



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

**THURSDAY, MAY 20, 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, 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, MAY 20, 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 5:00 PM
- 2. CLOSED SESSION 5:01 PM**
 - A. To consider personnel issues, pursuant to Government Code Sections 11126 and 54957; limited to consideration of the appointment, employment, evaluation of performance, discipline /release, dismissal of a public employee or to hear *complaints or charges brought against such employee by another person or employee unless the employee requests a public session.*
 - B. To conference with Labor Negotiators, pursuant to Government Code Section 54957.8.
Agency Negotiators: Superintendent and Associate Superintendents (3)
Employee Organizations: San Dieguito Faculty Association / California School Employees Association
 - C. To conference with legal counsel to discuss current and/or potential litigation, pursuant to Government Code Sections 54956.9(b)(3)(A), (D), and (E).
 - D. Consideration and/or deliberation of student discipline matters (6 cases)

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

- 3. CALL TO ORDER
- 4. PLEDGE OF ALLEGIANCE
- 5. REPORT OUT OF CLOSED SESSION
- 6. APPROVAL OF MINUTES OF BOARD MEETING, MAY, 4, 2010, AND REVISION TO MINUTES OF DECEMBER 10, 2009, (ITEM 19A).
Motion by _____, second by _____, to approve the Minutes of the May 4th, 2010 Board Meeting, and Revision of December 10, 2009 Minutes, 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. DEPARTMENT / SCHOOL UPDATES (NONE SCHEDULED)

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.

C. APPROVAL OF CALIFORNIA INTERSCHOLASTIC FEDERATION (CIF) SAN DIEGO SECTION CONTINUATION OF MEMBERSHIP AGREEMENT, 2010-11

Approval of CIF Continuation of Membership Agreement for 2010-11 School Year for annual renewal purposes; required by State of California Interscholastic Federation Bylaws as shown in the attached supplement.

D. AUTHORIZATION OF SCHOOLS' ATHLETIC LEAGUE REPRESENTATIVES, (CIF) 2010-11

Approval of authorization of Schools' Athletic League Representatives for 2010-11 School Year; required by State of California Interscholastic Federation Bylaws, (CIF), 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 AGREEMENT

Approve/ratify entering into the following agreement and authorize the Board President and Ken Noah to execute the agreement:

1. Alliant International University for student teachers and intern school psychologists, during the period July 1, 2010 through June 30, 2012.

13. EDUCATIONAL SERVICES

A. APPROVAL/RATIFICATION OF AGREEMENTS

(None Submitted)

B. APPROVAL/RATIFICATION OF AMENDMENT TO AGREEMENTS

(None Submitted)

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

Approve the following Parent Settlement and Release Agreements, to be funded by the General Fund 06-00/Special Education, and authorize the Executive Director of Pupil Services to execute the agreements:

1. Student ID. No. 672196, in the amount of \$19,500.00.

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. "G" Force to provide DSA Specialty Inspection Services and Materials Conformance Testing for the Parking Structure Solar Panel Installation at La Costa Canyon High School and Canyon Crest Academy project, during the period May 21, 2010 through March 31, 2011, for an estimated amount of \$17,650.00, to be expended from the Capital Facilities Fund 25-19 and reimbursed by future bond proceeds.
2. Consulting & Inspection Services, LLC to provide DSA Resident Inspection Services for the Parking Structure Solar Panel Installation at La Costa Canyon High School and Canyon Crest Academy project, during the period May 21, 2010 through March 31, 2011, at the hourly rate of \$88.00 per hour for an estimated total amount of \$8,976.00, to be expended from the Capital Facilities Fund 25-19 and reimbursed by future bond proceeds.
3. Carlsbad Unified School District for field/activity trips, vehicle maintenance, driver training, and fuel supply from the SDUHSD Transportation Department, during the period June 4, 2010 through June 4, 2015, in an amount billed quarterly and reimbursed by Carlsbad Unified School District.
4. Elite Show Services, Inc. to provide security services for the Canyon Crest Academy graduation ceremony on June 18, 2010, for an amount not to exceed \$650.00, to be expended from the General Fund 03-00.

B. AUTHORIZATION TO ENTER INTO AGREEMENT / AMERICAN EXPRESS

Authorize entering into an agreement with American Express to establish an accounts payable corporate credit card account with established limits and purposes in the name of the San Dieguito Union High School District, during the period May 21, 2010 until terminated by either party with thirty (30) day written prior notice, with an annual \$75.00 fee to be expended from the General Fund 03-00, and authorize Christina M. Bennett, Eric R. Dill, or Stephen G. Ma to sign all pertinent documents.

C. 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. Chevron Energy Solutions Company, a Division of Chevron U.S.A. Inc. (Chevron ES), for the implementation of Solar Improvements, to extend the final completion date of the contract to February 28, 2011 or each day thereafter in the event that Chevron ES does not receive all the required solar panels prior to November 1, 2010.
2. John Sergio Fisher & Associates, Inc. to provide additional DSA drawing updates and value engineering services for the San Dieguito Academy Visual & Performing Arts Center project, for an amount not to exceed \$12,000.00, to be expended from Capital Facilities Fund 25-19 and the School Facility Fund 35-00.

D. AWARD/RATIFICATION OF CONTRACTS

(None Submitted)

E. APPROVAL OF CHANGE ORDERS

(None Submitted)

F. ACCEPTANCE OF CONSTRUCTION PROJECTS

(None Submitted)

G. ADOPTION OF RESOLUTION / COOPERATIVE BID

Adopt the attached resolution authorizing contracting pursuant to cooperative bid and award documents from National Intergovernmental Purchasing Alliance Company (National IPA), State of Tennessee, for the purchase of various supplies and services such as but not limited to maintenance, operational, and repair supplies, office supplies, information technology solutions, and furniture per the pricing structure, terms, and conditions stated in the bid

documents, to be expended from the fund to which the supplies are charged, and authorize Christina M. Bennett, Eric R. Dill, or Stephen G. Ma to execute any necessary documents.

H. ADOPTION OF RESOLUTIONS / AUTHORIZED SIGNATURES FOR MAIL/WARRANTS, PAYROLL, CREDENTIALS RELEASE, SCHOOL ORDERS

Adopt the following resolutions:

1. RESOLUTION DESIGNATING AUTHORIZED AGENT TO RECEIVE MAIL AND PICK UP WARRANTS AT COUNTY OFFICE OF EDUCATION
Designating Stephen G. Ma to receive mail and Ken Noah, Terry King, Eric R. Dill, Delores Perley, Donna Corder, Dawn Pearson, Courtney Rock, and Carol Clemons to pick up warrants at the County Office of Education.
2. RESOLUTION FOR PAYROLL ORDER CERTIFICATION
Designating Ken Noah or Terry King or Frederick Labib-Wood to ascertain and certify that each employee has taken an oath of allegiance and designating Frederic Labib-Wood to certify classified service assignment.
3. RESOLUTION AUTHORIZING THE COUNTY OFFICE OF EDUCATION CREDENTIALS DEPARTMENT TO RELEASE CREDENTIAL HELD WARRANTS TO EMPLOYEES
Authorizing the County Office of Education Credentials Department to release credentials held warrants to employees who have provided the required credential paper work.
4. RESOLUTION DESIGNATING AUTHORIZED AGENT TO SIGN SCHOOL ORDERS
Designating Ken Noah or Eric R. Dill or Stephen G. Ma to sign school orders.

I. APPROVAL OF BUSINESS REPORTS

Approve the following business reports:

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

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 - 20)

16. APPROVAL OF PROPOSED NEW BOARD POLICY 3111 & 3111/AR-1, "BUDGET RESERVE FUNDS"
Motion by _____, second by _____, to approve the proposed New Board Policy #3111 & 3111/AR-1, as shown in the attached supplement.
17. APPROVAL OF PROPOSED REVISION TO BOARD POLICY 3250/AR-1, "TRANSPORTATION FEES/HOME-TO-SCHOOL"
Motion by _____, second by _____, to approve the proposed Revision to Board Policy 3250/AR-1, as shown in the attached supplement.

- 18. ADOPTION OF RESOLUTION, LAYOFF AND/OR REDUCTION OF HOURS AND/OR MONTHS OF CLASSIFIED EMPLOYEES/POSITIONS FOR FISCAL YEAR 2010-2011.
Motion by _____, second by _____, to adopt the attached Resolution approving the Layoff and/or Reduction of Hours and/or Months of Classified Employees/Positions for Fiscal Year 2010-2011.
- 19. SAN DIEGUITO ACADEMY VISUAL & PERFORMING ARTS CENTER
 - A. BID REVIEW & FUNDING OPTIONS
 - B. APPROVAL OF GUARANTEED MAXIMUM PRICE (GMP)
Motion by _____, second by _____, to approve the guaranteed maximum price for the Lease-Leaseback contract entered into with Barnhart-Balfour-Beatty for the San Dieguito Academy Visual & Performing Arts Center project, in the amount of \$7,567,887.38 subject to the District's receipt of acceptable collateral from the San Dieguito Academy Foundation, and authorize Christina Bennett or Stephen G. Ma to execute any and all necessary documents.
- 20. ADOPTION OF RESOLUTION / FINAL NEGATIVE DECLARATION / SOLAR PANEL PROJECTS AT LA COSTA CANYON HIGH SCHOOL AND CANYON CREST ACADEMY
Motion by _____, second by _____, to adopt the attached resolution certifying the Final Negative Declaration for the Solar Panel Project at La Costa Canyon High School and Canyon Crest Academy and findings and certification thereto.

INFORMATION ITEMS..... (ITEMS 21 - 32)

- 21. CARL D. PERKINS CAREER TECHNICAL EDUCATION APPLICATION FOR FUNDING / CTE PROGRAMS, (SECONDARY, #131)
This item is being submitted for first reading and will be resubmitted for approval on June 3, 2010.
- 22. CARL D. PERKINS CAREER TECHNICAL EDUCATION APPLICATION FOR FUNDING / CTE PROGRAMS, (ADULT EDUCATION, #132)
This item is being submitted for first reading and will be resubmitted for approval on June 3, 2010.
- 23. UNIFORM COMPLAINT QUARTERLY REPORT, 2010
This item is being submitted as information, for the third quarter through March, 2010, as shown in the attached supplement.
- 24. NEW BOARD POLICY #4160.34 AND ADMINISTRATIVE REGULATION #4160.34/AR-1, JOB DESCRIPTION, LIBRARY MEDIA COORDINATOR
. This item is being submitted for first reading and will be resubmitted for approval on June 3, 2010.
- 25. BUSINESS SERVICES UPDATE..... STEVE MA, ASSOCIATE SUPERINTENDENT
- 26. HUMAN RESOURCES UPDATE TERRY KING, ASSOCIATE SUPERINTENDENT
- 27. EDUCATIONAL SERVICES UPDATE RICK SCHMITT, ASSOCIATE SUPERINTENDENT
- 28. 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)
- 29. FUTURE AGENDA ITEMS
- 30. ADJOURNMENT TO CLOSED SESSION (AS NECESSARY)

CLOSED SESSION (if required)

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

31. REPORT FROM CLOSED SESSION (AS NECESSARY)

32. MEETING ADJOURNED

The next regularly scheduled Board Meeting will be held on [Thursday, June 3, 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.

ITEM 6

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

Superintendent
Ken Noah



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

MAY 4, 2010

TUESDAY, MAY 4, 2010
6:30 PM

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

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

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. 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 (37-2009-00085480-CU-BC-CTL)
 - D. Consideration and/or deliberation of student discipline matters (3 cases)

OPEN SESSION / ATTENDANCE

BOARD OF TRUSTEES

Joyce Dalessandro
Linda Friedman
Barbara Groth
Beth Hergesheimer
Deanna Rich

STUDENT BOARD MEMBERS

Kaitlin Fogelstrom, (For Jordan Bernard), LCC
Taylor Bell, Sunset
Shakila Guevara, San Dieguito Academy
Nick Lawson, Canyon Crest Academy
Allison Yamamoto, Torrey Pines

DISTRICT ADMINISTRATORS / STAFF

Ken Noah, Superintendent
Terry King, Associate Superintendent, Human Resources
Steve Ma, Associate Superintendent, Business
John Addleman, Director of Planning & Financial Management
Bruce Cochrane, Executive Director, Pupil Services
Eric Dill, Executive Director, Business Services
Delores Perley, Director, Finance
Alicia PitroneHauser, Director, Nutrition Services
Russ Thornton, Executive Director, Maintenance & Operations
Ron Tackett, President, CSEA
Becky Banning, Recording Secretary

ITEM 6

- 3. CALL TO ORDER (ITEM 3)
The regular meeting of the Board of Trustees was called to order at 6:35 PM.
- 4. PLEDGE OF ALLEGIANCE (ITEM 4)
Ms. Groth led the Pledge of Allegiance.
- 5. REPORT OUT OF CLOSED SESSION (ITEM 5)
The Board took action to approve the stipulated expulsion of Student #506693 and the semester suspension of Student #522293. Motions on both actions were unanimously carried.
- 6. APPROVAL OF MINUTES / REGULAR MEETING AND BOARD WORKSHOP, APRIL 15TH, 2010 (ITEM 6)
It was moved by Ms. Friedman, seconded by Ms. Dalessandro, that the Minutes of the April 15th Board Meetings (2) 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)
Ms. Dalessandro attended the Canyon Crest Academy Foundation Gala at the Del Mar Marriott; a meeting with the North City West Joint Powers Authority last Thursday; the District’s Annual Employee Recognition event held prior to this meeting; and the Honoring Our Own Event, sponsored by the San Diego County School Boards Association, and Association of California School Administrators, (ACSA. Among the honorees were Adult Education Principal Denise Stanley and Ms. Judy Strang of the San Dieguito Alliance for Drug Free Youth.
Ms. Hergesheimer attended the Canyon Crest Academy Foundation Gala; the Honoring Our Own event; and a meeting of the Encinitas General Plan Advisory Committee.
Ms. Rich attended the Canyon Crest Academy Foundation Fundraiser and the district’s Employee Recognition Event.
- 9. SUPERINTENDENT’S REPORTS, BRIEFINGS AND LEGISLATIVE UPDATES (ITEM 9)
Superintendent Noah asked the Board for input on June 2nd or June 16th as the date for the groundbreaking ceremony for the Solar Energy Projects at Canyon Crest Academy and La Costa Canyon High School.
Mr. Noah notified the Board of a graduation date change for Adult Education. The new date is July 7th at 5:00 PM.
- 10. NUTRITION SERVICES UPDATE ALICIA PITRONE HAUSER, DIRECTOR
Ms. Pitrone Hauser announced Pam Brand, (formerly at Torrey Pines High School), as the new Administrative Secretary for the department. Ms. Brand replaces Ginger Johnson, who retired earlier this year.
Ms. Pitrone Hauser reported that for the second year in a row, Nutrition Services ended the year in the black without being an encroachment to the general fund. Both labor and food costs were reduced this year and target reductions for next year will be in the snacks and beverage areas.
Breakfast programs at Oak Crest and Diegueno Middle Schools have been successful, and the district is incorporating the new National Get Fit Program, spearheaded by Mrs. Michelle Obama, into its menus.
A five-year review of the Nutrition Services Department is scheduled to be presented next Spring.

CONSENT AGENDA ITEMS(ITEMS 11 – 15)

It was moved by Ms. Hergesheimer, seconded by Ms. Friedman, 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 (NONE SUBMITTED)

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.
- 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. Azusa Pacific University for student teacher services, during the period July 1, 2010 through June 30, 2013.

13. EDUCATIONAL SERVICES

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

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. Carmel Valley Recreation Center for lease of facilities for San Dieguito Adult School classes, during the period April 19, 2010 through June 11, 2010, for an amount not to exceed \$1,598.70, to be expended from the Adult Education Fund 11-00.
- 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. Collins & Aikman Floorcoverings, Inc., for district wide carpeting and flooring services, extending the contract period from June 1, 2010 through May 31, 2011, with a 5% increase in unit costs as allowed in the contract, to be expended from the fund to which the project is charged.

ITEM 6

- C. AWARD/RATIFICATION OF CONTRACTS
(None Submitted)
- D. APPROVAL OF CHANGE ORDERS
(None Submitted)
- E. ACCEPTANCE OF CONSTRUCTION PROJECTS
(None Submitted)
- F. APPROVAL OF BUSINESS REPORTS
Approve the following business reports:
 - 1. Purchase Orders
 - 2. Instant Money
 - 3. Membership Listing

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

- 16. SDUHSD SCHOOL ACCOUNTABILITY REPORT CARDS, (SARC), 2008-09
It was moved by Ms. Dalessandro, seconded by Shakila Guevara, to approve the School Accountability Report Cards, 2008-09, as presented. Motion unanimously carried.
- 17. ADOPTION OF 2009-10 DISTRICT BUDGET / SPRING REVISION
It was moved by Ms. Dalessandro, seconded by Ms. Rich, to adopt the 2009-10 District Budget / Spring Revision, as presented. Motion unanimously carried.

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

- 18. PROPOSED NEW BOARD POLICY 3111 & 3111/AR-1, "BUDGET RESERVE FUNDS"
This item was submitted for the first reading and will be resubmitted to the Board for approval on May 20, 2010.
- 19. PROPOSED REVISION TO BOARD POLICY 3250/AR-1, "TRANSPORTATION FEES/HOME-TO-SCHOOL"
This item was submitted for the first reading and will be resubmitted to the Board for approval on May 20, 2010.
- 20. BUSINESS SERVICES UPDATE STEVE MA, ASSOCIATE SUPERINTENDENT
Mr. Ma introduced Mr. John Addleman who gave a summary of the Chevron ES Solar Projects Qualified School Construction Bonds (QSCBs). Mr. Addleman reported that on Thursday, April 29th, the District received favorable rates from the public sale of the Qualified School Construction Bonds. This was effectively the last hurdle in order to proceed with the construction of the solar facilities at Canyon Crest Academy and La Costa Canyon High School. A more detailed summary is attached.
- 21. HUMAN RESOURCES UPDATE TERRY KING, ASSOCIATE SUPERINTENDENT
Ms. King thanked the Board for their support of their Employee Recognition Event held prior to this meeting; reported on the status of the Assistant Principal openings at the middle schools; and shared an update on Health Care Reform, as provided by Barney & Barney, LLC, the district's insurance brokerage firm.
- 22. EDUCATIONAL SERVICES UPDATE RICK SCHMITT, ASSOCIATE SUPERINTENDENT
Mr. Schmitt discussed a new literature program from Pearson Custom Learning Solutions, which allows the creation of custom literature-based learning programs that are aligned specifically to classroom needs, including anthology, questions, assessment tools, custom media, and more.

ITEM 6

23. PUBLIC COMMENTS (No comments were made)

24. FUTURE AGENDA Items (None discussed)

25. ADJOURNMENT TO CLOSED SESSION 7:57 PM

The Board adjourned to Closed Session 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. 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 (37-2009-00085480-CU-BC-CTL)
- D. Consideration and/or deliberation of student discipline matters (3 cases)

26. REPORT OUT OF CLOSED SESSION - (Nothing further to report)

27. ADJOURNMENT OF MEETING - Meeting adjourned at 8:30 PM.

Joyce Dalessandro, Board Clerk

____ / ____ / 2010
Date

Ken Noah, Superintendent

____ / ____ / 2010
Date

ITEM 6

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

Superintendent
Ken Noah

Item 19A Revised, 05-20-10 (Public Comments)



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

Telephone (760) 753-6491
www.sduhsd.net

Office of the Superintendent
Fax (760) 943-3501

DECEMBER 10, 2009

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 Dalessandro called the meeting to order at 6:00 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 6:01 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 and 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. (1 case)

OPEN SESSION / ATTENDANCE

BOARD OF TRUSTEES

Joyce Dalessandro
Linda Friedman
Barbara Groth
Beth Hergesheimer
Deanna Rich

STUDENT BOARD MEMBERS

Jordan Bernard, La Costa Canyon High School
Allie Jucha, San Dieguito Academy
Nick Lawson, Canyon Crest Academy
Allison Yamamoto, Torrey Pines High School

DISTRICT ADMINISTRATORS

Ken Noah, Superintendent
Terry King, Associate Superintendent, Human Resources
Steve Ma, Associate Superintendent, Business
Rick Schmitt, Associate Superintendent, Educational Services
Eric Dill, Executive Director, Business Services
Delores Perley, Director, Finance
Brian Kohn, Principal, Canyon Crest Academy
David Jaffe, Executive Director, Curriculum & Instruction
Becky Banning, Recording Secretary

ITEM 6

3. CALL TO ORDER / PLEDGE OF ALLEGIANCE..... (ITEM 3)
The meeting was called to order at 6:30 PM and Nick Lawson led the Pledge of Allegiance.
4. REPORT OUT OF CLOSED SESSION (ITEM 4)
The Board took unanimous action to approve the employment agreements of employees #25305 and #25527.
5. APPROVAL OF MINUTES (ITEM 5)
It was moved by Ms. Beth Hergesheimer seconded by Ms. Deanna Rich, that the Minutes of the November 12th, 2009 Board Meetings be approved as written. **Motion unanimously carried.**

ORGANIZATION OF THE BOARD

- 6a. NOMINATION / ELECTION OF BOARD PRESIDENT
It was moved by Ms. Linda Friedman, seconded by Ms. Deanna Rich, that nominations be closed and that Ms. Barbara Groth be elected President of the Board for 2010. **Motion unanimously carried.**
- 6b. PASSING OF THE GAVEL TO THE NEWLY ELECTED PRESIDENT OF THE BOARD
Former President, Ms. Dalessandro passed the gavel to the new President, who presided the remainder of the meeting.
- 6c. RECOGNITION OF OUTGOING PRESIDENT
Superintendent Noah expressed his gratitude to Ms. Joyce Dalessandro and commended her leadership and guidance throughout the past year and presented Ms. Dalessandro with a gift and bouquet of flowers in recognition of her year of service.
- 6d. ELECTION OF VICE PRESIDENT
It was moved by Ms. Deanna Rich, seconded by Ms. Joyce Dalessandro, that nominations be closed and that Ms. Beth Hergesheimer be elected Vice-President of the Board for 2010. **Motion unanimously carried.**
- 6e. ELECTION OF CLERK
It was moved by Ms. Beth Hergesheimer, seconded by Ms. Linda Friedman, that nominations be closed and that Ms. Joyce Dalessandro be elected Clerk of the Board for 2010. **Motion unanimously carried.**
- 6f. APPOINTMENT OF BOARD REPRESENTATIVE / NORTH CITY WEST JOINT POWERS AUTHORITY
It was moved by Ms. Linda Friedman, seconded by Ms. Beth Hergesheimer, that Steve Ma be appointed to serve as Board Representative to the North City West Joint Powers Authority, for 2010. **Motion unanimously carried.**
- 6g. APPOINTMENT OF ALTERNATE BOARD REPRESENTATIVE / NORTH CITY WEST JOINT POWERS AUTHORITY
It was moved by Ms. Linda Friedman, seconded by Ms. Deanna Rich, that Superintendent Ken Noah and Ms. Dalessandro be appointed to serve as Alternate Board Representatives to the North City West Joint Powers Authority, for 2010. **Motion unanimously carried.**
- 6h. ESTABLISH DATE, TIME AND PLACE OF REGULAR MEETINGS OF THE BOARD FOR 2010
It was moved by Ms. Deanna Rich, seconded by Ms. Linda Friedman, that the meeting of May 6, 2001 be changed to May 4, 2010, and that remaining Board Meetings and start times listed on the 2010 Board Meeting Schedule be approved as presented. **Motion unanimously carried.**

ITEM 6

6i. APPOINTMENT OF BOARD SECRETARY AND RE-ADOPTION OF BOARD POLICIES

It was moved by Nick Lawson, seconded by Allie Jucha, that the Board re-adopt all Board Policies and appoint the Superintendent to serve as Board Secretary, as specified in Board Bylaw #9320. **Motion unanimously carried.**

*6j. APPOINTMENTS OF BOARD REPRESENTATIVES:

Committee appointments of Board Representatives were as follows:

Carlsbad City/School Liaison Committee	<u>Barbara Groth / Beth Hergesheimer</u>
Career Technology Education	<u>Barbara Groth / Beth Hergesheimer</u>
Encinitas City/School Liaison Committee	<u>Linda Friedman / Beth Hergesheimer</u>
Legislative Action Network, Local	<u>Linda Friedman / Deanna Rich</u>
Legislative Action Network, Regional	<u>Linda Friedman / Deanna Rich</u>
Long Range Facilities Task Force	<u>Joyce Dalessandro</u>
North Coastal Consortium for Special Education	<u>Barbara Groth</u>
San Diego City Council/School Liaison	<u>Deanna Rich / Joyce Dalessandro</u>
Solana Beach City/School Liaison Committee	<u>Deanna Rich / Joyce Dalessandro</u>
Strategic Planning Committee	<u>Beth Hergesheimer</u>

**IMMEDIATELY FOLLOWING ACTION ON THIS ITEM, THE BOARD ADJOURNED TEMPORARILY, AND SUMMONED A MEETING OF THE SAN DIEGUITO PUBLIC FACILITIES AUTHORITY, THEN RECONVENED TO CONTINUE THE REGULAR MEETING, (ITEMS 7 – 30 BELOW).*

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)

All Board members attended the annual California School Boards Association Conference, in San Diego, December 3rd through the 5th.

Mrs. Dalessandro shared details on some of the workshops she attended while at the CSBA conference, including two for “Green” schools.

Ms. Friedman attended an Encinitas City/School Liaison meeting where a community resource representative spoke about outreach efforts to families in need within the community. Ms. Friedman also distributed materials she received at the CSBA conference.

Ms. Hergesheimer attended the Encinitas City/School Liaison meeting with Mr. Noah and Ms. Friedman.

Ms. Rich shared highlights on a CSBA workshop she attended given by Schools For Sound Finance, and distributed copies of a handout from the workshop.

9. SUPERINTENDENT’S REPORTS, BRIEFINGS AND LEGISLATIVE UPDATES (ITEM 9)

Superintendent Noah will be attending some future staff and department chair meetings at each of the school sites; announced the creation of a new Budget Review Committee, which is scheduled to meet on January 21, 2010; has begun a series of meetings with Foundation Executive Directors and Presidents from the four high schools; said there was a pending meeting with district administration, principals and athletic directors to discuss the creation of an Athletic Handbook; and gave details about an Achievement Gap Task Force meeting at the County Office of Education, held earlier that day. President Groth also attended this meeting.

