,330	16,981
19	824,669	-	-	-	-	-	-	-	824,669	326,350	2,809,329	2,809,329	-	2,809,329	29,330
20	843,463	-	-	-	-	-	-	-	843,463	317,892	3,694,933	3,694,933	-	3,694,933	42,140
21	862,686	-	-	-	-	-	-	-	862,686	309,655	4,613,042	4,613,042	-	4,613,042	55,424
22	882,347	-	-	-	-	-	-	-	882,347	301,630	5,564,585	5,564,585	-	5,564,585	69,196
23	902,455	-	-	-	-	-	-	-	902,455	293,814	6,550,509	6,550,509	-	6,550,509	83,469
24	923,022	-	-	-	-	-	-	-	923,022	286,200	7,571,789	7,571,789	-	7,571,789	98,258
25	944,058	-	-	-	-	-	-	-	944,058	278,783	8,629,423	8,629,423	-	8,629,423	113,577
<b>Total</b>	<b>22,685,869</b>	<b>13,015,000</b>	<b>17,700,400</b>	<b>(13,009,794)</b>	<b>17,705,606</b>		<b>(3,125,850)</b>	<b>14,579,756</b>	<b>8,106,113</b>	<b>3,494,998</b>			<b>215,000</b>	<b>8,629,423</b>	

**Notes:**  
Assumes Project Amount of \$12,754,516

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT  
AUTHORIZING CERTAIN ACTIONS RELATING TO THE  
ISSUANCE BY THE SAN DIEGUITO PUBLIC FACILITIES  
AUTHORITY OF LEASE REVENUE BONDS AND  
DISTRIBUTION OF AN OFFICIAL STATEMENT**

**WHEREAS**, the San Dieguito Union High School District (the “**School District**”) and Community Facilities District No. 94-1 of the School District formed the San Dieguito Public Facilities Authority (the “**Authority**”) pursuant to a “Joint Exercise of Powers Agreement”;

**WHEREAS**, the Authority is a joint exercise of powers authority duly organized and operating pursuant to Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (§ 6500 et seq.) (hereinafter, the “**Act**”);

**WHEREAS**, Article 4 of the Act (§ 6584 et seq.) authorizes and empowers the Authority to issue bonds to finance certain public improvements or working capital whenever a local agency determines that there are significant public benefits from doing so;

**WHEREAS**, the American Recovery and Reinvestment Act of 2009 grants a national allocation of \$11 billion to provide for the issuance of qualified school construction bonds, in accordance with Sections 54A and 54F of the Internal Revenue Code of 1986, as amended, and \$25,000,000 of said allocation was granted to the School District to provide financing for the construction, reconstruction or repair of public school facilities, or the acquisition of land on which such facilities are to be constructed with part of the proceeds of such issue;

**WHEREAS**, the Hiring Incentives to Restore Employment Act of 2010 (the “**HIRE Act**”) allows for the issuer of qualified school construction bonds to elect to receive a credit under Section 6431 of the Code in lieu of the holders of such bonds earning a tax credit under Section 54A of the Code (the “**QSCB Credit**”);

**WHEREAS**, the closing of the transactions (“**Transactions**”) contemplated under those certain resolutions adopted by the District on November 12, 2009 (the “**Prior Resolutions**”) were delayed pending the passage of the HIRE Act;

**WHEREAS**, the District reaffirms the Transactions other than as specifically set forth herein;

**WHEREAS**, in order to assist the School District in financing various public facilities benefitting the School District, the Authority proposes to change the structure of the qualified school construction bonds (the “**Qualified School Construction Bonds**”) previously approved by irrevocably electing to have the Authority receive a credit under Section 6431 of the Code in lieu of the holders of the Series A Bonds earning a tax credit under Section 54A of the Code;

**WHEREAS**, in order to be prepared for changes in the financial market which may occur prior to the issuance of the Bonds and which, if deemed to be in the best interest of the Authority, may make it more advantageous to issue only Qualified School Construction Bonds

## ITEM 18

and no Series B Bonds, the Authority wishes to approve an election of issuance of only Qualified School Construction Bonds;

**WHEREAS**, the School District is authorized to undertake all of the above pursuant to applicable laws of the State of California;

**NOW, THEREFORE**, this Board does find, resolve, determine and order as follows:

**Section 1. QSCB Credit.** This Board finds that there will be significant public benefit in the (i) irrevocable election of the Authority to receive the QSCB Credit in lieu of the bondholders receiving a tax credit if the Authority deems such election to be in the best interests of the Authority, and (ii) the election of the Authority to issue only Qualified School Construction Bonds and no Series B Bonds if the Authority deems such election to be in the best interests of the Authority.

**Section 2. Documents.** This Board finds that there will be significant public benefit in the Authority entering into the Trust Agreement, the Continuing Disclosure Certificate, the Bond Purchase Contract, the Lease Agreement, and the Sublease Agreement attached as exhibits to the Prior Resolutions, with modifications, where applicable, to reflect the restructure of the Qualified School Construction Bonds to allow for the QSCB Credit and to allow for only Qualified School Construction Bonds, and with any other changes therein as may be necessary or as the Authority may approve, in their discretion, as being in the best interests of the Authority, such approval to be evidenced conclusively by the execution and delivery thereof.

**Section 3. Official Statement.** E. J. De La Rosa & Co., Inc., as underwriter, is authorized to distribute an official statement of the Authority (in preliminary and final form) containing information relating to the School District.

**Section 4. General Authorization.** The members of this Board, the officers of the School District and their authorized representatives, including but not limited to the Associate Superintendent of Business Services of the School District and the Executive Director of Business Services of the School District are, and each of them acting alone is, hereby authorized and directed to take such actions, and to execute such documents, instruments and certificates, directly or indirectly related and as may be necessary to effectuate the purposes of this Resolution.

**Section 5. Ratification.** All actions heretofore taken by the officers, employees and agents of the District with respect to the transactions set forth above are hereby approved, confirmed and ratified.

**Section 6. Defined Terms.** Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Prior Resolutions.

This Resolution shall take effect immediately upon its passage.

*[Remainder of this page intentionally left blank]*

ITEM 18

The foregoing Resolution was on the 15th day of April, 2010 adopted by the Board of Trustees of the San Dieguito Union High School District.

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

By: \_\_\_\_\_  
President

ATTEST:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ITEM 18

STATE OF CALIFORNIA )

COUNTY OF SAN DIEGO )

I, \_\_\_\_\_, President of the Board of Trustees of the San Dieguito Union High School District (the “**Board**”) do hereby certify that the foregoing Resolution was duly adopted by the Board of said San Dieguito Union High School District acting as legislative body of the Community Facilities District No \_\_\_\_ at a meeting of said Board held on the 15th day of April, 2010, and that it was so adopted by the following vote:

**AYES: MEMBERS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOES: MEMBERS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ABSTAIN: MEMBERS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ABSENT: MEMBERS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
President of the Board of Trustees



# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** March 31, 2010

**BOARD MEETING DATE:** April 15, 2010

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

**SUBJECT:** HOME-TO-SCHOOL TRANSPORTATION

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### EXECUTIVE SUMMARY

With the loss of Categorical Funding, the district faces an additional shortfall in revenue for home-to-school transportation of \$482,921 for the 2010-11 school year. Three possible options for addressing this issue are presented for Board consideration and input.

#### Option 1

Eliminate home-to-school transportation for the 2010-11 school year. Notification would be provided this Spring to the families of current and incoming 7<sup>th</sup> grade students informing them that the service will not be provided.

#### Option 2

Eliminate home-to-school transportation for the 2011-12 school year. Notification would be provided to the families of incoming 7<sup>th</sup> grade students informing them that the service would be provided for one year only, and then cease to exist in 2011-12.

#### Option 3

Continue to provide home-to-school transportation.

At present, home-to-school transportation is provided for middle school students only. Approximately 23% of current 7<sup>th</sup> and 8<sup>th</sup> grade students utilize the service. None of the five elementary feeder districts provide home-to-school service. Neither is the service provided at the high school level in this district.

## ITEM 19

The annual **gross savings** to the district in Options 1 & 2 would be \$843,523. The loss of parent revenue coupled with the gain in General Fund savings would yield an annual **net savings** to the district of \$909,167. Option 3 would require an annual General Fund **contribution** of \$482,921, unless ridership fees are increased by 100% to cover that amount.

### **RECOMMENDATION:**

This item is presented for Board discussion and direction.

KN/bb

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** March 31, 2010

**BOARD MEETING DATE:** April 15, 2010

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

**SUBMITTED BY:** Ken Noah  
Superintendent

**SUBJECT:** Contract Extension with San Dieguito Faculty Association

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### EXECUTIVE SUMMARY

The District's current collective bargaining agreement with SDFA is a three-year agreement which concludes June 30, 2010. Last month the District and SDFA representatives met and reached tentative agreement for a three-year extension of the current Master Contract, extending it through June 30, 2013. The extension was ratified March 30, 2010 by a vote of the bargaining unit and is submitted for approval by the Board of Trustees. The tentative agreement for Master Contract extension is attached.

### RECOMMENDATION:

It is recommended that the Board of Trustees approve the District's three-year contract extension, from July 1, 2010 through June 30, 2013, with the San Dieguito Faculty Association.

### FUNDING SOURCE:

N/A

Attachment  
dr

# Tentative Contract Extension

ITEM 20

All current Master Contract language shall be extended for the 2010-2011, 2011-2012, 2012-2013 school years, with the exceptions noted below. Wages and benefits, most specifically articles 9.01 and 10.01 will be reopeners for school years 2011-12 and 2012-13.

## Article 9.01: Wages

### A. Salary Schedule

- For the 2010-2011 school year, the salary schedule may be increased if there is an increase in district –received property tax revenue as compared from the 2009-10 school year to the 2010-2011 school year. Any such raise would be retroactive to July 1, 2010, and the District would apply to the certificated salary schedule a percentage increase derived by multiplying increase by one-half. This calculation will be determined when district revenue from property tax income is finalized (approximately May, 2011).

For example, if the district's property increase equated to 2%, the multiplying 2% by one-half would yield a salary schedule increase of 1%.

In May of 2011, the district shall review the salary schedules for the ten comparison districts.

The salary schedule benchmark for purposes of comparison shall be BA + 60, Step 10. The District shall calculate the minimum percentage (to .1%) increase necessary to ensure that the District maintains its number one ranking at this benchmark and shall apply such percentage to the entire certificated salary schedule retroactive to July 1 of 2010. If the District reverts to Revenue Limit funding, Letter A of Article 9.01 reverts to the previous Revenue Limit contract language.

- **EL Stipend**

Unit members who have earned English Language Authorization shall receive a \$1000 stipend, pro-rata, for the 2009-10 and 2010-2011 school years. Dates of payment to be mutually-agreed upon.

## Article 10.01: Fringe Benefits

This will continue for the 2010-2011 school year. It includes language on Flexible Spending Account, Health Coverage, Dental Insurance, Income Protection Plan, Tax Sheltered Programs, Life Insurance and other options.

## Article 2.01: Working Hours

- **Member Prep Days**

Unit members shall continue to be provided three full days (of the total six inservice days) for individual school preparation for the 2010-2011 school year. Dates of these preparation days to be determined by SDFA after consultation with the District.

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** March 31, 2010

**BOARD MEETING DATE:** April 15, 2010

**PREPARED BY:** Stephen Ma, Assoc. Superintendent, Business  
Eric Dill, Exec. Director, Business Services

**SUBMITTED BY:** Ken Noah  
Superintendent

**SUBJECT:** ADOPTION OF RESOLUTION FOR TAX &  
REVENUE ANTICIPATION NOTES (TRANS) FOR  
FISCAL YEAR 2010-11

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### EXECUTIVE SUMMARY

#### BACKGROUND:

Tax and Revenue Anticipation Notes (TRANS) are short-term debt instruments issued by school districts to eliminate cash flow deficiencies, which result from fluctuations in revenue receipts and expenditure disbursements. Generally, TRANS are issued for 12 months and repaid out of revenues of the fiscal year in which the borrowing occurs. The TRANS will be issued through a pooled financing program of school districts located in San Diego County. The San Diego County Office of Education and the County of San Diego organize the pooled program.

#### CURRENT CONSIDERATION:

The purpose of the temporary borrowing is to increase available cash resources, which provide operating funds to cover cash shortfalls. Cash shortfalls arise because monthly cash receipts fluctuate throughout the year while monthly expenses are relatively constant. The borrowing may also provide an additional source of revenue because the cost of borrowing is less than reinvestment income, producing a net gain to the District. This has occurred in recent years, however, weak market conditions are reducing the reinvestment spreads at the current time.

The attached resolution authorizes the issuance by the District of TRANS in an amount not to exceed \$20,000,000. The not to exceed amount is significantly higher than the \$13,380,000 borrowed in 2009-10. We do not expect to use the full amount; rather, we are stating this sum while we work through our 10-11 cash flow projections and also as a precaution in the event of further unforeseen actions by the state or volatility in our property tax revenue which could affect our cash flow in the next fiscal year.

## ITEM 21

The resolution authorizes various financing documentation, including a Purchase Contract, Trust Agreement, Credit Agreement, Preliminary Official Statement and Financial Advisory Agreement, which will be on file in the District Office. The Credit Agreement will be entered into with a highly rated financial institution only if the use of credit enhancement provides an economic benefit to the District, based upon the advice of the District's financial advisor. The resolution authorizes the Superintendent, the Associate Superintendent of Business Services, or the Executive Director of Business Services to sign financing documentation in connection with the issuance of the TRANS. The resolution also appoints the law firm of Orrick, Herrington, & Sutcliffe as bond counsel to the District. Orrick is a national law firm, which specializes in municipal bond law. GreenCoast Capital Partners is the financial advisory firm assisting the District with the TRANS.

