



**BOARD OF TRUSTEES
REGULAR BOARD MEETING**

Board of Trustees
Joyce Dalessandro
Barbara Groth
Beth Hergesheimer
Amy Herman
John Salazar

Superintendent
Ken Noah

Union High School District

**THURSDAY, APRIL 7, 2011
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, APRIL 7, 2011
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 5:45 PM
- 2. **CLOSED SESSION** **5:46 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. Consideration and/or deliberation of student discipline matters (5 cases)
 - D. 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): *Lewis v San Dieguito Union High School District, (case #37-2009-00055315-CU-PO-NC)*

REGULAR MEETING / OPEN SESSION 6:30 PM

- 3. RECONVENE REGULAR BOARD MEETING / CALL TO ORDER
- 4. PLEDGE OF ALLEGIANCE
- 5. REPORT OUT OF CLOSED SESSION
- 6. APPROVAL OF MINUTES OF THE MARCH 17TH BOARD MEETING
Motion by____, second by _____, to approve the Minutes of March 17, 2011, as shown in the attached supplement.

NON-ACTION ITEMS (ITEMS 7 - 10)

- 7. STUDENT UPDATESSTUDENT BOARD REPRESENTATIVES
- 8. BOARD REPORTS AND UPDATES BOARD OF TRUSTEES
- 9. SUPERINTENDENT’S REPORTS, BRIEFINGS, AND LEGISLATIVE UPDATES..... KEN NOAH
- 10. OAK CREST MIDDLE SCHOOLTERRY CALEN, PRINCIPAL

CONSENT AGENDA ITEMS (ITEMS 11 - 15)

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

11. SUPERINTENDENT

- A. GIFTS AND DONATIONS
Accept the Gifts and Donations, as shown in the attached supplement.
- B. FIELD TRIP REQUESTS
Approve all Field Trip Requests submitted, as presented.

12. HUMAN RESOURCES

A. PERSONNEL REPORTS

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

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

B. APPROVAL/RATIFICATION OF AGREEMENT (None Submitted)

13. EDUCATIONAL SERVICES

A. APPROVAL/RATIFICATION OF AGREEMENTS (None Submitted)

14. PUPIL SERVICES

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

B. APPROVAL/RATIFICATION OF AGREEMENTS (None Submitted)

C. APPROVAL/RATIFICATION OF PARENT SETTLEMENT 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, or Ken Noah to execute the agreements:

1. Corporation for Education Network Initiatives in California (CENIC), under contract with the Imperial County Office of Education, adding San Dieguito Union High School District to a consortium, via the signing of a letter of agency (LOA), for the purpose of securing possible E-rate discounts on eligible telecommunications products and services on behalf of K-12 California school districts and offices of education, during the period July 1, 2011 through June 30, 2014, at no cost to the district.
2. Google, Inc. to provide archiving and discovery services, during the period March 25, 2011 through March 24, 2012, at the annual unit price of \$4.33 per end user, to be expended from the General Fund 03-00.
3. Google, Inc., to provide Google Apps Education Edition, during the period November 15, 2010 until terminated by either party, at no cost to the district.
4. En Pointe Technologies, Inc., to provide LANDesk Management and Security Suites and Antivirus Manager Software licenses and support, during the period March 17, 2011 through March 16, 2014, for an estimated amount of \$60,299.18 per year, to be expended from the General Fund 03-00.
5. City of San Diego Parks & Recreation Department, Carmel Valley Recreation Center, for lease of facilities for Carmel Valley Middle School off-campus PE classes, during the period January 4, 2011 through January 21, 2011, for an amount not to exceed \$346.50, to be expended from the General Fund 03-00.
6. City of San Diego Parks & Recreation Department, Ocean Air Recreation Center, for lease of facilities for the San Dieguito Adult School citizenship meetings, during the period March 16, 2011 through June 30, 2011, for an amount not to exceed \$200.00, to be expended from the Adult Education Fund 11-00.
7. Advantage Payroll Services, Inc., to provide check and 1099 processing for Work Incentive Training (WIT) students, during the period April 8, 2011 and continuing until terminated, for

an annual estimated fee of \$2,500.00, to be expended from the General Fund/Restricted 06-00.

- 8. City of Solana Beach, for a joint use agreement with San Dieguito Adult School for use of La Colonia Community Center and fields and Fletcher Cove Community Center and park in exchange for contracted recreational classes and cultural activities, as well as equipment or consideration as agreed upon by both parties, during the period April 8, 2011 through April 7, 2012, with the option of three additional one year periods.

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

C. AWARD/RATIFICATION OF CONTRACTS
(None Submitted)

D. APPROVAL OF CHANGE ORDERS
(None Submitted)

E. ACCEPTANCE OF CONSTRUCTION PROJECTS
(None Submitted)

F. ADOPTION OF RESOLUTION / COOPERATIVE BID
 Adopt the attached resolution authorizing contracting pursuant to cooperative bid and award documents from the Southwest Transportation Agency for the purchase of one new school bus for the Transportation Department, for an amount not to exceed \$155,000.00, \$25,000.00 to be expended from the Pupil Transportation Equipment Fund 15-00, and the remainder to be paid with Lower Emission School Bus Program grant money, and authorize Christina M. Bennett or Eric R. Dill to execute all necessary contract documents.

- G. APPROVAL OF BUSINESS REPORTS
 Approve the following business reports:
- 1. Purchase Orders
 - 2. Instant Money (None Submitted)
 - 3. Membership Listing (None Submitted)

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

_____ Joyce Dalessandro	_____ Or’el Anbar, San Dieguito Academy
_____ Barbara Groth	_____ Jordan Bernard, La Costa Canyon High School
_____ Beth Hergesheimer	_____ Katie Chambers, Sunset High School
_____ Amy Herman	_____ Becca Golden, Canyon Crest Academy
_____ John Salazar	_____ Allison Yamamoto, Torrey Pines High School

DISCUSSION / ACTION ITEMS..... (ITEMS 16 - 19)

- 16. BOARD POLICY REVISION PROPOSAL, #3516, “EMPLOYEE INJURY AND ILLNESS PREVENTION PROGRAM”
 Motion by _____, second by _____, to approve Revision Proposal of Board Policy # 3516, “Employee Injury and Illness Prevention Program”, as shown in the attached supplement.
- 17. ADOPTION OF RESOLUTION DECLARING MAY 15 – 21, 2011, “CLASSIFIED SCHOOL EMPLOYEE WEEK”
 Motion by _____, second by _____, to adopt Resolution Declaring May 15 – 21, 2011, “Classified School Employee Week”, as shown in the attached supplement.
- 18. ADOPTION OF RESOLUTION DECLARING MAY 2 – 6, 2011, “TEACHER APPRECIATION WEEK”, AND MAY 3, 2011, “DAY OF THE TEACHER”
 Motion by _____, second by _____, to adopt Resolution Declaring May 2 – 6, 2011, “Teacher Appreciation Week”, and May 3, 2011, “Day of the Teacher”, as shown in the attached supplement.

- 19. ADOPTION OF RESOLUTION / TAX & REVENUE ANTICIPATION NOTES (TRANS) FOR 2011-12
 Motion by _____, second by _____, to adopt the attached Resolution for Tax and Revenue Anticipation Notes (TRANS) for fiscal year 2011-12.

INFORMATION ITEMS..... (ITEMS 20 - 28)

- 20. REVIEW OF [SCHOOL ACCOUNTABILITY REPORT CARDS](#), (SARC), 2009-10
 This item is being presented for first read and will be submitted for board action on May 3, 2011.
- 21. BUSINESS SERVICES UPDATE..... ERIC DILL, ASSOCIATE SUPERINTENDENT
- 22. HUMAN RESOURCES UPDATE TERRY KING, ASSOCIATE SUPERINTENDENT
- 23. EDUCATIONAL SERVICES UPDATE..... RICK SCHMITT, ASSOCIATE SUPERINTENDENT
- 24. 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)

- 25. FUTURE AGENDA ITEMS

26. ADJOURNMENT TO CLOSED SESSION (AS NECESSARY)

- 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. Consideration and/or deliberation of student discipline matters (5 cases)
- D. 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): Lewis v San Dieguito Union High School District, (case #37-2009-00055315-CU-PO-NC)

- 27. REPORT FROM CLOSED SESSION (AS NECESSARY)

- 28. MEETING ADJOURNED

The next regularly scheduled Board Meeting will be held on [Tuesday, May 3, 2011, 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
Barbara Groth
Beth Hergesheimer
Amy Herman
John Salazar

Superintendent
Ken Noah



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

MARCH 17, 2011

THURSDAY, MARCH 17, 2011
6:30 PM

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

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

1. President Hergesheimer 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. 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. Consideration and/or deliberation of student discipline matters (2 cases)

OPEN SESSION / ATTENDANCE

BOARD OF TRUSTEES

Joyce Dalessandro	Marissa Benke, San Dieguito Academy (Representing Or'el Anbar)
Barbara Groth	Jordan Bernard, La Costa Canyon High School
Beth Hergesheimer	Katie Chambers, Sunset High School
Amy Herman	Becca Golden, Canyon Crest Academy
John Salazar	Allison Yamamoto, Torrey Pines High School

DISTRICT ADMINISTRATORS / STAFF

Ken Noah, Superintendent
Eric Dill, Associate Superintendent, Business Services
Terry King, Associate Superintendent, Human Resources
Bruce Cochrane, Executive Director, Pupil Services
Laurie Francis, Principal, Carmel Valley Middle School
Becky Banning, Recording Secretary

3. RECONVENE REGULAR MEETING / CALL TO ORDER (ITEM 3)
The regular meeting of the Board of Trustees was called to order at 6:31 PM.
4. PLEDGE OF ALLEGIANCE (ITEM 4)
Ms. Joyce Dalessandro led the Pledge of Allegiance.

ITEM 6

- 5. REPORT OUT OF CLOSED SESSION(ITEM 5)
The Board took action to approve the recommended semester suspension of Student #589661. Motion unanimously carried. (Second case postponed). No other action was taken.
- 6. APPROVAL OF MINUTES OF THE MARCH 3RD BOARD WORKSHOP AND REGULAR MEETING.
It was moved by Ms. Joyce Dalessandro, seconded by Ms. Amy Herman, to approve the Minutes of March 3rd, as presented. Motion unanimously carried.