ITEM 6

10. SCHOOL SITE UPDATE, CANYON CREST ACADEMY BRIAN KOHN, PRINCIPAL

Principal Kohn thanked the Board for the opportunity to share. Mr. Kohn highlighted the following growth areas within the school and programs: Science Department Robotics Team received two grants – one from Qualcomm, the other from NASA, totaling \$10,500. In Math, CCA placed 8th in the country in a national competition called the 2009 Assessment Team Scramble, (Phase two of the competition continues in February). In sports, CCA won championships in field hockey, boys’ water polo, girls’ cross-country, and boys’ softball. The “Envision”, Career Technology Education and Regional Occupation programs are also showing progress, and there is a pending Festival of the Arts scheduled, which will involve close to 900 students as well as other community artists. This is Canyon Crest Academy’s sixth year and Mr. Kohn said it is wonderful to be associated with a wonderful staff and thanked the Board and School District for their support.

CONSENT AGENDA ITEMS (ITEMS 11 – 15)

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

11. SUPERINTENDENT

A. ACCEPTANCE OF GIFTS AND DONATIONS

Accept the Gifts and Donations, as presented.

B. APPROVAL OF FIELD TRIP REQUESTS

Approve all Field Trip Requests submitted, as presented.

12. HUMAN RESOURCES

A. APPROVAL OF 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.

B. APPROVAL/RATIFICATION OF AGREEMENT

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

- 1. Club One Fitness to provide corporate membership rates to District employees for membership at Club One Fitness, during the period December 11, 2009 through December 31, 2010, for an amount not to exceed \$1,000.00, to be expended from the General Fund 03-00 and be reimbursed by the San Diego County and Imperial County Risk Management Joint Powers Authority.

13. EDUCATIONAL SERVICES

A. APPROVAL/RATIFICATION OF AGREEMENTS

No Agreements Submitted

14. PUPIL SERVICES

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

No Contracts Submitted

B. APPROVAL/RATIFICATION OF AGREEMENTS

No Amendments Submitted

ITEM 6

C. APPROVAL/RATIFICATION OF PARENT SETTLEMENT AND RELEASE AGREEMENT

Approve/ratify the following Parent Settlement and Release Agreement, to be funded by the General Fund 06-00/Special Education, and authorize the Executive Director of Pupil Services to execute the agreement:

1. Student ID #509530, in the amount of \$21,700.00.

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. En Pointe Technologies for Microsoft Office master school subscription license agreement for all district computers, during the period December 31, 2009 through December 31, 2010, for an amount of \$115,055.58, to be expended from the General Fund 03-00.
2. Lawrence Family Jewish Community Centers of San Diego County for lease of facilities for Canyon Crest Academy Swim Team and Water Polo programs, during the period January 1, 2010 through December 31, 2010, at the rate of \$73.00/hour, to be paid for by the Canyon Crest Academy Foundation.
3. Boys and Girls Club of San Dieguito for lease of facilities for the La Costa Canyon High School Girls Water Polo Team, during the period November 20, 2009 through February 20, 2010, for an amount not to exceed \$7,500.00, to be paid for by the La Costa Canyon High School Foundation.
4. State of California's 22nd District Agricultural Association for lease of facilities for the Torrey Pines High School AP testing, during the period May 3, 2010 through May 14, 2010, for an amount not to exceed \$5,800.00, to be expended from the General Fund 03-00.
5. Dave Yant, Signs & Designs to design and paint assorted graphic designs and signs at locations throughout the District, during the period November 6, 2009 through June 30, 2010, for an amount not to exceed \$15,000.00, to be expended from the fund to which the project is charged.
6. JPBLA, Inc. to provide landscape architectural services and landscape construction documents for miscellaneous maintenance projects as assigned, during the period December 11, 2009 through June 30, 2010, for an amount not to exceed \$25,000.00, to be expended from the fund to which the project is charged.
7. Atlas Pumping Service to perform grease trap, septic tank, portable toilet, and pumping services at various sites throughout the District, during the period December 11, 2009 and continuing until terminated by thirty day written notice from either party, at the rate of \$75 for grease trap cleaning and various other rates according to specific job requirements with prior approval from the District, to be expended from the General Fund 03-00.
8. Dudek to provide environmental planning (California Environmental Quality Act - CEQA) services for the solar panel projects at La Costa Canyon High School and Canyon Crest Academy, during the period December 11, 2009 through June 30, 2010, for an estimated amount of \$26,980.00, to be expended from the Capital Facilities Fund 25-19 and reimbursed by future bond proceeds.

B. AUTHORIZATION TO ENTER INTO AGREEMENT/MISSION FEDERAL CREDIT UNION

Authorize entering into an agreement with Mission Federal Credit Union to establish a MasterCard purchasing card account in the name of the San Dieguito Union High School District, provide MasterCard purchasing cards, and transaction related information processing, during the period December 11, 2009 until terminated by either party with sixty (60) day written

ITEM 6

prior notice, to be expended from the fund to which the purchase will be charged, and authorize Christina M. Bennett, Eric R. Dill, or Stephen G. Ma to sign all pertinent documents.

C. AUTHORIZATION TO ENTER INTO AGREEMENT/CALSTRS

Authorize entering into an agreement with CalSTRS to establish the San Dieguito Union High School District Employer Paid 403(b) Plan for the Superintendent of Schools as per his contract with the District, and authorize the Associate Superintendent, Business Services or designee, or his or her successor, as Employer Paid 403(b) Plan Administrator, and further authorize him or her to implement and manage the Plan and to enter into other contracts or agreements which he or she deems necessary or properly to administer the Plan.

D. APPROVAL TO ENTER INTO AGREEMENT/TENNIS COURT RESURFACING AT EARL WARREN MIDDLE SCHOOL

Approve entering into a contract with Ferandell Tennis Courts, Inc. for tennis court resurfacing at Earl Warren Middle School, during the period of December 11, 2009 through December 31, 2009, in the amount of \$14,000.00, to be expended from Capital Facilities Fund 25-19 subject to reimbursement from the Greater San Diego City Tennis Council, and authorize Stephen G. Ma, Christina Bennett, or Eric Dill to sign all documents pertaining to the contract.

E. APPROVAL/RATIFICATION OF AMENDMENT TO AGREEMENT

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

1. EDCO Waste & Recycling Services for district wide recycling and waste disposal services, extending the contract period from January 1, 2010 through December 31, 2010, without any price increases, to be expended from the General Fund 03-00.

F. AWARD/RATIFICATION OF CONTRACTS

No Contracts Submitted

G. APPROVAL OF CHANGE ORDERS

No Change Orders Submitted

H. ACCEPTANCE OF CONSTRUCTION PROJECTS

No Construction Projects Submitted

I. APPROVAL OF BUSINESS REPORTS

Approve the following business reports:

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

DISCUSSION / ACTION ITEMS (ITEMS 16 – 20)

16. APPROVAL OF THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT STRATEGIC PLAN, 2009-10

It was moved by Ms. Joyce Dalessandro, seconded by Ms. Beth Hergesheimer, to approve the San Dieguito Union High School District Strategic Plan, 2009-10, as presented. **Motion unanimously carried.**

17. SINGLE PLAN FOR STUDENT ACHIEVEMENT

It was moved by Ms. Linda Friedman, seconded by Ms. Joyce Dalessandro, to approve the Single Plan for Student Achievement (SPSA), as presented. **Motion unanimously carried.**

ITEM 6

18. CALIFORNIA SCHOOL BOARDS ASSOCIATION (CSBA) DELEGATE ASSEMBLY NOMINATIONS, 2010

It was moved by Ms. Joyce Dalessandro, seconded by Ms. Deanna Rich, to nominate Ms. Barbara Groth and Ms. Comischell Rodriguez as candidates for Delegate Assembly, 2010. **Motion unanimously carried.**

19. APPROVAL OF RECEIPT OF TIER III CATEGORICAL FUNDING

- A. PUBLIC HEARING -Hearing was opened for public comment; none presented; hearing closed.
- B. It was moved by Ms. Joyce Dalessandro, seconded by Ms. Beth Hergesheimer, to approve receipt of Tier III Categorical Funds, in the amount of \$3,092,673 and, subject to approval of the San Diego County Office of Education, that ROP funding in the amount of \$1,238,604 be received as flexible Tier III funding. **Motion unanimously carried.**

20. ADOPTION OF 2009-10 DISTRICT GENERAL FUND / FIRST INTERIM BUDGET

It was moved by Ms. Linda Friedman, seconded by Ms. Deanna Rich, to adopt the 2009-10 District General Fund, First Interim Budget and Certification, as presented. **Motion unanimously carried.**

INFORMATION ITEMS..... (ITEMS 21 – 30)

21. 2008/09 REPORT OF STATUTORY SCHOOL FEES AND FINDINGS – PUBLIC NOTICE

This item was presented for the first reading and will be resubmitted to the Board for approval on January 14, 2010.

22. PROPOSED BOARD POLICY REVISION, #6200.1, "ALTERNATIVE CREDITS TOWARD GRADUATION"

This item was presented for the first reading and will be resubmitted to the Board for approval on January 14, 2010.

Public Comments: Jazmin Styles PE teacher in the district addressed concerns about Item 22 and presented the Board with letters and signatures from other staff members.

23. BUSINESS SERVICES UPDATE STEVE MA, ASSOCIATE SUPERINTENDENT

Mr. Ma distributed copies of a letter agreement for reimbursement to the district of \$14,000 for resurfacing costs of the tennis courts at Earl Warren Middle School.

24. HUMAN RESOURCES UPDATE TERRY KING, ASSOCIATE SUPERINTENDENT

Ms. King announced the retirement of Jill Contway, Administrative Assistant at Torrey Pines High School, and commended Ms. Contway for her 30 years of service. Ms. King also addressed the Club One Fitness reduced membership option for all district employees.

25. EDUCATIONAL SERVICES UPDATE RICK SCHMITT, ASSOCIATE SUPERINTENDENT

Mr. Schmitt addressed a course submission for an environmental science course; He also addressed Safety Reminders for parents and students

26. PUBLIC COMMENTS – (No other comments presented)

27. FUTURE AGENDA ITEMS – (None discussed)

28. ADJOURNMENT TO CLOSED SESSION – (Nothing further to discuss)

29. REPORT OUT OF CLOSED SESSION – (Nothing further to report)

30. ADJOURNMENT OF MEETING – Meeting adjourned 7:54 PM.

Joyce Dalessandro, Board Clerk

____ / ____ / 2010
Date

Ken Noah, Superintendent

____ / ____ / 2010
Date

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: May 5, 2010

BOARD MEETING DATE: May 20, 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
MAY 20, 2010**

ITEM 11A

Donation	Purpose	Donor	Department	School Site
Hoist Leg Press/Hack Squat Machine	For use by students/staff/athletes	David Dayan	Physical Education	SDA
\$5,453.36	To purchase supplies for Science & P.E. classes	Canyon Crest Academy Foundation , Inc.	Science & P.E.	CCA
\$197.01	\$47.62/TP, \$14.96/CV, \$59.54/SS, \$74.89.DO	United Way of San Diego County	N/A	Multiple
\$175.00	Dance Program	City of Carlsbad	Dance	LCC
\$18,307.55	Various school needs, PTSA has the break down	CVMS PTSA	School needs	CV
\$34.36	Misc.	Johnson & Johnson	Misc. accounts	CCA
\$1,000.00	To purchase clay and glazes	San Dieguito Academy Foundation	Art	SDA

\$25,167.28	Monetary Donations
\$0.00	Value of Donated Items
\$25,167.28	TOTAL VALUE

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: May 5, 2010

BOARD MEETING DATE: May 20, 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
MAY 20, 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
May 28-30, 2010	Torrey Pines	Zakowski	Robert	Computer Programming	3	1	Amer. Comp. Sci. League National Programming Finals	Robesonia	PA	1 day	ASB funded
August 9-11, 2010	San Dieguito Academy	Keillor	Rod	ASB Leadership Retreat	35	7	Develop Leadership Skills, Planning for School Year	Cathedral City	CA	0 days	ASB funded

* 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: May 10, 2010

BOARD MEETING DATE: May 20, 2010

PREPARED BY: Becky Banning, Executive Assistant to
the Superintendent

SUBMITTED BY: Ken Noah,
Superintendent

SUBJECT: APPROVAL OF CALIFORNIA
INTERSCHOLASTIC FEDERATION (CIF),
SAN DIEGO SECTION / CONTINUING
MEMBERSHIP AGREEMENT, 2010-11

EXECUTIVE SUMMARY

The attached agreement is for annual renewal purposes of the District's application for voluntary membership in the California Interscholastic Federation – San Diego Section. CIF requires that participating districts submit renewals annually in order for schools to participate in athletic competitions.

RECOMMENDATION:

The administration recommends that the Board approve the contract as shown.

FUNDING SOURCE:

N/A

2010-11

ITEM 11C

CALIFORNIA INTERSCHOLASTIC FEDERATION – SAN DIEGO SECTION

**REQUEST FOR CONTINUING MEMBERSHIP AND AGREEMENT
TO CONDITIONS OF MEMBERSHIP**

DUE ON OR BEFORE AUGUST 1 EACH SCHOOL YEAR

The superintendent and board of trustees of the school district/private school identified below renew its application for voluntary membership in the California Interscholastic Federation – San Diego Section (CIFSDS) and affirm and agree as follows:

1. That membership in the CIFSDS is voluntary and conditioned upon actual compliance with the conditions of membership as set forth at Article 2 Section 22 of the State CIF Constitution and Bylaws and the CIFSDS application for membership;
2. That the superintendent, board of trustees and each school in the district accept and adopt the “Sixteen Principles of Pursuing Victory with Honor” as operating principles;
3. That membership in the CIFSDS is a privilege, not a right;
4. That student participation in interscholastic athletics is a privilege, not a right;
5. That participation by member schools in the CIFSDS playoffs is a privilege, not a right;
6. That the CIFSDS will adopt bylaws, policies and procedures in accordance with its governance and will enforce those bylaws, policies and procedures consistently and in accordance with the operating principles;
7. That the superintendent, board of trustees, each school in the district **and its employees, to include but not limited to, its coaches, volunteers, team attendants or the like, and booster organizations** for each school will abide by the decisions of the CIFSDS and seek redress of any grievance only through the adopted procedures of the CIFSDS;
8. That the superintendent, board of trustees, school administration, and coaches **(including booster organizations and team attendants and volunteers)** of each school in the district will not take an adverse position to the CIFSDS at any time; or encourage, expressly or impliedly, that a party take any adverse action against the CIFSDS; or benefit from any adverse decision imposed on the CIFSDS that contravenes a bylaw, or the spirit of a bylaw, adopted by the membership;
9. That a failure by the district, site administration or coaching staff to abide by the current rules, regulations or decisions of the CIF or CIFSDS may cause the school district or one of its schools to be subject to discipline up to and including exclusion from membership in the CIFSDS.

AGREED AND ACCEPTED:
San Dieguito Union High School District

Joyce Dalessandro, Board Clerk

Date

Ken Noah, Superintendent

Date

- Return to: CIFSDS: 6401 Linda Vista Road, Room 504; San Diego, CA 92111; Attn: Compliance

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: May 11, 2010

BOARD MEETING DATE: May 20, 2010

PREPARED AND SUBMITTED BY: Ken Noah, Superintendent

SUBJECT: AUTHORIZATION OF SCHOOLS' ATHLETIC LEAGUE REPRESENTATIVES, 2010-11

.....

EXECUTIVE SUMMARY

The bylaws of the State of California Interscholastic Federation require that the Governing Board of the District each year identify the individuals who will serve as the schools' representative to the athletic league that presides over the schools' interscholastic athletic program.

RECOMMENDATION:

It is recommended that the following administrators be designated as the school representatives and alternates to the league for the 2010-11 school year:

<u>School</u>	<u>League Representative</u>	<u>Alternate</u>
CCA	Brian Kohn	Assistant Principal or Designee
LCC	Kyle Ruggles	Assistant Principal or Designee
SDA	Mike Grove	Assistant Principal or Designee
TPHS	Brett Killeen	Assistant Principal or Designee

FUNDING SOURCE:

Not applicable

KN/bb



California Interscholastic Federation

Marie M. Ishida, Executive Director
STATE OFFICE
4658 Duckhorn Road, Sacramento, CA 95834
Tel: (916) 239-4477- FAX: (916) 239-4478
e-mail: ishidasan@cifstate.org

www.cifstate.org

TO: SUPERINTENDENT OF PUBLIC SCHOOLS
PRINCIPAL OF PRIVATE SCHOOLS

FROM: MARIE M. ISHIDA

RE: ENCLOSED FORM TO RECORD DISTRICT AND/OR SCHOOL
REPRESENTATIVES TO LEAGUES

DATE: APRIL 14, 2010

Enclosed is a form upon which to record your district and/or school representatives to leagues for **next year 2010-2011**. It is a form sent every year to you in order to obtain the names of league representatives to every league in the state and to make sure that the league representatives are designated by school district or school governing boards. **It is a legal requirement that league representatives be so designated.**

The education code gives the authority for high school athletics to high school governing boards. The code also requires that the boards, after joining CIF, designate their representatives to CIF leagues. This is a necessity! (Ed. Code 33353 (a) (1))

We are asking that, after action by the governing board, you **send the names of league representatives to your CIF Section office**. Obviously, the presumption behind this code section is that the representatives of boards are the only people who will be voting on issues, at the league and section level, that impact athletics.

If a governing board does not take appropriate action to designate representatives or this information is not given to Section offices within the required time frame, CIF is required to suspend voting privileges (CIF Constitution, Article 2, Section 25, p.16) for the affected schools.

At the State Federated Council level we will be asking that Sections verify that their representatives are designated in compliance with this Ed. Code section.

I hope this gives you a bit of background. Thank you for all you do to help support high school athletics. It is a valuable program in all high schools and we appreciate the support you give to the program and to CIF.

Please return the enclosed form no later than July 1, 2010 directly to your CIF Section Office, their address is listed on the back of the form. Please contact us if we can give you further information.

:am



California Interscholastic Federation

Marie M. Ishida, Executive Director
STATE OFFICE
 4658 Duckhorn Road, Sacramento, CA 95834
 Tel: (916) 239-4477- FAX: (916) 239-4478
 e-mail: ishidasan@cifstate.org

www.cifstate.org

2010-2011 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESS ON REVERSE SIDE)** no later than July 1, 2010.

San Dieguito Union High School District/Governing Board at its _____ May _____, 2010 _____ meeting,
 (Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2010-2011 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Canyon Crest Academy
 NAME OF REPRESENTATIVE Brian Kohn, Principal; Alt: Asst Principal or Designee
 ADDRESS 5951 Village Center Loop Rd
 San Diego, CA 92130
 PHONE (858)350-0253 / (858) 350-0280, FAX
 F.A. Brian.kohn@sdushd.net ZIP

NAME OF SCHOOL La Costa Canyon High School
 NAME OF REPRESENTATIVE Kyle Ruggles, Principal; Alt: Asst Principal or Designee
 ADDRESS 1 Maverick Way
 Carlsbad, CA 92009
 PHONE (760) 436-6136 / (760) 943-3539, FAX
 F.A. Kyle.ruggles@sdushd.net ZIP

NAME OF SCHOOL San Dieguito Academy
 NAME OF REPRESENTATIVE Mike Grove, Principal; Alt: Asst Principal or Designee
 ADDRESS 800 Santa Fe Drive
 Encinitas, CA 92024
 PHONE (760) 753-1121 / (760) 753-8142
 F.A. Mike.grove@sduhsd.net ZIP

NAME OF SCHOOL Torrey Pines High School
 NAME OF REPRESENTATIVE Brett Killeen, Principal; Alt: Asst Principal or Designee
 ADDRESS 3710 Del Mar Heights Road
 San Diego, CA 92130
 PHONE (858) 755-0125 / (858) 481-0098, FAX
 F.A. ZIP

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Ken Noah
 Address Superintendent
 San Dieguito Union High School District
 Phone 710 Encinitas Blvd
 Encinitas, CA 92024
 F.A. Ken.noah@sduhsd.net Zip
 P (760) 753-6491 ext 5548 F (760) 943-3501

PLEASE MAIL OR FAX THIS REVERSE SIDE FOR CIF SECTION OFFICES ⇒⇒⇒⇒ **CTION, SEE**

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: May 11, 2010

BOARD MEETING DATE: May 20, 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
Leave of Absence
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. **Ashley Bascom**, 100% Temporary Counselor at Canyon Crest Academy for the 2010-11 school year, effective 8/11/10 through 6/17/11.
2. **Jacqueline Bergeron**, 100% Temporary Teacher (Art) at Canyon Crest Academy for the 2010-11 school year, effective 8/24/10 through 6/17/11.
3. **Kristen Pina**, 100% Temporary Counselor at Torrey Pines for the 2010-11 school year, effective 8/11/10 through 6/17/11.
4. **Travis Wall**, Probationary Middle School Assistant Principal at Earl Warren Middle School beginning in the 2010-11 school year, effective 7/01/10.

Change in Assignment

1. **Adam Camacho**, promotion from Counselor at Earl Warren to Middle School Assistant Principal at Carmel Valley, beginning in the 2010-11 school year, effective 7/01/10.

Leave of Absence

1. **Tabitha Barry**, Teacher at Diegueno, 20% Unpaid Leave of Absence (80% assignment) for the 2010-11 school year, effective 8/24/10 through 6/17/11.
2. **Anne Briscoe**, Teacher at Oak Crest, 60% Unpaid Leave of Absence (40% assignment) for the 2010-11 school year, effective 8/24/10 through 6/17/11.
3. **Abigail Brown-McLellan**, Teacher at Torrey Pines, 20% Unpaid Leave of Absence (80% assignment) for the 2010-11 school year, effective 8/24/10 through 6/17/11.
4. **Lynn Chapman**, Teacher at Oak Crest, 20% Unpaid Leave of Absence (80% assignment) for the 2010-11 school year, effective 8/24/10 through 6/17/11.
5. **Kari DiGiulio**, Teacher at Torrey Pines, 40% Unpaid Leave of Absence (60% assignment) for the 2010-11 school year, effective 8/24/10 through 6/17/11.
6. **Rachel Edwards**, Teacher at Canyon Crest Academy, 100% Unpaid Leave of Absence for the 2010-11 and 2011-12 school years, effective 8/24/10 through 6/15/12.
7. **Bryn Faris**, Teacher at Canyon Crest Academy, 100% Unpaid Leave of Absence for the 2010-11 school year, effective 8/24/10 through 6/17/11.
8. **Tiffany Gilson**, Teacher at Torrey Pines, 40% Unpaid Leave of Absence (60% assignment) for the 2010-11 school year, effective 8/24/10 through 6/17/11.
9. **Maya Goss**, Teacher at Oak Crest, 20% Unpaid Leave of Absence (80% assignment) for the 2010-11 school year, effective 8/24/10 through 6/17/11.
10. **Jacquelyn Karney**, Teacher at Diegueno, 20% Unpaid Leave of Absence (80% assignment) for the 2010-11 school year, effective 8/24/10 through 6/17/11.
11. **Carrie Land**, Teacher at San Dieguito Academy, 67% Unpaid Leave of Absence (33% assignment) for the 2010-11 school year, effective 8/24/10 through 6/17/11.
12. **Maura Leonard**, Teacher at Diegueno, 60% Unpaid Leave of Absence (40% assignment) for the 2010-11 school year, effective 8/24/10 through 6/17/11.

ITEM 12A

13. **Emily Longiaru**, Teacher at La Costa Canyon, 20% Unpaid Leave of Absence (80% assignment) for the 2010-11 school year, effective 8/24/10 through 6/17/11.
14. **Anne Meigs**, Teacher/Athletic Director at Torrey Pines, 40% Unpaid Leave of Absence (60% assignment) for the 2010-11 school year, effective 8/24/10 through 6/17/11.
15. **Lauren Monahan**, Teacher at La Costa Canyon, 40% Unpaid Leave of Absence (60% assignment) for the 2010-11 school year, effective 8/24/10 through 6/17/11.
16. **Alison Oden**, Teacher at Diegueno, 20% Unpaid Leave of Absence (80% assignment) for the 2010-11 school year, effective 8/24/10 through 6/17/11.
17. **Enid Robert**, Teacher at Oak Crest, 20% Unpaid Leave of Absence (80% assignment) for the 2010-11 school year, effective 8/24/10 through 6/17/11.
18. **Eileen Sullivan**, Teacher at Torrey Pines, 40% Unpaid Leave of Absence (60% assignment) for the 2010-11 school year, effective 8/24/10 through 6/17/11.
19. **Julianna Yaeger**, Teacher at Carmel Valley, 100% Unpaid Leave of Absence for the 2010-11 school year, effective 8/24/10 through 6/17/11.

Resignation

1. **Marilee Gigler**, Teacher at Carmel Valley, resignation for retirement purposes, effective 6/18/10.

dr
5/20/10
certbdagenda

PERSONNEL LIST

CLASSIFIED PERSONNEL

Employment

1. **Muckle, Alex**, Instructional Assistant SpEd SH, effective 5/14/10 – 6/18/10, additional limited term hours
2. **Villasenor, Andrea**, Student Worker - Nutrition Services, effective 2/1/10 – 6/18/10
3. **Ringo, Breanna**, Student Worker – Nutrition Services, effective 2/1/10 – 6/18/10

Change in Assignment

1. **Magana, Carlos**, from Custodian Floater to Grounds Maintenance Worker I, effective 5/3/10 – 5/14/10

Resignation

1. **Hernandez, Mary**, Executive Assistant resigning for the purpose of retirement effective 7/1/10
2. **Pierce, Rebecca**, Theater Technician, effective 6/21/10

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: May 12, 2010

BOARD MEETING DATE: May 20, 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: 05-20-10

<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 – 6/30/12	Alliant International University	For student teachers and intern school psychologists	N/A	N/A

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: May 4, 2010

BOARD MEETING DATE: May 20, 2010

PREPARED BY: Bruce Cochrane, Executive Director
Pupil Services

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: APPROVAL OF SETTLEMENT AGREEMENT

EXECUTIVE SUMMARY

The attached parent Settlement Agreement Report summarizes one executed Settlement Agreement regarding special education services for a special education student for the 2009-2010 school year.

RECOMMENDATION

Approve/ratify Settlement Agreement(s) as shown on the attached report.

FUNDING SOURCE

General Fund 06-00/Special Education Budget – Estimated \$19,500.00

KN/ddb
Attachment

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

PARENT SETTLEMENT AGREEMENTS 2009-2010

Date: May 20, 2010

Student ID No.	Description of Settlement	Date Executed	Amount
672195	Settlement Agreement and General Release	5-4-10	\$19,500.00
		TOTAL	\$19,500.00

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: May 12, 2010

BOARD MEETING DATE: May 20, 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 four contracts totaling \$27,276.00, or as noted on the attachment.