**RECOMMENDATION:**

It is recommended that the Board adopt the attached resolution for Tax and Revenue Anticipation Notes for fiscal year 2010-11.

**FUNDING SOURCE:      General Fund / Unrestricted (03-00)**

RESOLUTION NO. \_\_\_\_

RESOLUTION OF SAN DIEGUITO UNION HIGH SCHOOL DISTRICT AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2010-2011 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2010 TAX AND REVENUE ANTICIPATION NOTES THEREFOR IN AN AMOUNT NOT TO EXCEED \$20,000,000 AND PARTICIPATION IN THE SAN DIEGO COUNTY AND SCHOOL DISTRICT TAX AND REVENUE ANTICIPATION NOTE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID NOTES

**WHEREAS**, school districts and the County of San Diego (the “County”) are authorized by Sections 53850 to 53858, both inclusive, of the Government Code of the State of California (the “Act”) (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes;

**WHEREAS**, the legislative body (the “Board”) of the school district specified in Section 22 hereof (the “District”) has determined that an amount not to exceed the maximum amount of borrowing specified in Section 22 hereof (the “Principal Amount”) is needed for the requirements of the District, a political subdivision situated in the County, for any of the purposes of the District, as authorized by the Act, and that it is necessary that said Principal Amount be borrowed for such purpose at this time by the issuance of one or more series of notes therefor in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys to be received, accrued or held by the District and provided for or attributable to its fiscal year ending June 30, 2011 (the “Repayment Fiscal Year”);

**WHEREAS**, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance of one or more series of its 2010 Tax and Revenue Anticipation Notes, with an appropriate series designation if more than one note is issued (collectively, the “Note”);

**WHEREAS**, to the extent required by law, the District requests the Board of Supervisors of the County to borrow, on the District’s behalf, the Principal Amount by the issuance of the Note;

**WHEREAS**, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys of the District provided for or attributable to the Repayment Fiscal Year, and available for the payment of the principal of the Note and the interest thereon which, at the time of receipt are not restricted to other purposes, except to the extent such other purposes have been funded from Note proceeds (exclusive of any moneys required to be used to repay a treasurer’s loan as described in Section 17 hereof);

**WHEREAS**, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax and revenue anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue, cash receipts or other moneys for the Repayment Fiscal Year;

## ITEM 21

**WHEREAS**, pursuant to Section 53856 of the Act, certain moneys which will be received or accrued by the District and provided for or attributable to the Repayment Fiscal Year can be pledged for the payment of the principal of the Note and the interest thereon (as hereinafter provided);

**WHEREAS**, the District has determined that it is in the best interests of the District to participate in the San Diego County and School District Tax and Revenue Anticipation Note Program (the "Program"), whereby participating school districts and the County (collectively, the "Issuers") will simultaneously issue tax and revenue anticipation notes, which will be marketed together with some or all of the notes issued by other school districts and the County participating in the Program upon the determination by a District Officer at that time that participation in such Program is in the best financial interests of the District, or alternatively, the District may issue its note on a stand-alone basis, depending on market conditions;

**WHEREAS**, the financial advisor to the participating school districts (the "Financial Advisor"), together with the underwriter appointed in Section 21 hereof (the "Underwriter"), will structure one or more pools of notes (which may include a single note of one participating school district) or series of note participations (referred to herein as the "Note Participations," the "Series" and/or the "Series of Note Participations") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures Note Participations comprising each Series and (ii) possibly other features, all of which the District hereby authorizes the Financial Advisor to determine;

**WHEREAS**, the Program requires the Issuers participating in any particular Series to deposit their tax and revenue anticipation notes with a trustee, pursuant to a trust agreement (the "Trust Agreement") between such Issuers and the banking institution named therein as trustee (the "Trustee");

**WHEREAS**, the Trust Agreement provides, among other things, that for the benefit of owners of Note Participations, that the District shall provide notices of the occurrence of certain enumerated events, if deemed by the Districts to be material;

**WHEREAS**, the Program requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Note Participations evidencing and representing proportionate, undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series;

**WHEREAS**, the District desires to have the Trustee execute and deliver (i) a Series of Note Participations which evidence and represent interests of the owners thereof in its Note and the notes issued by other Issuers in such Series, if any; if the District Officer determines at the time of issuance of its Note that participation in such Program is in the best financial interests of the District;

**WHEREAS**, as additional security for the owners of the Note Participations, all or a portion of the payments by the District or by the other Issuers of their respective notes may or may not be secured either by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the "Credit Instrument")



## ITEM 21

issued by the credit provider or credit providers designated in the Trust Agreement, as finally executed (collectively, the “Credit Provider”), which may be issued pursuant to a credit agreement or agreements or commitment letter or letters designated in the Trust Agreement (collectively, the “Credit Agreement”) between the Issuers and the respective Credit Provider;

**WHEREAS**, the net proceeds of the Note may be invested under an investment agreement with an investment provider to be determined on behalf of the Issuers by the County Officer, as hereinafter defined, in the Pricing Confirmation set forth in Exhibit A to the Purchase Agreement hereinafter defined;

**WHEREAS**, the Program requires that each participating Issuer approve the Trust Agreement and the alternative Credit Instruments, if any, in substantially the forms presented to the Board, or, in the case of the Credit Instruments, if any, if not presented, in a form which complies with such requirements and standards as may be determined by the Board, with the final form and type of Credit Instrument and corresponding Credit Agreement, if any, determined upon execution by the County Officer, as hereinafter defined, of the Pricing Confirmation;

**WHEREAS**, pursuant to the Program, in the event that other Issuers participate with the District in a Series of notes sold into a pool, each participating Issuer will be responsible for its share of (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b), if applicable, the fees of the Credit Provider, the Issuer’s allocable share of all Predefault Obligations and the Issuer’s Reimbursement Obligations, if any (each as defined in the Trust Agreement), and in the event that the Note is sold on a stand-alone basis, the District will be responsible for (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b), if applicable, the fees of the Credit Provider, all Predefault Obligations and the Issuer’s Reimbursement Obligations, if any;

**WHEREAS**, pursuant to the Program, the Note and the notes issued by other Issuers, if any, participating in the same Series (all as evidenced and represented by a Series of Note Participations) will be offered for sale through negotiation with the Underwriter or directly to a purchaser or purchasers under the terms of a placement or purchase agreement (the “Purchase Agreement”) approved by an Authorized District Representative and the County Officer, as referred to in Section 4;

**WHEREAS**, the District has determined that it may be desirable to provide for the issuance of an additional parity note (the “Parity Note”) during the Repayment Fiscal Year, the principal and interest on which are secured by Pledged Revenues, hereinafter defined, on a parity with the Note; and

**WHEREAS**, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

**NOW, THEREFORE**, the Board hereby finds, determines, declares and resolves as follows:

**Section 1. Recitals.** All the above recitals are true and correct and this Board so finds and determines.

## ITEM 21

**Section 2. Authorization of Issuance.** This Board hereby determines to borrow, and, to the extent required by the Act, requests the Board of Supervisors of the County to borrow on behalf of the District, solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received, accrued or held by the District and provided for or attributable to the Repayment Fiscal Year, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, the Note, which may be issued in one or more series, in a combined amount not to exceed the Principal Amount under Sections 53850 *et seq.* of the Act, designated the District's "2010 Tax and Revenue Anticipation Note," with an appropriate series designation if more than one series is issued, to be issued in the form of fully registered notes, to be dated the date of delivery to the respective initial purchaser thereof, to mature (with or without option of prior redemption at the election of the District) not more than 15 months after each such delivery date on a date indicated on the face thereof and determined in the related Pricing Confirmation (as it pertains to each series, the "Maturity Date"), and to bear interest, payable on the respective Maturity Date, and, if such Maturity Date is more than 12 months from the date of issuance, the interim interest payment date set forth in the related Pricing Confirmation, and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate or rates, if more than one Note is issued, not to exceed 12% per annum, as determined at the time of the sale of the respective Note (as it pertains to each series, the "Note Rate").

If the respective Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument and is not paid at maturity or is paid (in whole or in part) by a draw under or claim upon a Credit Instrument which draw or claim is not fully reimbursed on such date, it shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof (or the portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw or claim has not been fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If the respective Note as evidenced and represented by the Series of Note Participations is unsecured in whole or in part and is not fully paid at maturity, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. In each case set forth in the preceding two sentences, the obligation of the District with respect to such Defaulted Note or unpaid Note shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any available revenues provided for or attributable to the Repayment Fiscal Year, as provided in Section 8 hereof. The percentage of the respective Note as evidenced and represented by the Series of Note Participations to which a Credit Instrument, if any, applies (the "Secured Percentage") shall be equal to the amount of the Credit Instrument divided by the aggregate amount of unpaid principal of and interest on notes (or portions thereof) of all Issuers of notes comprising such Series of Note Participations, expressed as a percentage (but not greater than 100%) as of the maturity date. Both the principal of and interest on the Note shall be payable in lawful money of the United States of America.

Each Note may be issued in conjunction with the note or notes of one or more other Issuers, if any, as part of the Program and within the meaning of Section 53853 of the Act, upon the determination of the District Officer at the time of issuance of the Note that participation in such Program is in the best financial interests of the District.

## ITEM 21

**Section 3. Form of Note.** The Note shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, as attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures to be inserted or determined at closing.

**Section 4. Sale of Note; Delegation.** The Note as evidenced and represented by the Note Participations may be sold to the Underwriter appointed in Section 21 pursuant to the terms and provisions of the Purchase Agreement. The form of the Purchase Agreement, including the form of the Pricing Confirmation set forth as Exhibit A thereto, presented to this meeting is hereby approved; provided, however, in the event one or more Authorized District Representatives identified in Section 22 hereof decides it is in the best interest of the District to sell the Note pursuant to a private placement, an Authorized District Representative may approve a different form of one or more Purchase Agreements and/or Pricing Confirmation. The Chief Financial Officer, or in the absence of such officer, his or her assistant, the County Treasurer-Tax Collector, or, in the absence of such officer, his or her assistant and the Debt Finance Manager (each a "County Officer") are each hereby individually authorized and directed to execute and deliver the Purchase Agreement by executing and delivering the Pricing Confirmation, each in substantially said form, with such changes thereto as such County Officer executing the same shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; *provided, however*, that the Note Rate shall not exceed 12% per annum, and that the District's *pro rata* share of Underwriter's discount on the Note, when added to the District's share of the costs of issuance of the Note Participations, shall not exceed 1.0% of the amount of the Note; *provided further*, that there shall be no Underwriter's discount in the event of a private placement of the Series of Note Participations, but such private placement will be subject to a placement fee to be approved by an Authorized District Representative. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

**Section 5. Program Approval.** The Note may be combined with notes of other Issuers, if any, into a Series as set forth in the Preliminary Official Statement, hereinafter mentioned, and shall be sold simultaneously with such other notes of that Series supported by the Credit Instrument (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Note Participations which shall evidence and represent proportionate, undivided interests in the in the proportion that the face amount of the bears to the total aggregate face amount of the Note and the notes issued by other Issuers which the Series of Note Participations represent. Such Note Participations may be delivered in book-entry form.

The forms of Trust Agreement and alternative general types and forms of Credit Agreements, if any, presented to this meeting or otherwise to the Board, are hereby approved, and the President or Chairperson of the Board of the District, the Superintendent, the Assistant Superintendent for Business, the Business Manager or Chief Financial Officer of the District, as the case may be, or, in the absence of any such officer, his or her assistant (each a "District Officer") is hereby authorized and directed to execute and deliver the Trust Agreement and a Credit Agreement, if applicable, which shall be identified in the Pricing Confirmation, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to the District Officer following execution by the County Officer of the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval

## ITEM 21

of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement and the Credit Agreement, if any. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. The District Officer is hereby authorized and directed to comply with and carry out all of the provisions of the Trust Agreement with respect to continuing disclosure; *provided however*, that failure of the District to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default hereunder. Any Credit Agreement identified in the Pricing Confirmation but not at this time before the Board shall include reasonable and customary terms and provisions relating to fees, increased costs of the Credit Provider, if any, payable by the District, negative and affirmation covenants of the District and events of default. The proposed form of preliminary offering document, which may be a preliminary official statement, preliminary private offering memorandum or preliminary limited offering memorandum (the "Preliminary Official Statement") relating to the Series of Note Participations, in substantially the form presented to this meeting or otherwise to the Board, is hereby approved with such changes, additions, completion and corrections as any Authorized District Representative may approve, and the Underwriter is hereby authorized and directed to cause to be mailed to prospective bidders the Preliminary Official Statement in connection with the offering and sale of the Series of Note Participations. Such Preliminary Official Statement, together with any supplements thereto, shall be in form "deemed final" by the District for purposes of Rule 15c2-12, promulgated by the Securities and Exchange Commission (the "Rule"), unless otherwise exempt, but is subject to revision, amendment and completion in a final official statement, private offering memorandum or limited offering memorandum (the "Official Statement"). The Official Statement in substantially said form is hereby authorized and approved, with such changes therein as any Authorized District Representative may approve. The Authorized District Representative is hereby authorized and directed, at or after the time of the sale of any Series of Note Participations, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authorized District Representative may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The District Officer is hereby authorized and directed to provide the Financial Advisor and the Underwriter with such information relating to the District as they shall reasonably request for inclusion in the Preliminary Official Statement. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement is, except for certain omissions permitted by the Rule, hereby deemed final within the meaning of the Rule; *provided* that no representation is made as to the information contained in the Preliminary Official Statement relating to the other Issuers, if any, or any Credit Provider. If, at any time prior to the execution of the Pricing Confirmation, any event occurs as a result of which the information contained in the Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Financial Advisor and the Underwriter.