NON-ACTION ITEMS(ITEMS 7 - 10)

- 7. STUDENT UPDATE(ITEM 7)
Student Board Representatives gave updates on events and activities at their schools.
- 8. BOARD OF TRUSTEES UPDATES AND REPORTS.....(ITEM 8)
Ms. Dalessandro – attended Cabaret Night, a Foundation Fundraiser event for Canyon Crest Academy.
Ms. Hergesheimer – Went to Diegueño Middle School during their Distinguished School visitation.
Ms. Herman – attended the first session of Masters in Governance, a 9-series program offered by California School Boards Association (CSBA) for all board members and superintendents. Mr. Noah also attended.
Mr. Salazar – Attended the CSBA Masters in Governance session with Ms. Herman and Mr. Noah; he also attended a Parent Representative Council Meeting at the district office on March 7th.
- 9. SUPERINTENDENT’S REPORTS, BRIEFINGS AND LEGISLATIVE UPDATES
Superintendent Noah announced that the 12th Annual Latino / Migrant Education Conference are scheduled for May 21st.
Mr. Noah said he plans to send a Budget Update Message to all employees and asked the Board for input prior to finalizing it. An announcement regarding administrative changes for 2011-12 is also scheduled for release on Friday, March 18th.
Last Friday, the Superintendent attended a Northern/Southern Superintendents’ meeting in Tustin, where there was much conversation about budget concerns and the impact it may have on school districts.
Cabinet will be reviewing a timeline for the district’s Strategic Plan Annual Report, 2010-11, in preparation for Board presentation.
A two-hour kick-off workshop for all school site Facilities Task Force Sub-Committees will take place on Thursday, March 29th, at San Dieguito Academy.
Superintendent Noah announced that Daric Horwedel, a computer technician at the district office, was selected as the district’s 2010-11 Classified Employee of the Year.
- 10. UPDATE, CARMEL VALLEY MIDDLE SCHOOL LAURIE FRANCIS, PRINCIPAL
Ms. Francis celebrated recent accomplishments at Carmel Valley Middle School beginning with an API score of 967, making Carmel Valley Middle School the highest performing school in the county.
Ms. Francis also discussed the PAW Program, (*Productive Academic Work*), a daily 25-minute homeroom with 5th and 6th period teachers, where students may work on productive/academic work. Other successful programs include Saturday Academic Support Seminars, READ 180, Wednesday Academic Power Hour, AVID, and various peer tutoring programs.
Staff development Profession Learning Community (PLC) meetings take place during late start days. Each department has the opportunity to collaborate and share best teaching practices. These sessions are driven by results from assessment data.
School climate has been positive, despite an enrollment increase and limited space. The school has teacher-sharing classrooms, which keeps staff cohesive; and Assistant Principal Adam Camacho has developed two corrective action units: Making Decisions and Cyber-Bullying.
Ms. Francis also commended Assistant Principals Adam Camacho and Jeff Copeland, for their leadership.

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

It was moved by Ms. Barbara Groth, seconded by Ms. Joyce Dalessandro, that consent items 11 through 15, be approved as presented below. Motion unanimously carried.

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 presented.

12. HUMAN RESOURCES

A. PERSONNEL REPORTS

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

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

B. APPROVAL/RATIFICATION OF AGREEMENT
(None Submitted)

13. EDUCATIONAL SERVICES

A. APPROVAL/RATIFICATION OF AGREEMENTS
(None Submitted)

14. PUPIL SERVICES

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

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

1. Fusion Learning Center, during the period August 31, 2010 through June 30, 2011.

B. APPROVAL/RATIFICATION OF AGREEMENTS

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

1. Balance & Hearing Specialty Group, Inc. to provide auditory processing services, during the period February 22, 2011 through June 30, 2011, for an estimated amount of \$1,200.00, to be expended from the General Fund/Restricted 06-00.
2. Advanced Neurobehavioral Health of Southern California to provide neuropsychology testing services, during the period February 22, 2011 through June 30, 2011, for an estimated amount of \$2,700.00, to be expended from the General Fund/Restricted 06-00.

C. APPROVAL/RATIFICATION OF PARENT SETTLEMENT 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, or Ken Noah to execute the agreements:

1. Laura Siem to conduct dance workshops and create choreography for student dancers at La Costa Canyon High School, during the period of March 18, 2011 through May 15, 2011,

ITEM 6

in the amount of \$350.00, to be paid for by the La Costa Canyon High School Associated Student Body.

B. APPROVAL/RATIFICATION OF AMENDMENT TO AGREEMENTS

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

1. La Costa Valley Homeowners Association, extending the license to use facilities for school bus off-loading and loading of students for access to the pedestrian bridge, for an additional one-year period, April 1, 2011 through March 31, 2012, at the adjusted consideration of \$100.00 per year, to be expended from the General Fund 03-00.

C. AWARD/RATIFICATION OF CONTRACTS

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

1. Wilkinson Hadley & Co. LLP to provide annual audits covering the 2010-11 through 2012-13 fiscal years, in an amount not to exceed \$45,900.00, to be expended from the General Fund 03-00, and additional audits as required to be billed at the hourly rates stated and charged to the appropriate account.

D. APPROVAL OF CHANGE ORDERS

Approve Change Order No. 1 to the following projects, and authorize Christina M. Bennett or Eric R. Dill to execute the change orders:

1. Energy Conservation Services Contract B2006-11 – Torrey Pines High School A/C Retrofit – Phase IV, contract entered into with Siemens Building Technologies, Inc., extending the contract time by 198 calendar days.

E. ACCEPTANCE OF CONSTRUCTION PROJECTS

Accept the following construction projects as complete, pending the completion of a punch list, and authorize the administration to file a Notice of Completion with the County Recorders' Office:

1. Solar Improvements at La Costa Canyon High School and Canyon Crest Academy project, contract entered into with Chevron Energy Solutions Company, a Division of Chevron U.S.A. Inc.
2. Energy Conservation Services Contract B2006-11 – Torrey Pines High School A/C Retrofit – Phase IV, contract entered into with Siemens Building Technologies, Inc.

F. LONG RANGE FACILITIES PLANNING / AWARD OF MASTER PLANNING CONTRACTS

Award the following contracts, during the period March 18, 2011 through December 31, 2011, to be expended from Capital Facilities Fund 25-19 and Mello Roos funds, and authorize Christina M. Bennett or Eric R. Dill to execute all pertinent documents:

1. Roesling Nakamura Terada Architects, Inc. to provide master planning services for Torrey Pines High School and La Costa Canyon High School, in an amount not to exceed \$81,780.00.
2. Lionakis to provide master planning services for Canyon Crest Academy, Carmel Valley Middle School, and Earl Warren Middle School, in an amount not to exceed \$155,500.00.
3. MVE Institutional, Inc. to provide master planning services for Sunset High School and San Dieguito High School Academy, in an amount not to exceed \$95,000.00.
4. Westberg + White, Inc. to provide master planning services for Diegueno Middle School and Oak Crest Middle School, for an amount not to exceed \$80,000.00.

G. APPROVAL OF BUSINESS REPORTS

Approve the following business reports:

1. Purchase Orders

ITEM 6

- 2. Instant Money (None Submitted)
- 3. Membership Listing (None Submitted)

DISCUSSION / ACTION ITEMS(ITEMS 16 - 17)

16. COMMUNITY FACILITIES DISTRICT NO. 95-2 / ANNEXATION NO. 16 / ADOPTION OF RESOLUTION CERTIFYING ELECTION RESULTS / (SEASIDE HIGHLANDS / AN 18 SINGLE FAMILY SUBDIVISION / WARMINGTON RESIDENTIAL CALIFORNIA)

It was moved Ms. Joyce Dalessandro, seconded by Ms. Amy Herman, to adopt the Resolution Certifying the Results of the Election with Respect to Community Facilities District 95-2, Annexation No. 16 of the San Dieguito Union High School District, as presented. Motion unanimously carried.

17. ADOPTION OF RESOLUTION, LAYOFF / REDUCTIONS OF HOURS OF CLASSIFIED EMPLOYEES / POSITIONS FOR FISCAL YEAR 2011-2012

It was moved by Ms. Barbara Groth, seconded by Ms. Joyce Dalessandro, to adopt Resolution Initiating Layoff and/or Reductions of Hours and/or Months of Classified Employees/Positions for Fiscal Year 2011-2012, as presented. Motion unanimously carried.

INFORMATION ITEMS.....(ITEMS 18 - 26)

18. BOARD POLICY REVISION PROPOSAL, #3516, "EMPLOYEE INJURY AND ILLNESS PREVENTION PROGRAM"

This item was submitted for first read and will be resubmitted for board action on April 7, 2011.

19. BUSINESS SERVICES UPDATE ERIC DILL, ASSOCIATE SUPERINTENDENT

Mr. Dill outlined recent changes in the state's "fair share" formula for basic aid school districts and discussed their impact on the school district.

The district is currently working on department and school site budgets and throughout the following week, Mr. Dill and Finance Director Delores Perley will be meeting individually with district level directors to review their budgets.

20. HUMAN RESOURCES UPDATE TERRY KING, ASSOCIATE SUPERINTENDENT

Ms. King said even though the district didn't have to make as drastic cuts in staffing as other districts due to budget cuts, staff begins to feel nervous. However, whether there are further cuts or not, the message from the district to staff and parents is that students will get everything that they need, and most of what they want. The same message applies for employees as the district looks at staffing needs.

21. EDUCATIONAL SERVICES UPDATE RICK SCHMITT, ASSOCIATE SUPERINTENDENT

Mr. Schmitt was not in attendance; no update was presented.

22. PUBLIC COMMENTS – The following public comments were presented:

- R. Schade – addressed the lottery system at Canyon Crest Academy and the district's sibling policy.