RECOMMENDATION:

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

FUNDING SOURCE:

As noted on attached list

ITEM 15A

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

BUSINESS - PROFESSIONAL SERVICES REPORT

Date: 05-20-10

<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>
05/21/10 – 03/31/11	“G” Force	Provide DSA Specialty Inspection Services and Materials Conformance Testing for the Parking Structure Solar Panel Installation at La Costa Canyon High School and Canyon Crest Academy project	Capital Facilities Fund 25-19 and reimbursed by future bond proceeds	At the rates listed in their submitted fee schedule for an estimated amount of \$17,650.00
05/21/10 – 03/31/11	Consulting & Inspection Services, LLC	Provide DSA Resident Inspection Services for the Parking Structure Solar Panel Installation at La Costa Canyon High School and Canyon Crest Academy project	Capital Facilities Fund 25-19 and reimbursed by future bond proceeds	\$88.00 per hour for an estimated total amount of \$8,976.00
06/04/10 – 06/04/15	Carlsbad Unified School District	For field/activity trips, vehicle maintenance, driver training, and fuel supply from the SDUHSD Transportation Department	N/A	Billed quarterly and reimbursed by Carlsbad Unified School District
06/18/10	Elite Show Services, Inc.	Provide security services for the Canyon Crest Academy graduation ceremony	General Fund 03-00	\$650.00

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: May 11, 2010

BOARD MEETING DATE: May 20, 2010

PREPARED BY: Eric R. Dill, Exec. Dir. of Business Services
Christina M. Bennett, Director of Purchasing
Stephen G. Ma, Assoc. Supt of Business Serv.

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: Authorization to Enter into Agreement /
American Express

EXECUTIVE SUMMARY

Staff has been in discussions with American Express to establish a new corporate credit account for use in the accounting office. The American Express program allows school districts to pay high value or high volume vendors using an American Express account rather than issuing commercial warrants. The program offers several advantages:

- The district earns a 1% return on all purchases paid with the card in the form of reward points
- The district may use the grace period on the account to float payment of invoices an extra 30 to 45 days
- Reduces processing of commercial warrants
- Corporate account number can only be used by Accounts Payable to pay invoices electronically—it cannot be used like a regular credit card

The reward points issued by American Express are redeemable as gift cards, to offset travel expenses, or as donations to private non-profit organizations. Another program offered by American Express allows cash disbursements of reward points to districts, however the return is lower and invoices must be paid more promptly. Gift cards present a variety of challenges in that they are essentially cash existing outside of our financial system, they do not offer an easy method to track the balance, and create an opportunity for misuse. A legal opinion sought by the district determined that the reward points could be assigned to private non-profit organizations if there is a legitimate public

ITEM 15B

purpose in doing so. For instance, the district contracts with the San Dieguito Sports Medicine Foundation, a 501(c)(3) corporation, for provision of athletic trainers at the high schools. Upon receipt of an invoice from SDSMF, the district could instruct American Express to pay the value of the reward points to SDSMF, thereby offsetting the cost of an actual district expense. The legal opinion also stated that the district could award the reward point value to the official high school foundations or parent groups, recognizing that their charitable fundraising is for the sole benefit of the district and its students. The district's preference is to use the reward points to pay actual district expenses invoiced from eligible non-profit organizations where possible as this offers the best internal control to document how the 1% return on purchases is redeemed.

Staff is working with American Express to identify which of the district's vendors will accept American Express as payment. To date, we have identified Dell Computer, Xerox, Corporate Express/Staples Advantage, AT&T, Verizon, several textbook publishers, and several other large volume vendors. There is also the possibility that our health insurance providers will accept American Express for payment.

Normal purchasing guidelines will be followed. The district will be under no obligation to use the card once issued; it will simply be another option available to the Accounting department to pay ongoing operating costs.

RECOMMENDATION:

It is recommended that the Board authorize entering into an agreement with American Express to establish an accounts payable corporate credit card account with established limits and purposes in the name of San Dieguito Union High School District, during the period of May 21, 2010 until terminated by either party with thirty (30) day written prior notice, with an annual \$75.00 fee to be expended from the General Fund 03-00, and authorize Christina M. Bennett, Eric R. Dill, or Stephen G. Ma to sign all pertinent documents.

FUNDING SOURCE:

General Fund 03-00

To be filled out by American Express Only
ITEM 15B
Date Received by American Express: _____

Rev. 8.2009

American Express Commercial Account Program Commercial Account Application

Complete, sign, and return this Application and the attached Commercial Account Agreement to your American Express Representative.

Requested Account(s): Corporate Card ABA BTA CRCB ACB CRBTA FCB CPC CMC

(Please complete the required sections below based on the account(s) selected)

Company Information

Legal Company Name: San Dieguito Union High School District

Address: 710 Encinitas Blvd

City: Encinitas **State:** Ca **Zip:** 92024

Contact Name: Christina Bennett

Company Primary Phone Number: (760) 753-6491

Industry: Education **D&B #:**

0	1	3	9	4	7	2	6	2
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American Express Relationships

Card Control #: NA **CPC Control #:** NA

Other Account # (specify type): NA **Service Establishment #:** NA

Corporate Card

Billing and Liability Options (Select One):

Individual Bill/Individual Payment (Cardmember receives statement and directly pays American Express)

Liability Requested (Select One): Expanded Selective Both

Individual Bill/Company Payment (Cardmember receives statement, Company pays American Express)

Liability Requested (Select One): Expanded Selective Both

Combined - Company Billing/Company Payment (Company receives statement and directly pays American Express)

Card Embossing (Limited to 20 Characters):

S	A	N		D	I	E	G	U	I	T	O		U	H	S	D			
---	---	---	--	---	---	---	---	---	---	---	---	--	---	---	---	---	--	--	--

Corporate Purchasing Card

Budgetary Limit Requested: \$ NA

General Agreement

The undersigned Company, through its authorized officer: (a) requests that the Account(s) selected above be opened in the Company's name, and (b) agrees to be bound by the terms and conditions of the Commercial Account Agreement applicable to the Account(s) selected by signing the attached Commercial Account Agreement, subject to approval of this Application by American Express. This Application and the attached Commercial Account Agreement must be signed by a corporate officer, partner, or other representative of the Company who has purchase authority and is authorized to open accounts in the name of the Company. Title must be indicated.

Signature of Authorizing Officer: _____

Name of Authorizing Officer (please print): _____

Title: _____



CORPORATE SERVICES COMMERCIAL ACCOUNT AGREEMENT

This Agreement is between **AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.** (“we,” “us,” “our”, and “Amex”) and the business entity that signs the signature page of this Agreement (“you”, “your”, and “Company”) and governs your use of the Amex accounts described in this Agreement and that you have specifically requested (“Amex Account(s)” or “Account(s)”) on the American Express Commercial Account Application (“Application”), which constitutes part of this Agreement. By signing this Agreement, Company agrees to be bound by the general provisions of this Agreement (“General Provisions”) and the specific terms applicable to the Amex Account(s) (“Account Provisions”). The General Provisions shall apply to all Amex Account(s), provided that, if any General Provision is inconsistent with an Account Provision, such Account Provision shall govern the parties’ agreement with respect to Company’s use of that Amex Account. Company warrants and agrees that Company policy shall limit the use of the Amex Account(s) to business purposes and that Company shall comply with such policy.

GENERAL PROVISIONS**1. ACCOUNT ESTABLISHMENT**

Upon prior financial and risk management approval, Amex agrees to establish in your name the Amex Account(s) and will issue the following, if applicable: Corporate Cards, Corporate Purchasing Cards, Corporate Meeting Cards, and Centrally Billed Account numbers (collectively, “Commercial Cards”), to certain of your employees who are designated by you and who are authorized to incur expenses on your behalf (“Commercial Cardmembers” or “Cardmembers”) in accordance with this Agreement.

2. CHARGES

All amounts charged to any Amex Account pursuant to this Agreement including, without limitation, purchases, cash advances, fees, Amex® Corporate Travelers Cheque encashments, and delinquency assessments are called “Charges.”

3. LIABILITY

You are liable for payment to us for all Charges incurred from the date a Commercial Cardmember’s authority to incur expenses on your behalf is terminated through the date we receive notification from you of such termination. You will notify us if a Commercial Cardmember’s authority to incur Charges on your behalf terminates (due to termination of employment or any other reason). You will use commercially reasonable efforts to collect and dispose of plastic Commercial Cards issued to Commercial Cardmembers whose authority to incur expenses on your

behalf is terminated or whose Commercial Card has been canceled. You agree to notify us upon request of a Commercial Cardmember’s last known address and telephone number. Company is not liable for: (i) fraudulent use of an Amex Account or Commercial Card by a third party, or (ii) Unauthorized Use of an Amex Account or Commercial Card, unless expressly provided for herein. For purposes of this Agreement, an “Unauthorized Use” is a use that did not benefit either the Company or the Commercial Cardmember and that was incurred by someone who is not the Commercial Cardmember or who did not have actual, implied, or apparent authority to use the Commercial Card or the Amex Account.

4. ACCOUNT PERFORMANCE / PROGRAM ADMINISTRATOR

You agree to designate Program Administrator(s) to actively manage the Amex Account(s) on your behalf. You agree and acknowledge that such Program Administrator(s) are authorized by you to act on your behalf with respect to the Amex Account(s), and that we may rely on all directions and information we receive from Program Administrator(s) regarding the Amex Account(s), including issuance of Commercial Cards. Company represents and warrants that it has obtained all consents and approvals, and made all disclosures required by applicable law in order to allow the Program Administrator(s) to: (i) manage, and take any action with respect to, the Amex Accounts, and (ii) access personally identifiable information of the employees of Company and/or any other entity participating under the Program while managing the Amex Accounts under the Program. To the extent applicable, Company further represents and warrants that it has obtained all consents and approvals required by applicable law related to the processing of personally identifiable information and the transfer of the same by Program Administrator(s) on a cross-border basis.

The Program Administrator(s) responsibilities shall include:

- using American Express @ Work® to conduct maintenance transactions and access reports;
- promoting awareness and use of Manage Your Card Account;
- cooperating with us towards a goal of eighty-five percent (85%) of Amex Accounts and Dollar balances to be in a current status and no more than one percent (1%) of Amex Accounts and Dollar balances to be past due;
- communicating a Company policy that restricts the use of the Amex Account(s) to business purposes to all Commercial Cardmembers; and



- providing to us, upon request, a statement as to whether a Commercial Cardmember has been reimbursed for Charges.

Amex recommends that Company regularly audit its expense management program to insure compliance with Company policies. Company may request copies of any remittance advice provided by its Program Administrator or other designated account representatives. It is recommended that Company maintains hierarchical approval of all Charges. Amex maintains no responsibility or liability for any fraud or malfeasance engaged in by Company employees and representatives.

5. TERM

This Agreement shall continue in full force and effect until terminated by either party pursuant to the provisions herein.

6. TERMINATION

Either party may terminate this Agreement or any of the following Amex Accounts: the Corporate Card Account, Corporate Purchasing Card Account, Corporate Meeting Card Account, at any time by providing thirty (30) days' prior written notice to the other party. Either party may terminate a Centrally Billed Account at any time upon written notice to the other party. This Agreement will continue to apply to Charges and any other obligations incurred prior to its termination or termination of any Amex Account(s). Termination of an Amex Account shall not of itself result in the termination of this Agreement.

Either party may terminate this Agreement effective immediately on the occurrence of any of the following: (1) the liquidation or dissolution of the other party, (2) the insolvency of the other party or the filing of bankruptcy proceedings or similar proceeding with respect to the business of the other party, or (3) any material adverse change in the financial condition of the other party.

7. ENTIRE AGREEMENT

This Agreement is the entire agreement between the parties, and supersedes any previous oral or written agreement relating to the subject matter hereof. Changes to prior versions of this Agreement between the parties are hereby ratified and confirmed.

8. CHANGES TO THE ACCOUNTS; CHANGING THIS AGREEMENT

Amex reserves the right to implement changes to the benefits, features or the method of operation of any Account selected by you on the Application. This Agreement may not be changed, except that Amex has the right to change this Agreement at any time through notice to you. You agree that any changes by Amex become effective if you keep or use the Accounts after the effective date specified in the

notice. You may choose not to accept the changes by terminating this Agreement with notice to Amex.

9. NOTICES

All notices required or permitted under this Agreement will be in writing to the other party. In the case of notices to us, to the address specified below, and in the case of notices to you, to the Program Administrator(s), or other address as the parties give notice of hereunder, and will be deemed given (a) if delivered personally (including by overnight express or messenger), upon delivery, (b) if delivered by first class, registered or certified mail (return receipt requested), upon the earlier of actual delivery or three days after being mailed, or (c) if given by telecopy, upon confirmation of receipt by telephone of automatic transmission report.

American Express Company, Corporate Services Operations
AESC-P
20022 North 31st Ave, Mail Code AZ-08-03-11
Phoenix , AZ 85027

10. ASSIGNMENT

Company may not assign this Agreement, in whole or in part, without the prior written consent of Amex. Amex reserves all of its rights to assign this Agreement.

11. CONFIDENTIALITY

Each party agrees to preserve the confidentiality of all the terms of this Agreement, including all financial provisions, and any information it has received from the other party in the performance of this Agreement which is not publicly available ("Confidential Information"). Confidential Information will not include, however, any information which: (i) becomes a matter of public knowledge through no fault of the receiving party; (ii) is rightfully received by the receiving party from a third party without restriction on disclosure; or (iii) is independently developed by the receiving party without the use of the disclosing party's Confidential Information. In addition, either party may disclose anything such party is required to disclose under applicable law, provided, however, that, unless prohibited by law and if practicable, the receiving party shall (a) give prompt written notice of any such request or requirement to the disclosing party, and of the Confidential Information it believes it is required to disclose; and (b) cooperate, to the extent practicable, with the disclosing party, at the disclosing party's expense, with any reasonable efforts of the disclosing party to avoid or minimize such disclosure and/or to obtain confidential treatment thereof or other protective order.

The receiving party will not disclose to any person, firm, or enterprise for its sole benefit, or use for its sole benefit, Confidential Information of the disclosing party; provided that (a) either party may disclose the terms and conditions of this Agreement to its employees, officers, agents,

representatives, including, without limitation, its legal and financial consultants, and affiliates who need to know such information, provided that such persons, firms or enterprises comply with the confidentiality provisions of this Agreement, and (b) Amex may disclose or use your Confidential Information in connection with this Agreement and/or the Commercial Account Program, including, without limitation, disclosing Confidential Information to third party service providers who are bound to keep such information confidential.

If you choose to use a third party data consolidator (“Consolidator”), upon your written request and upon execution of a separate Data Protection Letter of Agreement (a copy of which may be provided to you upon request), we agree to forward your Amex Account information to Consolidator for the purpose of processing and consolidating such information.

You agree that we may use your name in promotional materials and discussions regarding your Amex Account(s).

This Section 11 shall survive the termination of this Agreement.

12. INDEMNIFICATION / LIMITATION OF LIABILITY

Each party agrees to indemnify and hold harmless the other party from any third party claims, liabilities, losses or damages (including, without limitation, reasonable attorneys’ fees) asserted against the other party and based upon or arising out of the indemnifying party’s failure to perform, or its negligent or wrongful performance of, any of its obligations or duties under this Agreement. Notwithstanding anything in this Agreement to the contrary, neither party shall be liable to the other party or any third party for any special, incidental, indirect, consequential, punitive, or exemplary damages of any kind arising from this Agreement or relating to the obligations hereunder.

The parties agree that the total damages that can be awarded in any claim, lawsuit, arbitration or litigation arising out of any and all causes of action which may be alleged by you relating to our obligations hereunder shall not exceed the combined total amount of fees paid by you to us pursuant to the terms of this Agreement in the twelve (12) month period immediately preceding the event giving rise to such liability regardless of the basis of the claim or cause of action. You acknowledge and agree that we are not liable in any manner for any problems with goods or services.

13. CHARGES MADE IN FOREIGN CURRENCY

If you incur a Charge in a foreign currency, it will be converted into U.S. dollars on the date it is processed by us or our agents. Unless a particular rate is required by applicable law, you authorize us to choose a conversion rate

that is acceptable to us for that date. Currently, the conversion rate we use for a Charge in a foreign currency is no greater than (a) the highest official conversion rate published by a government agency, or (b) the highest interbank conversion rate identified by us from customary banking sources, on the conversion date or the prior business day, **in each instance increased by 2.5%**. This conversion rate may differ from rates in effect on the date of your Charge. Charges converted by establishments (such as airlines) will be billed at the rates such establishments use.

14. PAYMENT

You agree not to deduct or withhold, without our prior approval, any amount shown as due on any billing statement. Acceptance of late payments, partial payments or any payment marked as being payment in full or as being a settlement of a dispute will not affect any of our rights to payment in full.

You agree that the payment terms set forth herein supersede any agreement with regard to payment terms established between you and the seller of goods or services or any payment terms that might be imputed to you and the seller under applicable law for goods or services purchased using Commercial Cards.

All payments must be sent to the payment address shown on your billing statement, and if paid by mail, must include the remittance coupon from your billing statement. You must pay us in U.S. currency, with a single draft or check drawn on a U.S. bank and payable in U.S. dollars, or with a single negotiable instrument payable in U.S. dollars and clearable through the U.S. banking system, or through an electronic payment method clearable through the U.S. banking system. Your Amex Account number must be included on or with all payments.

Payments conforming to the above requirements that we receive no later than the hour specified on your billing statement will be credited to your Amex Account as of the day received; payments conforming to the above requirements that we receive after the hour specified on your billing statement will be credited to your Amex Account as of the following business day.

If payment does not conform to the requirements stated above, crediting may be delayed. If this happens, additional Charges may be imposed.

15. LATE FEES

If Charges remain unpaid, we may charge Company a late fee. The amount of the late fee depends on the Amex Account, the length of time the Charges have remained unpaid and the address to which your bill is sent. Late fees will not exceed the maximum allowed by law. Court costs plus reasonable attorneys’ fees may be added to any

delinquent balance referred to an attorney for collection. We may charge Company \$29 for each check or draft that Company submits to us that is not honored for its full amount. Late fee calculations for each type of Amex Account are set forth in the Late Fee sections applicable to the Amex Account(s) and

may include the following defined terms: (a) "Closing Date" means the date identified as the closing date on each billing statement, which is the cutoff date we determine for including Charges and payments for such billing statement; and (b) "Next Closing Date" with respect to any billing statement means the Closing Date of the billing statement that immediately follows such billing statement.

16. FEE FOR SUSPENDED AND CANCELLED ACCOUNTS

If your Amex Account becomes ninety (90) days past due and your charge privileges are suspended, we may charge a \$25 administrative suspense fee to you, subject to applicable law. If we cancel your Commercial Cardmembers' right to use their Commercial Cards due to non-payment, we may charge a \$25 reinstatement fee to you to process requests to reinstate each cancelled Commercial Card, subject to applicable law. We reserve the right, upon notice, to change these fees and/or charge additional fees in connection with suspension or cancellation of Commercial Cards issued under this Agreement.

17. SUBSIDIARIES AND AFFILIATES

Upon your written request, we will also establish Amex Account(s) in the name of, and issue Commercial Cards to certain employees of, your subsidiaries and/or affiliates which are approved by us and which agree to be bound by this Agreement. You agree that a report about your finances, and the finances of any of your subsidiaries or affiliates for which you request us to establish an Amex Account hereunder, may be requested from a credit reporting agency or other agency and reviewed by us in connection with this Agreement. You represent that you have the authority to execute this Agreement on behalf of each of your subsidiaries and affiliates designated by you to receive Commercial Cards hereunder. You further agree to cause each such subsidiary and/or affiliate to comply with this Agreement and you are liable to us for any breach of this Agreement by any such subsidiary and/or affiliate.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to the choice of law doctrine of such state. Subject to Section 22 herein, the sole venue for any litigation arising out of this Agreement shall be an appropriate federal or state court located in the State of New York, and the parties agree not to raise, and waive, any objections or defenses based

upon venue or forum non conveniens, except that either party may seek temporary injunctive relief in any venue of its choosing.

19. FORCE MAJEURE

Neither party, nor its third party suppliers and licensors will be liable for any failure or delay in performance resulting from circumstances beyond its control including, without limitation, acts of God or nature; power, communications, satellite or network failures; unauthorized access or theft; acts of war or terror; or labor disputes or strikes.

20. CREDIT CHECKS / COMMERCIAL CARD ISSUANCE / SUSPENSION / CANCELLATION

We reserve the right to (1) ascertain the creditworthiness of Company periodically by obtaining financial reports and/or requesting financial statements from Company, (2) request a guaranty of payment, pledge of collateral, or other similar security from Company based upon our review of Company's financial statements and/or Company's use of the Commercial Account Program, (3) ascertain the creditworthiness of Company's employees who have requested a Commercial Card (by application or by designation by Company or otherwise) by obtaining credit bureau and other reports, (4) conduct periodic creditworthiness checks on Commercial Cardmembers by obtaining credit bureau and other reports, (5) approve or decline the issuance, renewal, or replacement of a Commercial Card to any person at our sole discretion, and (6) cancel, suspend or limit spending on any Commercial Card, Amex Account or the Commercial Account Program at any time for any reason, including without limitation, payment delinquency, refusal by Company to provide requested financial statements, the Unauthorized Use of a Commercial Card or Amex Account, a material adverse change in Company's financial condition, or any determination by us that failure to cancel, suspend or limit spending on a Commercial Card, Amex Account, or the Commercial Account Program would increase the financial exposure or risk to Amex. We will issue renewal or replacement Commercial Cards, subject to (5) above, until you or the Commercial Cardmember(s) advises us to cancel the Commercial Card or stop issuance of the renewal Commercial Card. You acknowledge that you are acting as an agent of your employees with respect to any request for issuance or renewal of a Commercial Card.

21. MEMBERSHIP REWARDS

The Corporate Card Account is the only Amex Account eligible for enrollment in the *Membership Rewards*® Program.

22. ARBITRATION

a. Arbitration Rights/Definition of Claim. All Claims shall be resolved, upon your or our election, through arbitration

pursuant to this Arbitration section rather than by litigation. “Claim” means any claim (including initial claims, counterclaims, cross-claims, and third party claims), dispute or controversy between you and us arising from or relating to this Agreement, any other related or prior agreement that you may have had with us, or the relationship resulting from any of the aforementioned agreements (“Agreements”), whether based in contract, tort (including negligence, strict liability, fraud, or otherwise), statutes, regulations, or any other theory including any question relating to the existence, validity, performance, construction, interpretation, enforcement, or termination of this Agreement any other related or prior agreement that you may have had with us, or the relationship resulting therefrom.

b. Arbitration Rules/Organizations. The party asserting the Claim shall select one of the following arbitration organizations, which will apply its rules (“Arbitration Rules”) in effect at the time the Claim is filed. In the event of an inconsistency between this Arbitration section and any rule or procedure of the arbitration organization, this Arbitration section will control. The party asserting the Claim will simultaneously notify the other party of its selection. If our selection is not acceptable to you, then you may select another of the following organizations within thirty (30) days after you receive notice of our initial selection. Any arbitration hearing that you attend will take place in the federal judicial district where your headquarters is located.

- National Arbitration Forum (NAF); P.O. Box 50191, Minneapolis, MN 55404-0191; 1-800-474-2371; www.arbitration-forum.com
- American Arbitration Association (AAA): 335 Madison Avenue, New York, NY 10017; 1-800-778-7879; www.adr.org
- JAMS (JAMS): 1920 Main Street, Suite 300, Irvine, CA 92614; (949) 224-1810; www.jamsadr.com

In addition to the arbitration organizations listed above, Claims may be referred to any other arbitration organization that is mutually agreed upon in writing by you and us, or to an arbitration organization or arbitrator(s) appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sections 1-16, provided that the arbitration organization and arbitrator(s) enforce the terms of sections 22.c and 22.d below.

c. Limitation of Rights. IF ARBITRATION IS CHOSEN BY A PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES OR PROCEDURES OF NAF, AAA OR JAMS, AS

APPLICABLE. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT AND WITHOUT WAIVING EITHER PARTY’S RIGHT TO APPEAL SUCH DECISION, SHOULD ANY PORTION OF THIS SECTION 22.C “RESTRICTIONS ON ARBITRATION” OR OF SECTION 22.D BELOW BE DEEMED INVALID OR UNENFORCEABLE, THEN THIS ENTIRE ARBITRATION SECTION 22 (OTHER THAN THIS SENTENCE) SHALL NOT APPLY.

d. Individually Named Parties Only. All parties to the arbitration must be individually named. There is no right or authority for any Claims to be arbitrated or litigated on a class-action or consolidated basis, on behalf of the general public or other parties, or joined or consolidated with claims of other parties, and you and we are specifically barred from doing so. This prohibition is intended to, and does, preclude any trade association or other organization from arbitrating any Claim on a representative basis on behalf of the organization’s members. The arbitrator’s authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator’s authority to make awards is limited to awards to you and us alone.

e. Equitable Relief. The arbitrator shall have the power and authority to grant equitable relief (e.g., injunction, specific performance) and, cumulative with all other remedies, will grant specific performance whenever possible. The arbitrator will have no power or authority to alter this Agreement or any of its separate provisions, including this Arbitration section, nor to determine any matter or make any award except as provided in this Arbitration section.

f. Small-Claims Court; Injunctive Relief. We shall not elect to use arbitration under this section for any individual Claim that you properly file in a small claims court so long as the Claim is pending only in that court. Injunctive relief sought to enforce the confidentiality provisions of this Agreement will not be subject to the requirements of this Arbitration section.

g. Governing Law/Appeal/Entry of Judgment. This Arbitration section is made pursuant to a transaction involving interstate commerce and will be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16 (FAA). The arbitrator will apply New York law and applicable statutes of limitations, honor claims of privilege recognized by law and, at the timely request of either party, provide a written and reasoned opinion explaining his or her decision. The arbitrator will apply the rules of the arbitration organization

selected, as applicable to matters relating to evidence and discovery, not the federal or any state rules of civil procedure or rules of evidence. The arbitrator's decision will be final and binding, except for any rights of appeal provided by the FAA or if the amount of the award exceeds US\$100,000, either party can appeal that award to a three-arbitrator panel administered by NAF, AAA or JAMS, as applicable, which will reconsider de novo any aspect of the initial award requested by majority vote and whose decision will be final and binding. The decision of that three person panel may be appealed as provided by the FAA. The costs of such an appeal will be borne by the appellant regardless of the outcome of the appeal. Judgment upon the award rendered by the arbitrator may be entered in any state or federal court in the federal judicial district where your headquarters or your assets are located.

h. Confidential Proceedings. The arbitration proceeding and all testimony, filings, documents, and any information relating to or presented during the proceedings shall be deemed to be confidential information not to be disclosed to any other party. All offers, promises, conduct, and statements, whether written or oral, made in the course of the negotiations, arbitrations, and proceedings to confirm arbitration awards by either party, its agents, employees, experts or attorneys, or by the arbitrator, including any arbitration award or judgment related thereto, are confidential, privileged, and inadmissible for any purpose, including impeachment or estoppel, in any other litigation or proceeding involving any of the parties or non-parties, provided that evidence that is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the negotiation, or arbitration.

i. Split Proceedings for Equitable Relief. Either you or we may seek equitable relief in arbitration prior to arbitration on the merits to preserve the status quo pending completion of such process. This Arbitration section may be enforced by any court of competent jurisdiction, and the party seeking enforcement will be entitled to an award of all costs, including legal fees, to be paid by the party against whom enforcement is ordered. Except as otherwise provided in Section 22.c. above, if any portion of this Section 22 (other than Section 22.c. or d.) is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Section 22, this Agreement, or any predecessor agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

j. Costs of Arbitration Proceedings. You will be responsible of paying your share, if any, of the arbitration fees (including filing, administrative, hearing and/or other fees) provided by the Arbitration Rules, to the extent such fees do not exceed the amount of the filing fees you would have incurred if the Claim had been brought in a state or federal

court that would have jurisdiction over the Claim located in the federal judicial district where your headquarters is located. We will be responsible for paying the remainder of any arbitration fees. At your written request, we will consider in good faith making a temporary advance of all or part of your share of the arbitration fees for any Claim you initiate as to which you or we seek arbitration. You will not be assessed any arbitration fees in excess of your share if you do not prevail in any arbitration with us.