The Trustee is authorized and directed to execute Note Participations on behalf of the District pursuant to the terms and conditions set forth in the Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Note Participations contained in

## ITEM 21

the Trust Agreement. When so executed, the Note Participations shall be delivered by the Trustee to the purchaser upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

Subject to Section 8 hereof, the District hereby agrees that if its Note as evidenced and represented by the Series of Note Participations shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which no reimbursement on a draw or claim has been made shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to the Series of Note Participations, and therefore, if applicable, all or a portion of the District's Note, if any, has been reimbursed for any drawings or payments made under the Credit Instrument with respect to the Note, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and, (ii) the holders of the Series of the Note Participations which evidence and represent the Note are paid the full principal amount represented by the unsecured portion of the Note plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the Series of Note Participations will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under the Note, any fees or expenses of the Trustee and, to the extent permitted by law, if the District's Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under the Note), (i) arising out of an "Event of Default" hereunder (or pursuant to Section 8 hereof) or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the principal amount of its Note over the aggregate principal amounts of all notes, including the Note, of the Series of which the Note is a part, at the time of original issuance of such Series. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

**Section 6. No Joint Obligation; Owners' Rights.** The Note shall be marketed and sold on either a stand-alone basis or simultaneously with the notes of other Issuers, if any, and aggregated and combined with notes of such other Issuers participating in the Program into a Series of Note Participations evidencing and representing an interest in several, and not joint, obligations of each such Issuer. The obligation of the District to Owners is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, and the Note as evidenced and represented by such Series of Note Participations.

Owners of Note Participations, to the extent of their interest in the Note, shall be treated as owners of the Note and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and the Note. The District hereby recognizes the right of the Owners acting directly or through the Trustee to enforce the obligations and covenants contained in the Note, this Resolution and the Trust

## ITEM 21

Agreement. The District shall be directly obligated to each Owner for the principal and interest payments on the Note evidenced and represented by the Note Participations without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

The provisions of this Section 6 apply equally to a Parity Note, if any, as if referred to herein, in the event that the District Officer determines at the time of issuance of the Parity Note that participation in a similar Program to pool the Parity Note with the notes of other issuers is in the best financial interests of the District.

**Section 7. Disposition of Proceeds of Note.** The moneys received from the sale of the Note allocable to the District's costs related to the issuance of the Note, if sold on a stand-alone basis or the District's share of the costs of issuance if issued in a pool with other Issuers, shall be deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement and expended on costs of issuance as provided in the Trust Agreement. The moneys received from the sale of the Note (net of the District's costs related to the issuance of the Note if sold on a stand-alone basis or the District's share of the costs of issuance if issued in a pool with other Issuers) shall be deposited in the District's Proceeds Subaccount within the Proceeds Fund hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to expend funds upon requisition from the Proceeds Subaccount as specified in the Trust Agreement. Amounts in the Proceeds Subaccount are hereby pledged to the payment of the Note.

The Trustee will not create subaccounts within the Proceeds Fund, but will keep records to account separately for proceeds of the Note Participations allocable to the District's Note on deposit in the Proceeds Fund which shall constitute the District's Proceeds Subaccount.

The provisions of this Section 7 apply equally to a Parity Note, if any, as if referred to herein, in the event that the District Officer determines at the time of issuance of the Parity Note that participation in a similar Program to pool the Parity Note with the notes of other issuers is in the best financial interests of the District.

**Section 8. Source of Payment.** The Principal Amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which are received, accrued or held by the District and are provided for or attributable to the Repayment Fiscal Year and which are available for payment thereof. As security for the payment of the principal of and interest on the Note and the amount, if any owed the Credit Provider, the District hereby pledges certain Unrestricted Revenues (as hereinafter provided, the "Pledged Revenues") which are received, accrued or held by the District and are provided for or attributable to the Repayment Fiscal Year, and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the first moneys received by the District from such Pledged Revenues, and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts and other moneys of the District lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act). The term "Unrestricted Revenues" shall mean all taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys, which are generally available for the payment of

## ITEM 21

current expenses and other obligations of the District. The Noteholders, Owners and Credit Provider shall have a first lien and charge on such Unrestricted Revenues as herein provided which are received, accrued or held by the District and are provided for or attributable to the Repayment Fiscal Year. Notwithstanding the foregoing, the terms “Unrestricted Revenue” and “Pledged Revenues” shall exclude moneys which, when received by the District, will be encumbered for a special purpose unless an equivalent amount of the proceeds of the Note is set aside and used for said special purpose; and provided further, the terms “Unrestricted Revenues” and “Pledged Revenues” shall exclude any moneys required to be used to repay a treasurer’s loan as described in Section 17 hereof. The District may incur indebtedness secured by a pledge of its Pledged Revenues subordinate to the pledge of Pledged Revenues hereunder and may issue subordinate tax and revenue anticipation notes.

In order to effect the pledge referred to in the preceding paragraph, the District agrees to the establishment and maintenance of the Payment Account as a special fund of the District (the “Payment Account”) by the Trustee as the responsible agent to maintain such fund until the payment of the principal of the Note and the interest thereon, and the District agrees to cause to be deposited (and shall request specific amounts from the District’s funds on deposit with the County Treasurer-Tax Collector for such purpose) directly therein on the dates specified in the related Pricing Confirmation for each series of the Note as sequentially numbered Repayment Dates (each individual date a “Repayment Date” and collectively “Repayment Dates”) (and any amounts received thereafter provided for or attributable to the Repayment Fiscal Year) until the amount on deposit in such fund, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date, is equal on the respective Repayment Dates identified in the Pricing Confirmation to the percentages of the principal of the Note and interest due on the Note, as specified in the related Pricing Confirmation.

The District Officer is hereby authorized to approve the determination of the Repayment Dates and percentages of the principal and interest due on the Note at maturity required to be on deposit in the Payment Account on each Repayment Date, all as specified in the related Pricing Confirmation. The execution and delivery of the Pricing Confirmation by the County Officer shall be conclusive evidence of approval by this Board and such District Officer; *provided, however*, that the maximum number of Repayment Dates for each Note shall be six. In the event that on each such Repayment Date, the District has not received sufficient Unrestricted Revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said Unrestricted Revenues, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available; and in connection therewith, the District authorizes the County Treasurer-Tax Collector to transfer any District funds then held or later received by the County Treasurer-Tax Collector, to the Trustee for deposit into the District’s Payment Account to make up any such deficiency.

Any moneys placed in the Payment Account shall be for the benefit of the owner of the Note and (to the extent provided in the Trust Agreement) the Credit Provider. The moneys in the Payment Account shall be applied only for the purposes for which the Payment Account is created until the principal of the Note and all interest thereon are paid or until provision has been made for the payment of the principal of the Note at maturity with interest to maturity and, if

## ITEM 21

applicable, the payment of all Predefault Obligations and Reimbursement Obligations owing to the Credit Provider, if any.

The moneys in the Payment Account shall be used by the Trustee, to the extent necessary, to pay the principal of and interest on the Note, or, if applicable, to reimburse the Credit Provider for payments made under or pursuant to the Credit Instrument. In the event that moneys in the Payment Account are insufficient to pay the principal of and interest on the Note in full, such moneys shall be applied in accordance with the priority set forth in the Trust Agreement. Any moneys remaining in or accruing to the Payment Account after the principal of the Note and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, have been paid, or provision for such payment has been made, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust Agreement. Nothing herein shall be deemed to relieve the District from its obligation to pay its Note in full on the Maturity Date.

Moneys in the Proceeds Subaccount and the Payment Account shall be invested by the Trustee pursuant to the Trust Agreement in investment agreement(s) and/or other Permitted Investments as described in and under the terms of the Trust Agreement and as designated in the Pricing Confirmation. In the event the County Officer designates an investment agreement or investment agreements as the investments in the related Pricing Confirmation, the District hereby directs the Trustee to invest such funds pursuant to the investment agreement or investment agreements (which shall be with a provider rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the Note Participations and acceptable to the Credit Provider, if any, and the particulars of which pertaining to interest rate and investment provider will be set forth in the Pricing Confirmation) and authorizes the Trustee to enter into such investment agreement on behalf of the District. The District's funds shall be accounted for separately and the obligation of the provider of the Investment Agreement with respect to the District under the Investment Agreement shall be severable. Any such investment by the Trustee shall be for the account and risk of the District and the District shall not be deemed to be relieved of any of its obligations with respect to the Note, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount and Payment Account.

The District shall promptly file with the Trustee and the Credit Provider, if any, such financial reports at the times and in the forms required by the Trust Agreement.

Anything herein to the contrary notwithstanding, the District may at any time during the Repayment Fiscal Year issue or provide for the issuance of a Parity Note by the County on its behalf, secured by a first lien and charge on Pledged Revenues; provided that (i) the District shall have received confirmation from each rating agency rating the outstanding Note or Series of Note Participations related to the Note, that the issuance of such Parity Note (or related series of note participation if sold into a pool) will not cause a reduction or withdrawal of such rating agency's rating on the outstanding Note or Series of Note Participations related to the Note, (ii) the maturity date of any such Parity Note shall be later than the outstanding Note and (iii) the District shall have received the written consent of the Credit Provider, if any, to the issuance of the Parity Note. In the event that the District issues a Parity Note, or provides for the issuance of a Parity Note by the County on its behalf, the District shall make appropriate deposits



## ITEM 21

into the Payment Account with respect to such Parity Note, and in such event, the Payment Account shall also be held for the benefit of the holders of the Parity Note.

**Section 9. Execution of Note.** The County Officer shall be authorized to execute the Note by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign the Note by manual or facsimile signature and to affix the seal of the County to the Note either manually or by facsimile impression thereof. Said officers of the County are hereby authorized to cause the blank spaces of the Note to be filled in as may be appropriate pursuant to the related Pricing Confirmation. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

**Section 10. Representations and Covenants.**

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt the Resolution and enter into and perform its obligations under the Purchase Agreement and (ii) authorize the County to issue the Note on its behalf.

(B) (i) Upon the issuance of the Note, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Note and the performance of its obligations thereunder and (ii) the District has full legal right, power and authority to request the County to issue and deliver the Note on behalf of the District and to perform its obligations as provided herein and therein.

(C) The issuance of the Note, the adoption of the Resolution and the execution and delivery of the Purchase Agreement, Trust Agreement and Credit Agreement, if any, and compliance with the provisions hereof and thereof will not conflict with or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of the Note or the consummation by the District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of the Note.

(E) The District has (or will have prior to the issuance of the Note) duly, regularly and properly adopted a preliminary budget for the Repayment Fiscal Year setting forth expected revenues and expenditures and has complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its final budget for the Repayment Fiscal Year, (ii) provide to the Credit Provider, if any, the Financial Advisor and the Underwriter (or owner of the Series of Note Participations in the event of a private placement), promptly upon

## ITEM 21

adoption, copies of such final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The sum of the principal amount of the District's Note plus the interest payable thereon, on the date of its issuance, will not exceed fifty percent (50%) of the estimated amounts of the District's uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys to be received or accrued by the District for the general fund of the District provided for or attributable to the Repayment Fiscal Year all of which will be legally available to pay principal of and interest on the Note (exclusive of any moneys required to be used to repay a treasurer's loan as described in Section 17 hereof).

(G) The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the last five fiscal years for which information is available, and the District, as of the date of adoption of this Resolution and on the date of issuance of the Note, reasonably expects the County to collect at least eighty-five percent (85%) of such amount for the Repayment Fiscal Year.

(H) The District (i) is not currently in default on any debt obligation and (ii) to the best knowledge of the District, has never defaulted on any debt obligation.

(I) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Financial Advisor and the Underwriter and the Credit Provider, if any, and in the Preliminary Official Statement and to be set forth in the final Official Statement, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and the Note. The District agrees to furnish to the Financial Advisor, the Underwriter (or owners of the Series of Note Participations in the event of a private placement), the Trustee and the Credit Provider, if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(J) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution.

## ITEM 21

(K) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consent of the Credit Provider, if any, or (ii) in any way that would materially adversely affect the interests of the Note holders or Note Participation Owners.

(L) Upon issuance of the Note, the Note and this Resolution will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against public entities, as applicable, in the State of California.

(M) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and the Note.

(N) Except for a Parity Note, if any, pursuant to Section 8 hereof, the District shall not incur any indebtedness secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Unrestricted Revenues hereunder.

(O) So long as the Credit Provider is not in default under the Credit Instrument, the District hereby agrees to pay its *pro rata* share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the applicable Credit Agreement, if any, and/or Trust Agreement, as applicable. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it by instructing the Trustee to pay such amounts to the Credit Provider on the District's behalf by remitting to the Credit Provider moneys held by the Trustee for the District and then available for such purpose under the Trust Agreement. If such moneys held by the Trustee are insufficient to pay the District's *pro rata* share of such Predefault Obligations and all Reimbursement Obligations attributable to the District (if any), the District shall pay the amount of the deficiency to the Trustee for remittance to the Credit Provider.