23. FUTURE AGENDA Items - None discussed

24. ADJOURNMENT TO CLOSED SESSION – No Closed Session required

25. REPORT OUT OF CLOSED SESSION – No further action taken by the Board

26. ADJOURNMENT OF MEETING - Meeting adjourned at 7:18 PM.

Barbara Groth, Board Clerk

_____/_____/2011
Date

Ken Noah, Superintendent

_____/_____/2011
Date

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 28, 2011

BOARD MEETING DATE: April 7, 2011

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

SUBJECT: ACCEPTANCE OF GIFTS AND DONATIONS

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EXECUTIVE SUMMARY

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

RECOMMENDATION:

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

FUNDING SOURCE:

Not applicable

KN/bb

GIFTS AND DONATIONS
SDUHSD BOARD MEETING
April 7, 2011

ITEM 11A

Donation	Purpose	Donor	Department	School Site
Acoustic cello, bow, electric cello, stand and tuner	For Music Class	Michael Mills	Music	SDA
Stone and Mosaics	For the Art Department	MA Tile & Stone	Art	SDA
\$7,000.00	Purchase Music Equipment	CVMS Music Boosters	Music	CVMS
\$5,300.00	Spring Tutoring Programs, Paper and Supplies	CVMS PTSA	Various	CVMS
\$500.00	Classroom Technology	John Sway	Various	CVMS
\$500.00	Repair Instruments	CV Music Boosters	Music	CVMS
\$550.00	Purchase equipment for Broadcasting Class	Mr. & Mrs. Sonnenberg	Broadcasting Class	OCMS
\$9,500.00	Saturday School Support and Homework Hour	EWMS PTSA	Various	EWMS
\$6,361.00	Great American Spellcheck	Various Parents	English	DNO
\$20.00	Science Lab	N.L. Roeger	Science	DNO
\$15.00	Copy Account	Various Parents	Social Studies	DNO
\$28.35	Copy Account	Various Parents	Math	DNO

GIFTS AND DONATIONS
SDUHSD BOARD MEETING
April 7, 2011

ITEM 11A

Donation	Purpose	Donor	Department	School Site
\$2,600.00	Refinish Gymnasium Floor	TPHS Foundation	PE	TPHS
\$1,700.94	Expenses for Choice Night	LCCHS Foundation	Counseling	LCCHS
\$5,094.00	SDA Department Grants	SDA Foundation	Various Departments	SDA
\$1,000.00	Japanese Program	Human International Academy	Languages	SDA
\$200.00	Silkscreen Printing Class	SDA Foundation	Art	SDA
\$175.00	Expenses for Robotics Team	SDA Foundation	Robotics Team	SDA
\$108.00	Expenses for Softball Team	CCA Foundation	PE	CCA
\$70.06	Expenses for Girls' Soccer	CCA Foundation	PE	CCA
\$17.40	Custom Ink Pad for Math	CCA Foundation	Math	CCA

\$40,739.75

\$40,739.75	TOTAL VALUE
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San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 28, 2011

BOARD MEETING DATE: April 7, 2011

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

SUBJECT: APPROVAL / RATIFICATION OF
FIELD TRIPS

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EXECUTIVE SUMMARY

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

RECOMMENDATION:

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

FUNDING SOURCE:

As listed on attached reports.

KN/bb

FIELD TRIP REQUESTS
SDUHSD BOARD MEETING
April 7, 2011

ITEM 11B

Date	Sponsor, Last Name	First Name	School Team/Club	Total # Students	Total # Chaperones	Purpose/ Conference Name	City	State	Loss of Class Time	\$ Cost
May 27-30, 2011	Killmar	Genelle	Academic Team / TPHS	10	2	National Academic Quiz Tournaments (NAQT) High School Championship	Atlanta	GA	1 day	\$4500 / TPHS Foundation & ASB funded
June 3-6, 2011	Killmar	Genelle	Academic Team / TPHS	4	1	Partnership for Academic Competition Excellence (PACE) National High School Championship	Evanston	IL	2 days	\$4000 / TPHS Foundation & ASB funded
June 3 & 4, 2011	Falcis-Stevens	Charlene	Track Team / TPHS	10	5	CA State Track & Field	Clovis	CA	2 days	\$3000 / TPHS Track Foundation funded
June 13-18, 2011	Newkirk	Todd	Speech & Debate / SDA	6	2	Speech & Debate National Tournament	Dallas	TX	4 days	\$500.00 / SDA Foundation funded
September 16 & 17, 2011	Dean	Brennan	Volleyball / TPHS	14	6	Volleyball Tournament	Henderson	NV	1 day	\$1,600 Fundraising
October 28 & 29, 2011	Dean	Brennan	Volleyball / TPHS	14	6	Volleyball Tournament	Santa Barbara	CA	1 day	\$1,600 Fundraising

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

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 28, 2011

BOARD MEETING DATE: April 7, 2011

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
Leave of Absence
Change in Assignment
Resignation

Classified

Employment
Change in Assignment

RECOMMENDATION:

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

FUNDING SOURCE:

General Fund

PERSONNEL LIST

CERTIFICATED PERSONNEL

Employment

1. **Holly Clark**, 60% Temporary Teacher (multi-media) at Carmel Valley for the 2011-12 school year, effective 8/23/11 through 6/15/12.
2. **Renee Cody**, 100% Temporary Teacher (special ed. – moderate/severe) at Torrey Pines for the 2011-12 school year, effective 8/23/11 through 6/15/12.
3. **Marianne Dittman**, 100% Temporary school nurse at Earl Warren for the 2011-12 school year, effective 8/23/11 through 6/15/12.
4. **Scott Drechsel**, 80% Temporary Teacher (music) at Carmel Valley and Earl Warren for the 2011-12 school year, effective 8/23/11 through 6/15/12.
5. **Scott Jay**, 100% Temporary Teacher (special ed. – moderate/severe) at Carmel Valley for the 2011-12 school year, effective 8/23/11 through 6/15/12.
6. **Sarah Kaye**, 40% Temporary Teacher (dance) at Torrey Pines for the 2011-12 school year, effective 8/23/11 through 6/15/12.
7. **Stephanie Siers**, 100% Temporary Teacher (drama/English) at San Dieguito Academy for the 2011-12 school year, effective 8/23/11 through 6/15/12.
8. **Sean Sovacool**, 100% Temporary Teacher/Coach (PE/football) at La Costa Canyon for the 2011-12 school year, effective 8/23/11 through 6/15/12.
9. **Rayna Stohl**, 67% Temporary Teacher (dance) at Canyon Crest Academy for the 2011-12 school year, effective 8/23/11 through 6/15/12.

Leave of Absence

1. **Requests for Unpaid Leave of Absence for the 2011-12 School Year, effective 8/23/11 through 6/15/12:**

	<u>Site</u>	<u>Unpaid Lv. %</u>	<u>% Assignment</u>
Michelle Challis-Hall	DG	20%	80%
Rachel Edwards	CCA	100%	0% (2 nd Yr)
Carol Esquenazi	CV	40%	60%
Bryn Faris	CCA	67%	33%
Lucia Franke	LCC	40%	60%
Beverly Fruto	EW	20%	80%

Requests for Unpaid Leave of Absence for the 2011-12 School Year, effective 8/23/11 through 6/15/12 (continued)

	<u>Site</u>	<u>Unpaid Lv. %</u>	<u>% Assignment</u>
Tiffany Gilson	TP	40%	60%
Anne-Marie Godfrey	TP	20%	80%
Christian Gonzales	TP	100%	0% (2 nd yr)
Maya Goss	OC	20%	80%
Nicole Green	TP	20%	80%
Lucinda Honselaar	CV	40%	60%
Jacqueline Karney	DG	20%	80%
Mary King	SDA	33%	67%
Kerry Koda	SDA	33%	67%
Joy Kuemmerle	TP	40%	60%
Carrie Land	SDA	100%	0%
Jill Lax	LCC	20%	80%
Jill Lenc	LCC	20%	80%
Maura Leonard	DG	60%	40%
Emily Longiaru	LCC	20%	80%

2. **Anne Briscoe**, Teacher at SDA, requests 100% Unpaid Leave of Absence for child-rearing purposes for the remainder of the 2010-11 school year, effective 3/23/11 through 6/17/11.
3. **Charles Hayden**, Teacher at Canyon Crest Academy requests a 33% Unpaid Leave (67% assignment) for Semester II/2011-12 school year, effective 1/30/12 through 6/15/12.

Change in Assignment

1. **Jeffrey Copeland**, Middle School Assistant Principal at Carmel Valley promoted to High School Assistant Principal at Canyon Crest Academy beginning in the 2011-12 school year, effective 7/01/11.
2. **Bryan Marcus**, Middle School Assistant Principal at Diegueno promoted to Principal at Diegueno Middle School beginning in the 2011-12 school year, effective 7/01/11.

Resignation

1. **Karen Rutter**, Teacher (mathematics) at La Costa Canyon, resignation for retirement purposes, effective 6/18/11.

PERSONNEL LIST

CLASSIFIED PERSONNEL

Employment

1. **Burrows, Karen**, Office Assistant, Sunset HS, 48.75% FTE, effective 2/22/11
2. **Fux, Jaya**, Instructional Assistant SpEd, Carmel Valley MS, SR 34, 48.75% FTE, effective 3/04/11.
3. **Read, Maria**, Nutrition Services Assistant I, Earl Warren MS, 37.5% FTE, effective 4/18/11
4. **Sambrano, Micah**, Network Technician, 100% FTE, effective 4/13/11

Change in Assignment

1. **Ramirez, Monica**, from Secretary, to Administrative Secretary-Middle School, effective 3/21/11-4/22/11
2. **Rodriguez, Cristina**, from Office Assistant, La Costa Canyon HS, 48.75% FTE to Secretary, Earl Warren MS, 100% FTE, effective 3/21/11 – 4/22/11

Resignation

1. **Balabanoff, Linda**, School Bus Driver, resigning for the purpose of retirement, effective 7/30/11
2. **Davila, Angela**, Registrar, resigning for the purpose of retirement, effective 7/01/11
3. **Irwin, Jacqueline**, Instructional Assistant-SpEd, resigning for the purpose of retirement, effective 7/01/11
4. **Lee, Susie**, Office Assistant, resigning for the purpose of retirement, effective 2/23/11
5. **Magana, Joseph**, Custodian, resigning for the purpose of retirement, effective 5/10/11
6. **Marquardt, Cathy**, Instructional Assistant-SpEd, resigning for the purpose of retirement, effective 2/25/11

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 30, 2011

BOARD MEETING DATE: April 7, 2011

PREPARED BY: Christina M. Bennett, Director of Purchasing/Risk Mgt
Eric R. Dill, 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 eight contracts.