23. MISCELLANEOUS

Any claim or cause of action arising out of or related to this Agreement must be filed by Company within one (1) year after such claim or cause of action arose or forever be barred. Except for Amex's affiliates, suppliers and licensors, no third party is a beneficiary of this Agreement. Failure to enforce any term or condition of this Agreement shall not be a waiver of the right to later enforce such term or condition or any other term or condition of this Agreement.

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

ACCOUNT PROVISIONS

24. CORPORATE CARD ACCOUNT

24.1. Charges – Each Cardmember is liable for all Charges posted to his or her Corporate Card Account in accordance with the terms of the Corporate Cardmember Agreement.

24.2. Liability – Subject to the provisions set forth in Section 3 herein, the liability options for Corporate Card Accounts are as follows (based on your Application selection(s) and our concurrence and establishment):

(i) Expanded Protection: For Charges that are for business expenses incurred on your behalf and in accordance with your policies, you will either reimburse the Cardmember or pay us directly upon your receipt of a statement of such Charges; and/or

(ii) Selective Protection: For Corporate Card Accounts that are individually billed, you and each Cardmember are jointly and severally liable for payment to us of all Charges incurred by such Cardmembers. You may request that we waive your liability for certain Charges in accordance with our Selective Protection Waiver of Liability Terms ("Waiver of Liability Terms") (subject to change by us). You acknowledge that you are not eligible to waive your liability under our Waiver of Liability Terms for Charges incurred on any Corporate Card Account for which you have chosen Company Bill/Company Payment as the billing option, and you are liable for payment to us of all Charges incurred on such Corporate Card Account. We reserve the right to

decline your request to waive your liability in accordance with our Waiver of Liability Terms.

24.3. Annual Corporate Card Fees - An annual fee will be payable to us for each Corporate Card and will be determined in accordance with our then current Corporate Card fee policies.

24.4. Late Fees for Individually Billed Accounts – For Corporate Card Accounts that are Individually Billed, late fees will accrue according to the Cardmember Agreement in effect at the time of the Charges.

24.5. Late Fees for Company Bill/Company Payment Accounts - For Corporate Card Accounts (other than Corporate Platinum Card Accounts) with the Company Bill/Company Payment billing option, late fees will accrue at the rate currently in effect for the applicable billing period. As of the Effective Date, late fees accrue as follows: (a) if there are any amounts totaling more than \$35.00, in aggregate, that were incurred during a statement billing period and that have not been paid and credited to your Account by the 14th day after the Next Closing Date, a late fee of \$39.00 may be charged per Cardmember; and (b) if there are any amounts totaling more than \$35.00, in aggregate, that were incurred during a statement billing period and that have not been paid and credited to your Account by the following Next Closing Date, a late fee equal to the greater of \$39.00 per Cardmember or 2.99% of all amounts not credited for at least one statement billing period may be charged; and (c) if payment of the total amounts due is not credited to your Account by successive Next Closing Dates, we may assess a fee equal to the greater of \$39.00 per Cardmember or 2.99% of all amounts not credited for at least one statement billing period. For Corporate Platinum Card Accounts with the Company Bill/Company Payment billing option, late fees will accrue at the rate currently in effect for the applicable billing period. As of the Effective Date, late fees accrue as follows, (a) if there are any amounts totaling more than \$35.00, in aggregate, that were incurred during a statement billing period and that have not been paid and credited to your Account by the following Next Closing Date, a late fee equal to the greater of \$29.00 per Cardmember or 2.99% of all amounts not credited for at least one statement billing period may be charged; and (b) if payment of the total amounts due is not credited to your Account by successive Next Closing Dates, we may assess a fee equal to the greater of \$29.00 per Cardmember or 2.99% of all amounts not credited for at least one statement billing period. Late fees will not exceed the maximum allowed by law.

24.6. Expedited Delivery Fee - We reserve the right to charge a fee for granting a Program Administrator's request for expedited delivery of Corporate Cards.

25. CENTRALLY BILLED ACCOUNTS – GENERAL PROVISIONS

(a) Travel Agents (BTA and CRBTA only) - Company will instruct its travel agents (“Agents”) in the use of the Business Travel Accounts (the “BTA”) or Car Rental Business Travel Accounts (the “CRBTA”) and will provide Agents with a list of persons authorized by Company to use the BTA or CRBTA, as applicable (“List”) and will notify Agents of any changes to such List. Company shall resolve any unreconciled Charges directly with its Agent or the supplier providing services. We are not responsible for the acts or omissions of any travel agents, carriers, or other firms providing services.

(b) Late Fees - For Centrally Bill Accounts (other than Fee Central Bill Accounts) late fees will accrue at the rate currently in effect for the applicable billing period. As of the Effective Date, late fees accrue as follows: (a) if there are any amounts totaling more than \$35.00, in aggregate, that were incurred during a statement billing period and that have not been paid and credited to your Account by the 14th day after the Next Closing Date, a late fee of \$39.00 may be charged; and (b) if there are any amounts totaling more than \$35.00, in aggregate, that were incurred during a statement billing period and that have not been paid and credited to your Account by the following Next Closing Date, a late fee equal to the greater of \$39.00 or 2.99% of all amounts not credited for at least one statement billing period may be charged; and (c) if payment of the total amounts due is not credited to your Account by successive Next Closing Dates, we may assess a fee equal to the greater of \$39.00 or 2.99% of all amounts not credited for at least one statement billing period. For Fee Central Bill Accounts late fees will accrue at the rate currently in effect for the applicable billing period. As of the Effective Date, late fees accrue as follows: (a) if there are any amounts totaling more than \$35.00, in aggregate, that were incurred during a statement billing period and that have not been paid and credited to your Account by the 14th day after the Next Closing Date, a late fee of \$29.00 may be charged; and (b) if there are any amounts totaling more than \$35.00, in aggregate, that were incurred during a statement billing period and that have not been paid and credited to your Account by the following Next Closing Date, a late fee equal to the greater of \$29.00 or 2.99% of all amounts not credited for at least one statement billing period may be charged; and (c) if payment of the total amounts due is not credited to your Account by successive Next Closing Dates, we may assess a fee equal to the greater of \$29.00 or 2.99% of all amounts not credited for at least one statement billing period. Late fees will not exceed the maximum allowed by law.

(c) Liability - We will send to Company a monthly

statement listing all Charges (“Statement”). Company agrees to pay us in full for all Charges upon its receipt of the Statement. Company is liable to us for payment in full for all Charges made by Company’s employees or agents, including without limitation, Charges which result from the (i) fraudulent use by a third party, (ii) Unauthorized Use, or (iii) misuse of the Centrally Billed Account(s) by any person currently or formerly employed by Company or any person who at any time was given access to an account number or authorization to use the Centrally Billed Account(s) by Company. With respect to the BTA and the CRBTA accounts, as applicable, Company is also liable in full for Charges which result from the misuse of such accounts by any Agent other than us, or any person currently or formerly included on a List. Company must notify us of any alleged: (i) lost or stolen tickets, or (ii) billing errors or disputes within sixty (60) days of the date such Charges first appear on a Statement.

25.1. AIRLINE BILLING ACCOUNT

- (a) **Issuance**-Upon Company’s request, we will assign supplementary accounts under the Airline Billing Account to certain of Company’s employees, departments, divisions or other business groups (supplementary accounts, collectively with the Airline Billing Account, are referred to in this Agreement as the “ABA”).
- (b) **Miscellaneous**- We will issue air and rail transportation tickets to Company’s employees or agents as directed by Company. Charges and credits will be processed in accordance with standard travel agency procedures established by the Airline Reporting Corporation or any successor organization and posted to the ABA.

25.2. BUSINESS TRAVEL ACCOUNT

- (a) **Issuance** - Upon Company’s request, we will assign supplementary accounts under the BTA to certain of Company’s employees, departments, divisions or other business groups (supplementary accounts, collectively with the Business Travel Account, are referred to in this Agreement as the “BTA”). Company will only use the BTA to charge air and rail transportation tickets for business use through its travel agents.
- (b) **Annual Fee** - The annual fee for the BTA is \$150 and is subject to change by us upon not less than sixty (60) days prior written notice to Company. This annual fee will be waived if Company uses Amex as its Agent.
- (c) **Miscellaneous** - We will notify Company of changes to the terms of certain insurance programs available to persons using the BTA. Company agrees to notify all persons authorized to use the BTA of any such changes.

25.3. CAR RENTAL BUSINESS TRAVEL ACCOUNT

- (a) **Issuance** - Upon Company’s request, we will assign supplementary accounts under the Car Rental Business Travel Account to certain of Company’s employees, departments, divisions or other business groups (supplementary accounts, collectively with the Car Rental Business Travel Account, are referred to in this Agreement as the “CRBTA”). Company will only use the CRBTA to charge car rental and related services for business use through its travel agents.
- (b) **Annual Fee** - The annual fee for the CRBTA is \$150 and is subject to change by us upon not less than sixty (60) days prior written notice to Company. This annual fee will be waived if Company uses Amex as its Agent.
- (b) **Miscellaneous** - We will notify Company of changes to the terms of certain insurance programs available to persons using the CRBTA. Company agrees to notify all persons authorized to use the CRBTA of any such changes.

25.4. AIRLINE CENTRAL BILLING ACCOUNT

- (a) **Issuance** - We will establish an Airline Central Billing Account in Company’s name provided that Company has established a Corporate Card Account pursuant to the terms of this Agreement. Upon Company’s request, we will assign one supplementary account under the Airline Central Billing Account to Company’s choice of a Company employee, department, division or other business group (a supplementary account, collectively with the Airline Central Billing Account, are referred to in this Agreement as the “ACB”).
- (b) **Charges** - Purchases of air and rail transportation tickets charged with a Corporate Card issued pursuant to this Agreement will be billed to the ACB. An entry will appear on the applicable Corporate Card statement indicating the amount that has been billed to the ACB.
- (c) **Miscellaneous** - If the Corporate Card Account is terminated for any reason, the ACB will terminate automatically. Upon and after termination of the ACB, any credits posted by us in respect of any Charges to the ACB will be posted to the Corporate Card Account of the applicable Cardmember.

25.5. CAR RENTAL CENTRAL BILLING ACCOUNT

- (a) **Issuance** - We will establish a Car Rental Central Billing Account in Company’s name provided that Company has established a Corporate Card Account pursuant to the terms of this Agreement. Upon Company’s request, we will assign one supplementary account under the Car Rental Central Billing Account to Company’s choice of a Company employee, department, division or other business group (a supplementary account, collectively with the Car Rental

Central Billing Account, are referred to in this Agreement as the “CRCB”).

- (b) **Charges** - Amounts for car rental and related services charged with a Corporate Card issued pursuant to this Agreement will be billed to the CRCB. An entry will appear on the applicable Corporate Card statement indicating the amount that has been billed to the CRCB.
- (c) **Miscellaneous** - If the Corporate Card Account is terminated for any reason, the CRCB will terminate automatically. Upon and after termination of the CRCB, any credits posted by us in respect of any Charges to the CRCB will be posted to the Corporate Card Account of the applicable Cardmember.

25.6. FEE CENTRAL BILLING ACCOUNT

- (a) **Issuance** - We will establish a Fee Central Billing Account (“FCB”) in Company’s name provided that Company has established a Corporate Card Account pursuant to the terms of this Agreement.
- (b) **Charges** - Annual fees for Corporate Cards issued pursuant to this Agreement will be billed to the FCB. An entry will appear on the applicable Corporate Card statement indicating the amount that has been billed to the FCB.
- (c) **Miscellaneous** - If the Corporate Card Account is terminated for any reason, the FCB will terminate automatically. Company is responsible for reconciling any such credits as between Company and the Cardmember. No late fees shall apply to Charges billed to the FCB.

26. CORPORATE PURCHASING CARD (CPC) ACCOUNT

26.1. Use of Corporate Purchasing Card - You agree that you will implement and communicate Company policies that require Corporate Purchasing Cards issued hereunder to be used only for the purchase of goods and services on your behalf and in accordance with your policies. You also agree that your policies will be in strict conformity with the Corporate Purchasing Card Terms and Conditions included with each Corporate Purchasing Card issued hereunder. In the event any of the terms and conditions of this Agreement conflict with those of the Corporate Purchasing Card Terms and Conditions, this Agreement will prevail. Individual use of Corporate Purchasing Cards is governed by the Corporate Purchasing Cardmember Agreement.

26.2. Liability – For CPC Accounts, your liability for Charges will be the following:

- (a) For CPC Accounts issued with a corresponding plastic card that is in the name of an individual: you are liable for Charges in accordance with the terms set forth in Section 3 of this Agreement;

- (b) For CPC Accounts issued (i) without a corresponding plastic card, or (ii) with a corresponding plastic card that is not in the name of an individual: you are liable to us for payment in full for all Charges including, without limitation, Charges which result from: (A) fraudulent use by a third party, (B) Unauthorized Use, or (C) misuse of the Corporate Purchasing Card by any person currently or formerly employed by Company or any person who at any time was given access to the Corporate Purchasing Card or authorization to use the Corporate Purchasing Card by Company.

26.3. Expedited Delivery Fee - We reserve the right to charge a fee for granting a Program Administrator’s request for expedited delivery of Corporate Purchasing Cards.

26.4. Payment Terms / Settlement - You agree to pay all Charges shown on each consolidated monthly statement (the “Consolidated Statement”) within 14 calendar days after the Closing Date specified on the applicable Consolidated Statement. If you believe any Charge shown on a Consolidated Statement is in error or in dispute with the seller, you may request, and we may institute and maintain for a reasonable period, a temporary credit on the Corporate Purchasing Card Account in the amount of the disputed portion of the Charge while we investigate the error or you seek to resolve the dispute.

26.5. Late Fees - The amount of the late fee depends on the length of time a Cardmember account on any Consolidated Statement has remained unpaid. If there are any amounts totaling more than \$35.00, in aggregate, that were incurred during a statement billing period on any Consolidated Statement and that have not been paid and credited to your Account by the Next Closing Date of such Consolidated Statement, then a late fee equal to the greater of \$29.00 per Cardmember or 2.99% of all amounts not credited for at least one statement billing period may be charged. Late fees will not exceed the maximum allowed by law.

26.6. Problems with Goods or Services - You agree to resolve any disputes concerning goods or services purchased using the Corporate Purchasing Card directly with the seller.

26.7. Access to Information - We may compile and convey to you certain information provided to us by the sellers of goods and services you purchased using the Corporate Purchasing Card, such as, for example, a seller’s tax identification number and SIC number and the seller’s status as a minority-owned or woman-owned business. We do not guaranty the accuracy of any such information and, by conveying such information to you, do not undertake to perform on your behalf any reporting, compliance or other obligation or requirement applicable to you pursuant to any law, regulation, executive order or court order.

26.8. CPC Department Account – Upon your request, we will establish a department account(s) for the billing of purchases from certain merchants that accept payment via such accounts (“CPC Department Account(s)”). Except as specifically provided herein, the terms of this Agreement which are applicable to the CPC Account and/or Corporate Purchasing Cards shall apply to the CPC Department Account. Notwithstanding anything in this Agreement to the contrary, with respect to any CPC Department Account, you are liable to us for all Charges made to such CPC Department Account in accordance with the liability terms set forth in Section 26.2(b) of this Agreement whether the CPC Department Account is issued with or without a corresponding plastic card.

26.9. Monthly Spending Limit - We may assign a monthly spending limit (the “Monthly Account Limit”) to the CPC Account. The aggregate dollar amount of CPC Charges to Corporate Purchasing Cards issued on the CPC Account may not exceed the Monthly Account Limit. Once the Monthly Account Limit has been reached, Charge privileges for Corporate Purchasing Cards issued on the CPC Account will be suspended until payment has been received and credited to the CPC Account. We will notify you of the Monthly Account Limit, and we may change the Monthly Account Limit upon notice to you. If authorization for any CPC Charge is declined based upon the Monthly Account Limit, we may notify the applicable merchant of the reason for the decline of the authorization request. You agree to notify your Cardmembers of the Monthly Account Limit and of the consequences of exceeding the Monthly Account Limit.

26.10. Card Limits - We may assign limits (“Card Functionality Limits”) to particular Corporate Purchasing Cards issued on the CPC Account based upon dollar amounts charged, the type of merchant establishments at which CPC Charges may be incurred, or other parameters you and we agree upon. Certain CPC Charges in excess of or outside the parameters of the Monthly Account Limit or Card Functionality Limits may be incurred. Notwithstanding anything to the contrary contained herein or in any other agreement, and except for CPC Charges resulting from the (i) fraudulent use by a third party, or (ii) Unauthorized Use of a Corporate Purchasing Card, you are liable to us for CPC Charges in excess of or outside the parameters of any Monthly Account Limit or any Card Functionality Limit.

27. CORPORATE MEETING CARD (CMC) ACCOUNTS

27.1. Liability -You are liable for Charges incurred on the CMC Account and/or Corporate Meeting Card in accordance with the terms set forth in Section 3 of this Agreement. Notwithstanding the foregoing, with respect to CMC Accounts specific to a Company department or

meeting/event (“CMC Department Account(s)”) that are not issued in the name of an individual, you will be liable to us for payment in full for all Charges, including, without limitation, Charges resulting from: (i) fraudulent use by a third party, or (ii) Unauthorized Use of the CMC Department Account.

27.2. Late Fees - Late fees will accrue at the rate currently in effect for the applicable billing period. As of the Effective Date, late fees accrue as follows: (a) if there are any amounts totaling more than \$35.00, in aggregate, that were incurred during a statement billing period and that have not been paid and credited to your Account by the 14th day after the Next Closing Date, a late fee of \$39.00 may be charged per Cardmember; and (b) if there are any amounts totaling more than \$35.00, in aggregate, that were incurred during a statement billing period and that have not been paid and credited to your Account by the following Next Closing Date, a late fee equal to the greater of \$39.00 per Cardmember or 2.99% of all amounts not credited for at least one statement billing period may be charged; and (c) if payment of the total amounts due is not credited to your Account by successive Next Closing Dates, we may assess a fee equal to the greater of \$39.00 per Cardmember or 2.99% of all amounts not credited for at least one statement billing period. Late fees will not exceed the maximum allowed by law.

27.3. Annual Corporate Meeting Card Fee - An annual fee will be payable by you for each Meeting Card. The annual fee assessed during each annual period will be determined in accordance with our then current Meeting Card fee schedule or, for existing Corporate Card customers, in accordance with your Corporate Card Account Agreement.

27.4. Type of Meeting Card Account - The type of Meeting Card Account that you have selected is specified in Schedule A (attached hereto).

27.5. Corporate Meeting Card Supplemental Account

The provisions of this Section 27.5 shall take effect on the date of execution of the Corporate Meeting Card Supplemental Account Application (“Supplemental Account Application”). Except as specifically provided herein, the terms of this Agreement which are applicable to the CMC Account and/or Meeting Cards shall apply to the Corporate Meeting Card Supplemental Account.

27.5.1. Upon Company’s request, we will assign cards with account numbers that represent supplemental accounts to the Company’s primary Corporate Meeting Card Account, to certain of Company’s employees, departments, divisions or other business groups (all individual supplemental card accounts, collectively with the Corporate Meeting Card Supplemental Account, are referred to as the “CMC

Supplemental Account”).

27.5.2. Only plastic cards shall be issued in connection with Company’s CMC Supplemental Account. Plastic cards issued under a CMC Supplemental Account are subject to the same annual fee, if any, for Meeting Cards issued under this Agreement.

27.5.3. The CMC Supplemental Account(s) established pursuant to this Section 27.5 will be subject to any limits indicated by you on the Supplemental Account Application.

27.5.4. We may cancel or suspend the CMC Supplemental Account or any individual account number at any time with or without cause and without prior notice to you.

The Terms and Conditions of this Commercial Account Agreement are effective as of the date written below (“Effective Date”).

AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.



Anré Williams
President
Global Commercial Card

COMPANY NAME: San Dieguito Union High School District

By: _____

Name:

Title:

Date: _____



San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: May 12, 2010

BOARD MEETING DATE: May 20, 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

EXECUTIVE SUMMARY

The attached Amendment to Agreements Report summarizes two amendments to agreements totaling \$12,000.00, 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 15C

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

AMENDMENT TO AGREEMENTS REPORT

Date: 05-20-10

<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>
03/05/10 – 02/28/11	Chevron Energy Solutions Company, a Division of Chevron U.S.A. Inc. (Chevron ES),	Extend the final completion date of the contract to February 28, 2011 or each day thereafter in the event that Chevron ES does not receive all the required solar panels prior to November 1, 2010	N/A	N/A
N/A	John Sergio Fisher & Associates, Inc	Provide additional DSA drawing updates and value engineering services for the San Dieguito Academy Visual & Performing Arts Center project	Capital Facilities Fund 25-19 and School Facility Fund 35-00	\$12,000.00

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: May 12, 2010

BOARD MEETING DATE: May 20, 2010

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

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: ADOPTION OF RESOLUTION / COOPERATIVE BID

EXECUTIVE SUMMARY

The National Intergovernmental Purchasing Alliance Company (National IPA), based out of the State of Tennessee, is a cooperative purchasing organization, established through a collaborative effort of public agencies across the United States with the specific purpose of reducing procurement costs by leveraging group volume. National IPA aggregates purchasing volume of participating agencies in order to receive larger volume discounts from suppliers. This is an optional use program with no minimum volume requirements. All master agreements are publicly solicited, awarded through an RFP process, and held by a Principal Procurement Agency. National IPA serves as a nationwide channel to offer the awarded agreements to public agencies across the United States

Pursuant to District Board Policies 3310 and 3311, Purchasing Procedures and Bids, respectively, and to ensure these policies are being followed, District Staff is requesting the Board to adopt the attached resolution authorizing contracting pursuant to cooperative bid and award documents from National Intergovernmental Purchasing Alliance Company (National IPA), State of Tennessee, for the purchase of various supplies and services such as but not limited to maintenance, operational, and repair supplies, office supplies, information technology solutions, and furniture.

ITEM 15G

RECOMMENDATION:

Adopt the attached resolution authorizing contracting pursuant to cooperative bid and award documents from National Intergovernmental Purchasing Alliance Company (National IPA), State of Tennessee, for the purchase of various supplies and services such as but not limited to maintenance, operational, and repair supplies, office supplies, information technology solutions, and furniture per the pricing structure, terms, and conditions stated in the bid documents, to be expended from the fund to which the supplies are charged, and authorize Christina M. Bennett, Eric R. Dill, or Stephen G. Ma to execute any necessary documents.

FUNDING SOURCE:

N/A

RESOLUTION AUTHORIZING CONTRACTING
PURSUANT TO COOPERATIVE BID AND AWARD DOCUMENTS FROM THE
NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
(NATIONAL IPA), STATE OF TENNESSEE

ITEM 15G

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

WHEREAS, the National Intergovernmental Purchasing Alliance Company (National IPA), based out of the State of Tennessee, is a cooperative purchasing organization, established through a collaborative effort of public agencies across the United States. All master agreements are publicly solicited and held by a public agency. National IPA serves as a nationwide channel to offer the awarded agreements for various supplies and services such as but not limited to maintenance, operational, and repair supplies, office supplies, information technology solutions, and furniture to public agencies across the United States and allows state agencies and local government agencies to purchase or contract under that bid at the same price and upon the same terms and conditions as the principal public agency, and

WHEREAS, said bids were opened and publicly read aloud at the time and place specified in Notice to Bidders, and it was determined that the low bidder for various supplies and services such as but not limited to maintenance, operational, and repair supplies, office supplies, information technology solutions, and furniture were Various Bidders, such as but not limited to Grainger, CDW-G, and Staples, who were thereafter awarded the bid, and

WHEREAS, the San Dieguito Union High School District wishes to purchase various supplies and services such as but not limited to maintenance, operational, and repair supplies, office supplies, information technology solutions, and furniture, and

WHEREAS, this Board has determined it to be in the best interests of the District to purchase or contract for the above stated items from the bid awarded by National IPA, and

WHEREAS, National IPA and the respective principal public agency waived its right to require other districts to draw warrants for such purchases or contracts in favor of National IPA and the respective principal public agency, and

NOW THEREFORE IT IS RESOLVED, ORDERED AND DECLARED that the contract for the purchase of various supplies and services such as but not limited to maintenance, operational, and repair supplies, office supplies, information technology solutions, and furniture from Various Bidders, such as but not limited to Grainger, DCW-G, and Staples, is hereby authorized and approved and is subject to all terms, conditions and documents as specified in the National IPA and the respective principal public agency bid and award documents.

BE IT FURTHER RESOLVED, ORDERED AND DECLARED that Christina M. Bennett, Eric R. Dill, or Stephen G. Ma is hereby authorized to execute any necessary contract documents with Various Bidders, such as but not limited to Grainger, DCW-G, and Staples, naming the District as the contracting party.