(P) As of the date of adoption of this Resolution, the District does not have a negative or qualified certification applicable to Fiscal Year 2009-2010 within the meaning of Section 42133 of the Education Code of the State of California. The District covenants that it will deliver a written notice to the Financial Advisor, the Underwriter, the Credit Provider, if any, and Bond Counsel if it receives a qualified or negative certification applicable to the Repayment Fiscal Year prior to the issuance of the Note.

(Q) The District funded its Reserve for Economic Uncertainties for Fiscal Year 2009-2010 in at least the minimum amount recommended, and will fund its Reserve for Economic Uncertainties for Fiscal Year 2010-2011 in at least the minimum amount recommended by the State Superintendent of Public Instruction.

## ITEM 21

(R) The District will maintain a positive general fund balance in the Repayment Fiscal Year.

**Section 11. Tax Covenants.** The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Note under Section 103 of the Internal Revenue Code of 1986 (the “Code”). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of the Note or any other funds of the District which would cause the Note to be “arbitrage bonds” within the meaning of Section 148 of the Code, a “private activity bond” within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is “federally guaranteed” as provided in Section 149(b) of the Code. The District, with respect to the proceeds of the Note, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

The District hereby (i) represents that the aggregate face amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and to be issued by the District during calendar year 2010, including the Note, is not reasonably expected to exceed \$5,000,000, *provided* that such amount shall be increased by the lesser of \$10,000,000 or the aggregate face amount of such tax-exempt obligations as are attributable to financing capital expenditures for public school facilities, **or in the alternative**, (ii) covenants that the District will take all legally permissible steps necessary to ensure that all of the gross proceeds of the Note will be expended no later than the day that is six months after the respective dates of issuance of the Note so as to satisfy the requirements of Section 148(f)(4)(B) of the Code.

Notwithstanding any other provision of this Resolution to the contrary, upon the District’s failure to observe, or refusal to comply with, the covenants contained in this Section 11, no one other than the holders or former holders of the Note, the Owners or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District’s failure to observe, or refusal to comply with, such covenants.

The covenants contained in this Section 11 shall survive the payment of the Note.

**Section 12. Events of Default and Remedies.**

If any of the following events occur, it is hereby defined as and declared to be and to constitute an “Event of Default”:

(a) Failure by the District to make or cause to be made the deposits to the Payment Account or any other payment required to be paid hereunder on or before the date on which such deposit or other payment is due and payable;

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or

ITEM 21

the Credit Provider, if applicable, unless the Trustee and the Credit Provider shall agree in writing to an extension of such time prior to its expiration;

(c) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Purchase Agreement (including the Pricing Confirmation) or in any instrument furnished in compliance with or in reference to this Resolution or the Purchase Agreement or in connection with the Note, is false or misleading in any material respect;

(d) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests;

(e) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(f) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidation or trustee) of the District or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests;

(g) An "Event of Default" under the terms of the resolution, if any, of the County providing for the issuance of the Note.

Whenever any Event of Default referred to in this Section 12 shall have happened and be continuing, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Without declaring the Note to be immediately due and payable, require the District to pay to the Trustee, for deposit into the Payment Account of the District, an amount equal to the principal of the Note and interest thereon to maturity, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(b) Take whatever other action at law or in equity (except for acceleration of payment on the Note) which may appear necessary or desirable to

## ITEM 21

collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, if the District's Note is secured in whole or in part by a Credit Instrument, as long as the Credit Provider has not failed to comply with its payment obligations under the Credit Instrument, the Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder so long as such action will not materially adversely affect the rights of any Owner, and the Credit Provider's prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder, except that nothing contained herein shall affect or impair the right of action of any Owner of a Note Participation to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such Owner's Note Participation.

If the Credit Provider is not reimbursed on the Maturity Date for the drawing or payment, as applicable, used to pay principal of and interest on the Note due to a default in payment on the Note by the District, or if any principal of or interest on the Note remains unpaid after the Maturity Date, the Note shall be a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which no reimbursement on a draw or claim has been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

**Section 13. Trustee.** The Trustee is hereby appointed as paying agent, registrar and authenticating agent for the Note. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of the Note when such become due and payable, from the Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in such account at the time and in the amount specified herein to provide sufficient moneys to pay the principal of and interest on the Note on the day on which it matures. Payment of the Note shall be in accordance with the terms of the Note and this Resolution.

The District hereby agrees to maintain the Trustee as paying agent, registrar and authenticating agent of the Note.

**Section 14. Approval of Actions.** The officers of the County mentioned in Section 9 hereof are hereby authorized and directed to execute the Note and cause the Trustee to authenticate and accept delivery of the Note, pursuant to the terms and conditions of this Resolution. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale and issuance of the Note and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Note in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof are hereby designated as "Authorized District Representatives" under the Trust Agreement.

## ITEM 21

**Section 15. Proceedings Constitute Contract.** The provisions of the Note and of this Resolution shall constitute a contract between the District and the registered owner of the Note and the Credit Provider, if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irreparable.

**Section 16. Limited Liability.** Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof and the County is not liable for payment of the Note or any other obligation of the District hereunder.

**Section 17. Treasurer's Loans.** To the extent necessary in the judgment of the District Officer, the District Officer is hereby authorized to enter into borrowings pursuant to Section 6 of Article XVI of the California Constitution (and statutes implementing such Article); provided, however, that such amounts shall only be borrowed to the extent that such borrowings, when added to the amount of the Note and interest owed thereon, and to other items of indebtedness issued pursuant to the Government Code, shall not at the time of such borrowings exceed 85% of the estimated remaining uncollected taxes, income, revenue, cash receipts and other moneys to be received or accrued by the District during the Repayment Fiscal Year which will be available for payment of such borrowings, the Note and other items of indebtedness issued pursuant to the Government Code and the interest thereon.

**Section 18. Submittal of Resolution to County.** To the extent required by law, the Secretary of the governing board of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of the Board of Supervisors of the County, to the Treasurer-Tax Collector of the County and to the County Superintendent of Schools.

**Section 19. Indemnification of County.** The District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of a resolution by the Board of Supervisors providing for the issuance and sale of the Note, or related to the proceedings for sale, award, issuance and delivery of the Note in connection with the Program, or in connection with any information pertaining to the District included in (or omitted from but required to be stated in) the Preliminary Official Statement or the final Official Statement. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

**Section 20. Appointment of Bond Counsel.** The law firm of Orrick, Herrington & Sutcliffe LLP, Los Angeles, California is hereby appointed Bond Counsel for the District. The District acknowledges that Bond Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters, and that Bond Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, financial and other

## ITEM 21

consultants who may have a role or interest in the proposed financing or that may be involved with or adverse to District in this or some other matter. Given the special, limited role of Bond Counsel described above, the District acknowledges that no conflict of interest exists or would exist, waives any conflict of interest that might appear to exist, and consents to any and all such relationships.

**Section 21. Appointment of Financial Advisor and Underwriter.** Any District Officer is hereby authorized, in consultation with the San Diego County Office of Education, to appoint Greencoast Capital Partners LLC to serve as Financial Advisor for the District in connection with the Program, and to execute an agreement for financial advisory services with such firm. RBC Capital Markets Corporation, together with such co-underwriters, if any, identified in the Purchase Agreement, is hereby appointed as underwriter for the Program.

**Section 22. Resolution Parameters.**

- (a) Name of District: SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
- (b) Maximum Amount of Borrowing: \$20,000,000
- (c) Authorized District Representatives:
  - (1) Superintendent
  - (2) Associate Superintendent of Business Services
  - (3) Executive Director of Business Services

**Section 23. Severability.** In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 24. Effective Date.** This Resolution shall take effect from and after its date of adoption.

[Attach form of Certification of the Clerk of the Board with respect to the Resolution, if desired (such form of Certification is not required.)]



EXHIBIT A

FORM OF NOTES

**San Dieguito Union High School District**

COUNTY OF SAN DIEGO, CALIFORNIA

2010 TAX AND REVENUE ANTICIPATION NOTE, SERIES \_\_\_<sup>\*/</sup>

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
<u>First Repayment Date</u>	<u>Second Repayment Date</u>	<u>Third Repayment Date</u>
___% (Total of principal and interest due on Note at maturity) <sup>**/</sup>	___% (Total of principal and interest due on Note at maturity) <sup>**/</sup>	___% (Total of principal and interest due on Note at maturity) <sup>**/</sup>

REGISTERED OWNER:

PRINCIPAL AMOUNT: \$ \_\_\_\_\_

FOR VALUE RECEIVED, the San Dieguito Union High School District (the “District”), located in the County of San Diego, California (the “County”), acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns, on the maturity date set forth above, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon on each Interest Payment Date, as defined in the Trust Agreement, at the rate of interest specified above (the “Interest Rate”). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal to be paid upon surrender hereof at the principal corporate trust office of Wells Fargo Bank, National Association in Los Angeles, California, or its successor in trust (the “Trustee”). Interest is payable as specified in the Trust Agreement. Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof

<sup>\*/</sup> If more than one Series is issued under the Program in the Repayment Fiscal Year.

<sup>\*\*/</sup> Number of Repayment Dates and percentages to be determined in Pricing Confirmation (as defined in the Resolution).

## ITEM 21

upon surrender of this Note as the same shall fall due; *provided, however*, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay this Note when due or the Credit Provider (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution) to pay all or a portion of this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the "Note") represents the authorized issue of the Note in the aggregate principal amount made, executed and given pursuant to and by authority of certain resolutions of the governing boards of the District and the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received or accrued by the District for the general fund of the District and are provided for or attributable to the Fiscal Year ending June 30, 2010 (the "Repayment Fiscal Year"). As security for the payment of the principal of and interest on the Note, the District has pledged certain Unrestricted Revenues of the District (the "Pledged Revenues") received, accrued or held by the District and provided for or attributable to the Repayment Fiscal Year, and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and, to the extent not so paid, shall be paid from any other moneys of the District lawfully available therefor, as set forth in the Resolution. Notwithstanding the foregoing, the terms "Unrestricted Revenues" and "Pledged Revenues" exclude any moneys required to be used to repay a treasurer's loan, as more particularly described in the Resolution. The County is not liable for payment of this Note. The full faith and credit of the District is not pledged to the payment of the principal or interest on this Note.

The County, the District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the County, the District and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

ITEM 21

**IN WITNESS WHEREOF**, the Board of Supervisors of the County has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the County and countersigned by the manual or facsimile signature of its duly authorized officer.

COUNTY OF SAN DIEGO

By \_\_\_\_\_  
Chief Financial Officer

Countersigned

By \_\_\_\_\_  
Clerk of the Board of Supervisors

ITEM 21

[STATEMENT OF INSURANCE]<sup>\*/</sup>

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<sup>\*/</sup> To be used only if Credit Instrument is a policy of municipal bond insurance.

SECRETARY'S CERTIFICATE

I, \_\_\_\_\_, Secretary of the Board, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a \_\_\_\_\_ meeting of the Board duly and regularly held at the regular meeting place thereof on the \_\_ day of \_\_\_\_\_, 2010, of which meeting all of the members of said had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at \_\_\_\_\_, \_\_\_\_\_, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: \_\_\_\_\_, 2010

\_\_\_\_\_  
Secretary of the Board

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** April 2, 2010

**BOARD MEETING DATE:** April 15, 2010

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

**SUBMITTED BY:** Ken Noah  
Superintendent

**SUBJECT:** Layoff of One Classified Employee in  
Specially Funded Program

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### EXECUTIVE SUMMARY

Education Code Section 45117 requires that when a specially funded program is ending at the end of a fiscal year, affected classified employees must be notified by April 29<sup>th</sup> of the impending layoff. One such position and incumbent employee will be affected for next fiscal year due to reduced funding from a foundation.

The attached resolution lists the position to be eliminated.

The District has informed CSEA of this situation and will be negotiating impacts and effects of the resulting layoff.

### RECOMMENDATION:

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

ITEM 22

BOARD OF TRUSTEES  
OF THE  
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

Resolution Re: Layoff and/or Reduction in Hours

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

WHEREAS, a reduction in the number of classified employees or the level of services to be provided thereby is required due to the lack of work and/or lack of funds within the District anticipated for the 2010-2011 school year; and

WHEREAS, applicable provisions of the Education Code, the Master Agreement between the Board of Trustees and the California School Employees Association and its Chapter 241, and the rules and regulations of the Personnel Commission of the San Dieguito Union High School District require notice to the employees that they may be laid off or reduced in assignment, as well as notification of their rights of displacement, if any, and reemployment rights; and

WHEREAS, the Board of Trustees desires that the Superintendent implement the layoffs and/or reductions in assignment consistent with these requirements;

NOW, THEREFORE, BE IT RESOLVED that this Board hereby initiates the layoffs and/or reductions in assignment of the following positions and the corresponding employees effective at the end of the day on the dates indicated below:

**ITEM 1 EFFECTIVE JUNE 30, 2010**

**ITEM 1**

**01 Secretary, as follows:**

01 positions eliminated          0.4875 FTE                          ST+10 01 employee

BE IT FURTHER RESOLVED that the Superintendent determine the order of layoff pursuant to Education Code Section 45308, and give all appropriate notices to affected employees pursuant to the applicable provisions of the Education Code, the Master Agreement between the Board of Trustees and the California School Employees Association and its Chapter 241, and the rules and regulations of the Personnel Commission of the San Dieguito Union High School District.