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 report.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

ITEM 15A

BUSINESS - PROFESSIONAL SERVICES REPORT**Date: 04-07-11**

<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>
07/01/11 – 06/30/14	Corporation for Education Network Initiatives in California (CENIC)	Securing possible E-rate discounts on eligible telecommunications products and services on behalf of K-12 California school districts and offices of education	N/A	N/A
03/25/11 – 03/24/12	Google, Inc.	Provide Google archiving and discovery services.	General Fund 03-00	\$4.33 per end user
11/15/10 until terminated by either party	Google, Inc.	Provide Google Apps Education Edition	N/A	N/A
03/17/11 – 03/16/14	En Pointe Technologies, Inc.	Provide LANDesk Management and Security Suites and Antivirus Manager Software licenses and support.	General Fund 03-00	An estimated amount of \$60,299.18 per year
01/04/11 – 01/21/11	City of San Diego Parks & Recreation Department, Carmel Valley Recreation Center	Lease of facilities for Carmel Valley Middle School off-campus PE classes.	General Fund 03-00	\$346.50
03/16/11 – 06/30/11	City of San Diego Parks & Recreation Department, Ocean Air Recreation Center	Lease of facilities for the San Dieguito Adult School citizenship meetings.	Adult Education Fund 11-00	\$200.00
04/08/11 until terminated	Advantage Payroll Services, Inc.	Provide check and 1099 processing for Work Incentive Training (WIT) students.	General Fund/Restricted 06-00	An estimated fee of \$2,500.00 per year
04/08/11 – 04/07/12	City of Solana Beach	A joint use agreement with San Dieguito Adult School for use of La Colonia Community Center and fields and Fletcher Cove Community Center and park.	Adult Education Fund 11-00	In exchange for classes and cultural activities, as well as equipment or consideration as agreed upon by both parties.

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 30, 2011

BOARD MEETING DATE: April 7, 2011

PREPARED BY: Daniel Love, Director of Transportation
Russell Thornton, Executive Director, Operations
Eric R. Dill, Associate Superintendent/Business

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: ADOPTION OF RESOLUTION / COOPERATIVE BID

EXECUTIVE SUMMARY

In 2008, the Air Pollution Control District announced the availability of funding from State Proposition 1B to replace school buses. The Lower Emission School Bus Program provides funds to replace old, high-polluting public school buses with vehicles that significantly reduce toxic particulate matter emissions. The District adopted a resolution authorizing Daniel Love to make application for, to sign required assurances, and to administer the bus replacement program with respect to applications for Local, State and Federal programs, projects or grants, on behalf of this School District.

San Dieguito Union High School District operates one bus that qualifies for replacement under the guidelines. The total not to exceed cost of a replacement bus is \$155,000.00. The grant would pay for \$130,000.00 of the cost and the district would be required to fund the balance of \$25,000.00.

The District submitted a waiver application to the California Air Resources Board (CARB) and received confirmation of approval for the purchase. District Staff has sourced these buses through a cooperative bid from Southwest Transportation Agency. District Staff has reviewed the documents, terms and conditions of the bid, and feels that it would be in the best interest of the District to utilize this bid 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 Southwest Transportation Agency.

ITEM 15F

RECOMMENDATION:

It is recommended that the Board adopt the attached resolution authorizing contracting pursuant to cooperative bid and award documents from the Southwest Transportation Agency for the purchase of one new school bus, for an amount not to exceed \$155,000.00, and authorize Christina M. Bennett or Eric R. Dill to execute the necessary documents.

FUNDING SOURCE:

Transportation Equipment Fund 15-00 - \$25,000
Lower Emission School Bus Program grant funds - \$130,000

ITEM 15F

RESOLUTION AUTHORIZING CONTRACTING
PURSUANT TO COOPERATIVE BID AND AWARD DOCUMENTS FROM
THE SOUTHWEST TRANSPORTATION AGENCY

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

WHEREAS, the Southwest Transportation Agency has conducted a cooperative bid process which named the San Dieguito Union High School District as a District which may purchase or contract under that bid at the same price and upon the same terms and conditions as the Southwest Transportation Agency, and

WHEREAS, sealed bids were timely filed at the Southwest Transportation Agency, 16644 S. Elm Avenue, Caruthers, CA 93609, and

WHEREAS, said bids were opened and publicly read aloud at the time and place specified in the Notice to Bidders, and it was determined that the low bidder for the purchase of new school buses was Creative Bus Sales, Inc., who was thereafter awarded the bid, and

WHEREAS, the San Dieguito Union High School District wishes to purchase or contract for one new school bus for use by the Transportation Department, and

WHEREAS, this Board has determined it to be in the best interests of the District to contract for the above stated items from the bid awarded by Southwest Transportation Agency,

NOW THEREFORE BE IT RESOLVED, ORDERED AND DECLARED that the contract for purchase of one school bus for use by the Transportation Department, for an amount not to exceed One Hundred Fifty Five Thousand and no/100 Dollars (\$155,000.00), is hereby authorized and approved and is subject to all terms, conditions and documents as specified in the Southwest Transportation Agency's bid and award documents.

BE IT FURTHER RESOLVED, ORDERED AND DECLARED that Christina M. Bennett or Eric R. Dill is hereby authorized to execute any necessary contract documents with Creative Bus Sales, Inc. 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 County, California, this ____ day of April, 2011, by the following vote:

AYES:

ADVISORY VOTES:

NOES:

ABSENT:

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 29 2011

BOARD MEETING DATE: April 7, 2011

PREPARED BY: Eric R. Dill
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 (None Submitted)
- c) Membership Listing (None Submitted)

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 03/08/11 THRU 03/28/11

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ITEM 15G

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
211964	03/08/11	03	SAN DIEGUITO UHSD CA	025	MATERIALS AND SUPPLI	\$131.04
211965	03/08/11	03	PERMA BOUND	014	TEXTBOOKS	\$4,075.57
211966	03/08/11	11	ENCINITAS RANCH GOLF	009	FEES - ADMISSIONS, T	\$2,000.00
211967	03/08/11	06	HOME DEPOT	033	MATERIALS AND SUPPLI	\$500.00
211968	03/08/11	03	JUST FOR KIX CATALOG	010	MATERIALS AND SUPPLI	\$229.69
211969	03/08/11	11	AREY JONES EDUCATION	009	MATERIALS AND SUPPLI	\$439.93
211970	03/08/11	03	BLICK, DICK (DICK BL	005	MATERIALS AND SUPPLI	\$86.07
211971	03/08/11	06	TIERNEY, BONNIE, M.S	030	PROF/CONSULT./OPER E	\$1,500.00
211972	03/08/11	03	DELL COMPUTER CORPOR	035	MAT/SUP/EQUIP TECHNO	\$9,565.88
211973	03/08/11	03	DELL COMPUTER CORPOR	025	MAT/SUP/EQUIP TECHNO	\$1,062.88
211974	03/09/11	03	DELL COMPUTER CORPOR	035	MAT/SUP/EQUIP TECHNO	\$1,062.88
211975	03/09/11	13	DELL COMPUTER CORPOR	035	MAT/SUP/EQUIP TECHNO	\$1,013.05
211976	03/09/11	03	XEROX CORPORATION	003	RENTS & LEASES	\$281.58
211977	03/09/11	06	SCHOLASTIC INC	012	A/V CONTRACT	\$4,426.21
211978	03/09/11	03	PROJECTOR LAMP EXPER	005	MATERIALS AND SUPPLI	\$282.75
211979	03/09/11	03	A C T	005	MATERIALS AND SUPPLI	\$5,548.80
211980	03/09/11	03	JURMAN'S EMERGENCY T	020	PROF/CONSULT./OPER E	\$700.00
211981	03/09/11	03	COLLEGE BOARD	005	MATERIALS AND SUPPLI	\$14,365.00
211982	03/09/11	11	FEDEX OFFICE	009	PRINTING	\$120.36
211983	03/09/11	03	BLACKBOARD CONNECT I	035	A/V CONTRACT	\$31,770.00
211984	03/09/11	25-18	J P B L A, INC.	025	LAND IMPROVEMENTS	\$15,000.00
211985	03/10/11	03	RASIX COMPUTER CENTE	020	MATERIALS AND SUPPLI	\$172.46
211986	03/10/11	03	RASIX COMPUTER CENTE	003	MATERIALS AND SUPPLI	\$168.35
211987	03/10/11	03	RASIX COMPUTER CENTE	005	MATERIALS AND SUPPLI	\$349.70
211988	03/10/11	03	RASIX COMPUTER CENTE	005	MATERIALS AND SUPPLI	\$59.27
211989	03/10/11	03	NOVELL INC	035	A/V CONTRACT	\$27,900.00
211990	03/10/11	06	INKJET SUPERSTORE.CO	030	MATERIALS AND SUPPLI	\$41.83
211991	03/10/11	03	STAPLES ADVANTAGE	003	MATERIALS AND SUPPLI	\$166.89
211992	03/10/11	03	STAPLES ADVANTAGE	003	MATERIALS AND SUPPLI	\$90.12
211993	03/10/11	03	SUPERIOR ONSITE SERV	025	REPAIRS BY VENDORS	\$1,000.00
211994	03/10/11	03	SUPERIOR ONSITE SERV	010	REPAIRS BY VENDORS	\$204.22
211995	03/10/11	03	SUPERIOR ONSITE SERV	014	REPAIRS BY VENDORS	\$200.00
211996	03/10/11	03	SUPERIOR ONSITE SERV	010	REPAIRS BY VENDORS	\$89.00
211997	03/10/11	03	STOP THE SUN	005	OTHER SERV.& OPER.EX	\$3,378.86
211998	03/10/11	03/06	SEASIDE HEATING AND	025	REPAIRS BY VENDORS	\$3,385.00
211999	03/10/11	06	EXCEPTIONAL EDUCATIO	030	PROF/CONSULT./OPER E	\$6,227.97
212000	03/11/11	06	VANTAGE LEARNING, LL	035	A/V CONTRACT	\$49,150.00
212001	03/14/11	03	DEL MAR BLUE PRINT	013	PRINTING	\$635.11
212002	03/14/11	03	PATHWAY COMMUNICATIO	013	REPAIRS BY VENDORS	\$261.00
212003	03/14/11	03	DAKOTA CONSTRUCTION	025	REPAIRS BY VENDORS	\$742.28
212004	03/14/11	03	STATE OF CALIFORNIA	025	FEES - ADMISSIONS, T	\$125.00
212005	03/14/11	03	SAFARI MONTAGE	012	A/V CONTRACT	\$2,722.39
212006	03/14/11	03	MOTION COMPANY	013	MATERIALS AND SUPPLI	\$837.05
212007	03/14/11	11	MISSION FEDERAL CRED	009	ADVERTISING	\$67.50
212008	03/14/11	11	DATTEL SYSTEMS INC	009	MAT/SUP/EQUIP TECHNO	\$430.37
212009	03/14/11	11	P B D INC	009	BOOKS OTHER THAN TEX	\$1,113.28
212010	03/14/11	03	STAPLES ADVANTAGE	013	MATERIALS AND SUPPLI	\$227.29
212011	03/14/11	67-30	BLICK, DICK (DICK BL	013	OTHER INSURANCE	\$723.34
212012	03/14/11	03	BARRETT ROBINSON INC	012	MATERIALS AND SUPPLI	\$789.26
212014	03/14/11	67-30	APPLE COMPUTER INC	013	OTHER INSURANCE	\$77.21
212015	03/14/11	03	RASIX COMPUTER CENTE	008	MATERIALS AND SUPPLI	\$249.67
212016	03/14/11	03	STAPLES ADVANTAGE	008	MATERIALS AND SUPPLI	\$60.55
212017	03/14/11	03	LAKESHORE LEARNING	004	MATERIALS AND SUPPLI	\$49.38
212018	03/14/11	03	TREETOP PUBLISHING	004	MATERIALS AND SUPPLI	\$548.10
212019	03/14/11	03	SOUTHWEST SCHOOL/OFF	003	MATERIALS AND SUPPLI	\$84.83