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

AYES:
ADVISORY VOTES:
NOES:
ABSENT:

ITEM 15G

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: May 11, 2010

BOARD MEETING DATE: May 20, 2010

PREPARED BY: Joann Schultz, Executive Assistant, Business
Stephen G. Ma, Assoc. Supt., Business

SUBMITTED BY: Ken Noah, Superintendent

SUBJECT: **ADOPTION OF RESOLUTIONS / AUTHORIZED SIGNATURES FOR MAIL, WARRANTS, PAYROLL, SCHOOL ORDERS, CREDENTIALS RELEASE**

EXECUTIVE SUMMARY

Various sections of Education Code require the Board of Trustees to adopt a series of resolutions prior to the beginning of each fiscal year in order to maintain a current register of persons authorized to act on behalf of the school district. The first resolution enclosed designates authorized agents to receive mail and pickup warrants at the County Office of Education. The second resolution designates authorized agents to ascertain and certify that employees have taken the oath of allegiance and certification of classified service assignment. The third resolution allows the COE Credentials Department to release credentials held warrants to employees who have provided the required credential paper work. And the last resolution designates authorized agents to sign school orders. These resolutions will be effective during the period July 1, 2010 through June 30, 2011.

RECOMMENDATION:

Adopt the following resolutions, effective July 1, 2010 through June 30, 2011:

- 1) RESOLUTION DESIGNATING AGENT TO RECEIVE MAIL AND PICKUP WARRANTS AT THE COUNTY OFFICE OF EDUCATION
Designating Stephen G. Ma to receive mail and Ken Noah, Terry King, Eric R. Dill, Delores Perley, Donna Corder, Dawn Pearson, Courtney Rock, and Carol Clemons to pick up warrants at the County Office of Education.
- 2) RESOLUTION FOR PAYROLL ORDER CERTIFICATION
Designating Ken Noah or Terry King and Frederick Labib-Wood to ascertain and certify that each employee has taken the oath of allegiance and designating Frederick Labib-Wood to certify classified service assignment.

Adoption of Resolutions / Authorized Signatures Executive Summary
May 22, 2010 Board Meeting
Page 2

- 3) RESOLUTION AUTHORIZING THE COUNTY OFFICE OF EDUCATION CREDENTIALS DEPARTMENT TO RELEASE CREDENTIAL HELD WARRANTS TO EMPLOYEES
Authorizing the County Office of Education Credentials Department to release credentials held warrants to employees who have provided the required credential paper work.
- 4) RESOLUTION DESIGNATING AUTHORIZED AGENT TO SIGN SCHOOL ORDERS
Designating Ken Noah or Eric R. Dill or Stephen G. Ma to sign school orders.

FUNDING SOURCE:

Not applicable

js
Attachments

**RESOLUTION DESIGNATING AUTHORIZED AGENT TO RECEIVE MAIL
AND PICK UP WARRANTS AT THE COUNTY OFFICE OF EDUCATION**

ITEM 15H

San Dieguito Union High School District, San Diego County, ON MOTION OF member _____, seconded by member _____, effective July 1, 2010 through June 30, 2011.

IT IS RESOLVED AND ORDERED that:

1. The authorized agent (**one person only**) to receive mail from the Accounting/Payroll Sections is **Stephen G. Ma**.
2. The authorized person(s) or district(s) to pick up warrants from the County Office (other than the mail addressee) are **Ken Noah, Terry King, Eric R. Dill, Delores Perley, Donna Corder, Dawn Pearson, Courtney Rock, and Carol Clemons**.
3.

mail	hold	consortium	
Check one	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Check one	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Monthly payroll warrants each and every month.

Daily/Hourly payroll warrants each and every month.

IT IS FURTHER RESOLVED that, this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on May 20, 2010, by the following vote:

AYES: MEMBERS
 NOES: MEMBERS
 ABSENT: MEMBERS

STATE OF CALIFORNIA)
 COUNTY OF SAN DIEGO) SS

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

Secretary of the Governing Board

Manual signature(s) of authorized person(s):

Facsimile signature(s), if applicable: (Rubber Stamp)

PAYMENT ORDER RESOLUTION

ITEM 15H

San Dieguito Union High School District, San Diego County, ON MOTION OF member _____, seconded by member _____, effective July 1, 2010 through June 30, 2011.

IT IS RESOLVED AND ORDERED that, in accordance with the provisions of Section 3100 et seq., Chapter 8, Division 4, Title I of the Government Code (**all districts**), the following person(s) be and is hereby designated to ascertain and certify that each employee of said district has taken the oath of allegiance.

Ken Noah or Terry King and Frederick Labib-Wood

IT IS FURTHER RESOLVED AND ORDERED that, in accordance with the payroll procedure provided in Education Code Section 45310 (**merit system districts only**), no warrant shall be drawn by or on behalf of the governing board of this district for the payment of any salary or wage to any employee in the classified service unless the assignment bears the certification of the following person:

Frederick Labib-Wood, Personnel Director

IT IS FURTHER RESOLVED that this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on May 20, 2010, by the following vote:

AYES: MEMBERS
NOES: MEMBERS
ABSENT: MEMBERS

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

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

Secretary of the Governing Board

Manual signature(s) of authorized person(s): Facsimile signature(s), if applicable:
(Rubber Stamp) Gov Code Sec. 5501

**RESOLUTION AUTHORIZING THE COUNTY OFFICE OF EDUCATION CREDENTIALS
DEPARTMENT TO RELEASE CREDENTIAL HELD WARRANTS TO EMPLOYEES**

San Dieguito Union High School District, San Diego County, ON MOTION OF member _____, seconded by member _____, effective July 1, 2010 through June 30, 2011.

IT IS RESOLVED AND ORDERED that The County Office of Education Credentials Department is authorized to release credentials held warrants to employees who have provided the required credential paper work.

PASSED AND ADOPTED by said Governing Board on May 20, 2010, by the following vote:

AYES: MEMBERS
NOES: MEMBERS
ABSENT: MEMBERS

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

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

Secretary of the Governing Board

**RESOLUTION DESIGNATING AUTHORIZED AGENT TO SIGN SCHOOL ORDERS ITEM 15H
(COMMERCIAL WARRANTS)**

San Dieguito Union High School District, San Diego County, ON MOTION OF member _____, seconded by member _____, effective July 1, 2010, through June 30, 2011.

IT IS RESOLVED AND ORDERED that, pursuant to the provisions of Education Code Section 42632 or 85232, **Ken Noah or Eric R. Dill or Stephen G. Ma** be and is hereby authorized to sign any and all orders in the name of said District, drawn on the funds of said District.

IT IS FURTHER RESOLVED that this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on May 20, 2010, by the following vote:

AYES: MEMBERS
NOES: MEMBERS
ABSENT: MEMBERS

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

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

Secretary of the Governing Board

Manual signature(s) of authorized person(s): Facsimile signature(s), if applicable: (Rubber Stamp)

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: May 12, 2010

BOARD MEETING DATE: May 20, 2010

PREPARED BY: Stephen G. Ma
Associate Superintendent, Business

SUBMITTED BY: Ken Noah, Superintendent

SUBJECT: APPROVAL OF BUSINESS REPORTS

EXECUTIVE SUMMARY

Please find the following business reports submitted for your approval:

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

RECOMMENDATION:

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

FUNDING SOURCE:

Not applicable

js
Attachments

PO/BOARD/REPORT

SAN DIEGUITO UNION HIGH
FROM 04/23/10 THRU 05/10/10

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ITEM 151

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
202773	04/23/10	03	SAN DIEGO STAGE/LIGH	004	MATERIALS AND SUPPLI	\$177.58
202774	04/23/10	03	LIBRARY VIDEO COMPAN	004	MATERIALS AND SUPPLI	\$39.47
202775	04/23/10	03	TEACHER'S DISCOVERY	004	MATERIALS AND SUPPLI	\$429.26
202776	04/23/10	06	PERMA BOUND	004	MATERIALS AND SUPPLI	\$346.48
202777	04/23/10	06	PRESTWICK HOUSE INC	004	MATERIALS AND SUPPLI	\$67.74
202778	04/23/10	06	TIME FOR KIDS	004	MATERIALS AND SUPPLI	\$54.20
202779	04/23/10	03	PAXTON/PATTERSON	004	MATERIALS AND SUPPLI	\$192.05
202780	04/23/10	03	FREE FORM CLAY & SUP	004	MATERIALS AND SUPPLI	\$366.63
202781	04/23/10	03	STAPLES ADVANTAGE	004	MATERIALS AND SUPPLI	\$95.54
202782	04/23/10	03	SNAP ON TOOLS CORPOR	004	MATERIALS AND SUPPLI	\$140.05
202783	04/23/10	03	SOUTHWEST SCHOOL/OFF	008	MATERIALS AND SUPPLI	\$91.79
202784	04/23/10	03	MISSION FEDERAL CRED	013	MATERIALS AND SUPPLI	\$375.13
202785	04/23/10	03	SCHOOL ADMINISTRATOR	003	MATERIALS AND SUPPLI	\$32.50
202786	04/23/10	03	RASIX COMPUTER CENTE	003	MATERIALS AND SUPPLI	\$73.03
202787	04/23/10	03	DELL COMPUTER CORPOR	035	MAT/SUP/EQUIP TECHNO	\$2,249.52
202788	04/23/10	03	YANT, DAVE SIGNS	025	REPAIRS BY VENDORS	\$1,410.00
202789	04/23/10	03	FREDRICKS ELECTRIC I	035	MATERIALS AND SUPPLI	\$582.50
202790	04/23/10	03	FREDRICKS ELECTRIC I	035	MATERIALS AND SUPPLI	\$3,718.75
202791	04/23/10	03	PLATO LEARNING INC	035	A/V CONTRACT	\$170,005.20
202792	04/23/10	06	RASIX COMPUTER CENTE	030	MATERIALS AND SUPPLI	\$85.67
202793	04/23/10	03	STATSEEKER PTY LTD	035	A/V CONTRACT	\$5,000.00
202794	04/23/10	03	PATHWAY COMMUNICATIO	014	NON CAPITALIZED EQUI	\$1,063.58
202795	04/23/10	03	STAPLES ADVANTAGE	013	MATERIALS AND SUPPLI	\$23.95
202796	04/23/10	03	EN POINTE TECHNOLOGI	014	LIC/SOFTWARE	\$9,118.11
202797	04/26/10	03	CLASSIC PARTY RENTAL	010	RENTS & LEASES	\$945.00
202798	04/26/10	03	OMNI SECURITY SERVIC	010	SECURITY GUARD CONTR	\$3,671.25
202799	04/27/10	03	NICK RAIL MUSIC	003	NON CAPITALIZED EQUI	\$2,423.22
202800	04/27/10	03	FOSNOT, JAMES DR.	024	PROF/CONSULT./OPER E	\$750.00
202801	04/27/10	03	P T M DOCUMENT SYSTE	035	REPAIRS BY VENDORS	\$2,495.00
202802	04/27/10	03	LA COSTA VALLEY HOA	021	RENTS & LEASES	\$4,000.00
202803	04/27/10	03	SAN DIEGO CO SCHOOL	020	FEES - ADMISSIONS, T	\$325.00
202804	04/27/10	03	PRESTON, DAVE	006	PROF/CONSULT./OPER E	\$700.00
202805	04/27/10	06	SCHOOL SPECIALTY, IN	033	MATERIALS AND SUPPLI	\$61.07
202806	04/27/10	06	B AND H PHOTO-VIDEO-	013	MATERIALS AND SUPPLI	\$1,431.15
202807	04/27/10	06	MONOPRICE, INC	033	MATERIALS AND SUPPLI	\$206.45
202808	04/27/10	06	RHINO ART COMPANY IN	033	MATERIALS AND SUPPLI	\$200.00
202809	04/27/10	03	FLINN SCIENTIFIC INC	004	MATERIALS AND SUPPLI	\$254.13
202810	04/27/10	03	SEHI-PROCOMP COMPUTE	010	MAT/SUP/EQUIP TECHNO	\$1,640.60
202811	04/27/10	03	TEACHERS' CURRICULUM	004	MATERIALS AND SUPPLI	\$1,318.80
202812	04/27/10	03	DEMCO INC	008	MATERIALS AND SUPPLI	\$190.30
202813	04/27/10	03	DATA MANAGEMENT INC	004	MATERIALS AND SUPPLI	\$365.00
202814	04/27/10	03	OMNI SECURITY SERVIC	005	OTHER SERV.& OPER.EX	\$1,965.66
202815	04/27/10	03	SAN DIEGO MEDICAL SE	005	OTHER SERV.& OPER.EX	\$340.00
202816	04/27/10	03	MEETING SERVICES INC	005	RENTS & LEASES	\$3,996.56
202817	04/27/10	25-19	ROESLING NAKAMURA	021	IMPROVEMENT	\$7,104.63
202818	04/27/10	25-19	ROESLING NAKAMURA	021	IMPROVEMENT	\$8,096.68
202819	04/27/10	03	SPANKY'S PORTABLE SE	004	RENTS & LEASES	\$217.50
202820	04/27/10	03	AMAZON.COM	004	MATERIALS AND SUPPLI	\$108.71
202821	04/27/10	06	TAYLOR, ROGER	033	PROF/CONSULT./OPER E	\$280.00
202822	04/27/10	03	EXPRESS PRINT	006	PRINTING	\$530.00
202823	04/27/10	03	APPERSON EDUCATION P	008	MATERIALS AND SUPPLI	\$59.03
202824	04/28/10	03	L B CONCRETE	025	REPAIRS BY VENDORS	\$2,950.00
202825	04/28/10	03	INDIAN PRODUCT COMPA	005	MATERIALS AND SUPPLI	\$1,603.13
202826	04/28/10	03	SOUTHWEST SCHOOL/OFF	013	MATERIALS AND SUPPLI	\$30.01
202827	04/28/10	03	AMAZON.COM	005	MATERIALS AND SUPPLI	\$271.86

PO/BOARD/REPORT

SAN DIEGUITO UNION HIGH
FROM 04/23/10 THRU 05/10/10

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PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT	ITEM 151
202828	04/29/10	03	HOME DEPOT	005	MATERIALS AND SUPPLI	\$400.00	
202829	04/29/10	03	RASIX COMPUTER CENTE	014	MATERIALS AND SUPPLI	\$401.73	
202830	04/29/10	03	RASIX COMPUTER CENTE	005	MATERIALS AND SUPPLI	\$257.73	
202831	04/29/10	11	SAN DIEGO COUNTY OFF	009	OTHER SERV. & OPER.EX	\$286.00	
202832	04/29/10	03	RASIX COMPUTER CENTE	012	MATERIALS AND SUPPLI	\$111.29	
202833	04/29/10	03	RASIX COMPUTER CENTE	012	MATERIALS AND SUPPLI	\$121.33	
202834	04/29/10	03	APEXSQL LLC	035	A/V CONTRACT	\$1,599.00	
202835	04/29/10	25-19	ROESLING NAKAMURA	021	LAND IMPROVEMENTS	\$5,390.00	
202836	04/29/10	03	STAPLES ADVANTAGE	012	MATERIALS AND SUPPLI	\$429.69	
202837	04/29/10	03	STAPLES ADVANTAGE	014	MATERIALS AND SUPPLI	\$53.77	
202838	04/29/10	03	STAPLES ADVANTAGE	014	MATERIALS AND SUPPLI	\$270.81	
202839	04/29/10	03	STAPLES STORES	008	MATERIALS AND SUPPLI	\$60.81	
202840	04/29/10	06	AMAZON.COM	008	MATERIALS AND SUPPLI	\$187.76	
202841	04/29/10	03	RYDIN DECAL	010	MATERIALS AND SUPPLI	\$497.14	
202842	04/29/10	67-30	GEICO INDEMNITY INSU	037	OTHER INSURANCE	\$2,029.05	
202843	04/29/10	03	ACTION PUBLISHING IN	008	MATERIALS AND SUPPLI	\$3,294.14	
202844	04/30/10	03	TROXELL COMMUNICATIO	008	MATERIALS AND SUPPLI	\$414.25	
202845	04/30/10	03	YARDAGE TOWN	004	MATERIALS AND SUPPLI	\$50.00	
202846	04/30/10	03	TARGET	004	MATERIALS AND SUPPLI	\$50.00	
202848	04/30/10	03	NEW DAY FILMS	010	MATERIALS AND SUPPLI	\$122.66	
202849	04/30/10	03	NATL GEOGRAPHIC SCHO	004	MATERIALS AND SUPPLI	\$53.48	
202850	04/30/10	06	GLENCOE-MACMILLAN/MC	014	TEXTBOOKS	\$1,477.80	
202851	04/30/10	03	DEMCO INC	010	MATERIALS AND SUPPLI	\$149.42	
202854	04/30/10	03	BANG, DAVE ASSOCIATE	025	NON CAPITALIZED EQUI	\$5,000.00	
202855	04/30/10	25-18	BANG, DAVE ASSOCIATE	025	MATERIALS AND SUPPLI	\$3,502.00	
202856	04/30/10	03	BEACH GRASS CAFE	025	MATERIALS AND SUPPLI	\$140.00	
202857	04/30/10	03	DEL MAR BLUE PRINT	013	PRINTING	\$635.11	
202858	04/30/10	06	DELL COMPUTER CORPOR	030	MAT/SUP/EQUIP TECHNO	\$1,124.76	
202859	04/30/10	03	DELL COMPUTER CORPOR	035	A/V CONTRACT	\$2,729.43	
202861	05/03/10	03	BACH COMPANY	013	MATERIALS AND SUPPLI	\$272.89	
202864	05/03/10	03	J AND R KEY HARDWARE	013	MATERIALS AND SUPPLI	\$127.45	
202865	05/03/10	03	SNAP ON TOOLS CORPOR	013	MATERIALS AND SUPPLI	\$931.69	
202866	05/03/10	03	AMAZON.COM	013	MATERIALS AND SUPPLI	\$612.96	
202867	05/03/10	03	STAPLES ADVANTAGE	013	MATERIALS AND SUPPLI	\$53.41	
202868	05/03/10	03	STAPLES ADVANTAGE	013	MATERIALS AND SUPPLI	\$295.40	
202869	05/03/10	03	HISTORY EDUCATION	004	MATERIALS AND SUPPLI	\$119.48	
202870	05/03/10	06	AMAZON.COM	005	MATERIALS AND SUPPLI	\$326.96	
202871	05/03/10	03	AMAZON.COM	004	MATERIALS AND SUPPLI	\$78.81	
202873	05/03/10	06	APPERSON EDUCATION P	004	MATERIALS AND SUPPLI	\$59.03	
202874	05/03/10	06	TURNING TECHNOLOGIES	004	NON CAPITALIZED EQUI	\$4,248.07	
202875	05/03/10	03	EXPRESS PRINT	014	PRINTING	\$2,600.00	
202876	05/03/10	06	HEARLIHY & COMPANY	010	MATERIALS AND SUPPLI	\$1,251.25	
202877	05/03/10	03	A.N.D. TECHNOLOGIES	005	A/V CONTRACT	\$320.81	
202878	05/03/10	03	WILKENS PALM TREES	025	GARDENING SUPPLIES	\$315.38	
202879	05/03/10	03	A B P A	025	DUES AND MEMBERSHIPS	\$75.00	
202880	05/03/10	06	TIME FOR KIDS	012	MATERIALS AND SUPPLI	\$117.89	
202881	05/03/10	06	BARNES & NOBLE BOOKS	012	MATERIALS AND SUPPLI	\$173.78	
202883	05/03/10	03	CINGLETREE LEARNING	006	A/V CONTRACT	\$60.00	
202884	05/03/10	03	RAPHAEL'S PARTY RENT	005	RENTS & LEASES	\$925.00	
202885	05/03/10	03	RAPHAEL'S PARTY RENT	005	RENTS & LEASES	\$4,387.50	
202886	05/03/10	03	INGRAM	010	OTHER BOOKS-LIBRARY	\$329.51	
202887	05/03/10	06	INGRAM	010	MATERIALS AND SUPPLI	\$294.50	
202888	05/03/10	03	ROYAL BUSINESS GROUP	014	MATERIALS AND SUPPLI	\$15.23	
202889	05/03/10	03	FRONTIER FENCE COMPA	025	REPAIRS BY VENDORS	\$840.00	
202890	05/03/10	03	STATE OF CALIFORNIA	025	FEES - ADMISSIONS, T	\$735.00	

PO/BOARD/REPORT

SAN DIEGUITO UNION HIGH
FROM 04/23/10 THRU 05/10/10

3

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT	ITEM 151
202891	05/03/10	03	DELL COMPUTER CORPOR	035	MAT/SUP/EQUIP TECHNO	\$12,379.25	
202892	05/03/10	25-19	SIEMENS INDUSTRY, IN	025	IMPROVEMENT	\$269,200.00	
202893	05/03/10	03	FREDRICKS ELECTRIC I	035	MATERIALS AND SUPPLI	\$231.00	
202894	05/03/10	03	AREY JONES EDUCATION	035	SOFTWARE/DP SUPPLIES	\$807.35	
202896	05/03/10	03	G F I SOFTWARE	035	A/V CONTRACT	\$5,326.56	
202897	05/03/10	03	AMAZON.COM	012	MATERIALS AND SUPPLI	\$324.08	
202898	05/04/10	06	YELLOWSTONE BOYS & G	030	OTHER CONTR-N.P.S.	\$4,264.00	
202899	05/04/10	03	OFFICE DEPOT	013	MATERIALS AND SUPPLI	\$54.32	
202900	05/05/10	06	BUCCIARELLI, BOB AND	030	OTHER SERV.& OPER.EX	\$3,500.00	
202901	05/05/10	03	SAN DIEGUITO UHSD CA	026	MATERIALS AND SUPPLI	\$112.01	
202902	05/05/10	03	SCHOOL SPACE SOLUTIO	003	MATERIALS AND SUPPLI	\$214.67	
202903	05/05/10	03	TROXELL COMMUNICATIO	012	MATERIALS AND SUPPLI	\$487.96	
202904	05/05/10	06	UNITED HEALTH SUPPLI	030	MATERIALS AND SUPPLI	\$39.31	
202905	05/05/10	03	NEXT STEP COLLEGE CO	013	PROF/CONSULT./OPER E	\$300.00	
202907	05/05/10	03	SOUTHWEST SCHOOL/OFF	014	MATERIALS AND SUPPLI	\$136.59	
202908	05/05/10	03	WAXIE SANITARY SUPPL	014	MATERIALS AND SUPPLI	\$638.36	
202909	05/05/10	25-19	DIVISION OF STATE AR	021	LAND IMPROVEMENTS	\$40,531.20	
202910	05/05/10	03	HOME DEPOT	003	MATERIALS AND SUPPLI	\$25.62	
202911	05/05/10	03	STAPLES ADVANTAGE	003	MATERIALS AND SUPPLI	\$59.54	
202912	05/06/10	11	CARMEL VALLEY POOL/R	009	RENTS & LEASES	\$1,598.70	
202913	05/06/10	06	HOUGHTON MIFFLIN, MC	008	MATERIALS AND SUPPLI	\$3,101.65	
202914	05/06/10	06	WRIGHT, BOB & CORINN	030	MEDIATION SETTLEMENT	\$19,500.00	
202915	05/06/10	03/06	EN POINTE TECHNOLOGI	013	A/V CONTRACT	\$6,217.97	
202916	05/06/10	03	AREY JONES EDUCATION	035	MAT/SUP/EQUIP TECHNO	\$2,291.02	
202917	05/06/10	03	RASIX COMPUTER CENTE	026	MATERIALS AND SUPPLI	\$555.54	
202918	05/06/10	03	RASIX COMPUTER CENTE	005	MATERIALS AND SUPPLI	\$227.25	
202919	05/06/10	03	RASIX COMPUTER CENTE	014	MATERIALS AND SUPPLI	\$113.68	
202920	05/06/10	03	RASIX COMPUTER CENTE	012	MATERIALS AND SUPPLI	\$113.10	
202921	05/06/10	03	RASIX COMPUTER CENTE	014	MATERIALS AND SUPPLI	\$113.68	
202922	05/06/10	03	RASIX COMPUTER CENTE	003	MATERIALS AND SUPPLI	\$73.03	
202923	05/06/10	03	RASIX COMPUTER CENTE	003	MATERIALS AND SUPPLI	\$270.45	
202924	05/06/10	06	RASIX COMPUTER CENTE	030	MATERIALS AND SUPPLI	\$184.27	
202925	05/07/10	03	INLAND SPORTS GROUP	012	MATERIALS AND SUPPLI	\$434.46	
202926	05/07/10	03	DELL COMPUTER CORPOR	035	REPAIRS BY VENDORS	\$5,266.68	
202927	05/07/10	03	STAPLES ADVANTAGE	003	MATERIALS AND SUPPLI	\$30.58	
202928	05/07/10	11	EN POINTE TECHNOLOGI	013	A/V CONTRACT	\$2,200.00	
202929	05/07/10	06	AREY JONES EDUCATION	030	MAT/SUP/EQUIP TECHNO	\$4,863.18	
202930	05/07/10	03	SCHOOL SERVICES OF C	022	MATERIALS AND SUPPLI	\$70.20	
202931	05/07/10	03	VIRCO MANUFACTURING	003	MATERIALS AND SUPPLI	\$989.08	
202932	05/07/10	03	PROCURETECH	035	MATERIALS AND SUPPLI	\$1,584.48	
202933	05/07/10	03	WORLD BOOK INC.	035	A/V CONTRACT	\$5,775.00	
202934	05/07/10	03	SIMPLEX-GRINNELL LP	025	REPAIRS BY VENDORS	\$586.44	
202935	05/07/10	03	PATHWAY COMMUNICATIO	012	MATERIALS AND SUPPLI	\$160.69	
202936	05/07/10	03	URBAN TREE CARE, INC	025	OTHER SERV.& OPER.EX	\$610.00	
202937	05/07/10	06	BARNES & NOBLE BOOKS	008	MATERIALS AND SUPPLI	\$130.34	
202938	05/07/10	03	PATHWAY COMMUNICATIO	014	NON CAPITALIZED EQUI	\$4,420.69	
202939	05/10/10	03	RASIX COMPUTER CENTE	012	MATERIALS AND SUPPLI	\$146.05	
202940	05/10/10	03	DELL COMPUTER CORPOR	035	MAT/SUP/EQUIP TECHNO	\$11,247.61	
202941	05/10/10	03	TURNING TECHNOLOGIES	012	NON CAPITALIZED EQUI	\$10,527.67	
202942	05/10/10	03	COSTCO CARLSBAD	014	MATERIALS AND SUPPLI	\$127.10	
202943	05/10/10	03	JS PRINTING, INC	014	PRINTING	\$1,198.52	
700051	04/27/10	03	3M LIBRARY SYSTEM	012	REPAIRS BY VENDORS	\$485.00	
700058	04/27/10	03	AFFORDABLE PRINTER C	035	REPAIRS BY VENDORS	\$134.95	
REPORT TOTAL						\$718,656.51	

ITEM 15I

INSTANT MONEY REPORT FOR THE PERIOD 04/23/10 THROUGH 05/10/10

<i>Check #</i>	<i>Vendor</i>	<i>Amount</i>
10464	MICHAEL'S	\$50.00
10466	US POSTMASTER	\$185.00
	<i>Total</i>	\$235.00

ITEM 15I

Individual Membership Listings
For the Period of April 23, 2010 through May 10, 2010

<u>Staff Member Name</u>	<u>Organization Name</u>	<u>Amount</u>
Johnnie Toler	American Backflow Prevention Association	\$60.00

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: May 11, 2010

BOARD MEETING DATE: May 20, 2010

PREPARED BY: Stephen G. Ma
Associate Superintendent, Business

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: APPROVAL OF PROPOSED NEW BOARD
POLICY 3111 & 3111/AR-1, "BUDGET
RESERVE FUNDS"

EXECUTIVE SUMMARY

The Board reviewed the attached board policies at their meeting on May 4, 2010. Based on Board discussion, staff is presenting the following changes:

- 1) Board Policy - identifies the General Reserve to maintain an amount not less than 4.5% instead of 3%. The minimum combined reserves (General Reserve plus Basic Aid Reserve) remains at 7.5%.
- 2) Administrative Regulation - gives the Board more flexibility to draw on the Basic Aid Reserve, if needed.