PASSED AND ADOPTED by the Board of Trustees of the San Dieguito Union High School District of San Diego County, California on the 15<sup>th</sup> day of April 2010 by the following vote:

AYES: \_\_\_\_\_                          \_\_\_\_\_                          \_\_\_\_\_  
          \_\_\_\_\_  
          \_\_\_\_\_

NOES: \_\_\_\_\_

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** March 25, 2010

**BOARD MEETING DATE:** April 15, 2010

**PREPARED BY:** Rick Schmitt, Associate Superintendent,  
Educational Services

**SUBMITTED BY:** Ken Noah, Superintendent

**SUBJECT:** **2008-09 School Accountability Report Cards  
(SARC)**

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### EXECUTIVE SUMMARY

The California Department of Education (CDE) now requires that school districts obtain Board approval for each school's report. The 2008-09 SARC is organized into three sections:

1. The main report which contains the principal's narrative and school data.
2. Adequacy of Key Resources; (teacher misassignments and vacancies, textbook sufficiency, and condition of facilities).
3. Data Almanac. This section includes data tables.

Attached are one-page summaries for each school, which highlight key facts about teachers, students, test scores, and accountability measures. To review each School Accountability Report Card in its entirety, please open the following link:

<http://sandieguito.schoolwisepress.com/home/>

### RECOMMENDATION:

This item is being submitted for a first read and will be resubmitted for action on May 4, 2010.

### FUNDING SOURCE:

Not applicable.



**School Fact Sheet, 2008–2009**

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

ITEM 23

**Canyon Crest Academy****ADDRESS:** 5951 Village Center Loop Rd., San Diego, CA 92130 **PHONE:** (858) 350-0253**PRINCIPAL:** Brian Kohn **GRADE RANGE:** 9–12 **SCHEDULE:** Traditional**TEACHERS AND STUDENTS****Teachers**

KEY FACTOR	OUR SCHOOL	COUNTY AVG	STATE AVG
<b>Number of teachers (FTE)</b>	71	52	47
<b>Students per teacher</b>	25	24	23
<b>Average years of teaching experience</b>	6	13	13
<b>Teachers with one or two years of teaching experience</b>	35%	11%	12%
<b>Full credential holders</b>	100%	91%	94%
<b>Trainee credential holders</b>	0%	2%	5%
<b>Emergency permit holders</b>	0%	1%	3%

SOURCE: 2008 CBEDS data, California Dept. of Education. County and state averages represent high schools only. Because teachers can hold more than one type of credential, percentages rarely add up to 100 percent.

Our teachers bring an average of six years of teaching experience to their classes. All of our teachers have a full credential. Statewide about 94 percent of high school teachers hold this credential.

**Average Class Sizes**

CORE COURSE	OUR SCHOOL	COUNTY AVG	STATE AVG
<b>English</b>	32	25	25
<b>History/social science</b>	35	29	29
<b>Math</b>	31	27	27
<b>Science</b>	33	28	28

SOURCE: 2008 CBEDS data, California Dept. of Education. County and state averages represent high schools only.

The class size of core courses varies at our school from a low of 31 students to a high of 38 students. Our average class size for all classes schoolwide is 33 students. The average class size schoolwide for other high schools in the state is 28 students.

**Students**

KEY FACTOR	OUR SCHOOL	COUNTY AVG	STATE AVG
<b>Number of students</b>	1,780	1,237	1,082
<b>English Learners</b>	1%	14%	15%
<b>Low-income students</b>	3%	42%	46%
<b>Students whose parents attended/graduated college</b>	98%	63%	56%

SOURCE: 2008 CBEDS data, California Dept. of Education. County and state averages represent high schools only.

The factors above may affect students' performance in school.

**COLLEGE PREPARATION**

Three factors indicate how effectively we prepare students for college: whether students are taking the courses required for college admission, whether the school offers Advanced Placement (AP) courses, and where students ultimately enroll in the state's public college system.

KEY FACTOR	OUR SCHOOL	COUNTY AVG	STATE AVG
<b>2008 graduates meeting UC or CSU course requirements</b>	75%	45%	36%
<b>AP exams passed per 100 juniors and seniors (2008)</b>	115	37	27
<b>2007 graduates attending UC</b>	15%	7%	8%
<b>2007 graduates attending CSU</b>	13%	15%	13%
<b>2007 graduates attending community colleges</b>	13%	23%	30%

SOURCE: 2008 CBEDS data, California Dept. of Education. California Postsecondary Education Commission. County and state averages represent high schools only.

Information in this report changes throughout the year. A complete annual accountability report is available from our school or district office, and on our district Web site:

<http://www.sduhsd.k12.ca.us/>

**ACADEMIC PERFORMANCE****California Standards Tests**

This series of tests is based on what California students are expected to know and learn at each grade level.

**Student Proficiency**

BAR GRAPHS SHOW THESE PROFICIENCY GROUPS FROM LEFT TO RIGHT:

**FAR BELOW BASIC** **BELOW BASIC** **BASIC** **PROFICIENT** **ADVANCED**

SUBJECT	PERCENT PROFICIENT OR HIGHER	LOW SCORES	HIGH SCORES
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**English/Language Arts (Reading and Writing)**

Our school	80%	
Calif. high schools	46%	

**Geometry**

Our school	59%	
Calif. high schools	24%	

**US History**

Our school	79%	
Calif. high schools	47%	

**Biology**

Our school	76%	
Calif. high schools	42%	

**Life Science (Tenth Grade)**

Our school	74%	
Calif. high schools	45%	

SOURCE: The scores for the California Standards Tests are from the spring 2009 test cycle. State averages represent high schools only.

**MEASURES OF ACADEMIC PROGRESS**

**ACADEMIC PERFORMANCE INDEX (API):** This is California's way of rating schools. Using student test scores, the API places schools on a scale from 200 to 1000. Our school's API was 868, compared with 712 for the average high school. The state expects schools to attain an API of 800 eventually.

**ADEQUATE YEARLY PROGRESS (AYP):** This is a federal measure that requires schools to meet test score goals schoolwide and for all subgroups\* of students. We met all ten criteria for yearly progress. As a result, we succeeded at making AYP. Note that the number of criteria may vary from school to school.

CALIFORNIA API ACADEMIC PERFORMANCE INDEX		FEDERAL AYP ADEQUATE YEARLY PROGRESS	
<b>Met schoolwide growth target</b>	<b>Yes</b>	<b>Met AYP</b>	<b>Yes</b>
<b>Met growth target for prior school year</b>	<b>Yes</b>	<b>Met schoolwide test participation rate</b>	<b>Yes</b>
<b>API</b>	<b>868</b>	<b>Met schoolwide test score goals</b>	<b>Yes</b>
<b>Growth attained from prior year</b>	<b>+25</b>	<b>Met subgroup* test participation rate</b>	<b>Yes</b>
<b>Met subgroup* growth targets</b>	<b>Yes</b>	<b>Met subgroup* test score goals</b>	<b>Yes</b>
		<b>Met API for AYP</b>	<b>Yes</b>
		<b>Met graduation rate</b>	<b>Yes</b>
		<b>Program Improvement school</b>	<b>No</b>

SOURCE: API growth score, 2009 test cycle. API and AYP current as of September 2009.  
\* Numerically significant groups, such as English Learners and ethnic groups, with separate API and AYP goals.  
N/A: Data unavailable or unreported; statistically insignificant number of valid test scores; testing data under review; or school uses alternative accountability measures.



**School Fact Sheet, 2008–2009**

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

ITEM 23

**Carmel Valley Middle School****ADDRESS:** 3800 Mykonos Lane, San Diego, CA 92130 **PHONE:** (858) 481-8221**PRINCIPAL:** Laurie Francis **GRADE RANGE:** 7–8 **SCHEDULE:** Traditional**TEACHERS AND STUDENTS****Teachers**

KEY FACTOR	OUR SCHOOL	COUNTY AVG	STATE AVG
<b>Number of teachers (FTE)</b>	53	33	28
<b>Students per teacher</b>	26	22	22
<b>Average years of teaching experience</b>	10	13	12
<b>Teachers with one or two years of teaching experience</b>	16%	9%	12%
<b>Full credential holders</b>	100%	94%	95%
<b>Trainee credential holders</b>	0%	1%	4%
<b>Emergency permit holders</b>	0%	1%	2%

SOURCE: 2008 CBEDS data, California Dept. of Education. County and state averages represent middle schools only. Because teachers can hold more than one type of credential, percentages rarely add up to 100 percent.

Our teachers bring an average of ten years of teaching experience to their classes. All of our teachers have a full credential. Statewide about 95 percent of middle school teachers hold this credential.

**Average Class Sizes**

CORE COURSE	OUR SCHOOL	COUNTY AVG	STATE AVG
<b>English</b>	29	26	25
<b>History/social science</b>	32	29	28
<b>Math</b>	30	27	27
<b>Science</b>	31	29	28

SOURCE: 2008 CBEDS data, California Dept. of Education. County and state averages represent middle schools only.

The average class size of core courses varies at our school from a low of 29 students to a high of 32 students. Our average class size for all classes schoolwide is 33 students. The average class size schoolwide for other middle schools in the state is 27 students.

**Students**

KEY FACTOR	OUR SCHOOL	COUNTY AVG	STATE AVG
<b>Number of students</b>	1,370	718	605
<b>English Learners</b>	4%	20%	20%
<b>Low-income students</b>	3%	50%	55%
<b>Students whose parents attended/graduated college</b>	97%	63%	55%

SOURCE: 2008 CBEDS data, California Dept. of Education. County and state averages represent middle schools only.

The factors above may affect students' performance in school.

**KEEPING YOU INFORMED**

A complete annual accountability report for our school is available on our district Web site. You can request printed copies of this report at our school or district office. For more information, contact the district at:

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

To view this report and the reports of other schools in our district online, please visit our Web site at:  
<http://www.sduhsd.k12.ca.us/>

This data is current as of September 2009 but is subject to change. Facts about teachers and students are from the census of early October 2008. Testing data is based on tests taken in the spring of 2009. The CDE issued API and AYP results in September 2009.

**ACADEMIC PERFORMANCE****California Standards Tests**

This series of tests is based on what California students are expected to know and learn at each grade level.

**Student Proficiency**

BAR GRAPHS SHOW THESE PROFICIENCY GROUPS FROM LEFT TO RIGHT:

**FAR BELOW BASIC** **BELOW BASIC** **BASIC** **PROFICIENT** **ADVANCED**

SUBJECT	PERCENT PROFICIENT OR HIGHER	LOW SCORES	HIGH SCORES
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**English/Language Arts (Reading and Writing)**

Our school	90%	
Calif. middle schools	50%	

**Math (excluding Algebra)**

Our school	84%	
Calif. middle schools	44%	

**Algebra**

Our school	89%	
Calif. middle schools	45%	

**History/Social Science**

Our school	89%	
Calif. middle schools	42%	

**Science**

Our school	91%	
Calif. middle schools	54%	

SOURCE: The scores for the California Standards Tests are from the spring 2009 test cycle. State averages represent middle schools only.

**MEASURES OF ACADEMIC PROGRESS**

We use two measures to track our school's academic achievement over time: the Academic Performance Index (API) and Adequate Yearly Progress (AYP). These measures combine test results differently and often provide differing views of student progress.

**ACADEMIC PERFORMANCE INDEX (API):** This is California's way of rating schools. Using student test scores, the API places schools on a scale from 200 to 1000. Our school's API was 962, compared with 760 for the average middle school. The state expects schools to attain an API of 800 eventually.

**ADEQUATE YEARLY PROGRESS (AYP):** This is a federal measure that requires schools to meet test score goals schoolwide and for all subgroups\* of students. We met all 17 criteria for yearly progress. As a result, we succeeded at making AYP. Note that the number of criteria may vary from school to school.

CALIFORNIA API ACADEMIC PERFORMANCE INDEX		FEDERAL AYP ADEQUATE YEARLY PROGRESS	
<b>Met schoolwide growth target</b>	<b>Yes</b>	<b>Met AYP</b>	<b>Yes</b>
<b>Met growth target for prior school year</b>	<b>Yes</b>	<b>Met schoolwide test participation rate</b>	<b>Yes</b>
<b>API</b>	<b>962</b>	<b>Met schoolwide test score goals</b>	<b>Yes</b>
<b>Growth attained from prior year</b>	<b>+5</b>	<b>Met subgroup* test participation rate</b>	<b>Yes</b>
<b>Met subgroup* growth targets</b>	<b>Yes</b>	<b>Met subgroup* test score goals</b>	<b>Yes</b>
		<b>Met API for AYP</b>	<b>Yes</b>
		<b>Program Improvement school</b>	<b>No</b>

SOURCE: API growth score, 2009 test cycle. API and AYP current as of September 2009.  
\* Numerically significant groups, such as English Learners and ethnic groups, with separate API and AYP goals.  
N/A Data unavailable or unreported; statistically insignificant number of valid test scores; testing data under review; or school uses alternative accountability measures.



**School Fact Sheet, 2008–2009**

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

ITEM 23

**Diegueno Middle School****ADDRESS:** 2150 Village Park Way, Encinitas, CA 92024 **PHONE:** (760) 944-1892**PRINCIPAL:** Mary Anne Nuskin **GRADE RANGE:** 7–8 **SCHEDULE:** Traditional**TEACHERS AND STUDENTS****Teachers**

KEY FACTOR	OUR SCHOOL	COUNTY AVG	STATE AVG
<b>Number of teachers (FTE)</b>	33	33	28
<b>Students per teacher</b>	26	22	22
<b>Average years of teaching experience</b>	16	13	12
<b>Teachers with one or two years of teaching experience</b>	9%	9%	12%
<b>Full credential holders</b>	100%	94%	95%
<b>Trainee credential holders</b>	0%	1%	4%
<b>Emergency permit holders</b>	0%	1%	2%

SOURCE: 2008 CBEDS data, California Dept. of Education. County and state averages represent middle schools only. Because teachers can hold more than one type of credential, percentages rarely add up to 100 percent.