PO/BOARD/REPORT

SAN DIEGUITO UNION HIGH
FROM 03/08/11 THRU 03/28/11

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ITEM 15G

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
212020	03/14/11	03	OFFICE DEPOT	003	MATERIALS AND SUPPLI	\$12.18
212021	03/14/11	03	STAPLES STORES	010	MATERIALS AND SUPPLI	\$60.82
212022	03/14/11	03	APPERSON EDUCATION P	014	MATERIALS AND SUPPLI	\$32.92
212023	03/14/11	03	APPERSON EDUCATION P	014	MATERIALS AND SUPPLI	\$135.46
212024	03/15/11	03	RASIX COMPUTER CENTE	013	AERIES SUPPLIES	\$184.94
212025	03/16/11	03	FRONTIER FENCE COMPA	025	OTHER SERV. & OPER. EX	\$1,561.00
212026	03/16/11	03	BARKSHIRE LASER LEVE	025	REPAIRS BY VENDORS	\$1,100.00
212027	03/16/11	06	TRUE SHARP LLC	033	REPAIRS BY VENDORS	\$75.00
212028	03/16/11	03	FOLLETT EDUCATIONAL	003	TEXTBOOKS	\$749.72
212029	03/16/11	03	LIBRARY VIDEO COMPAN	004	MATERIALS AND SUPPLI	\$219.35
212030	03/16/11	06	STAPLES ADVANTAGE	004	MATERIALS AND SUPPLI	\$66.53
212031	03/16/11	03	OFFICE DEPOT	004	MATERIALS AND SUPPLI	\$43.49
212032	03/16/11	03	INKJET SUPERSTORE.CO	004	MATERIALS AND SUPPLI	\$299.19
212033	03/16/11	03	MISSION FEDERAL CRED	004	MATERIALS AND SUPPLI	\$32.63
212035	03/16/11	03	BARRETT ROBINSON INC	013	MATERIALS AND SUPPLI	\$104.58
212036	03/16/11	03	SOUTHWEST SCHOOL/OFF	013	MATERIALS AND SUPPLI	\$79.90
212037	03/16/11	03	AMAZON.COM	013	MATERIALS AND SUPPLI	\$353.39
212038	03/16/11	06	SAN DIEGO CENTER FOR	030	OTHER CONTR-N.P.S.	\$17,571.50
212039	03/16/11	03	SIMPLEX -GRINNELL L	025	REPAIRS BY VENDORS	\$343.00
212040	03/16/11	03	SIMPLEX -GRINNELL L	025	REPAIRS BY VENDORS	\$3,981.00
212041	03/16/11	03	SIMPLEX -GRINNELL L	025	REPAIRS BY VENDORS	\$1,040.00
212042	03/16/11	03	SIMPLEX -GRINNELL L	025	REPAIRS BY VENDORS	\$460.00
212043	03/16/11	03	FRONTIER FENCE COMPA	025	REPAIRS BY VENDORS	\$1,588.20
212044	03/16/11	06	STAPLES STORES	004	MATERIALS AND SUPPLI	\$45.61
212045	03/17/11	03	HENRY SCHEIN	003	MATERIALS AND SUPPLI	\$105.75
212046	03/17/11	03	STAPLES STORES	023	MATERIALS AND SUPPLI	\$25.53
212047	03/17/11	03	STAPLES ADVANTAGE	012	AERIES SUPPLIES	\$449.28
212048	03/17/11	03	UNITED HEALTH SUPPLI	014	MATERIALS AND SUPPLI	\$225.96
212049	03/17/11	03	NICK RAIL MUSIC	003	MATERIALS AND SUPPLI	\$49.48
212050	03/17/11	03	XEROX CORPORATION	012	DUPLICATING SUPPLIES	\$300.00
212051	03/17/11	03	TIME CLOCK SALES & S	012	REPAIRS BY VENDORS	\$175.99
212052	03/18/11	03	FIELDTURF USA INC	025	EQUIPMENT REPLACEMEN	\$6,513.19
212053	03/18/11	03	STAPLES ADVANTAGE	001	OFFICE SUPPLIES	\$16.31
212054	03/18/11	06	WESTERN PSYCHOLOGICA	030	MATERIALS AND SUPPLI	\$2,486.51
212055	03/18/11	03	DATEL SYSTEMS INC	005	MATERIALS AND SUPPLI	\$277.61
212056	03/18/11	03	POWER SYSTEMS INC	014	NON CAPITALIZED EQUI	\$2,230.28
212057	03/18/11	03	GAYLORD BROS INC	005	MATERIALS AND SUPPLI	\$88.28
212058	03/21/11	03	MISSION FEDERAL CRED	013	MATERIALS AND SUPPLI	\$748.79
212059	03/21/11	03	AMAZON.COM	013	MATERIALS AND SUPPLI	\$271.22
212060	03/21/11	03	SWEETWATER SOUND	013	NON CAPITALIZED EQUI	\$1,498.58
212061	03/21/11	03	RASIX COMPUTER CENTE	013	AERIES SUPPLIES	\$302.60
212062	03/21/11	03	MERCURY DISPOSAL SYS	037	HAZARDOUS WASTE DISP	\$195.87
212063	03/21/11	03	STAPLES ADVANTAGE	013	MATERIALS AND SUPPLI	\$65.14
212064	03/21/11	03	STAPLES ADVANTAGE	013	MATERIALS AND SUPPLI	\$32.88
212066	03/21/11	03	RASIX COMPUTER CENTE	010	MATERIALS AND SUPPLI	\$730.37
212067	03/21/11	03	STAPLES ADVANTAGE	013	MATERIALS AND SUPPLI	\$73.95
212069	03/21/11	06	OFFICE DEPOT	008	MATERIALS AND SUPPLI	\$171.83
212070	03/21/11	06	ALLOY INTERACTIVE IN	012	A/V CONTRACT	\$2,325.00
212071	03/21/11	03	UKRANIAN GIFT SHOP	004	MATERIALS AND SUPPLI	\$239.48
212072	03/21/11	03	TEACHER'S DISCOVERY	013	MATERIALS AND SUPPLI	\$292.82
212073	03/21/11	03	MISSION FEDERAL CRED	008	MATERIALS AND SUPPLI	\$32.15
212074	03/21/11	03	B&H PHOTO-VIDEO-PRO	013	MATERIALS AND SUPPLI	\$302.41
212075	03/21/11	03	PROJECTOR LAMP EXPER	010	OFFICE SUPPLIES	\$486.48
212076	03/21/11	06	OTVEST, LLC	030	MATERIALS AND SUPPLI	\$142.45
212077	03/21/11	03	AMAZON.COM	036	MATERIALS AND SUPPLI	\$21.90

PO/BOARD/REPORT

SAN DIEGUITO UNION HIGH
FROM 03/08/11 THRU 03/28/11

3

ITEM 15G

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
212078	03/21/11	03	AMERICAN EXPRESS	035	A/V CONTRACT	\$660.00
212079	03/21/11	06	AMAZON.COM	030	MATERIALS AND SUPPLI	\$45.00
212080	03/21/11	06	PEARSON & AGS ASSESS	030	MATERIALS AND SUPPLI	\$267.37
212081	03/21/11	03/06	P A R, INC.	030	MATERIALS AND SUPPLI	\$898.98
212082	03/22/11	11	OCEAN AIR RECREATION	009	RENTS & LEASES	\$162.50
212083	03/22/11	06	NASCO MODESTO	005	MATERIALS AND SUPPLI	\$403.65
212084	03/22/11	06	RASIX COMPUTER CENTE	010	MATERIALS AND SUPPLI	\$231.02
212085	03/22/11	03	TURNING TECHNOLOGIES	003	MAT/SUP/EQUIP TECHNO	\$13,159.01
212086	03/22/11	06	ADVANCED NEUROBEHAVI	030	PROF/CONSULT./OPER E	\$2,700.00
212087	03/22/11	03	SEASIDE HEATING AND	025	REPAIRS BY VENDORS	\$2,600.00
212088	03/22/11	03	STAPLES ADVANTAGE	035	MATERIALS AND SUPPLI	\$307.49
212089	03/22/11	06	ROYAL BUSINESS GROUP	030	MATERIALS AND SUPPLI	\$19.58
212090	03/22/11	03	PAXTON/PATTERSON	035	MATERIALS AND SUPPLI	\$3,683.80
212091	03/22/11	03	RASIX COMPUTER CENTE	005	MATERIALS AND SUPPLI	\$262.41
212092	03/22/11	03	UNITED HEALTH SUPPLI	012	MATERIALS AND SUPPLI	\$52.41
212093	03/23/11	03	GRIZZLY INDUSTRIAL	035	MATERIALS AND SUPPLI	\$190.65
212094	03/23/11	03	AREY JONES EDUCATION	035	MAT/SUP/EQUIP TECHNO	\$852.68
212095	03/23/11	03	PATHWAY COMMUNICATIO	014	MATERIALS AND SUPPLI	\$117.66
212097	03/23/11	06	MISSION FEDERAL CRED	030	SOFTWARE/DP SUPPLIES	\$97.33
212098	03/23/11	03	SAN DIEGO COUNTY OFF	030	CONFERENCE,WORKSHOP,	\$40.00
212099	03/24/11	03	DEMCO INC	005	MATERIALS AND SUPPLI	\$229.07
212100	03/24/11	06	RASIX COMPUTER CENTE	030	MATERIALS AND SUPPLI	\$108.97
212101	03/24/11	06	RASIX COMPUTER CENTE	030	MATERIALS AND SUPPLI	\$59.27
212102	03/24/11	03	RASIX COMPUTER CENTE	012	MATERIALS AND SUPPLI	\$187.32
212103	03/24/11	06	OAK GROVE INSTITUTE	030	OTHER CONTR-N.P.S.	\$17,663.34
212104	03/24/11	03	I S U INS SERVICES O	037	OTHER INSURANCE	\$241.92
212105	03/24/11	03	A C T	014	MATERIALS AND SUPPLI	\$1,787.66
212106	03/24/11	06	DELL COMPUTER CORPOR	035	MAT/SUP/EQUIP TECHNO	\$5,314.38
212107	03/25/11	06	INNOVATIVE LEARNING	030	MATERIALS AND SUPPLI	\$761.19
212108	03/25/11	03	XEROX CORPORATION	005	RENTS & LEASES	\$7,915.85
212109	03/25/11	03	MERCURY DISPOSAL SYS	037	HAZARDOUS WASTE DISP	\$858.05
212110	03/25/11	03	TURFSTAR INC	025	REPAIRS BY VENDORS	\$2,632.88
212111	03/25/11	03	US BANK NATIONAL ASS	036	DEBT SERVICE - INTER	\$1,585,211.04
212112	03/11/11	06	AMAZON.COM	033	MATERIALS AND SUPPLI	\$107.36
212113	03/28/11	03	HAPI TONES	024	MATERIALS AND SUPPLI	\$1,058.06
212114	03/28/11	03	GOOGLE, INC.	035	A/V CONTRACT	\$5,196.00
212119	03/28/11	03	LCD PRESENTATION SYS	013	MATERIALS AND SUPPLI	\$913.00
212120	03/28/11	11	LCD PRESENTATION SYS	013	MATERIALS AND SUPPLI	\$1,200.00
212121	03/28/11	03	LCD PRESENTATION SYS	013	REPAIRS BY VENDORS	\$3,800.00
212124	03/28/11	03	SUPERIOR ONSITE SERV	010	REPAIRS BY VENDORS	\$153.77
212128	03/28/11	03	PEPPER OF LOS ANGELE	013	MATERIALS AND SUPPLI	\$300.00
212129	03/28/11	03	WOODWIND & BRASSWIND	013	MATERIALS AND SUPPLI	\$350.00
212131	03/28/11	03	BRAINPOP LLC	013	A/V CONTRACT	\$195.00
212135	03/28/11	03	HERFF JONES	013	MATERIALS AND SUPPLI	\$2,047.22
212138	03/28/11	03	URBAN TREE CARE, INC	025	OTHER SERV.& OPER.EX	\$5,241.00
710040	03/09/11	03	LCD PRESENTATION SYS	035	REPAIRS BY VENDORS	\$515.00
710041	03/18/11	03	LCD PRESENTATION SYS	035	REPAIRS BY VENDORS	\$465.00
710042	03/18/11	03	LCD PRESENTATION SYS	035	REPAIRS BY VENDORS	\$725.00
710043	03/16/11	03	AMERICAN BACKFLOW SP	025	REPAIRS BY VENDORS	\$116.93
810031	03/18/11	03	SAN DIEGO COUNTY OFF	022	CONFERENCE,WORKSHOP,	\$800.00