RECOMMENDATION:

It is recommended that the Board approve the proposed new board policy 3111 & 3111/AR-1, "Budget Reserve Funds", as shown in the attached supplement.

FUNDING SOURCE:

N/A

BUSINESS

3111

BUDGET RESERVE FUNDS

General Reserve

The district shall maintain a reserve, within the General fund, in an amount of not less than ~~three-four~~ and one-half percent (34.5%) or the amount required by the State of California, ~~whichever is less~~.

Basic Aid Reserve

As a basic aid district, fluctuations in property values as well as the potential for cuts or other legislative action can change the district's revenue outlook, affecting basic aid revenue. In order to offset any such reduction or fluctuations in revenue, the district will maintain a Basic Aid Reserve, within the General fund, in addition to any other reserve fund established by this Board. The Basic Aid Reserve shall be separate from all other funds and shall only be used as specified in this policy.

Basic Aid Reserve may be used only to fund expenses related to changes in enrollment, offsets to decreases in property tax revenue, non-recurring expenses, and ongoing expenses in deficit years. The Basic Aid Reserve shall not be a special reserve fund but rather shall be a component of the ending balance of the district's General fund.

Funding the Basic Aid Reserve

The target minimum funding for the Basic Aid Reserve shall be an amount at least equal to the difference between the property tax revenue received by the district and the base revenue limit allocated to the district by the State of California.

The Superintendent is authorized to develop regulations to implement this policy. This policy may be reviewed by the Board of Trustees at any time. It will be reviewed when the Basic Aid Reserve reaches its target.

As part of the approval of the annual budget, the Board shall consider any proposed use of Basic Aid Reserve Fund principal and income and shall take separate action to approve such uses.

References:

Education Code sections:
42120 et seq.,
42238(h), Basic Aid

Title 5 California Code of Regulations:
5450, Reserve

BUSINESS

3111 / AR-1

BUDGET RESERVE FUNDS

Utilization of Reserve Funds

The amount allocated annually to the Basic Aid Reserve will be equal to fifty percent (50%) of the differential between the district's property tax revenue over the amount of the prior year's property tax revenue. The differential is to be calculated prior to adoption of the annual budget and recalculated and reconciled based on the actual property tax collected for the current fiscal year and the estimate of the property tax revenue for the subsequent fiscal year.

The transfer of funds into the Basic Aid Reserve will take place to the extent that funds are needed to bring the Basic Aid Reserve toward the target amount set forth in board policy 3111.

~~A draw on the Basic Aid Reserve may be made if the following conditions occur which result in a budget shortfall for a given fiscal year:~~

There may be times when the Board may need to draw on the BA reserve for extenuating circumstances or catastrophic occurrences that create a shortfall in the budget. Examples of such events could include:

1. An unexpected increase in enrollment.
2. A decrease in property tax revenue.
3. Loss of additional outside revenue sources.

If there is a need to utilize funds from a reserve, funds from the Basic Aid Reserve fund shall be used before funds from the General reserve fund.

In no event shall the combined unrestricted General Fund reserves (General and Basic Aid) fall below seven and one-half percent (7.5%) in the current fiscal year budget.

San Dieguito Union High School District

INFORMATION FOR BOARD OF TRUSTEES

TO: BOARD OF TRUSTEES

DATE OF REPORT: May 6, 2010

BOARD MEETING DATE: May 20, 2010

PREPARED BY: Russell L. Thornton,
Executive Director of Operations
Stephen G. Ma,
Associate Superintendent, Business

SUBMITTED BY: Ken Noah, Superintendent

SUBJECT: APPROVAL OF PROPOSED REVISION TO
BOARD POLICY #3250/AR-1,
“TRANSPORTATION FEES/HOME-TO-
SCHOOL”

EXECUTIVE SUMMARY

Proposed changes to the above cited regulation went before the Board on May 4, 2010 for review and discussion. Home to School (HTS) transportation has historically been funded by a number of sources including state categorical grants (TIIG and HTS), parent pay, and the district's general fund. In 2009/10, HTS transportation is expected to encroach on the general fund by approximately \$112,000. This encroachment will increase to \$160,000 in 2010/11, and could increase to \$643,000 if the Legislative Analyst Office's recommendation to shift HTS to a Tier III categorical is adopted in the budget. An equivalent cut to basic aid districts is being applied through the "Fair Share" reduction of state categorical grants.

Staff continues to look for different ways to reduce HTS transportation costs in this difficult budget environment. At a minimum, staff is recommending a \$100 increase to the annual transportation fee. This would bring the cost of an annual bus pass to \$600 per student. Multiple student discounts would still be available for those households with more than one student taking district transportation. As the budget picture becomes clearer in 2010/11, staff will continue to consider other measures to improve efficiency and reduce operational costs.

ITEM 17

In preparing an analysis showing the cost of transporting a student by private auto, staff has used certain assumptions, in conjunction with a common *cost of driving calculator* tool. The calculator tool allows for the costs of fuel, mileage, depreciation and insurance. The following assumptions were made:

- 1) A vehicle which averages 25 mpg fuel economy;
- 2) Round trip mileage of 10 miles, travelled 2 times per day for morning drop-off and afternoon pick-up;
- 3) Each car transporting 2 students.

The resulting cost to transport a student by private auto is \$10.10/per day, as compared to a cost of \$3.33/per day, to ride the bus at the proposed new fee, an increase from \$2.78 per day. Based on the 1200 plus bus passes sold for the 2009-10 school year, transporting students by private auto increases the number of cars on the road in the District's school zones, by over 600 vehicles per day, causing a carbon footprint of almost 900,000 pounds of CO2 per year. Additionally, the intangible cost of transportation by private auto most certainly includes student safety and the value of time.

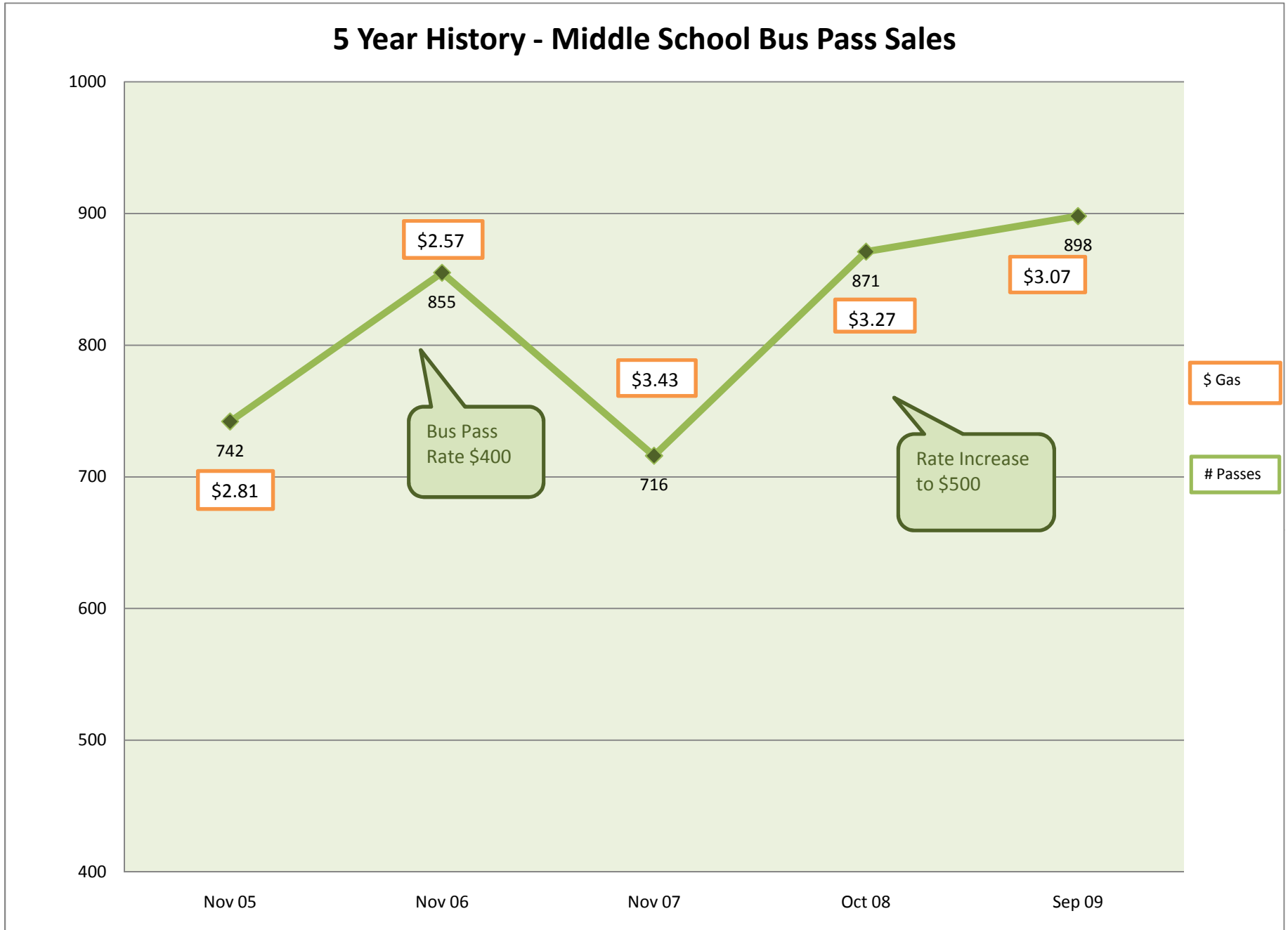
RECOMMENDATION:

It is recommended the Board approve the proposed revision to Board Policy 3250/AR-1, "Transportation Fees/Home-To-School", as shown in the attached supplement.

FUNDING SOURCE:

Not applicable.

ITEM 17



BUSINESS

BP 3250/AR-1

TRANSPORTATION FEES / HOME-TO-SCHOOL

1. Determination of District's Maximum Fee

As specified in Education Code 39807.5, the amount of the actual fee determined by the local governing board shall be no greater than the statewide average non-subsidized cost of providing this transportation to a pupil on a publicly owned or operated transit system as determined by the State Superintendent of Public Instruction, in cooperation with the Department of Transportation. "Non-subsidized cost" means actual operating costs less federal subventions.

The District's maximum fee will be computed according to the formula supplied by the State Superintendent of Public Instruction. This formula will produce the District's average cost per day per pupil and is the maximum amount that may be charged to a parent or guardian.

2. Determination of the Actual Charge to be Levied Against Each Parent or Guardian

The total amount received by the District from combined state aid for transportation and parent fees shall not exceed the actual cost of home to school transportation. The District will determine the amount of local funds expended per pupil per day, based on prior year data.

Except for those parents or guardians exempted in the policy, each parent or guardian of a pupil transported shall be charged according to the following schedule:

	<u>Annual Pass</u>	<u>Semester Pass</u>
Middle Schools	\$500.00 \$600.00	\$250.00 \$300.00
High Schools	\$500.00 \$600.00	\$250.00 \$300.00

No money will be collected on the bus. Passes may be sold at the District's office or other locations designated by the Superintendent.

A duplicate of the student identification card photo will be placed in the bus manifest system. Parents/Guardians may designate daytime contact information on the bus pass application form. This information will also be added to the bus manifest system. Drivers will carry copies of the manifest on the bus for the students they are transporting. The manifest will serve in lieu of bus passes.

BUSINESS

BP 3250/AR-1

3. Determination that Parent or Guardian is "Indigent"

Eligibility for free transportation shall be based on the income eligibility scales used for the free and reduced-price lunch program. At the beginning of the school year and whenever a new student is enrolled, parents/guardians shall receive information about free transportation eligibility standards, application procedures and appeal procedures.

All applications and records related to eligibility for free transportation shall be confidential and open only for purposes directly connected with the free transportation program.

Students receiving free transportation shall not be identified by the use of special passes, tickets, lines, seats or any other means. They shall in no way be treated differently from other students, nor shall their names be published, posted or announced in any manner or used for any purpose other than the transportation program.

4. Attendance Areas

Pupils who are bus riders in the attendance area of one school but live within walking distance of another school may elect to attend the closer school as long as room is available in that school.

5. Discipline

The same rules governing conduct and behavior on the bus, as are now in effect, will be continued. Students with repeated misbehavior may be denied the privilege of riding.

6. Bus Routes and Stops

Bus routes and stops will not be changed solely for the convenience of riders or to increase ridership. The same basis currently in effect for selecting routes and stops will be continued.

7. Families Purchasing Multiple Bus Passes

Families with more than one student attending any school in the district who purchase more than one bus pass per school term shall be entitled to a twenty percent (20%) discount on the second and any subsequent passes purchased during the same school term. The first pass purchased shall be charged at the full rate. Discounts apply only to dependents living in the same household.

San Dieguito Union High School District

Page 2 of 2

Administrative Regulation Issued: September 1, 1983
Administrative Regulation Revised: July 18, 1991
Administrative Regulation Revised: August 19, 1993
Administrative Regulation Revised: November 4, 1993
Administrative Regulation Revised: June 6, 1996
Administrative Regulation Revised: July 15, 1999
Administrative Regulation Revised: May 17, 2001
Administrative Regulation Revised: May 15, 2003
Administrative Regulation Revised: June 2, 2005
Administrative Regulation Revised: June 8, 2006
Administrative Regulation Revised: March 6, 2008
Administrative Regulation Draft: May 20, 2010

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: May 6, 2010

BOARD MEETING DATE: May 20, 2010

PREPARED BY: Terry King
Associate Superintendent, Human Resources

SUBMITTED BY: Ken Noah, Superintendent

SUBJECT: **Layoff and/or Reductions of Hours and/or
Months of Classified Employees/Positions for
Fiscal Year 2010-2011**

EXECUTIVE SUMMARY

Due to the current State budget crisis, the District is forced to make significant budget reductions for 2010-2011. In addition to the budget reductions in certificated and management staffing, reductions will be required in classified services. The attached resolution lists the positions to be eliminated, as well as the positions with reduced work hours/months.

The District has informed CSEA of this situation and is in the process of negotiating impacts and effects of the resulting layoff.

The purpose of this recommended Board action is to initiate the process of deleting and/or reducing the hours/months of the identified positions and ensuring implementation of all layoff rights for the affected incumbents.

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

Attachment

ITEM 18

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:

ITEMS 1 - 13 EFFECTIVE JULY 08, 2010

ITEM 1

01 Accounting Assistant, as follows:

01 positions eliminated 1.0000 FTE 12 mo 01 employee

ITEM 2

01 Accounting Technician, as follows:

01 position eliminated 1.0000 FTE 12 mo 01 employees

ITEM 3

01 Campus Supervisor-HS

01 position reduced from 1.0000 FTE ST
to 0.4875 FTE ST 00 employees

ITEM 4

04 Custodian, as follows:

04 positions eliminated 1.0000 FTE ST+10 03 employees

ITEM 18

ITEM 5

01 Grounds/Maintenance Equipment Operator, as follows:

01 position eliminated 1.0000 FTE 12 months 01 employee

ITEM 6

01 Human Resources Assistant, as follows:

01 position eliminated 1.0000 FTE 12 months 01 employee

ITEM 7

12 Instructional Assistants-Bilingual, as follows:

12 positions eliminated 5.8500 FTE ST 11 employees

ITEM 8

01 Media Tech/Web Tech, as follows:

01 position eliminated 1.0000 FTE 12 months 01 employees

ITEM 9

06 Office Assistant, as follows:

03 positions eliminated 3.0000 FTE ST+10 02 employees

01 position eliminated 0.4875 FTE 11 mo 01 employee

02 positions reduced from 1.0000 FTE ST+10
to 0.4875 FTE ST+10 02 employees

ITEM 10

01 Plumber/Irrigation Specialist, as follows:

01 position eliminated 1.0000 FTE 12 months 00 employee

ITEM 11

05 Secretary, as follows:

01 position reduced from 1.0000 FTE 12 months
to 1.0000 FTE 11 months 01 employee

02 positions reduced from 1.0000 FTE 11.5 mos
to 1.0000 FTE 11.0 mos 02 employees

01 position reduced from 0.4875 FTE ST+10
to 0.2500 FTE ST+10 01 employee

01 position eliminated 0.4875 FTE ST+10 01 employee

ITEM 12

01 Testing Assistant-Bilingual, as follows:

01 position eliminated 1.0000 FTE 12 months 00 employee

ITEM 13

01 Transportation Dispatcher, as follows:

01 position reduced from 1.0000 FTE 12 months
to 0.7500 FTE 12 months 01 employee

ITEM 14

01 Warehouse/Delivery Worker, as follows:

01 position eliminated 1.0000 FTE 12 mo 01 employee

ITEM 18

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 20th day of May 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: May 11, 2010

BOARD MEETING DATE: May 20, 2010

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

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: **SAN DIEGUITO ACADEMY VISUAL AND
PERFORMING ARTS CENTER / BID REVIEW
AND FUNDING OPTIONS / APPROVAL OF
GUARANTEED MAXIMUM PRICE (GMP)**

EXECUTIVE SUMMARY

On Thursday, May 6, bids were opened for the San Dieguito Academy Visual and Performing Arts Center. Bid coverage was excellent in terms of numbers of bidders and quality of bidders.

The bids were packaged to include a large number of items previously owner furnished such as the theater lighting system and tension grid. The October 2008 estimate for construction and owner furnished equipment was \$8.2M. The bids received were \$523K lower at \$7.7M. Although staff had hoped for greater bid savings, Barnhart-Balfour-Beatty felt the depth of the bid coverage represented a very competitive bid climate. It should be noted that the total project cost only decreases from \$9.9M to \$9.6M due to offsetting increases in storm water permitting, DSA inspection, and technology upgrades and connections.

The project was bid with four alternates as a means of isolating items that could be possibly valued engineered (VE) without significantly compromising the intended use and function of the building. These alternates were examined at great lengths with the architect and builder. Staff is recommending the acceptance of the largest VE item, the elimination the pneumatic flexible stage floor to be replaced with a fixed floor and movable seat riser system. John Fisher, the architect / designer, has indicated that different stage configurations are still achievable with the movable riser system; however, more effort and man hours would be required to change layouts. This

ITEM 19

substitution achieves a net savings of \$540K, contributing to an overall decrease in the \$9.6M project cost of \$728K to \$8.8M.

Acceptance of the bids and the recommended value engineering savings will reduce the preliminary guaranteed maximum price (GMP) in the Lease-Leaseback contract from \$8,485,654.00 to a final GMP of \$7,567,887.38.

Current funding sources include:

State – New Construction Grant	\$1,835,637
District match – Mello Roos	\$1,835,637
CTE Grant	\$3,000,000
CTE Loan eligibility	\$3,000,000
San Dieguito Academy Foundation	<u>\$450,000</u>
Total sources	\$10,121,274

Since total funding sources exceed project cost, staff is recommending the reduction of the CTE grant / loan because the loan portion is a financial liability and requires payback from district sources that could be alternatively used for other expenditures. The CTE Grant does require a dollar for dollar match. Staff has identified Fund 19, future GO bond proceeds, or the general fund as repayment sources for the district's portion of the CTE loan.

The CTE loan has been offered to the Foundation as a means (i.e. gap financing) of allowing more time to raise necessary funds. The San Dieguito Academy Foundation has committed to raising \$1M. The Foundation has been requested to collateralize 50% (approximately \$275K) of the shortfall between cash on hand and the \$1M commitment.

With this plan and structure, all funds are available to complete the project. The District is obligated to pay back \$1.6M of the CTE loan. The Foundation is obligated to pay back \$550K of the loan if they have not fund raised the entire \$1M by the completion of the project.

RECOMMENDATION:

It is recommended that the Board approve the guaranteed maximum price for the Lease-Leaseback contract entered into with Barnhart-Balfour-Beatty for the San Dieguito Academy Performing Arts Center project, in the amount of \$7,567,887.38 subject to the District's receipt of acceptable collateral from the San Dieguito Academy Foundation, and authorize Christina Bennett or Stephen G. Ma to execute any and all necessary documents.

FUNDING SOURCE:

Mello Roos, San Dieguito Academy Foundation, State Fund 35-00

Attached: Draft cost analysis

San Dieguito Union High School District
May 13, 2010

DRAFT

ITEM 19

	Budget Estimate October 29, 2008	Bid Results May 10, 2010	
		Entire Project	Base Bid plus Covered Walkways less Wheelchair lift (43,487), Tower (25,038), and Platform (645,289)
Planning			
Architect	\$ 595,680.00	\$ 627,030.00	\$ 627,030.00
Plan Check	\$ 41,050.00	\$ 41,050.00	\$ 41,050.00
Environmental & Geotech	\$ 8,103.00	\$ 8,103.00	\$ 8,103.00
Land Survey	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00
Legal Advertising	\$ 1,420.00	\$ 1,420.00	\$ 1,420.00
Preconstruction Services	\$ 47,073.00	\$ 47,073.00	\$ 47,073.00
subtotal planning	\$ 696,526.00	\$ 727,876.00	\$ 727,876.00
Construction			
Site Development	\$ 292,767.00	included	included
Misc. Low Voltage	\$ 17,978.00	included	included
Construction Est. 10/22/08*	\$ 6,949,729.20	\$ 7,188,736.00	\$ 6,474,922.00
Construction Mgmt Fee	included	\$ 276,085.20	\$ 248,671.00
Insurance	included	\$ 100,642.30	\$ 90,648.91
Bonds	included	\$ 72,893.78	\$ 65,655.71
Labor Compliance	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
subtotal construction	\$ 7,290,474.20	\$ 7,668,357.29	\$ 6,909,897.62
Testing & Inspection	\$ 226,765.00	\$ 326,266.67	\$ 326,266.67
Furniture & Equipment	\$ 973,000.00	\$ 93,930.00	\$ 200,000.00
Contingency 10%	\$ 691,529.00	\$ 763,835.73	\$ 687,989.76
Project Cost	\$ 9,878,294.20	\$ 9,580,265.69	\$ 8,852,030.04
		Bid Savings \$ 523,116.91	VE Savings \$ 758,459.68

*Does not include upgrade to current campus systems, i.e. Safari,
or current permitting, i.e. Storm Water Compliance.

Bid & Value Engineering: \$ 1,281,576.58

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: May 11, 2010

BOARD MEETING DATE: May 20, 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/FINAL
NEGATIVE DECLARATION/SOLAR PANEL
PROJECT AT LA COSTA CANYON HIGH
SCHOOL AND CANYON CREST ACADEMY**

EXECUTIVE SUMMARY

Interested members of the public, the State Office of Planning and Research, and other parties were provided with an initial study and draft negative declaration for the proposed solar project at La Costa Canyon High School and Canyon Crest Academy. The proposed project will entail the construction of carports within existing parking lots for the support of solar panels at the two school sites.

A 30-day review and comment period for the initial study and draft negative declaration was provided under state law. The public review period began on March 22 and ended April 21, 2010. The public notice announcing the availability of the initial study and draft negative declaration was sent to the State Clearinghouse, local agencies, local libraries, and to all property owners adjacent to the project sites. The District also held a public information meeting on April 13, 2010. During the review period, no written comments were received.

Based on the assessment of the initial study and draft negative declaration, the attached Final Negative Declaration has been prepared.

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RECOMMENDATION:

It is recommended that the Board adopt the attached resolution certifying the Final Negative Declaration for the Solar Panel Project at La Costa Canyon High School and Canyon Crest Academy and findings and certifications thereto.

FUNDING SOURCE:

N/A

**RESOLUTION OF THE
BOARD OF TRUSTEES OF THE
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
ADOPTING THE FINAL NEGATIVE DECLARATION FOR
THE SOLAR PANEL PROJECT AT
LA COSTA CANYON HIGH SCHOOL
AND
CANYON CREST ACADEMY**

WHEREAS, the BOARD of TRUSTEES of the SAN DIEGUITO UNION HIGH SCHOOL DISTRICT has received the final Negative Declaration for the proposed solar panel project at La Costa Canyon High School, located in the City of Carlsbad, and Canyon Crest Academy, located in the City of San Diego:

WHEREAS there is a compelling need to reduce the District's reliability on conventional electricity for educational facilities by shifting to renewable energy sources (solar energy), to reduce operating costs and to provide shaded parking for the students and staff, and

WHEREAS, it is the desire and obligation of the SAN DIEGUITO UNION HIGH SCHOOL DISTRICT to provide such a facility for the San Dieguito Union High School District community, and

WHEREAS, the DISTRICT is the lead agency for the construction of such solar facilities, and the DISTRICT has, in its capacity as lead agency, retained the services of a professional consultant to prepare the Negative Declaration, and

WHEREAS, both an Initial Study and draft Negative Declaration has been prepared for the proposed solar panel project and have been submitted for review by interested members of the public, responsible and trustee agencies, the State Office of Planning and Research, and other parties, and a final Negative Declaration prepared, and

WHEREAS, each of the individual members of the BOARD of TRUSTEES has reviewed said final Negative Declaration and the whole record before it, including any and all comments received during public review:

A. Declaration of Review of the Negative Declaration and Certification of Completeness of the Negative Declaration.

NOW THEREFORE BE IT RESOLVED AND FOUND, that it is the determination of the BOARD of TRUSTEES OF THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT (in accordance with Section 15074 of the California

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Code of Regulations), that the final Negative Declaration for the construction of the proposed solar panel project is complete and in compliance with the terms and conditions of the California Environmental Quality Act and is, therefore, adopted as the final environmental document for this project by this Lead Agency.