Our teachers bring an average of 16 years of teaching experience to their classes. All of our teachers have a full credential. Statewide about 95 percent of middle school teachers hold this credential.

**Average Class Sizes**

CORE COURSE	OUR SCHOOL	COUNTY AVG	STATE AVG
<b>English</b>	31	26	25
<b>History/social science</b>	31	29	28
<b>Math</b>	29	27	27
<b>Science</b>	31	29	28

SOURCE: 2008 CBEDS data, California Dept. of Education. County and state averages represent middle schools only.

The average class size of core courses varies at our school from a low of 29 students to a high of 31 students. Our average class size for all classes schoolwide is 32 students. The average class size schoolwide for other middle schools in the state is 27 students.

**Students**

KEY FACTOR	OUR SCHOOL	COUNTY AVG	STATE AVG
<b>Number of students</b>	864	718	605
<b>English Learners</b>	6%	20%	20%
<b>Low-income students</b>	11%	50%	55%
<b>Students whose parents attended/graduated college</b>	90%	63%	55%

SOURCE: 2008 CBEDS data, California Dept. of Education. County and state averages represent middle schools only.

The factors above may affect students' performance in school.

**KEEPING YOU INFORMED**

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

To view this report and the reports of other schools in our district online, please visit our Web site at:  
<http://www.sduhsd.k12.ca.us/>

This data is current as of September 2009 but is subject to change. Facts about teachers and students are from the census of early October 2008. Testing data is based on tests taken in the spring of 2009. The CDE issued API and AYP results in September 2009.

**ACADEMIC PERFORMANCE****California Standards Tests**

This series of tests is based on what California students are expected to know and learn at each grade level.

**Student Proficiency**

BAR GRAPHS SHOW THESE PROFICIENCY GROUPS FROM LEFT TO RIGHT:

**FAR BELOW BASIC** **BELOW BASIC** **BASIC** **PROFICIENT** **ADVANCED**

SUBJECT	PERCENT PROFICIENT OR HIGHER	LOW SCORES	HIGH SCORES
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**English/Language Arts (Reading and Writing)**

Our school	69%	
Calif. middle schools	50%	

**Math (excluding Algebra)**

Our school	64%	
Calif. middle schools	44%	

**Algebra**

Our school	93%	
Calif. middle schools	45%	

**History/Social Science**

Our school	62%	
Calif. middle schools	42%	

**Science**

Our school	66%	
Calif. middle schools	54%	

SOURCE: The scores for the California Standards Tests are from the spring 2009 test cycle. State averages represent middle schools only.

**MEASURES OF ACADEMIC PROGRESS**

We use two measures to track our school's academic achievement over time: the Academic Performance Index (API) and Adequate Yearly Progress (AYP). These measures combine test results differently and often provide differing views of student progress.

**ACADEMIC PERFORMANCE INDEX (API):** This is California's way of rating schools. Using student test scores, the API places schools on a scale from 200 to 1000. Our school's API was 850, compared with 760 for the average middle school. The state expects schools to attain an API of 800 eventually.

**ADEQUATE YEARLY PROGRESS (AYP):** This is a federal measure that requires schools to meet test score goals schoolwide and for all subgroups\* of students. We met all 13 criteria for yearly progress. As a result, we succeeded at making AYP. Note that the number of criteria may vary from school to school.

CALIFORNIA <b>API</b> ACADEMIC PERFORMANCE INDEX		FEDERAL <b>AYP</b> ADEQUATE YEARLY PROGRESS	
<b>Met schoolwide growth target</b>	<b>Yes</b>	<b>Met AYP</b>	<b>Yes</b>
<b>Met growth target for prior school year</b>	<b>Yes</b>	<b>Met schoolwide test participation rate</b>	<b>Yes</b>
<b>API</b>	<b>850</b>	<b>Met schoolwide test score goals</b>	<b>Yes</b>
<b>Growth attained from prior year</b>	<b>-19</b>	<b>Met subgroup* test participation rate</b>	<b>Yes</b>
<b>Met subgroup* growth targets</b>	<b>No</b>	<b>Met subgroup* test score goals</b>	<b>Yes</b>
		<b>Met API for AYP</b>	<b>Yes</b>
		<b>Program Improvement school</b>	<b>No</b>

SOURCE: API growth score, 2009 test cycle. API and AYP current as of September 2009.  
\* Numerically significant groups, such as English Learners and ethnic groups, with separate API and AYP goals.  
N/A Data unavailable or unreported; statistically insignificant number of valid test scores; testing data under review; or school uses alternative accountability measures.



**School Fact Sheet, 2008–2009**

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

ITEM 23

**La Costa Canyon High School****ADDRESS:** One Maverick Way, Carlsbad, CA 92009 **PHONE:** (760) 436-6136**PRINCIPAL:** Kyle Ruggles **GRADE RANGE:** 9–12 **SCHEDULE:** Traditional**TEACHERS AND STUDENTS****Teachers**

KEY FACTOR	OUR SCHOOL	COUNTY AVG	STATE AVG
<b>Number of teachers (FTE)</b>	99	52	47
<b>Students per teacher</b>	26	24	23
<b>Average years of teaching experience</b>	15	13	13
<b>Teachers with one or two years of teaching experience</b>	10%	11%	12%
<b>Full credential holders</b>	100%	91%	94%
<b>Trainee credential holders</b>	0%	2%	5%
<b>Emergency permit holders</b>	0%	1%	3%

SOURCE: 2008 CBEDS data, California Dept. of Education. County and state averages represent high schools only. Because teachers can hold more than one type of credential, percentages rarely add up to 100 percent.

Our teachers bring an average of 15 years of teaching experience to their classes. All of our teachers have a full credential. Statewide about 94 percent of high school teachers hold this credential.

**Average Class Sizes**

CORE COURSE	OUR SCHOOL	COUNTY AVG	STATE AVG
<b>English</b>	33	25	25
<b>History/social science</b>	36	29	29
<b>Math</b>	35	27	27
<b>Science</b>	32	28	28

SOURCE: 2008 CBEDS data, California Dept. of Education. County and state averages represent high schools only.

The average class size of core courses varies at our school from a low of 32 students to a high of 36 students. Our average class size for all classes schoolwide is 34 students. The average class size schoolwide for other high schools in the state is 28 students.

**Students**

KEY FACTOR	OUR SCHOOL	COUNTY AVG	STATE AVG
<b>Number of students</b>	2,534	1,237	1,082
<b>English Learners</b>	7%	14%	15%
<b>Low-income students</b>	11%	42%	46%
<b>Students whose parents attended/graduated college</b>	89%	63%	56%

SOURCE: 2008 CBEDS data, California Dept. of Education. County and state averages represent high schools only.

The factors above may affect students' performance in school.

**COLLEGE PREPARATION**

Three factors indicate how effectively we prepare students for college: whether students are taking the courses required for college admission, whether the school offers Advanced Placement (AP) courses, and where students ultimately enroll in the state's public college system.

KEY FACTOR	OUR SCHOOL	COUNTY AVG	STATE AVG
<b>2008 graduates meeting UC or CSU course requirements</b>	67%	45%	36%
<b>AP exams passed per 100 juniors and seniors (2008)</b>	68	37	27
<b>2007 graduates attending UC</b>	13%	7%	8%
<b>2007 graduates attending CSU</b>	17%	15%	13%
<b>2007 graduates attending community colleges</b>	18%	23%	30%

SOURCE: 2008 CBEDS data, California Dept. of Education. California Postsecondary Education Commission. County and state averages represent high schools only.

Information in this report changes throughout the year. A complete annual accountability report is available from our school or district office, and on our district Web site:

<http://www.sduhsd.k12.ca.us/>

**ACADEMIC PERFORMANCE****California Standards Tests**

This series of tests is based on what California students are expected to know and learn at each grade level.

**Student Proficiency**

BAR GRAPHS SHOW THESE PROFICIENCY GROUPS FROM LEFT TO RIGHT:

■ FAR BELOW BASIC ■ BELOW BASIC ■ BASIC ■ PROFICIENT ■ ADVANCED

SUBJECT	PERCENT PROFICIENT OR HIGHER	LOW SCORES	HIGH SCORES
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**English/Language Arts (Reading and Writing)**

Our school	67%	
Calif. high schools	46%	

**Geometry**

Our school	46%	
Calif. high schools	24%	

**US History**

Our school	60%	
Calif. high schools	47%	

**Biology**

Our school	61%	
Calif. high schools	42%	

**Life Science (Tenth Grade)**

Our school	69%	
Calif. high schools	45%	

SOURCE: The scores for the California Standards Tests are from the spring 2009 test cycle. State averages represent high schools only.

**MEASURES OF ACADEMIC PROGRESS**

**ACADEMIC PERFORMANCE INDEX (API):** This is California's way of rating schools. Using student test scores, the API places schools on a scale from 200 to 1000. Our school's API was 817, compared with 712 for the average high school. The state expects schools to attain an API of 800 eventually.

**ADEQUATE YEARLY PROGRESS (AYP):** This is a federal measure that requires schools to meet test score goals schoolwide and for all subgroups\* of students. We met all 12 criteria for yearly progress. As a result, we succeeded at making AYP. Note that the number of criteria may vary from school to school.

CALIFORNIA API ACADEMIC PERFORMANCE INDEX		FEDERAL AYP ADEQUATE YEARLY PROGRESS	
<b>Met schoolwide growth target</b>	<b>Yes</b>	<b>Met AYP</b>	<b>Yes</b>
<b>Met growth target for prior school year</b>	<b>Yes</b>	<b>Met schoolwide test participation rate</b>	<b>Yes</b>
<b>API</b>	<b>817</b>	<b>Met schoolwide test score goals</b>	<b>Yes</b>
<b>Growth attained from prior year</b>	<b>+12</b>	<b>Met subgroup* test participation rate</b>	<b>Yes</b>
<b>Met subgroup* growth targets</b>	<b>No</b>	<b>Met subgroup* test score goals</b>	<b>Yes</b>
		<b>Met API for AYP</b>	<b>Yes</b>
		<b>Met graduation rate</b>	<b>Yes</b>
		<b>Program Improvement school</b>	<b>No</b>

SOURCE: API growth score, 2009 test cycle. API and AYP current as of September 2009.  
\* Numerically significant groups, such as English Learners and ethnic groups, with separate API and AYP goals.  
N/A - Data unavailable or unreported; statistically insignificant number of valid test scores; testing data under review; or school uses alternative accountability measures.



**School Fact Sheet, 2008–2009**  
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT ITEM 23

# Oak Crest Middle School

**ADDRESS:** 675 Balour Dr., Encinitas, CA 92024 **PHONE:** (760) 753-6241  
**PRINCIPAL:** Terry Calen **GRADE RANGE:** 7–8 **SCHEDULE:** Traditional

**TEACHERS AND STUDENTS**

**Teachers**

KEY FACTOR	OUR SCHOOL	COUNTY AVG	STATE AVG
<b>Number of teachers (FTE)</b>	41	33	28
<b>Students per teacher</b>	25	22	22
<b>Average years of teaching experience</b>	12	13	12
<b>Teachers with one or two years of teaching experience</b>	17%	9%	12%
<b>Full credential holders</b>	100%	94%	95%
<b>Trainee credential holders</b>	0%	1%	4%
<b>Emergency permit holders</b>	0%	1%	2%

SOURCE: 2008 CBEDS data, California Dept. of Education. County and state averages represent middle schools only. Because teachers can hold more than one type of credential, percentages rarely add up to 100 percent.

Our teachers bring an average of 12 years of teaching experience to their classes. All of our teachers have a full credential. Statewide about 95 percent of middle school teachers hold this credential.

**Average Class Sizes**

CORE COURSE	OUR SCHOOL	COUNTY AVG	STATE AVG
<b>English</b>	29	26	25
<b>History/social science</b>	33	29	28
<b>Math</b>	30	27	27
<b>Science</b>	32	29	28

SOURCE: 2008 CBEDS data, California Dept. of Education. County and state averages represent middle schools only.

The average class size of core courses varies at our school from a low of 29 students to a high of 33 students. Our average class size for all classes schoolwide is 32 students. The average class size schoolwide for other middle schools in the state is 27 students.

**Students**

KEY FACTOR	OUR SCHOOL	COUNTY AVG	STATE AVG
<b>Number of students</b>	1,017	718	605
<b>English Learners</b>	11%	20%	20%
<b>Low-income students</b>	18%	50%	55%
<b>Students whose parents attended/graduated college</b>	84%	63%	55%

SOURCE: 2008 CBEDS data, California Dept. of Education. County and state averages represent middle schools only.

The factors above may affect students' performance in school.

**KEEPING YOU INFORMED**

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

To view this report and the reports of other schools in our district online, please visit our Web site at:  
<http://www.sduhsd.k12.ca.us/>

This data is current as of September 2009 but is subject to change. Facts about teachers and students are from the census of early October 2008. Testing data is based on tests taken in the spring of 2009. The CDE issued API and AYP results in September 2009.

**ACADEMIC PERFORMANCE**

**California Standards Tests**

This series of tests is based on what California students are expected to know and learn at each grade level.