REPORT TOTAL

\$1,920,413.29

ITEM 15G

INSTANT MONEY REPORT FOR THE PERIOD 03/08/11 THROUGH 03/28/11

Check #	Vendor	Amount
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No checks this period

Total	<u>0</u>
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ITEM 15G

Individual Membership Listings
For the Period of March 8, 2011 through March 28, 2011

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

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 29, 2011

BOARD MEETING DATE: April 7, 2011

PREPARED BY: Christina M. Bennett, Director of Purchasing/Risk Mgt
Eric R. Dill, Associate Superintendent/Business

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: BOARD POLICY REVISION PROPOSAL,
#3516, *“EMPLOYEE INJURY AND ILLNESS
PREVENTION PROGRAM”*

EXECUTIVE SUMMARY

The Employee Injury and Illness Prevention Program (IIPP) acts as the foundation for the District’s safety programs and its goal is to minimize the number of injuries and illnesses that occur during any school year. In an effort to continue advancement of the cause of health and safety for students and employees, District Staff is proposing revisions to the District’s IIPP Board Policy. The proposed changes in the attached Board Policy will also bring the IIPP up to date and current with the most recent Cal-OSHA regulation changes. Moreover, the policy revisions enhance systems for compliance, communication, and prevention among other areas covered in the program.

This policy revision was submitted for a first read on March 17, 2011 and is now being submitted for Board Action.

RECOMMENDATION:

It is recommended that the Board approve Revision Proposal of Board Policy #3516, “Employee Injury and Illness Prevention Program”, as shown in the attached supplement.

FUNDING SOURCE:

N/A

EMPLOYEE INJURY AND ILLNESS PREVENTION PROGRAM

The personal safety and health of each student and employee is a primary concern of the San Dieguito Union High School District Board of Trustees and shall always be a part of and equal to any function of work performed. The objective of the District's injury and illness prevention program is to minimize the number of ~~disabling~~ injuries and illnesses that occur during any school year.

The injury and illness prevention program shall conform with the practices of the California Occupational Safety and Health Act of 1973 and California Administrative Code Title 8 and shall include:

1. ~~Developing and enforcing specific safety and health rules. A system of ensuring compliance with safe and healthy work practices.~~ A system for ensuring compliance with safe and healthy work practices.
2. ~~Training all employees in good safety and health practices.~~ A system to communicate with employees on matters relating to occupational safety and health, such as training programs, administration-staff safety committees, postings, written communication, and a method for employees to notify the District of hazardous conditions without fear of reprisal.
3. ~~Conducting safety and hazard inspections to identify and eliminate unsafe working conditions or practices, to control safety and health hazards, and to discover and report non-compliance with established safety and health standards.~~ Procedures for identifying and evaluating work place hazards, including scheduled periodic inspections to identify unsafe conditions and practices.
4. ~~Providing necessary personal protective equipment and instruction for its use and care and providing mechanical and physical safe guards as required.~~ Methods for correcting unsafe or unhealthy conditions or work practices in a timely manner based on the severity of the hazard.
5. Investigating, promptly and thoroughly, every accident to find out what caused it in an attempt to prevent reoccurrence.
6. Developing and utilizing procedures for prompt attention to injuries and medical controls to insure that no injured employee returns to work unless fit to perform their duties.
7. Establishing procedures for the rehabilitation and return to work of injured employees.
8. ~~All employees are required and encouraged to report unsafe conditions to their immediate supervisor.~~ Designation of the person or persons with authority to implement the program.

The Superintendent is authorized to develop administrative regulations to implement the Employee Injury and Illness Prevention Program.

Legal Reference:

California Administrative Code, TITLE 8
300 et seq. Safety Regulations

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 18, 2011

BOARD MEETING DATE: April 7, 2011

PREPARED BY: Frederick Labib-Wood
Director, Classified Personnel

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: Resolution Declaring May 15-21, 2011,
"Classified School Employee Week"

EXECUTIVE SUMMARY

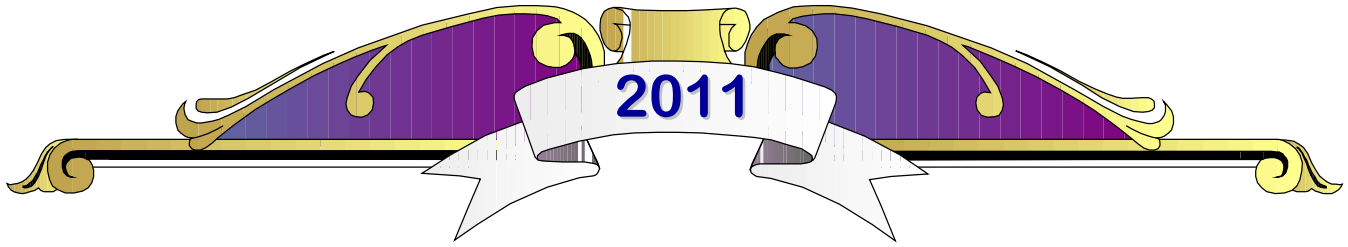
The California State Legislature adopted the third full week in May of each year as Classified School Employee Week by passage of SB 1552 (Campbell) in 1986.

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

On behalf of the more than 400 classified employees in the San Dieguito Union High School District, this is an opportunity to join the State Legislature and other school boards to honor the important services the District receives from its Classified Service by adopting a resolution declaring the week of May 15-21, 2011, "Classified School Employee Week". A resolution is attached for your adoption.

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

Attachment



SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

RESOLUTION DESIGNATING MAY 15 – 21, 2011, “CLASSIFIED SCHOOL EMPLOYEE WEEK”

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the San Dieguito Union High School District Board of Trustees expresses its gratitude and commends all classified employees for their service to the San Dieguito Union High School District and joins the California State Legislature in designating the week of May 15 - 21, 2011, “Classified School Employee Week.”

PASSED AND ADOPTED this 7th Day of April, 2011, at the regular meeting of the Board of Trustees of the San Dieguito Union High School District.

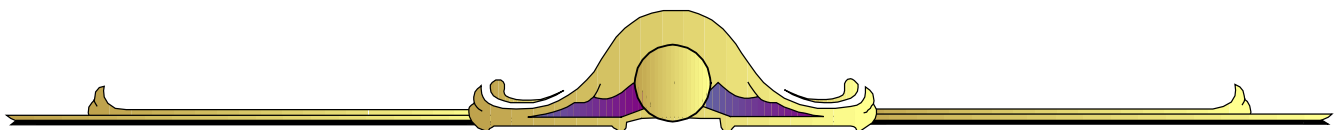
Beth Hergesheimer, President

Joyce Dalessandro, Vice President

Barbara Groth, Clerk

Amy Herman, Trustee

John Salazar, Trustee



San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 18, 2011

BOARD MEETING DATE: April 7, 2011

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

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: RESOLUTION DECLARING MAY 2-6, 2011,
“TEACHER APPRECIATION WEEK”, AND
MAY 3, 2011, “DAY OF THE TEACHER”

EXECUTIVE SUMMARY

On behalf of the more than 550 certificated employees in the San Dieguito Union High School District, this is an opportunity to join other school boards nationwide to honor the important services of the districts' certificated employees by adopting a resolution declaring May 2-6, 2011, “Teacher Appreciation Week”, and May 3, 2011, “Day of the Teacher”. A resolution is attached for adoption by the Board of Trustees.

RECOMMENDATION:

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

FUNDING SOURCE:

N/A

bb
Attachment



2011

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

RESOLUTION DESIGNATING MAY 2-6, 2011, “TEACHER APPRECIATION WEEK”, AND MAY 3, 2011, “DAY OF THE TEACHER”

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the San Dieguito Union High School District Board of Trustees joins with the California Parent Teacher Association in declaring May 2 - 6, 2011, “Teacher Appreciation Week”, and May 3, 2011, “Day of the Teacher.”