BE IT FURTHER RESOLVED, that on the basis of the whole record, the BOARD of TRUSTEES of the SAN DIEGUITO UNION HIGH SCHOOL DISTRICT finds that there is NO SUBSTANTIAL EVIDENCE that the proposed construction on the La Costa Canyon High School campus will have a significant impact on the environment.

BE IT FURTHER RESOLVED, that on the basis of the whole record, the BOARD of TRUSTEES of the SAN DIEGUITO UNION HIGH SCHOOL DISTRICT finds that there is NO SUBSTANTIAL EVIDENCE that the proposed construction on the Canyon Crest Academy campus will have a significant impact on the environment.

BE IT FURTHER RESOLVED that on the basis of the whole record, the BOARD of TRUSTEES of the SAN DIEGUITO UNION HIGH SCHOOL DISTRICT finds that construction of the solar panel project on the LA COSTA CANYON HIGH SCHOOL campus as proposed will not have a significant impact on the environment and that no mitigation measures need be adopted.

BE IT FURTHER RESOLVED that on the basis of the whole record, the BOARD of TRUSTEES of the SAN DIEGUITO UNION HIGH SCHOOL DISTRICT finds that construction of the solar panel project on the CANYON CREST ACADEMY campus as proposed will not have a significant impact on the environment and that no mitigation measures need be adopted.

B. Declaration of Independent Judgment and Conclusions

BE IT FURTHER RESOLVED, that the BOARD of TRUSTEES OF THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT, having reviewed the final Negative Declaration, does find that said Negative Declaration reflects the independent judgment of the DISTRICT, acting in its capacity as Lead Agency for the project.

C. Specification of the Location and Custodian of the Agency's Record

BE IT FURTHER RESOLVED by the BOARD of TRUSTEES OF THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT to designate the Associate Superintendent/Business Services as the custodian of the records of this decision.

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BE IT FURTHER RESOLVED to maintain, at the San Dieguito Union High School District offices, at 710 Encinitas Boulevard, Encinitas, California 92024, documents and material constituting the record of all proceedings upon which its decision to adopt this NEGATIVE DECLARATION is based.

PASSED AND ADOPTED by said Governing Board on May 20, 2010, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

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

Secretary of the Board of Trustees

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: May 10, 2010

BOARD MEETING DATE: May 20, 2010

PREPARED BY: Rick Schmitt, Associate Superintendent/Educational Services

SUBMITTED BY: Ken Noah, Superintendent

SUBJECT: Approval of Carl D. Perkins Career Technical Education Application for Funding

EXECUTIVE SUMMARY

Attached is the 2010-11 Career Technical Education Application for Funding. This item was submitted for first reading on May 10, 2010 and is now being resubmitted for approval. The San Dieguito Union High School District will use funds allocated from the Carl D. Perkins Career and Technical Education Improvement Act of 2006, section 131 (\$88,745.00), to supplement CTE Programs in the areas of Instruction, Professional Development, Curriculum Development, Research and Special Populations. Expenditures will include:

- the purchase of technical equipment in the areas of:
 - Arts, Media, and Entertainment – additional computers for SDA and CCA Photo Imaging and Audio Technology programs
 - Engineering and Design – Addition of a network printer for engineering design classes
 - Hospitality, Tourism and Recreation – addition of Culinary Arts Equipment at San Dieguito Academy
- The cost of substitute teachers for district workshops and professional development.
- The purchase of accountability software (yearly renewal)
- The purchase of software and supplies for district CTE programs.

RECOMMENDATION:

This item is being submitted for first read and will be resubmitted for board action on June 3, 2010.

FUNDING SOURCE:

Not applicable.

CALIFORNIA DEPARTMENT OF EDUCATION
Secondary, Career, and Adult Learning Division
CDE 100 (12/09)

DUE DATE: May 1, 2010

**Carl D. Perkins Career and Technical Education Improvement Act of 2006
APPLICATION FOR 2010–11 FUNDING**

Local Educational Agency (LEA): San Dieguito Union High School District	County-District (CD) Code: 37-68346
Address of LEA: 710 Encinitas Blvd., Encinitas, CA 92024	Check Appropriate Box: <input type="checkbox"/> Sec. 112 - State Institutions <input checked="" type="checkbox"/> Sec. 131 - Secondary <input type="checkbox"/> Sec. 132 - Adult/ROCP
Name of LEA Superintendent or Chief Administrator: Ken Noah	
Allocation Amount: \$88,745	Board Approval Date: May 20, 2010
Name of Perkins Coordinator: Juan Manuel Zapata Title: CTE/ROP Coordinator	Telephone Number:(760) 753-7073 Extension: 5105 Fax Number:(760)436-8376 E-mail Address:manuel.zapata@sduhsd.net
Perkins Coordinator's Address (If different from LEA address above):	

CERTIFICATION: I hereby certify that all state and federal rules and regulations will be observed and that the assurances and certifications related to this program are accepted as the conditions in the operation of this program. The funds associated with this application will support the implementation of our 2008–2012 local Career Technical Education (CTE) Plan and provide a program that is of sufficient size, scope, and quality to effectively address the career preparation needs of our students. This funding will supplement state and local CTE funds and improve, enhance, or expand our CTE programs in the 2010–11 school year. I certify that, to the best of my knowledge, the information contained in this application is correct and complete.

Printed Name of Superintendent or Designee: Ken Noah	Title (If not superintendent):
Signature of Superintendent or Designee:	Date:

CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY	
Reviewed and Recommending Approval:	Date:
Final Approval:	Date:

SECTION I SIGN-OFF FORM FOR FEDERAL AND STATE ASSURANCES AND CERTIFICATIONS

This application is a commitment to comply with the following assurances, certifications, terms, and conditions associated with the Carl D. Perkins Career and Technical Education Improvement Act of 2006. A signature on this page confirms that the documents listed below are complete and on file in the agency and that the superintendent or an authorized designee has reviewed the documents and agrees to comply with the assurances, certifications, terms, and conditions.

The general assurances and certification are available on the CDE Web site. See page 12 of the *Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2010–11 Request for Application* for the specific link to each assurance and certification. The complete text of program specific assurance, certification, terms and conditions can be found on pages 25–32 in the *Request for Application*.

- California Department of Education General Assurances (CDE-100A)
- Drug Free Workplace Certification (CDE-100DF)
- U.S. Department of Education Debarment and Suspension (ED 80-0014)
- U.S. Department of Education Lobbying (ED80-0013)
- Perkins IV Assurances and Certifications (CDE 100)
- 2010–11 Grant Conditions

CERTIFICATION: As the duly authorized representative of the local educational agency applying for Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2010–11 funding, I have read the assurances, certifications, terms and conditions associated with this grant and I agree to comply with all requirements as a condition of funding.

Printed Name Juan Manuel Zapata

Title CTE/ROP Coordinator

Signature _____

Date _____

CALIFORNIA DEPARTMENT OF EDUCATION
Secondary, Career, and Adult Learning Division
CDE 100-SP (12/09)

CAREER TECHNICAL EDUCATION APPLICATION
Carl D. Perkins Career and Technical
Education Improvement Act of 2006

SECTION II
SIGN-OFF FORM FOR REPRESENTATIVES OF SPECIAL POPULATIONS

The Carl D. Perkins Career and Technical Education Improvement Act of 2006 requires local educational agencies (LEAs) to implement strategies to overcome barriers that may be lowering special population students' rates of access to or success in career technical education (CTE) programs assisted with the funds. CTE programs must be designed to enable special population students to meet the performance level targets established for the programs. These programs must also provide the activities needed to prepare these students for high-skill, high-wage, or high-demand occupations that lead to self-sufficiency.

This form confirms that the LEA coordinators or administrators responsible for each of the programs associated with special population groups have reviewed and approved the 2010–11 Perkins IV application for funds. Each special population category **must** be signed by the LEA's designated administrator or the certificated representative responsible for that program.

Economically Disadvantaged (Title I Coordinator/Administrator)

Printed Name David Jaffe Title Ex. Director Curric/Instr.

Signature _____ Date _____

Limited English Proficiency (English Learner Coordinator/Administrator)

Printed Name David Jaffe Title Ex. Director Curric/Instr.

Signature _____ Date _____

Disabled (Handicapped) (Special Education Coordinator/Administrator)

Printed Name Cara Schukoske Title Coordinator Special Ed.

Signature _____ Date _____

Single Parent or Single Pregnant Women (Title IX Coordinator/Administrator)

Printed Name Denise Stanley Title Principal, Adult School

Signature _____ Date _____

Gender Equity or Nontraditional Training (Title IX Coordinator/Administrator)

Printed Name Rick Schmitt Title Assoc. Sup. Ed. Services

Signature _____ Date _____

Displaced Homemaker (Title IX Coordinator/Administrator)

Note: Required only on Section 132 (Adult) applications

Printed Name Denise Stanley Title Principal, Adult School

Signature _____ Date _____

**SECTION III: ASSESSMENT OF CAREER TECHNICAL EDUCATION PROGRAMS (CORE INDICATORS)
SECONDARY**

Instructions are on page 19 of the *Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2010–11 Request for Application*.

Secondary (continues on page 5)

Core Indicator	Definition	LEA Level 2007/08	LEA Level 2008/09	State Level 2008/09	90% or more of the State level
1S1 Academic Attainment- Reading/ Language Arts	Numerator: Number of 12 th grade CTE concentrators who have met the proficient or advanced level on the English-language arts portion of the California High School Exit Examination (CAHSEE).	<u>67.78%</u>	<u>84.07%</u>	23.0%	20.7%
	Denominator: Number of 12 th grade CTE concentrators.				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
1S2 Academic Attainment- Mathematics	Numerator: Number of 12 th grade CTE concentrators who have met the proficient or advanced level on the mathematics portion of the CAHSEE.	<u>81.18%</u>	<u>81.86%</u>	22.0%	19.8%
	Denominator: Number of 12 th grade CTE concentrators.				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2S1 Technical Skill Attainment	Numerator: Number of CTE concentrators enrolled in a capstone CTE course who received an “A”, “B”, or “C” grade in the course, or received an industry-recognized certification, or passed an end of program assessment aligned with industry-recognized standards.	<u>57.19%</u>	<u>83.33%</u>	53.0%	47.7%
	Denominator: Number of CTE concentrators enrolled in capstone CTE courses during the reporting year.				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3S1 Secondary School Completion	Numerator: Number of 12 th grade CTE concentrators who earned a high school diploma, or other state-recognized equivalent (including recognized alternative standards for individuals with disabilities).	<u>92.5%</u>	<u>99.29%</u>	85.5%	76.95%
	Denominator: Number of 12 th grade CTE concentrators who left secondary education during the reporting year.				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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Core Indicator	Definition	LEA Level 2007/08	LEA Level 2008/09	State Level 2008/09	90% or more of the State level
<p>4S1 Student Graduation Rate</p>	<p>Numerator: Number of 12th grade CTE concentrators who, in the reporting year, were included as graduated in the states computation of its graduation rate. Denominator: Number of 12th grade CTE concentrators.</p>	<p><u>N/A</u></p>	<p><u>99.29%</u></p>	<p>83.2%</p>	<p>74.88%</p>
					<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5S1 Secondary Placement</p>	<p>Numerator: Number of 12th grade CTE concentrators who left secondary education during the reporting year and entered postsecondary education or advanced training, military service, or employment, as reported on a survey six months following graduation. Denominator: Number of 12th grade CTE concentrators who left secondary education during the reporting year and responded to a follow-up survey.</p>	<p><u>100%</u></p>	<p><u>99.29%</u></p>	<p>78.0%</p>	<p>70.2%</p>
					<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>6S1 Non-traditional Participation</p>	<p>Numerator: Number of CTE participants from underrepresented gender groups who were enrolled in a program sequence that leads to employment in nontraditional fields. Denominator: Number of all CTE participants enrolled in a program sequence that leads to employment in nontraditional fields.</p>	<p><u>76.55%</u></p>	<p><u>39.20%</u></p>	<p>23.0%</p>	<p>20.7%</p>
					<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>6S2 Non-traditional Completion</p>	<p>Numerator: Number of CTE concentrators from underrepresented gender groups enrolled in a capstone CTE course that leads to employment in a nontraditional field who received an “A”, “B”, or “C” grade in the course, or received an industry-recognized certification, or passed an end of program assessment aligned with industry-recognized standards. Denominator: Number of all CTE concentrators enrolled in a capstone CTE course that leads to employment in nontraditional fields.</p>	<p><u>76.44%</u></p>	<p><u>20.72%</u></p>	<p>18.0%</p>	<p>16.2%</p>
					<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>

SECTION III: ASSESSMENT OF CAREER TECHNICAL EDUCATION PROGRAMS (CORE INDICATORS) ADULT

Instructions are on page 19 of the *Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2010–11 Request for Application*.

Core Indicator	Definition	LEA Level 2007/08	LEA Level 2008/09	State Level 2008/09	90% or more of the State level
1A1 Technical Skill Attainment	Numerator: Number of adult CTE concentrators enrolled in a CTE capstone course who passed an end-of-program assessment or earned a competency certificate during the reporting year.	<u>91.13%</u>	<u>74.54%</u>	70.0%	63.0%
	Denominator: Number of adult CTE concentrators enrolled in a CTE capstone course who took an end of program assessment or who were eligible to earn a competency certificate in a CTE program.				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2A1 Credential, Certificate, or Degree	Numerator: Number of adult CTE concentrators enrolled in a CTE capstone course who earned an industry-recognized credential, certificate, degree, or completed a transfer program.	<u>42.17%</u>	<u>61.57%</u>	47.5%	42.75%
	Denominator: Number of adult CTE concentrators who were enrolled in a CTE capstone course.				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4A1 Student Placement	Numerator: Number of adult CTE concentrators who left adult education and enrolled in postsecondary education or advanced training, entered military service, or employment as reported on a survey six months following the program year.	<u>99.00%</u>	<u>99.00%</u>	65.3%	58.73%
	Denominator: Number of adult CTE capstone concentrators who left adult education during the reporting year and responded to a follow-up survey.				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5A1 Non-traditional Participation	Numerator: Number of adult CTE participants from underrepresented gender groups enrolled in a program sequence that leads to employment in nontraditional fields.	<u>30.28%</u>	<u>26.55%</u>	23.0%	20.7%
	Denominator: Number of all adult CTE participants enrolled in a program sequence that leads to the employment in nontraditional fields.				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5A2 Non-traditional Completion	Numerator: Number of adult CTE concentrators from underrepresented gender groups enrolled in a capstone CTE course that leads to employment in nontraditional fields who passed an end-of-program assessment or earned a competency certificate.	<u>25.29%</u>	<u>19.21%</u>	18.0%	16.2%
	Denominator: Number of adult CTE concentrators enrolled in a capstone CTE course that leads to employment in nontraditional fields who took an end of program assessment or who were eligible to earn a competency certificate.				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Program Improvement Form

An LEA that does not reach 90 percent of the state-established performance level for any core indicator must submit this form. Instructions are on page 21 of the *Carl D. Perkins Career and Technical Education Improvement Act 2006, 2010–11 Request for Application*.

EXAMPLE				
Core Indicator: (not meeting 90% level) 6S1	Explanation (Why did the LEA not meet the state-established performance level for this core indicator?): Low numbers of female students enrolled in automotive and building trades programs.		Funding Source to be used to cover expenses: Perkins IV	Amount of funding: \$200
	Strategy to improve performance level (Describe the strategy that will be used to improve the performance level for this core indicator.): Raise awareness among students and staff about non-traditional student participation.	Planned activities (Describe the specific activities that will be employed to achieve the improvement strategy.): 1. Meet with school counselors about non-traditional careers and student enrollment. 2. Produce handouts/brochures for students.		
Core Indicator	Explanation:		Funding source to be used to cover expenses:	Amount of funding:
	Strategy to improve performance level:	Planned activities:		
Core Indicator	Explanation:		Funding source to be used to cover expenses:	Amount of funding:
	Strategy to improve performance level:	Planned activities:		

SECTION IV: PROGRESS REPORT TOWARD IMPLEMENTING THE LOCAL CTE PLAN

The implementation of every LEA's local CTE plan directly affects the implementation of the State CTE Plan. Through the five-year duration of Perkins IV, 2008–2013, LEAs will report on the progress they have made toward implementation of their local CTE plan. This progress report is an opportunity to reflect on the goals outlined in the local CTE plan as well as noting the successes and challenges that occurred during the 2009–10 school year.

Additionally, the LEA should set measurable CTE outcomes for the 2010–11 school year based on what has been learned and the core indicator data reported in Section III.

LEA personnel must respond to the following prompts or questions:

1. In the 2009–10 application (Section IV, question 3), the LEA identified three goals from the local CTE plan on which it would focus during the 2009–10 school year. What progress has the LEA made toward achieving those specific goals? How has the LEA improved, enhanced, or expanded CTE for students during 2009–10?

The following district CTE goals were established for the 2009-10 school year:

1. Develop a district-wide plan for CTE marketing and outreach with a specialist employed on either a volunteer or paid basis.
2. Complete the reconstruction of the district CTE web page.
3. Develop a CTE survey instrument to assess the needs, desires, and outcomes of students enrolled in CTE programs of study.

Progress to date:

1. This goal was completed early during the current school year. We had a marketing specialist both under contract and on a volunteer basis and the following promotional instruments were created:
 - a. District wide CTE brochure (attached to application).
 - b. Digital Media (Flash Drive) capsule of the district CTE programs and opportunities available to all students (attached).
 - c. PowerPoint Presentations outlining district CTE history, present status and future goals.
2. This goal was completed during the current school year. The district website is maintained by the district technology department with input from all the different school site administrators, teachers and the CTE/ROP coordinator. See web page address: http://www.sduhsd.net/parents_students/career-tech-ed.htm.

3. The district has been engaged in preliminary discussions with the University of San Diego to develop the professional CTE survey document. However, current budget limitations have put this activity on hold. We hope to implement the survey as soon as funds become available.

2. During the 2009–10 school year, how has the LEA's CTE Advisory Committee been involved in the ongoing development, implementation, and evaluation of CTE programs?

On December 2nd, 2009 we had our district wide CTE/ROP advisory committee meeting. This event followed the May, 2009 CTE strategic planning event. The December 2nd meeting was a district CTE meeting with break out sections of all of the different industry sectors that we teach in this district. The district CTE/ROP advisory meeting was attended by over 120 people including all district stakeholders and business industry representatives. During this meeting, instructors and business industry representatives evaluated all district CTE/ROP courses and offered their expertise and guidance to ensure that all of our courses meet industry standards and expectations.

The district participated in the county wide perkins 132 advisory meeting held on the Spring of 2009 and will participate in the forthcoming perkins 132 meeting on April 28, 2010. In that meeting students from the targeted programs participate with staff in the development of the goals for student achievement, specially for the special population students.

3. What is the status of Career Technical Student Organizations (CTSOs) in the LEA's CTE programs? How has the LEA embedded leadership development in all CTE courses?

At the secondary level, there is an active HOSA (Health Occupation Students of America) and Skills USA chapter. Additionally the district supports a FIRST robotics team that participates in local and national competitions. Adult welding students work with the FIRST robotics team as mentors and many participate in the AWS (American Welding Society) San Diego Chapter activities. At the adult level, the ROP competencies contain a leadership component and leadership activities are embeded in the course outline of each program offered. In addition, students operate the student TV media productions at each of the high school site CTE programs. Students also perform the technical aspects of the Drama, Visual & Performing Arts Industry sectors, including Digital Music and Recording Arts.

4. Identify at least three measurable outcomes from the local CTE plan on which the LEA will focus in 2010–11.
 1. Complete the process in which all CTE programs of study have one or more of the following attributes:
 - A. Community college articulation agreements
 - B. University of California A-G credit
 - C. Industry certification for students completing the program
 2. Complete the first phase of the district Health Science and Medical Technology career sequence (Bio Tech Research). Begin phase two of the district Health Science and Medical Technology career sequence planning (Bio Tech Manufacturing).
 3. Begin planning for a Professional Culinary Arts Facility at San Dieguito Academy. This was a recommendation from the December 2nd district CTE/ROP Advisory meeting. In the future, we would like to open this facility as an evening adult program serving the local hospitality industry sector.

SECTION V: SEQUENCE OF COURSES TO BE FUNDED WITH PERKINS IV IN 2010–11

Instructions are on page 22 of the *Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2010–11 Request for Application*

Only sequences of courses identified in the LEA's approved Local CTE Plan, added or modified in the 2009–10 application, or submitted in Section VII (Local CTE Plan Update) of this application can be supported by Perkins IV funds.

Industry Sector	Career Pathway	School Site Where the Sequence Is Offered	Amount of Perkins Funding Allocated to this Sequence	Page # in Local CTE Plan
Arts Media and Entertainment	Media and Design Arts	Canyon Crest Academy and San Dieguito Academy	\$23,000	28-29
Engineering and Design	Engineering Technology	La Costa Canyon High School and Canyon Crest Academy	\$14,000	30-31
Arts, Media and Entertainment	Performing Arts Media and Design Arts	Canyon Crest Academy	\$7,500	28-29
Hospitality, Tourism and Recreation	Food Service & Hospitality	San Dieguito Academy	\$27,000	38-39

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CALIFORNIA DEPARTMENT OF EDUCATION
Secondary, Career, and Adult Learning Division
CDE 101-A (10/09)

SECTION VI
BUDGET AND EXPENDITURE SCHEDULE
2010–11

CAREER TECHNICAL EDUCATION APPLICATION
Carl D. Perkins Career and Technical
Education Improvement Act of 2006

Local Educational Agency (LEA): San Dieguito Union High School District

CD Code: 37-68346

Authorized Signature: _____

Total Allocation: **Indirect Cost Rate (percent):** **Select One**
 ORIGINAL BUDGET
 END-OF-YEAR CLAIM

Funding Source and Purpose:
 Section 112 State Institutions
 Section 131 Secondary
 Section 132 ROCP and Adult

Object Code and Budget Category	(A) Instruction (Including Career Technical Student Organizations)	(B) Professional Development	(C) Curriculum Development	(D) Transportation and Child Care for Economically Disadvantaged Participants	(E) Special Populations Services	(F) Research Evaluation and Data Development	(G) Career and Academic Guidance and Counseling for Students Participating in CTE Programs	(H) Administration or Indirect Costs	(I) Total
Percentage of grant expenditures allowed	At least 85% of the grant must be spent in these areas						Not to exceed 10% of total expenditure	Not to exceed 5% of total expenditure	
1000	Certificated Salaries	\$10,500	\$2,883						\$13,383
2000	Classified Salaries								
3000	Employee Benefits								
4000	Books/Supplies	\$64,700							\$64,700
5000	Services/ Operating Expenses					\$1,000			\$1,000
6000	Capital Outlay	\$7,000							\$7000
7000	Indirect Costs							\$2,662	\$2662
	Total	\$71,700	\$10,500	\$2,883		\$1,000		\$2,662	\$88,745

Instructions are on page 22 of the *Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2010–11 Request for Application*.

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	Subtotal for 5000 category	\$1,000
6000 A (Instruction)	Capital Outlay (list items below): Single Deck Oven for Culinary Arts Program at San Dieguito	\$7,000
	Subtotal for 6000 category	\$7,000
7000	Indirect Costs @ 3% (minus capital outlay)	\$2,662
	GRAND TOTAL	\$88,745

SECTION VII: LOCAL CTE PLAN UPDATE

Applicants may update their local CTE plans annually, if necessary. This is a good time to review local CTE plan benchmarks and make adjustments to reflect progress or additions to the CTE program. This is particularly important if:

- New courses have been added to an existing program sequence.
- New sequences of courses have been developed for an existing industry sector.
- A new industry sector and the corresponding sequences of courses have been developed.

If Perkins IV funds will be used to support any new industry sectors or courses not included in the original Local CTE Plan, or submitted with the 2009–10 application and approved by the CDE, a new sequence of courses worksheet must be completed. Go to the CDE Perkins Forms and Files Web page at <http://www.cde.ca.gov/ci/ct/pk/forms.asp> and download the Sequence of Courses Worksheet from the Local CTE Plan Forms.

Other updates to the local CTE plan can be submitted in narrative form with a reference to the Local CTE Plan chapter, section, and question.

During the December 2nd CTE/ROP advisory meeting, advisory members suggested to combine goals 2 & 3 in the local CTE plan (2010-11 school year) and add the goal of planning a new Culinary Arts facility for the 2010-11 school year. The new goal added to the 2010-11 local CTE plan is the following:

- Begin planning for a Professional Culinary Arts Facility at SDA. This was a recommendation from the Dec. 2nd district wide CTE/ROP meeting. In the future we would like to open this facility as an evening adult program serving the local hospitality industry sector.

Outcome: Show 3-5% percent growth in the number of students completing the capstone course and entering the job market and/or community college culinary arts program.

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: May 10, 2010

BOARD MEETING DATE: May 20, 2010

PREPARED BY: Rick Schmitt, Associate Superintendent/Educational Services

SUBMITTED BY: Ken Noah, Superintendent

SUBJECT: **Approval of Carl D. Perkins Career Technical Education Application for Funding**

EXECUTIVE SUMMARY

Attached is the 2010-11 Career Technical Education Application for Funding. This item was submitted for first reading on May 10, 2010 and is now being resubmitted for approval. The San Dieguito Union High School District will use funds allocated from the Carl D. Perkins Career and Technical Education Improvement Act of 2006, section 132 (\$6,162.00), to supplement CTE Programs in the areas of Instruction, Professional Development, Curriculum Development, Research and Special Populations. Expenditures will include:

- The cost of two evening ROP instructional assistants for the following programs:
 - Computer Applications VESL (Vocational ESL)
 - Welding and Metals Fabrication

RECOMMENDATION:

This item is being submitted for first read and will be resubmitted for board action on June 3, 2010.

FUNDING SOURCE:

Not applicable.