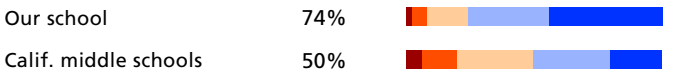
**Student Proficiency**

BAR GRAPHS SHOW THESE PROFICIENCY GROUPS FROM LEFT TO RIGHT:

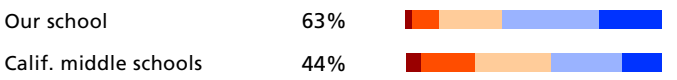
**FAR BELOW BASIC** **BELOW BASIC** **BASIC** **PROFICIENT** **ADVANCED**

SUBJECT	PERCENT PROFICIENT OR HIGHER	LOW SCORES	HIGH SCORES
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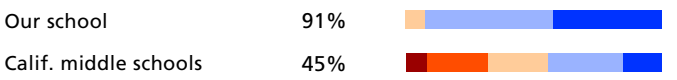
**English/Language Arts (Reading and Writing)**



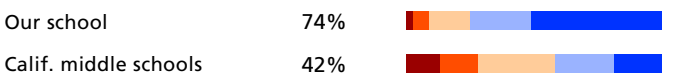
**Math (excluding Algebra)**



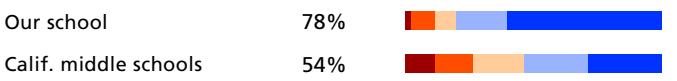
**Algebra**



**History/Social Science**



**Science**



SOURCE: The scores for the California Standards Tests are from the spring 2009 test cycle. State averages represent middle schools only.

**MEASURES OF ACADEMIC PROGRESS**

We use two measures to track our school's academic achievement over time: the Academic Performance Index (API) and Adequate Yearly Progress (AYP). These measures combine test results differently and often provide differing views of student progress.

**ACADEMIC PERFORMANCE INDEX (API):** This is California's way of rating schools. Using student test scores, the API places schools on a scale from 200 to 1000. Our school's API was 875, compared with 760 for the average middle school. The state expects schools to attain an API of 800 eventually.

**ADEQUATE YEARLY PROGRESS (AYP):** This is a federal measure that requires schools to meet test score goals schoolwide and for all subgroups\* of students. We met all 21 criteria for yearly progress. As a result, we succeeded at making AYP. Note that the number of criteria may vary from school to school.

CALIFORNIA API ACADEMIC PERFORMANCE INDEX		FEDERAL AYP ADEQUATE YEARLY PROGRESS	
<b>Met schoolwide growth target</b>	<b>Yes</b>	<b>Met AYP</b>	<b>Yes</b>
<b>Met growth target for prior school year</b>	<b>Yes</b>	<b>Met schoolwide test participation rate</b>	<b>Yes</b>
<b>API</b>	<b>875</b>	<b>Met schoolwide test score goals</b>	<b>Yes</b>
<b>Growth attained from prior year</b>	<b>+18</b>	<b>Met subgroup* test participation rate</b>	<b>Yes</b>
<b>Met subgroup* growth targets</b>	<b>Yes</b>	<b>Met subgroup* test score goals</b>	<b>Yes</b>
		<b>Met API for AYP</b>	<b>Yes</b>
		<b>Program Improvement school</b>	<b>No</b>

SOURCE: API growth score, 2009 test cycle. API and AYP current as of September 2009.  
\* Numerically significant groups, such as English Learners and ethnic groups, with separate API and AYP goals.  
N/A Data unavailable or unreported; statistically insignificant number of valid test scores; testing data under review; or school uses alternative accountability measures.

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**School Fact Sheet, 2008–2009**

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

ITEM 23

# San Dieguito High School Academy

**ADDRESS:** 800 Santa Fe Dr., Encinitas, CA 92024 **PHONE:** (760) 753-1121**PRINCIPAL:** Michael Grove **GRADE RANGE:** 9–12 **SCHEDULE:** Traditional**TEACHERS AND STUDENTS****Teachers**

KEY FACTOR	OUR SCHOOL	COUNTY AVG	STATE AVG
<b>Number of teachers (FTE)</b>	58	52	47
<b>Students per teacher</b>	26	24	23
<b>Average years of teaching experience</b>	11	13	13
<b>Teachers with one or two years of teaching experience</b>	11%	11%	12%
<b>Full credential holders</b>	100%	91%	94%
<b>Trainee credential holders</b>	0%	2%	5%
<b>Emergency permit holders</b>	0%	1%	3%

SOURCE: 2008 CBEDS data, California Dept. of Education. County and state averages represent high schools only. Because teachers can hold more than one type of credential, percentages rarely add up to 100 percent.

Our teachers bring an average of 11 years of teaching experience to their classes. All of our teachers have a full credential. Statewide about 94 percent of high school teachers hold this credential.

**Average Class Sizes**

CORE COURSE	OUR SCHOOL	COUNTY AVG	STATE AVG
<b>English</b>	32	25	25
<b>History/social science</b>	32	29	29
<b>Math</b>	34	27	27
<b>Science</b>	33	28	28

SOURCE: 2008 CBEDS data, California Dept. of Education. County and state averages represent high schools only.

The average class size of core courses varies at our school from a low of 32 students to a high of 34 students. Our average class size for all classes schoolwide is 33 students. The average class size schoolwide for other high schools in the state is 28 students.

**Students**

KEY FACTOR	OUR SCHOOL	COUNTY AVG	STATE AVG
<b>Number of students</b>	1,495	1,237	1,082
<b>English Learners</b>	4%	14%	15%
<b>Low-income students</b>	9%	42%	46%
<b>Students whose parents attended/graduated college</b>	90%	63%	56%

SOURCE: 2008 CBEDS data, California Dept. of Education. County and state averages represent high schools only.

The factors above may affect students' performance in school.

**COLLEGE PREPARATION**

Three factors indicate how effectively we prepare students for college: whether students are taking the courses required for college admission, whether the school offers Advanced Placement (AP) courses, and where students ultimately enroll in the state's public college system.

KEY FACTOR	OUR SCHOOL	COUNTY AVG	STATE AVG
<b>2008 graduates meeting UC or CSU course requirements</b>	73%	45%	36%
<b>AP exams passed per 100 juniors and seniors (2008)</b>	83	37	27
<b>2007 graduates attending UC</b>	18%	7%	8%
<b>2007 graduates attending CSU</b>	19%	15%	13%
<b>2007 graduates attending community colleges</b>	25%	23%	30%

SOURCE: 2008 CBEDS data, California Dept. of Education. California Postsecondary Education Commission. County and state averages represent high schools only.

Information in this report changes throughout the year. A complete annual accountability report is available from our school or district office, and on our district Web site:

<http://www.sduhsd.k12.ca.us/>

**ACADEMIC PERFORMANCE****California Standards Tests**

This series of tests is based on what California students are expected to know and learn at each grade level.

**Student Proficiency**

BAR GRAPHS SHOW THESE PROFICIENCY GROUPS FROM LEFT TO RIGHT:

■ FAR BELOW BASIC ■ BELOW BASIC ■ BASIC ■ PROFICIENT ■ ADVANCED

SUBJECT	PERCENT PROFICIENT OR HIGHER	LOW SCORES	HIGH SCORES
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**English/Language Arts (Reading and Writing)**

Our school	75%	
Calif. high schools	46%	

**Geometry**

Our school	30%	
Calif. high schools	24%	

**US History**

Our school	70%	
Calif. high schools	47%	

**Biology**

Our school	60%	
Calif. high schools	42%	

**Life Science (Tenth Grade)**

Our school	69%	
Calif. high schools	45%	

SOURCE: The scores for the California Standards Tests are from the spring 2009 test cycle. State averages represent high schools only.

**MEASURES OF ACADEMIC PROGRESS**

**ACADEMIC PERFORMANCE INDEX (API):** This is California's way of rating schools. Using student test scores, the API places schools on a scale from 200 to 1000. Our school's API was 816, compared with 712 for the average high school. The state expects schools to attain an API of 800 eventually.

**ADEQUATE YEARLY PROGRESS (AYP):** This is a federal measure that requires schools to meet test score goals schoolwide and for all subgroups\* of students. We met all ten criteria for yearly progress. As a result, we succeeded at making AYP. Note that the number of criteria may vary from school to school.

CALIFORNIA API ACADEMIC PERFORMANCE INDEX		FEDERAL AYP ADEQUATE YEARLY PROGRESS	
<b>Met schoolwide growth target</b>	<b>Yes</b>	<b>Met AYP</b>	<b>Yes</b>
<b>Met growth target for prior school year</b>	<b>Yes</b>	<b>Met schoolwide test participation rate</b>	<b>Yes</b>
<b>API</b>	<b>816</b>	<b>Met schoolwide test score goals</b>	<b>Yes</b>
<b>Growth attained from prior year</b>	<b>+6</b>	<b>Met subgroup* test participation rate</b>	<b>Yes</b>
<b>Met subgroup* growth targets</b>	<b>No</b>	<b>Met subgroup* test score goals</b>	<b>Yes</b>
		<b>Met API for AYP</b>	<b>Yes</b>
		<b>Met graduation rate</b>	<b>Yes</b>
		<b>Program Improvement school</b>	<b>No</b>

SOURCE: API growth score, 2009 test cycle. API and AYP current as of September 2009.  
\* Numerically significant groups, such as English Learners and ethnic groups, with separate API and AYP goals.  
N/A - Data unavailable or unreported; statistically insignificant number of valid test scores; testing data under review; or school uses alternative accountability measures.



# School Fact Sheet, 2008–2009

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

ITEM 23

## Sunset High School

**ADDRESS:** 684 Requeza St., Encinitas, CA 92024 **PHONE:** (760) 753-3860

**PRINCIPAL:** Rick Ayala **GRADE RANGE:** 9–12 **SCHEDULE:** Traditional

### TEACHERS AND STUDENTS

#### Teachers

KEY FACTOR	CONTINUATION HIGH		
	OUR SCHOOL	COUNTY AVG	STATE AVG
<b>Number of teachers (FTE)</b>	9	12	8
<b>Students per teacher</b>	16	15	18
<b>Average years of teaching experience</b>	18	15	15
<b>Teachers with one or two years of teaching experience</b>	0%	6%	10%
<b>Full credential holders</b>	100%	90%	95%
<b>Trainee credential holders</b>	0%	1%	4%
<b>Emergency permit holders</b>	0%	1%	3%

SOURCE: 2008 CBEDS data, California Dept. of Education. County and state averages represent continuation high schools only. Because teachers can hold more than one type of credential, percentages rarely add up to 100 percent.

Our teachers bring an average of 18 years of teaching experience to their classes. All of our teachers have a full credential. Statewide about 95 percent of continuation high school teachers hold this credential.

#### Average Class Sizes

CORE COURSE	CONTINUATION HIGH		
	OUR SCHOOL	COUNTY AVG	STATE AVG
<b>English</b>	23	13	17
<b>History/social science</b>	16	14	18
<b>Math</b>	20	14	16
<b>Science</b>	16	16	17

SOURCE: 2008 CBEDS data, California Dept. of Education. County and state averages represent continuation high schools only.

The class size of core courses varies at our school from a low of 16 students to a high of 23 students. Our average class size for all classes schoolwide is 19 students. The average class size schoolwide for other continuation high schools in the state is 17 students.

#### Students

KEY FACTOR	CONTINUATION HIGH		
	OUR SCHOOL	COUNTY AVG	STATE AVG
<b>Number of students</b>	135	178	135
<b>English Learners</b>	8%	28%	23%
<b>Low-income students</b>	27%	55%	50%
<b>Students whose parents attended/graduated college</b>	68%	38%	38%

SOURCE: 2008 CBEDS data, California Dept. of Education. County and state averages represent continuation high schools only.

The factors above may affect students' performance in school.

### COLLEGE PREPARATION

Two factors indicate how effectively we prepare students for college: whether students are taking the courses required for college admission, and where students ultimately enroll in the state's public college system.

KEY FACTOR	CONTINUATION HIGH		
	OUR SCHOOL	COUNTY AVG	STATE AVG
<b>2008 graduates meeting UC or CSU course requirements</b>	10%	2%	1%
<b>2007 graduates attending UC</b>	0%	0%	0%
<b>2007 graduates attending CSU</b>	2%	0%	0%
<b>2007 graduates attending community colleges</b>	73%	28%	22%

SOURCE: 2008 CBEDS data, California Dept. of Education. California Postsecondary Education Commission. County and state averages represent continuation high schools only.

Information in this report changes throughout the year. A complete annual accountability report is available from our school or district office, and on our district Web site: <http://www.sduhsd.k12.ca.us/>

### ACADEMIC PERFORMANCE

#### California Standards Tests

This series of tests is based on what California students are expected to know and learn at each grade level.

#### Student Proficiency

BAR GRAPHS SHOW THESE PROFICIENCY GROUPS FROM LEFT TO RIGHT:

**FAR BELOW BASIC** **BELOW BASIC** **BASIC** **PROFICIENT** **ADVANCED**

SUBJECT	PERCENT PROFICIENT OR HIGHER	LOW SCORES	HIGH SCORES
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#### English/Language Arts (Reading and Writing)

Our school	40%	
Calif. continuation high schools	9%	

#### Algebra

Our school	19%	
Calif. continuation high schools	3%	

#### US History

Our school	38%	
Calif. continuation high schools	9%	

#### Life Science (Tenth Grade)

Our school	22%	
Calif. continuation high schools	9%	

SOURCE: The scores for the California Standards Tests are from the spring 2009 test cycle. State averages represent continuation high schools only.