PASSED AND ADOPTED this 7th Day of April, 2011, at the regular meeting of the Board of Trustees of the San Dieguito Union High School District.

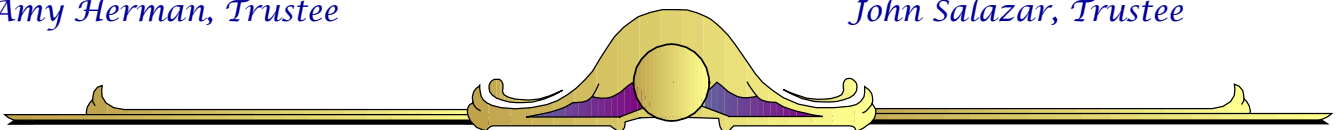
Beth Hergesheimer, President

Joyce Dalessandro, Vice President

Barbara Groth, Clerk

Amy Herman, Trustee

John Salazar, Trustee



San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 25, 2011

BOARD MEETING DATE: April 7, 2011

PREPARED BY: Delores Perley, Director of Finance
Eric Dill, Assoc. Superintendent, Business

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: ADOPT RESOLUTION FOR TAX & REVENUE
ANTICIPATION NOTES (TRANS) FOR FISCAL
YEAR 2011-12

EXECUTIVE SUMMARY

BACKGROUND:

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

CURRENT CONSIDERATION:

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

The attached resolution authorizes the issuance by the District of TRANS in an amount not to exceed \$20,000,000. The not to exceed amount is significantly higher than the \$15,145,000 borrowed in 2010-11. We do not expect to use the full amount; rather, we are stating this sum while we work through our 11-12 cash flow projections and also as a precaution in the event of further unforeseen actions by the state or volatility in our property tax revenue which could affect our cash flow in the next fiscal year.

ITEM 19

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

RECOMMENDATION:

It is recommended that the Board adopt the resolution for Tax and Revenue Anticipation Notes for fiscal year 2011-12, as shown in the attached supplement.

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

RESOLUTION NO. ____

RESOLUTION OF SAN DIEGUITO UNION HIGH SCHOOL DISTRICT AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2011-2012 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2011 TAX AND REVENUE ANTICIPATION NOTES THEREFOR IN AN AMOUNT NOT TO EXCEED \$20,000,000 AND PARTICIPATION IN THE SAN DIEGO COUNTY AND SCHOOL DISTRICT TAX AND REVENUE ANTICIPATION NOTE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID NOTES

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

WHEREAS, the legislative body (the “Board”) of the school district specified in Section 22 hereof (the “District”) has determined that an amount not to exceed the maximum amount of borrowing specified in Section 22 hereof (the “Principal Amount”) is needed for the requirements of the District, a political subdivision situated in the County, for any of the purposes of the District, as authorized by the Act, and that it is necessary that said Principal Amount be borrowed for such purpose at this time by the issuance of one or more series of notes therefor in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys to be received, accrued or held by the District and provided for or attributable to its fiscal year ending June 30, 2012 (the “Repayment Fiscal Year”);

WHEREAS, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance of one or more series of its 2011 Tax and Revenue Anticipation Notes, with an appropriate series designation if more than one note is issued (collectively, the “Note”);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. Authorization of Issuance. This Board hereby determines to borrow, and, to the extent required by the Act, requests the Board of Supervisors of the County to borrow on behalf of the District, solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received, accrued or held by the District and provided for or attributable to the Repayment Fiscal Year, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, the Note, which may be issued in one or more series, in a combined amount not to exceed the Principal Amount under Sections 53850 *et seq.* of the Act, designated the District's "2011 Tax and Revenue Anticipation Note," with an appropriate series designation if more than one series is issued, to be issued in the form of fully registered notes, to be dated the date of delivery to the respective initial purchaser thereof, to mature (with or without option of prior redemption at the election of the District) not more than 15 months after each such delivery date on a date indicated on the face thereof and determined in the related Pricing Confirmation (as it pertains to each series, the "Maturity Date"), and to bear interest, payable on the respective Maturity Date, and, if such Maturity Date is more than 12 months from the date of issuance, the interim interest payment date set forth in the related Pricing Confirmation, and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate or rates, if more than one Note is issued, not to exceed 12% per annum, as determined at the time of the sale of the respective Note (as it pertains to each series, the "Note Rate").

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

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

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

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

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

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

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

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

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

otherwise containing the provisions set forth in the form of the Note Participations contained in the Trust Agreement. When so executed, the Note Participations shall be delivered by the Trustee to the purchaser upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

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

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

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

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

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

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

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

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

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

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

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mean all taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys, which are generally available for the payment of current expenses and other obligations of the District. The Noteholders, Owners and Credit Provider shall have a first lien and charge on such Unrestricted Revenues as herein provided which are received, accrued or held by the District and are provided for or attributable to the Repayment Fiscal Year. Notwithstanding the foregoing, the terms “Unrestricted Revenue” and “Pledged Revenues” shall exclude moneys which, when received by the District, will be encumbered for a special purpose unless an equivalent amount of the proceeds of the Note is set aside and used for said special purpose; and provided further, the terms “Unrestricted Revenues” and “Pledged Revenues” shall exclude any moneys required to be used to repay a treasurer’s loan as described in Section 17 hereof. The District may incur indebtedness secured by a pledge of its Pledged Revenues subordinate to the pledge of Pledged Revenues hereunder and may issue subordinate tax and revenue anticipation notes.

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

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

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

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

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

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

Anything herein to the contrary notwithstanding, the District may at any time during the Repayment Fiscal Year issue or provide for the issuance of a Parity Note by the County on its behalf, secured by a first lien and charge on Pledged Revenues; provided that (i) the District shall have received confirmation from each rating agency rating the outstanding Note or Series of Note Participations related to the Note, that the issuance of such Parity Note (or related series of note participation if sold into a pool) will not cause a reduction or withdrawal of

such rating agency's rating on the outstanding Note or Series of Note Participations related to the Note, (ii) the maturity date of any such Parity Note shall be later than the outstanding Note and (iii) the District shall have received the written consent of the Credit Provider, if any, to the issuance of the Parity Note. In the event that the District issues a Parity Note, or provides for the issuance of a Parity Note by the County on its behalf, the District shall make appropriate deposits into the Payment Account with respect to such Parity Note, and in such event, the Payment Account shall also be held for the benefit of the holders of the Parity Note.

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

Section 10. Representations and Covenants.

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

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

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

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

(E) The District has (or will have prior to the issuance of the Note) duly, regularly and properly adopted a preliminary budget for the Repayment Fiscal Year setting forth expected revenues and expenditures and has complied with all statutory and regulatory

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requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its final budget for the Repayment Fiscal Year, (ii) provide to the Credit Provider, if any, the Financial Advisor and the Underwriter (or owner of the Series of Note Participations in the event of a private placement), promptly upon adoption, copies of such final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The sum of the principal amount of the District's Note plus the interest payable thereon, on the date of its issuance, will not exceed 85% of the estimated amounts of the District's uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys to be received or accrued by the District for the general fund of the District provided for or attributable to the Repayment Fiscal Year all of which will be legally available to pay principal of and interest on the Note (exclusive of any moneys required to be used to repay a treasurer's loan as described in Section 17 hereof).

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

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

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

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

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of, or the authority or ability of the District to perform its obligations under, the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution.

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

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

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

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

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

(P) As a condition to the issuance of the Notes, the District will either (1) then not have a negative or qualified certification applicable to Fiscal Year 2009-10 or Fiscal Year 2010-11 within the meaning of Section 42133 of the Education Code of the State of California or (2) if the District does then have a negative or qualified certification applicable to Fiscal Year 2009-10 or Fiscal Year 2010-11 within the meaning of Section 42133 of the Education code of the State of California, the District shall provide to the Financial Advisor and Bond Counsel the written determination by the County Superintendent of Schools that the repayment of the Notes is probable within the meaning of Section 42133 of the Education Code of the State of California.

(Q) The District funded its Reserve for Economic Uncertainties for Fiscal Year 2010-2011 in at least the minimum amount recommended, and will fund its Reserve for Economic Uncertainties for Fiscal Year 2011-2012 in at least the minimum amount recommended by the State Superintendent of Public Instruction.

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

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

The District hereby (i) represents that the aggregate face amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and to be issued by the District during calendar year 2011, including the Note, is not reasonably expected to exceed \$5,000,000, *provided* that such amount shall be increased by the lesser of \$10,000,000 or the aggregate face amount of such tax-exempt obligations as are attributable to financing capital expenditures for public school facilities, **or in the alternative**, (ii) covenants that the District will take all legally permissible steps necessary to ensure that all of the gross proceeds of the Note will be expended no later than the day that is six months after the respective dates of issuance of the Note so as to satisfy the requirements of Section 148(f)(4)(B) of the Code.

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

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

Section 12. Events of Default and Remedies.

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

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

ITEM 19

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or the Credit Provider, if applicable, unless the Trustee and the Credit Provider shall agree in writing to an extension of such time prior to its expiration;

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

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

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

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

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

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

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

same shall become immediately due and payable by the District without further notice or demand; and

(b) Take whatever other action at law or in equity (except for acceleration of payment on the Note) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

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

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

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

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

Section 14. Approval of Actions. The officers of the County mentioned in Section 9 hereof are hereby authorized and directed to execute the Note and cause the Trustee to authenticate and accept delivery of the Note, pursuant to the terms and conditions of this Resolution. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale and issuance of the Note and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all

ITEM 19

certificates, agreements and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Note in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof are hereby designated as “Authorized District Representatives” under the Trust Agreement.

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

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

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

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

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

Section 20. Appointment of Bond Counsel. The law firm of Orrick, Herrington & Sutcliffe LLP, Los Angeles, California is hereby appointed Bond Counsel for the District. The District acknowledges that Bond Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters, and that Bond Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, financial and other consultants who may have a role or interest in the proposed financing or that may be involved with or adverse to District in this or some other matter. Given the special, limited role of Bond Counsel described above, the District acknowledges that no conflict of interest exists or would exist, waives any conflict of interest that might appear to exist, and consents to any and all such relationships.

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

Section 22. Resolution Parameters.