CALIFORNIA DEPARTMENT OF EDUCATION
Secondary, Career, and Adult Learning Division
CDE 100 (12/09)

DUE DATE: May 1, 2010

**Carl D. Perkins Career and Technical Education Improvement Act of 2006
APPLICATION FOR 2010–11 FUNDING**

Local Educational Agency (LEA): San Dieguito Union High School District	County-District (CD) Code: 37-68346
Address of LEA: 710 Encinitas Blvd., Encinitas, CA 92024	Check Appropriate Box: <input type="checkbox"/> Sec. 112 - State Institutions <input type="checkbox"/> Sec. 131 - Secondary <input checked="" type="checkbox"/> Sec. 132 - Adult/ROCP
Name of LEA Superintendent or Chief Administrator: Ken Noah	
Allocation Amount: \$ 6, 162	Board Approval Date: May 20, 2010
Name of Perkins Coordinator: Juan Manuel Zapata Title: CTE/ROP Coordinator	Telephone Number:(760) 753-7073 Extension: 5105 Fax Number:(760)436-8376 E-mail Address:manuel.zapata@sduhsd.net
Perkins Coordinator's Address (If different from LEA address above):	

CERTIFICATION: I hereby certify that all state and federal rules and regulations will be observed and that the assurances and certifications related to this program are accepted as the conditions in the operation of this program. The funds associated with this application will support the implementation of our 2008–2012 local Career Technical Education (CTE) Plan and provide a program that is of sufficient size, scope, and quality to effectively address the career preparation needs of our students. This funding will supplement state and local CTE funds and improve, enhance, or expand our CTE programs in the 2010–11 school year. I certify that, to the best of my knowledge, the information contained in this application is correct and complete.

Printed Name of Superintendent or Designee: Ken Noah	Title (If not superintendent):
Signature of Superintendent or Designee:	Date:

CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY	
Reviewed and Recommending Approval:	Date:
Final Approval:	Date:

SECTION I SIGN-OFF FORM FOR FEDERAL AND STATE ASSURANCES AND CERTIFICATIONS

This application is a commitment to comply with the following assurances, certifications, terms, and conditions associated with the Carl D. Perkins Career and Technical Education Improvement Act of 2006. A signature on this page confirms that the documents listed below are complete and on file in the agency and that the superintendent or an authorized designee has reviewed the documents and agrees to comply with the assurances, certifications, terms, and conditions.

The general assurances and certification are available on the CDE Web site. See page 12 of the *Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2010–11 Request for Application* for the specific link to each assurance and certification. The complete text of program specific assurance, certification, terms and conditions can be found on pages 25–32 in the *Request for Application*.

- California Department of Education General Assurances (CDE-100A)
- Drug Free Workplace Certification (CDE-100DF)
- U.S. Department of Education Debarment and Suspension (ED 80-0014)
- U.S. Department of Education Lobbying (ED80-0013)
- Perkins IV Assurances and Certifications (CDE 100)
- 2010–11 Grant Conditions

CERTIFICATION: As the duly authorized representative of the local educational agency applying for Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2010–11 funding, I have read the assurances, certifications, terms and conditions associated with this grant and I agree to comply with all requirements as a condition of funding.

Printed Name Juan Manuel Zapata

Title CTE/ROP Coordinator

Signature _____

Date _____

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CALIFORNIA DEPARTMENT OF EDUCATION
Secondary, Career, and Adult Learning Division
CDE 100-SP (12/09)

CAREER TECHNICAL EDUCATION APPLICATION
Carl D. Perkins Career and Technical
Education Improvement Act of 2006

SECTION II
SIGN-OFF FORM FOR REPRESENTATIVES OF SPECIAL POPULATIONS

The Carl D. Perkins Career and Technical Education Improvement Act of 2006 requires local educational agencies (LEAs) to implement strategies to overcome barriers that may be lowering special population students' rates of access to or success in career technical education (CTE) programs assisted with the funds. CTE programs must be designed to enable special population students to meet the performance level targets established for the programs. These programs must also provide the activities needed to prepare these students for high-skill, high-wage, or high-demand occupations that lead to self-sufficiency.

This form confirms that the LEA coordinators or administrators responsible for each of the programs associated with special population groups have reviewed and approved the 2010–11 Perkins IV application for funds. Each special population category **must** be signed by the LEA's designated administrator or the certificated representative responsible for that program.

Economically Disadvantaged (Title I Coordinator/Administrator)

Printed Name David Jaffe Title Ex. Director Curric/Instr.
Signature _____ Date _____

Limited English Proficiency (English Learner Coordinator/Administrator)

Printed Name David Jaffe Title Ex. Director Curric/Instr.
Signature _____ Date _____

Disabled (Handicapped) (Special Education Coordinator/Administrator)

Printed Name Cara Schukoske Title Coordinator Special Ed.
Signature _____ Date _____

Single Parent or Single Pregnant Women (Title IX Coordinator/Administrator)

Printed Name Denise Stanley Title Principal, Adult School
Signature _____ Date _____

Gender Equity or Nontraditional Training (Title IX Coordinator/Administrator)

Printed Name Rick Schmitt Title Assoc. Sup. Ed. Services
Signature _____ Date _____

Displaced Homemaker (Title IX Coordinator/Administrator)

Note: Required only on Section 132 (Adult) applications

Printed Name Denise Stanley Title Principal, Adult School
Signature _____ Date _____

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**SECTION III: ASSESSMENT OF CAREER TECHNICAL EDUCATION PROGRAMS (CORE INDICATORS)
SECONDARY**

Instructions are on page 19 of the *Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2010–11 Request for Application*.

Secondary (continues on page 5)

Core Indicator	Definition	LEA Level 2007/08	LEA Level 2008/09	State Level 2008/09	90% or more of the State level
1S1 Academic Attainment- Reading/ Language Arts	Numerator: Number of 12 th grade CTE concentrators who have met the proficient or advanced level on the English-language arts portion of the California High School Exit Examination (CAHSEE). Denominator: Number of 12 th grade CTE concentrators.	<u>67.78%</u>	<u>84.07%</u>	23.0%	20.7%
					<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
1S2 Academic Attainment- Mathematics	Numerator: Number of 12 th grade CTE concentrators who have met the proficient or advanced level on the mathematics portion of the CAHSEE. Denominator: Number of 12 th grade CTE concentrators.	<u>81.18%</u>	<u>81.86%</u>	22.0%	19.8%
					<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2S1 Technical Skill Attainment	Numerator: Number of CTE concentrators enrolled in a capstone CTE course who received an “A”, “B”, or “C” grade in the course, or received an industry-recognized certification, or passed an end of program assessment aligned with industry-recognized standards. Denominator: Number of CTE concentrators enrolled in capstone CTE courses during the reporting year.	<u>57.19%</u>	<u>83.33%</u>	53.0%	47.7%
					<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3S1 Secondary School Completion	Numerator: Number of 12 th grade CTE concentrators who earned a high school diploma, or other state-recognized equivalent (including recognized alternative standards for individuals with disabilities). Denominator: Number of 12 th grade CTE concentrators who left secondary education during the reporting year.	<u>92.5%</u>	<u>99.29%</u>	85.5%	76.95%
					<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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Core Indicator	Definition	LEA Level 2007/08	LEA Level 2008/09	State Level 2008/09	90% or more of the State level
<p>4S1 Student Graduation Rate</p>	<p>Numerator: Number of 12th grade CTE concentrators who, in the reporting year, were included as graduated in the states computation of its graduation rate. Denominator: Number of 12th grade CTE concentrators.</p>	<p><u>N/A</u></p>	<p><u>99.29%</u></p>	<p>83.2%</p>	<p>74.88%</p>
					<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5S1 Secondary Placement</p>	<p>Numerator: Number of 12th grade CTE concentrators who left secondary education during the reporting year and entered postsecondary education or advanced training, military service, or employment, as reported on a survey six months following graduation. Denominator: Number of 12th grade CTE concentrators who left secondary education during the reporting year and responded to a follow-up survey.</p>	<p><u>100%</u></p>	<p><u>99.29%</u></p>	<p>78.0%</p>	<p>70.2%</p>
					<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>6S1 Non-traditional Participation</p>	<p>Numerator: Number of CTE participants from underrepresented gender groups who were enrolled in a program sequence that leads to employment in nontraditional fields. Denominator: Number of all CTE participants enrolled in a program sequence that leads to employment in nontraditional fields.</p>	<p><u>76.55%</u></p>	<p><u>39.20%</u></p>	<p>23.0%</p>	<p>20.7%</p>
					<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>6S2 Non-traditional Completion</p>	<p>Numerator: Number of CTE concentrators from underrepresented gender groups enrolled in a capstone CTE course that leads to employment in a nontraditional field who received an “A”, “B”, or “C” grade in the course, or received an industry-recognized certification, or passed an end of program assessment aligned with industry-recognized standards. Denominator: Number of all CTE concentrators enrolled in a capstone CTE course that leads to employment in nontraditional fields.</p>	<p><u>76.44%</u></p>	<p><u>20.72%</u></p>	<p>18.0%</p>	<p>16.2%</p>
					<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>

**SECTION III: ASSESSMENT OF CAREER TECHNICAL EDUCATION PROGRAMS (CORE INDICATORS)
ADULT**

Instructions are on page 19 of the *Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2010–11 Request for Application*.

Core Indicator	Definition	LEA Level 2007/08	LEA Level 2008/09	State Level 2008/09	90% or more of the State level
1A1 Technical Skill Attainment	Numerator: Number of adult CTE concentrators enrolled in a CTE capstone course who passed an end-of-program assessment or earned a competency certificate during the reporting year.	_____%	_____%	70.0%	63.0%
	Denominator: Number of adult CTE concentrators enrolled in a CTE capstone course who took an end of program assessment or who were eligible to earn a competency certificate in a CTE program.				<input type="checkbox"/> Yes <input type="checkbox"/> No
2A1 Credential, Certificate, or Degree	Numerator: Number of adult CTE concentrators enrolled in a CTE capstone course who earned an industry-recognized credential, certificate, degree, or completed a transfer program.	_____%	_____%	47.5%	42.75%
	Denominator: Number of adult CTE concentrators who were enrolled in a CTE capstone course.				<input type="checkbox"/> Yes <input type="checkbox"/> No
4A1 Student Placement	Numerator: Number of adult CTE concentrators who left adult education and enrolled in postsecondary education or advanced training, entered military service, or employment as reported on a survey six months following the program year.	_____%	_____%	65.3%	58.73%
	Denominator: Number of adult CTE capstone concentrators who left adult education during the reporting year and responded to a follow-up survey.				<input type="checkbox"/> Yes <input type="checkbox"/> No
5A1 Non-traditional Participation	Numerator: Number of adult CTE participants from underrepresented gender groups enrolled in a program sequence that leads to employment in nontraditional fields.	_____%	_____%	23.0%	20.7%
	Denominator: Number of all adult CTE participants enrolled in a program sequence that leads to the employment in nontraditional fields.				<input type="checkbox"/> Yes <input type="checkbox"/> No
5A2 Non-traditional Completion	Numerator: Number of adult CTE concentrators from underrepresented gender groups enrolled in a capstone CTE course that leads to employment in nontraditional fields who passed an end-of-program assessment or earned a competency certificate.	_____%	_____%	18.0%	16.2%
	Denominator: Number of adult CTE concentrators enrolled in a capstone CTE course that leads to employment in nontraditional fields who took an end of program assessment or who were eligible to earn a competency certificate.				<input type="checkbox"/> Yes <input type="checkbox"/> No

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Program Improvement Form

An LEA that does not reach 90 percent of the state-established performance level for any core indicator must submit this form. Instructions are on page 21 of the *Carl D. Perkins Career and Technical Education Improvement Act 2006, 2010–11 Request for Application*.

EXAMPLE				
Core Indicator: (not meeting 90% level) 6S1	Explanation (Why did the LEA not meet the state-established performance level for this core indicator?): Low numbers of female students enrolled in automotive and building trades programs.		Funding Source to be used to cover expenses: Perkins IV	Amount of funding: \$200
	Strategy to improve performance level (Describe the strategy that will be used to improve the performance level for this core indicator.): Raise awareness among students and staff about non-traditional student participation.	Planned activities (Describe the specific activities that will be employed to achieve the improvement strategy.): 1. Meet with school counselors about non-traditional careers and student enrollment. 2. Produce handouts/brochures for students.		
Core Indicator	Explanation:		Funding source to be used to cover expenses:	Amount of funding:
	Strategy to improve performance level:	Planned activities:		
Core Indicator	Explanation:		Funding source to be used to cover expenses:	Amount of funding:
	Strategy to improve performance level:	Planned activities:		

SECTION IV: PROGRESS REPORT TOWARD IMPLEMENTING THE LOCAL CTE PLAN

The implementation of every LEA's local CTE plan directly affects the implementation of the State CTE Plan. Through the five-year duration of Perkins IV, 2008–2013, LEAs will report on the progress they have made toward implementation of their local CTE plan. This progress report is an opportunity to reflect on the goals outlined in the local CTE plan as well as noting the successes and challenges that occurred during the 2009–10 school year.

Additionally, the LEA should set measurable CTE outcomes for the 2010–11 school year based on what has been learned and the core indicator data reported in Section III.

LEA personnel must respond to the following prompts or questions:

1. In the 2009–10 application (Section IV, question 3), the LEA identified three goals from the local CTE plan on which it would focus during the 2009–10 school year. What progress has the LEA made toward achieving those specific goals? How has the LEA improved, enhanced, or expanded CTE for students during 2009–10?

The following district CTE goals were established for the 2009-10 school year:

1. Develop a district-wide plan for CTE marketing and outreach with a specialist employed on either a volunteer or paid basis.
2. Complete the reconstruction of the district CTE web page.
3. Develop a CTE survey instrument to assess the needs, desires, and outcomes of students enrolled in CTE programs of study.

Progress to date:

1. This goal was completed early during the current school year. We had a marketing specialist both under contract and on a volunteer basis and the following promotional instruments were created:
 - a. District wide CTE brochure
 - b. Digital Media (Flash Drive) capsule of the district CTE programs and opportunities available to all students.
 - c. PowerPoint Presentations outlining district CTE history, present status and future goals.
2. This goal was completed during the current school year. The district website is maintained by the district technology department with input from all the different school site administrators, teachers and the CTE/ROP coordinator. See web page address: http://www.sduhsd.net/parents_students/career-tech-ed.htm.

ITEM 22

3. The district has been engaged in preliminary discussions with the University of San Diego to develop the professional CTE survey document. However, current budget limitations have put this activity on hold. We hope to implement the survey as soon as funds become available.

2. During the 2009–10 school year, how has the LEA's CTE Advisory Committee been involved in the ongoing development, implementation, and evaluation of CTE programs?

On December 2nd, 2009 we had our district wide CTE/ROP advisory committee meeting. This event followed the May, 2009 CTE strategic planning event. The December 2nd meeting was a district CTE meeting with break out sections of all of the different industry sectors that we teach in this district. The district CTE/ROP advisory meeting was attended by over 120 people including all district stakeholders and business industry representatives. During this meeting, instructors and business industry representatives evaluated all district CTE/ROP courses and offered their expertise and guidance to ensure that all of our courses meet industry standards and expectations.

The district participated in the county wide Perkins 132 advisory meeting held on the Spring of 2009 and will participate in the forthcoming Perkins 132 meeting on April 28, 2010. In that meeting students from the targeted programs participate with staff in the development of the goals for student achievement, specially for the special population students.

3. What is the status of Career Technical Student Organizations (CTSOs) in the LEA's CTE programs? How has the LEA embedded leadership development in all CTE courses?

At the secondary level, there is an active HOSA (Health Occupation Students of America) and Skills USA chapter. Additionally the district supports a FIRST robotics team that participates in local and national competitions. Adult welding students work with the FIRST robotics team as mentors and many participate in the AWS (American Welding Society) San Diego Chapter activities. At the adult level, the ROP competencies contain a leadership component and leadership activities are embedded in the course outline of each program offered.

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4. Identify at least three measurable outcomes from the local CTE plan on which the LEA will focus in 2010–11.
 1. Complete the process in which all CTE programs of study have one or more of the following attributes:
 - A. Community college articulation agreements
 - B. University of California A-G credit
 - C. Industry certification for students completing the program
 2. Complete the first phase of the district Health Science and Medical Technology career sequence (Bio Tech Research). Begin phase two of the district Health Science and Medical Technology career sequence planning (Bio Tech Manufacturing).
 3. Begin planning for a Professional Culinary Arts Facility at San Dieguito Academy. This was a recommendation from the December 2nd district CTE/ROP Advisory meeting. In the future, we would like to open this facility as an evening adult program serving the local hospitality industry sector.

SECTION V: SEQUENCE OF COURSES TO BE FUNDED WITH PERKINS IV IN 2010–11

Instructions are on page 22 of the *Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2010–11 Request for Application*

Only sequences of courses identified in the LEA’s approved Local CTE Plan, added or modified in the 2009–10 application, or submitted in Section VII (Local CTE Plan Update) of this application can be supported by Perkins IV funds.

Industry Sector	Career Pathway	School Site Where the Sequence Is Offered	Amount of Perkins Funding Allocated to this Sequence	Page # in Local CTE Plan
Information Technology	Information Support and Services	San Dieguito Academy	\$2603	29
Manufacturing and Product Development	Welding Technology	San Dieguito Academy	\$2603	30

SECTION VI
BUDGET AND EXPENDITURE SCHEDULE
2010–11

Local Educational Agency (LEA): San Dieguito Union High School District

CD Code: 37-68346

Authorized Signature: _____

Total Allocation: **Indirect Cost Rate (percent):**

Select One
 ORIGINAL BUDGET
 END-OF-YEAR CLAIM

Funding Source and Purpose:
 Section 112 State Institutions
 Section 131 Secondary
 Section 132 ROCP and Adult

Object Code and Budget Category	(A) Instruction (Including Career Technical Student Organizations)	(B) Professional Development	(C) Curriculum Development	(D) Transportation and Child Care for Economically Disadvantaged Participants	(E) Special Populations Services	(F) Research Evaluation and Data Development	(G) Career and Academic Guidance and Counseling for Students Participating in CTE Programs	(H) Administration or Indirect Costs	(I) Total
Percentage of grant expenditures allowed	At least 85% of the grant must be spent in these areas						Not to exceed 10% of total expenditure	Not to exceed 5% of total expenditure	
1000	Certificated Salaries							\$185	\$185
2000	Classified Salaries	\$5206							\$5206
3000	Employee Benefits	\$771							\$771
4000	Books/Supplies								
5000	Services/ Operating Expenses								
6000	Capital Outlay								
7000	Indirect Costs							\$185	
	Total	\$5977						\$185	\$6,162

Instructions are on page 22 of the *Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2010–11 Request for Application*.

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SECTION VI: Budget Narrative

Instructions are on page 24 of the *Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2010–11 Request for Application*. See Appendix B, Sample Perkins IV Budget Narrative, to comprehend the level of detail required in the budget narrative.

OBJECT #	EXPENDITURE DESCRIPTION	AMOUNT
1000	Certificated Salaries	
	Subtotal for 1000 category	
2000	Classified Salaries Two instructional aides in adult Computer Applications program. Two instructional aides in adult Welding/Metal Fabrication program	\$5,206
	Subtotal for 2000 category	
3000	Benefits <ul style="list-style-type: none"> ▪ Certificated allocation: ▪ Classified allocation: Benefits for Instructional aides 	\$771
	Subtotal for 3000 category	
4000	Books and Supplies	
	Non-capitalized Equipment	
	Subtotal for 4000 category	
5000	Services and other operating expenditures:	
	Travel and Conferences	
	Subtotal for 5000 category	
6000	Capital Outlay (list items below)	
	Subtotal for 6000 category	
7000	Indirect Costs @ 3% (minus capital outlay)	\$185
	GRAND TOTAL	\$6,162

SECTION VII: LOCAL CTE PLAN UPDATE

Applicants may update their local CTE plans annually, if necessary. This is a good time to review local CTE plan benchmarks and make adjustments to reflect progress or additions to the CTE program. This is particularly important if:

- New courses have been added to an existing program sequence.
- New sequences of courses have been developed for an existing industry sector.
- A new industry sector and the corresponding sequences of courses have been developed.

If Perkins IV funds will be used to support any new industry sectors or courses not included in the original Local CTE Plan, or submitted with the 2009–10 application and approved by the CDE, a new sequence of courses worksheet must be completed. Go to the CDE Perkins Forms and Files Web page at <http://www.cde.ca.gov/ci/ct/pk/forms.asp> and download the Sequence of Courses Worksheet from the Local CTE Plan Forms.

Other updates to the local CTE plan can be submitted in narrative form with a reference to the Local CTE Plan chapter, section, and question.

During the December 2nd CTE/ROP advisory meeting, advisory members suggested to combine goals 2 & 3 in the local CTE plan (2010-11 school year) and add the goal of planning a new Culinary Arts facility for the 2010-11 school year. The new goal added to the 2010-11 local CTE plan is the following:

- Begin planning for a Professional Culinary Arts Facility at SDA. This was a recommendation from the Dec. 2nd district wide CTE/ROP meeting. In the future we would like to open this facility as an evening adult program serving the local hospitality industry sector.

Outcome: Show 3-5% percent growth in the number of students completing the capstone course and entering the job market and/or community college culinary arts program.

ITEM 23

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: May 5, 2010

BOARD MEETING DATE: May 20, 2010

PREPARED BY: Rick Schmitt
Associate Superintendent/Educational Services

SUBMITTED BY: Ken Noah, Superintendent

SUBJECT: Uniform Complaint Report

EXECUTIVE SUMMARY

State law requires school districts to submit reports to the San Diego County Office of Education (SDCOE) and the district governing board on the number of complaints each district has received related to instructional materials, emergency facilities issues, and teacher vacancies and misassignments.

Attached is the report through March, 2010, inclusive.

RECOMMENDATION:

Approval of the attached Uniform Complaint Report is recommended.

FUNDING SOURCE:

Not applicable.

SDCOE Uniform Complaint Quarterly Reports Database

Williams and Valenzuela Settlements

You are Logged on with District access.

User ID: 68346 Found 22 records.

Year and Quarter	Instructional Materials			Facilities			Teacher Vacancy Misassignment			CAHSEE Intensive Instruction			Totals			Locked
	Received	Resolved	Unresolved	Received	Resolved	Unresolved	Received	Resolved	Unresolved	Received	Resolved	Unresolved	Received	Resolved	Unresolved	
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2005 1st Qtr Jan-Mar	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Yes
2005 2nd Qtr Apr-Jun	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Yes
2005 3rd Qtr Jul-Sep	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Yes
2005 4th Qtr Oct-Dec	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Yes
2006 1st Qtr Jan-Mar	0	0	0	0	0	0	2	2	0	0	0	0	2	2	0	Yes
2006 2nd Qtr Apr-Jun	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Yes
2006 3rd Qtr Jul-Sep	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Yes
2006 4th Qtr Oct-Dec	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Yes
2007 1st Qtr Jan-Mar	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Yes
2007 2nd Qtr Apr-Jun	1	1	0	1	1	0	0	0	0	0	0	0	2	2	0	Yes
2007-08 1st Qtr Jul-Sep	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Yes
2007-08 2nd Qtr Oct-Dec	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Yes

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: May 13, 2010

BOARD MEETING DATE: May 20, 2010

PREPARED BY: Terry King
Associate Superintendent/Human Resources

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: District Library-Media Coordinator Position

EXECUTIVE SUMMARY

In order to meet site and student needs within a reduced budget, the District has gradually staffed libraries with Lead Library Technicians. Beginning with the 2010-11 school year, Lead Library Technicians will manage all libraries, with the exception of Earl Warren's joint use library.

A certificated position, District Library-Media Coordinator, has been developed to facilitate the supervision and coordination of the library media program district-wide. The District Library- Media Coordinator will assist in the selection of Lead Library Technicians, train and supervise them, serve as liaison to the sites' administration and staff, and generally ensure the quality of the library media program throughout the District.

RECOMMENDATION:

The position description for District Library-Media Coordinator is attached for review by the Board of Trustees, and will be placed on the June 3, 2010 agenda for Board approval.

FUNDING SOURCE:

General Fund

PERSONNEL

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DISTRICT LIBRARY-MEDIA COORDINATOR

Primary Function: Directs, manages, supervises and coordinates the activities and operations of the district media centers; Oversees the district-wide media center program; works to integrate media center services with the district strategic plan; manages the budget and resources of the libraries

Directly Responsible To: Associate Superintendent/Instruction

Directly Supervises: Classified library/media staff

Qualifications

Education: Valid California teaching credential
Valid California Library Media Teacher Services credential
Master's Degree

Experience: Successful experience as a Library Media Teacher

Appointment

The superintendent shall recommend candidates to the Board of Trustees for appointment.

The candidates shall be selected from among a list of qualified applicants selected through the medium of interview and examination procedures established by the superintendent.

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DISTRICT LIBRARY-MEDIA COORDINATOR

Position Description

Under the supervision of the Educational Services Division, the District Library-Media Coordinator leads and directs the school libraries for all schools in the district and works to develop a library program that provides all students equitable access to information, reading materials and the acquisition of information literacy skills.

Primary Function/General Responsibilities

1. Directs, manages, supervises and coordinates the activities and operations of the district media centers
2. Oversees the district-wide media center program
3. Works to integrate media center services with the district strategic plan
4. Manages the budgets and resources of the libraries

Curriculum

1. Collaborates with the Director of Technology to provide leadership in the District's use of instructional technology resources to enhance learning and coordinates assimilation of the District technology master plan into media center goals
2. Oversees the selection of appropriate materials and technology which will support and enhance student academic growth and development
3. Participates in the implementation of the Digital Citizenship curriculum
4. Oversees implementation of information literacy skills
5. Enhances administrators and department chairs understanding of media center instructional program needs and services that are provided
6. Serves on Coordinating Council and the District's Technology Steering Committee

Leadership

1. Works with the District to establish site media center budgets
2. Supervises, trains and evaluates District lead library technicians
3. Assists in the selection and placement of lead library technicians
4. Oversees the collection development processes which include the maintenance of accurate catalogues, records, materials and replacement selection
5. Oversees the promotion of reading programs
6. Works with administrators to develop media center hours of operation that best reflect the needs of each site
7. Directs lead technicians to coordinate and implement site media center services

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8. Plans library staff development including staff meetings and district-wide staff development days
9. Advocates the principles of intellectual freedom, ethical behavior as well as copyrights laws and guidelines
10. Assumes responsibilities for federally-funded projects with make funding available for school libraries
11. Works with parent organizations and foundations in their fundraising efforts for the Libraries

Knowledge and Abilities

1. Expertise in the areas of school library media program, reading, information literacy, and library information and communication technologies
2. Leadership for the effective use of library information and communication technologies in all schools
3. Leadership in staff development and instruction that align national and state school library media standards with state content standards and local practices

Required Experience and Training

1. Valid California teaching credential
2. Valid California Library Media Teacher Services credential
3. Masters Degree
4. Successful experience as a Library Media Teacher

Other duties as assigned