### MEASURES OF ACADEMIC PROGRESS

**ACADEMIC PERFORMANCE INDEX (API):** This is California's way of rating schools. Using student test scores, the API places schools on a scale from 200 to 1000. Our school's API was 708, compared with 544 for the average continuation high school. The state expects schools to attain an API of 800 eventually. Many continuation high schools account for their results using the [Alternative School Accountability Model \(ASAM\)](#). If you see "N/A" in the tables below, ours may be an ASAM school.

**ADEQUATE YEARLY PROGRESS (AYP):** This is a federal measure that requires schools to meet test score goals schoolwide and for all subgroups\* of students. We met all six criteria for yearly progress. As a result, we succeeded at making AYP. Note that the number of criteria may vary from school to school.

CALIFORNIA API ACADEMIC PERFORMANCE INDEX		FEDERAL AYP ADEQUATE YEARLY PROGRESS	
<b>Met schoolwide growth target</b>	N/A	<b>Met AYP</b>	<b>Yes</b>
<b>Met growth target for prior school year</b>	N/A	<b>Met schoolwide test participation rate</b>	<b>Yes</b>
<b>API</b>	<b>708</b>	<b>Met schoolwide test score goals</b>	<b>Yes</b>
<b>Growth attained from prior year</b>	<b>+98</b>	<b>Met subgroup* test participation rate</b>	<b>N/A</b>
<b>Met subgroup* growth targets</b>	<b>N/A</b>	<b>Met subgroup* test score goals</b>	<b>N/A</b>
		<b>Met API for AYP</b>	<b>Yes</b>
		<b>Met graduation rate</b>	<b>Yes</b>
		<b>Program Improvement school</b>	<b>No</b>

SOURCE: API growth score, 2009 test cycle. API and AYP current as of September 2009.  
\* Numerically significant groups, such as English Learners and ethnic groups, with separate API and AYP goals.  
N/A Data unavailable or unreported; statistically insignificant number of valid test scores; testing data under review; or school uses alternative accountability measures.



**School Fact Sheet, 2008–2009**

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

ITEM 23

**Torrey Pines High School****ADDRESS:** 3710 Del Mar Heights Road, San Diego, CA 92130 **PHONE:** (858) 755-0125**PRINCIPAL:** Brett Killeen **GRADE RANGE:** 9–12 **SCHEDULE:** Traditional**TEACHERS AND STUDENTS****Teachers**

KEY FACTOR	OUR SCHOOL	COUNTY AVG	STATE AVG
<b>Number of teachers (FTE)</b>	97	52	47
<b>Students per teacher</b>	28	24	23
<b>Average years of teaching experience</b>	13	13	13
<b>Teachers with one or two years of teaching experience</b>	8%	11%	12%
<b>Full credential holders</b>	99%	91%	94%
<b>Trainee credential holders</b>	1%	2%	5%
<b>Emergency permit holders</b>	0%	1%	3%

SOURCE: 2008 CBEDS data, California Dept. of Education. County and state averages represent high schools only. Because teachers can hold more than one type of credential, percentages rarely add up to 100 percent.

Our teachers bring an average of 13 years of teaching experience to their classes. About 99 percent have a full credential. Statewide about 94 percent of high school teachers hold this credential.

**Average Class Sizes**

CORE COURSE	OUR SCHOOL	COUNTY AVG	STATE AVG
<b>English</b>	33	25	25
<b>History/social science</b>	36	29	29
<b>Math</b>	33	27	27
<b>Science</b>	31	28	28

SOURCE: 2008 CBEDS data, California Dept. of Education. County and state averages represent high schools only.

The average class size of core courses varies at our school from a low of 31 students to a high of 36 students. Our average class size for all classes schoolwide is 33 students. The average class size schoolwide for other high schools in the state is 28 students.

**Students**

KEY FACTOR	OUR SCHOOL	COUNTY AVG	STATE AVG
<b>Number of students</b>	2,691	1,237	1,082
<b>English Learners</b>	5%	14%	15%
<b>Low-income students</b>	5%	42%	46%
<b>Students whose parents attended/graduated college</b>	95%	63%	56%

SOURCE: 2008 CBEDS data, California Dept. of Education. County and state averages represent high schools only.

The factors above may affect students' performance in school.

**COLLEGE PREPARATION**

Three factors indicate how effectively we prepare students for college: whether students are taking the courses required for college admission, whether the school offers Advanced Placement (AP) courses, and where students ultimately enroll in the state's public college system.

KEY FACTOR	OUR SCHOOL	COUNTY AVG	STATE AVG
<b>2008 graduates meeting UC or CSU course requirements</b>	75%	45%	36%
<b>AP exams passed per 100 juniors and seniors (2008)</b>	143	37	27
<b>2007 graduates attending UC</b>	17%	7%	8%
<b>2007 graduates attending CSU</b>	8%	15%	13%
<b>2007 graduates attending community colleges</b>	18%	23%	30%

SOURCE: 2008 CBEDS data, California Dept. of Education. California Postsecondary Education Commission. County and state averages represent high schools only.

Information in this report changes throughout the year. A complete annual accountability report is available from our school or district office, and on our district Web site:

<http://www.sduhsd.k12.ca.us/>

**ACADEMIC PERFORMANCE****California Standards Tests**

This series of tests is based on what California students are expected to know and learn at each grade level.

**Student Proficiency**

BAR GRAPHS SHOW THESE PROFICIENCY GROUPS FROM LEFT TO RIGHT:

**FAR BELOW BASIC** **BELOW BASIC** **BASIC** **PROFICIENT** **ADVANCED**

SUBJECT	PERCENT PROFICIENT OR HIGHER	LOW SCORES	HIGH SCORES
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**English/Language Arts (Reading and Writing)**

Our school	76%	
Calif. high schools	46%	

**Geometry**

Our school	47%	
Calif. high schools	24%	

**US History**

Our school	70%	
Calif. high schools	47%	

**Biology**

Our school	81%	
Calif. high schools	42%	

**Life Science (Tenth Grade)**

Our school	80%	
Calif. high schools	45%	

SOURCE: The scores for the California Standards Tests are from the spring 2009 test cycle. State averages represent high schools only.

**MEASURES OF ACADEMIC PROGRESS**

**ACADEMIC PERFORMANCE INDEX (API):** This is California's way of rating schools. Using student test scores, the API places schools on a scale from 200 to 1000. Our school's API was 861, compared with 712 for the average high school. The state expects schools to attain an API of 800 eventually.

**ADEQUATE YEARLY PROGRESS (AYP):** This is a federal measure that requires schools to meet test score goals schoolwide and for all subgroups\* of students. We met all 14 criteria for yearly progress. As a result, we succeeded at making AYP. Note that the number of criteria may vary from school to school.

CALIFORNIA API ACADEMIC PERFORMANCE INDEX		FEDERAL AYP ADEQUATE YEARLY PROGRESS	
<b>Met schoolwide growth target</b>	<b>Yes</b>	<b>Met AYP</b>	<b>Yes</b>
<b>Met growth target for prior school year</b>	<b>Yes</b>	<b>Met schoolwide test participation rate</b>	<b>Yes</b>
<b>API</b>	<b>861</b>	<b>Met schoolwide test score goals</b>	<b>Yes</b>
<b>Growth attained from prior year</b>	<b>+12</b>	<b>Met subgroup* test participation rate</b>	<b>Yes</b>
<b>Met subgroup* growth targets</b>	<b>No</b>	<b>Met subgroup* test score goals</b>	<b>Yes</b>
		<b>Met API for AYP</b>	<b>Yes</b>
		<b>Met graduation rate</b>	<b>Yes</b>
		<b>Program Improvement school</b>	<b>No</b>

SOURCE: API growth score, 2009 test cycle. API and AYP current as of September 2009.  
\* Numerically significant groups, such as English Learners and ethnic groups, with separate API and AYP goals.  
N/A - Data unavailable or unreported; statistically insignificant number of valid test scores; testing data under review; or school uses alternative accountability measures.





**School Fact Sheet, 2008–2009**

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

ITEM 23

**Earl Warren Middle School****ADDRESS:** 155 Stevens St., Solana Beach, CA 92075 **PHONE:** (858) 755-1558**PRINCIPAL:** Anna Pedroza **GRADE RANGE:** 7–8 **SCHEDULE:** Traditional**TEACHERS AND STUDENTS****Teachers**

KEY FACTOR	OUR SCHOOL	COUNTY AVG	STATE AVG
<b>Number of teachers (FTE)</b>	25	33	28
<b>Students per teacher</b>	24	22	22
<b>Average years of teaching experience</b>	10	13	12
<b>Teachers with one or two years of teaching experience</b>	21%	9%	12%
<b>Full credential holders</b>	100%	94%	95%
<b>Trainee credential holders</b>	0%	1%	4%
<b>Emergency permit holders</b>	0%	1%	2%

SOURCE: 2008 CBEDS data, California Dept. of Education. County and state averages represent middle schools only. Because teachers can hold more than one type of credential, percentages rarely add up to 100 percent.

Our teachers bring an average of ten years of teaching experience to their classes. All of our teachers have a full credential. Statewide about 95 percent of middle school teachers hold this credential.

**Average Class Sizes**

CORE COURSE	OUR SCHOOL	COUNTY AVG	STATE AVG
<b>English</b>	29	26	25
<b>History/social science</b>	31	29	28
<b>Math</b>	30	27	27
<b>Science</b>	31	29	28

SOURCE: 2008 CBEDS data, California Dept. of Education. County and state averages represent middle schools only.

The average class size of core courses varies at our school from a low of 29 students to a high of 31 students. Our average class size for all classes schoolwide is 32 students. The average class size schoolwide for other middle schools in the state is 27 students.

**Students**

KEY FACTOR	OUR SCHOOL	COUNTY AVG	STATE AVG
<b>Number of students</b>	618	718	605
<b>English Learners</b>	6%	20%	20%
<b>Low-income students</b>	8%	50%	55%
<b>Students whose parents attended/graduated college</b>	92%	63%	55%

SOURCE: 2008 CBEDS data, California Dept. of Education. County and state averages represent middle schools only.

The factors above may affect students' performance in school.

**KEEPING YOU INFORMED**

A complete annual accountability report for our school is available on our district Web site. You can request printed copies of this report at our school or district office. For more information, contact the district at:

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

To view this report and the reports of other schools in our district online, please visit our Web site at:  
<http://www.sduhsd.k12.ca.us/>

This data is current as of September 2009 but is subject to change. Facts about teachers and students are from the census of early October 2008. Testing data is based on tests taken in the spring of 2009. The CDE issued API and AYP results in September 2009.

**ACADEMIC PERFORMANCE****California Standards Tests**

This series of tests is based on what California students are expected to know and learn at each grade level.

**Student Proficiency**

BAR GRAPHS SHOW THESE PROFICIENCY GROUPS FROM LEFT TO RIGHT:

**FAR BELOW BASIC** **BELOW BASIC** **BASIC** **PROFICIENT** **ADVANCED**

SUBJECT	PERCENT PROFICIENT OR HIGHER	LOW SCORES	HIGH SCORES
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**English/Language Arts (Reading and Writing)**

Our school	84%	
Calif. middle schools	50%	

**Math (excluding Algebra)**

Our school	73%	
Calif. middle schools	44%	

**Algebra**

Our school	87%	
Calif. middle schools	45%	

**History/Social Science**

Our school	77%	
Calif. middle schools	42%	

**Science**

Our school	89%	
Calif. middle schools	54%	

SOURCE: The scores for the California Standards Tests are from the spring 2009 test cycle. State averages represent middle schools only.

**MEASURES OF ACADEMIC PROGRESS**

We use two measures to track our school's academic achievement over time: the Academic Performance Index (API) and Adequate Yearly Progress (AYP). These measures combine test results differently and often provide differing views of student progress.

**ACADEMIC PERFORMANCE INDEX (API):** This is California's way of rating schools. Using student test scores, the API places schools on a scale from 200 to 1000. Our school's API was 935, compared with 760 for the average middle school. The state expects schools to attain an API of 800 eventually.

**ADEQUATE YEARLY PROGRESS (AYP):** This is a federal measure that requires schools to meet test score goals schoolwide and for all subgroups\* of students. We met all nine criteria for yearly progress. As a result, we succeeded at making AYP. Note that the number of criteria may vary from school to school.

CALIFORNIA API ACADEMIC PERFORMANCE INDEX		FEDERAL AYP ADEQUATE YEARLY PROGRESS	
<b>Met schoolwide growth target</b>	<b>Yes</b>	<b>Met AYP</b>	<b>Yes</b>
<b>Met growth target for prior school year</b>	<b>Yes</b>	<b>Met schoolwide test participation rate</b>	<b>Yes</b>
<b>API</b>	<b>935</b>	<b>Met schoolwide test score goals</b>	<b>Yes</b>
<b>Growth attained from prior year</b>	<b>+20</b>	<b>Met subgroup* test participation rate</b>	<b>Yes</b>
<b>Met subgroup* growth targets</b>	<b>Yes</b>	<b>Met subgroup* test score goals</b>	<b>Yes</b>
		<b>Met API for AYP</b>	<b>Yes</b>
		<b>Program Improvement school</b>	<b>No</b>

SOURCE: API growth score, 2009 test cycle. API and AYP current as of September 2009.  
\* Numerically significant groups, such as English Learners and ethnic groups, with separate API and AYP goals.  
N/A Data unavailable or unreported; statistically insignificant number of valid test scores; testing data under review; or school uses alternative accountability measures.