- (a) Name of District: San Dieguito Union High School District
- (b) Maximum Amount of Borrowing: \$20,000,000
- (c) Authorized District Representatives:
 - (1) Superintendent
 - (2) Associate Superintendent of Business Services
 - (3) Director of Finance

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

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

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

EXHIBIT A

FORM OF NOTES

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

COUNTY OF SAN DIEGO, CALIFORNIA

2011 TAX AND REVENUE ANTICIPATION NOTE, SERIES ___^{*/}

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

REGISTERED OWNER:

PRINCIPAL AMOUNT: \$ _____

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

^{*/} If more than one Series is issued under the Program in the Repayment Fiscal Year.

^{**/} Number of Repayment Dates and percentages to be determined in Pricing Confirmation (as defined in the Resolution).

ITEM 19

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

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

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received or accrued by the District for the general fund of the District and are provided for or attributable to the Fiscal Year ending June 30, 2012 (the "Repayment Fiscal Year"). As security for the payment of the principal of and interest on the Note, the District has pledged certain Unrestricted Revenues of the District (the "Pledged Revenues") received, accrued or held by the District and provided for or attributable to the Repayment Fiscal Year, and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and, to the extent not so paid, shall be paid from any other moneys of the District lawfully available therefor, as set forth in the Resolution. Notwithstanding the foregoing, the terms "Unrestricted Revenues" and "Pledged Revenues" exclude any moneys required to be used to repay a treasurer's loan, as more particularly described in the Resolution. The County is not liable for payment of this Note. The full faith and credit of the District is not pledged to the payment of the principal or interest on this Note.

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

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

ITEM 19

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

COUNTY OF SAN DIEGO

By: _____
Chief Financial Officer

Countersigned

By: _____
Clerk of the Board of Supervisors

ITEM 19

[STATEMENT OF INSURANCE]^{*/}

^{*/} To be used only if Credit Instrument is a policy of municipal bond insurance.

SECRETARY'S CERTIFICATE

I, _____, Secretary of the Board, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a _____ meeting of the Board duly and regularly held at the regular meeting place thereof on the ____ day of _____, 2011, of which meeting all of the members of said had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

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

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

Dated: _____, 2011

Secretary of the Board

San Dieguito Union High School District

ITEM 20

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 17, 2011

BOARD MEETING DATE: April 7, 2011

PREPARED BY: Rick Schmitt, Associate Superintendent,
Educational Services

SUBMITTED BY: Ken Noah, Superintendent

SUBJECT: 2009-10 School Accountability Report Cards
(SARC)

EXECUTIVE SUMMARY

The California Department of Education (CDE) now requires that school districts obtain Board approval for each school's report. The 2009-10 SARC is organized into three sections:

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

Attached are one-page "Spotlight on Performance" reports for each school, which highlight key facts about test scores and accountability measures. To review the document in its entirety, click here: [School Accountability Report Card](#).

RECOMMENDATION:

This item is being submitted for a first read and will be resubmitted for action on May 3, 2011.

FUNDING SOURCE:

Not applicable.

Canyon Crest Academy

ITEM 20

ADDRESS: 5951 Village Center Loop Rd., San Diego, CA 92130 **PHONE:** (858) 350-0253

PRINCIPAL: Brian Kohn **GRADE RANGE:** 9-12 **SCHEDULE:** Traditional

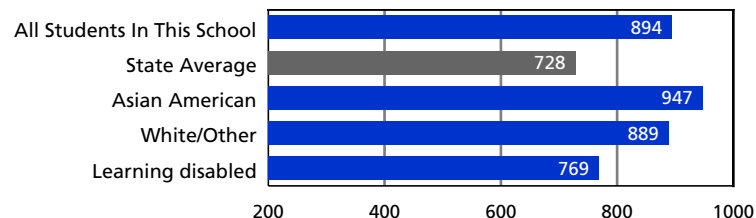
CALIFORNIA ACCOUNTABILITY

The state's education officials decide how schools are doing by looking at students' test scores. By combining the results of all tests, and measuring progress year to year, state officials calculate a number between 200 and 1,000 that becomes a school's Academic Performance Index.

Academic Performance Index	894
Growth attained from prior year	+27
Met schoolwide growth targets	Yes
Met growth targets for all groups of students	Yes

API, Spring 2010

The API is California's way of rating schools. Using student test scores, the API places schools on a scale from 200 to 1000. Our school's API was 894, compared with 728 for the average high school (shown in gray below). The state expects schools to attain an API of 800 eventually. We also keep track of the APIs for each major subgroup of students in our school. Their APIs are shown in blue in the graph below.



California Standards Tests

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

BAR GRAPHS BELOW SHOW THESE PROFICIENCY GROUPS (LEFT TO RIGHT):
■ FAR BELOW BASIC ■ BELOW BASIC ■ BASIC ■ PROFICIENT ■ ADVANCED

SUBJECT	PERCENT PROFICIENT OR HIGHER	LOW SCORES	HIGH SCORES
English/Language Arts (Reading and Writing)			
Our school	85%		
Calif. high schools	49%		
Geometry			
Our school	54%		
Calif. high schools	24%		
US History			
Our school	80%		
Calif. high schools	48%		
Biology			
Our school	80%		
Calif. high schools	47%		
Life Science (Tenth Grade)			
Our school	83%		
Calif. high schools	47%		

SOURCE: The scores for the California Standards Tests are from the spring 2010 test cycle. State averages represent high schools only.

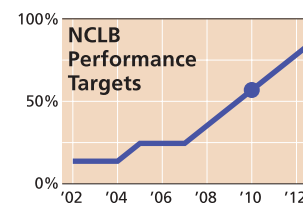
FEDERAL ACCOUNTABILITY

Following the law known as No Child Left Behind (NCLB), federal officials also interpret test scores to evaluate schools. Adequate Yearly Progress (AYP) is the federal measure of the percentage of students who have scored Proficient or higher on state standardized tests in math and English/language arts.

Made Adequate Yearly Progress (AYP) in English/language arts and math	N/A*
Is the school on the Program Improvement (PI) list?	No
Number of AYP targets met	10*
Number of AYP targets school was required to meet	10*

SOURCE: API growth score and AYP from the 2010 test cycle. API and AYP current as of September 2010. *Please note that this information may change. The California Dept. of Ed. will release final AYP data by December 2010.

In order to meet the federal requirements of No Child Left Behind, schools are now expected to help more students score Proficient or higher on two tests: math and English/language arts. The dot on the graph to the right (55 to 58 percent) marks the percentage of students in a school that had to score Proficient or higher in 2010 for the school to make AYP. In addition, every significant subgroup of students (for example, English Learners) also had to meet this mark for the school to make AYP.



Please go to <http://www.sduhsd.k12.ca.us/> for more information about this school, including our School Accountability Report Card, or visit us at the school office.

Carmel Valley Middle School

ITEM 20

ADDRESS: 3800 Mykonos Lane, San Diego, CA 92130 **PHONE:** (858) 481-8221
PRINCIPAL: Laurie Francis **GRADE RANGE:** 7-8 **SCHEDULE:** Traditional

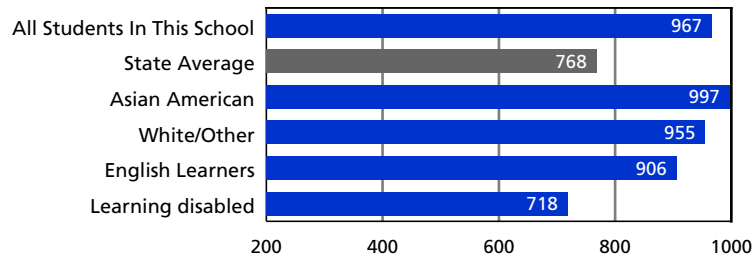
CALIFORNIA ACCOUNTABILITY

The state's education officials decide how schools are doing by looking at students' test scores. By combining the results of all tests, and measuring progress year to year, state officials calculate a number between 200 and 1,000 that becomes a school's Academic Performance Index.

Academic Performance Index	967
Growth attained from prior year	+7
Met schoolwide growth targets	Yes
Met growth targets for all groups of students	Yes

API, Spring 2010

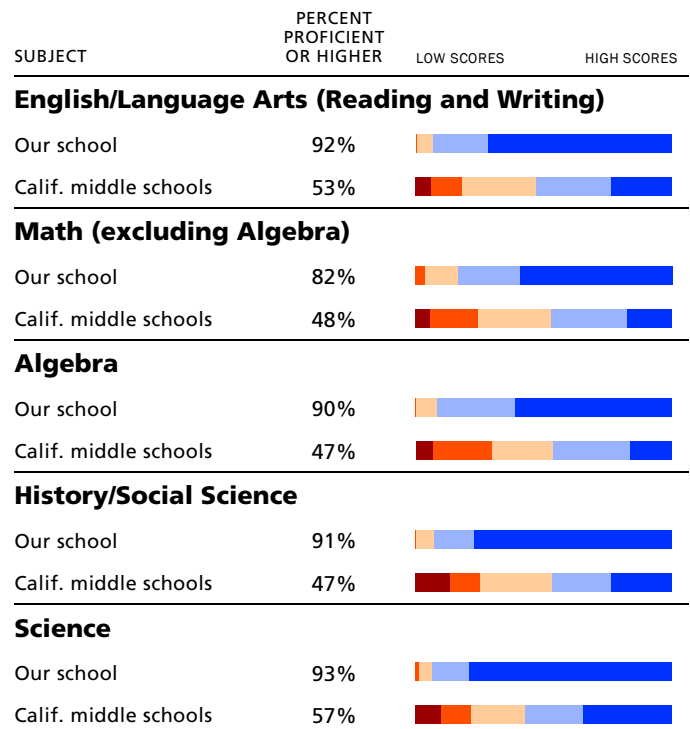
The API is California's way of rating schools. Using student test scores, the API places schools on a scale from 200 to 1000. Our school's API was 967, compared with 768 for the average middle school (shown in gray below). The state expects schools to attain an API of 800 eventually. We also keep track of the APIs for each major subgroup of students in our school. Their APIs are shown in blue in the graph below.



California Standards Tests

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

BAR GRAPHS BELOW SHOW THESE PROFICIENCY GROUPS (LEFT TO RIGHT):
■ FAR BELOW BASIC ■ BELOW BASIC ■ BASIC ■ PROFICIENT ■ ADVANCED



SOURCE: The scores for the California Standards Tests are from the spring 2010 test cycle. State averages represent middle schools only.

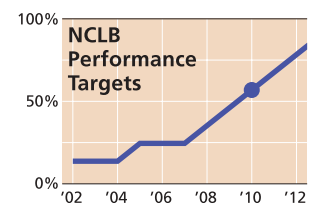
FEDERAL ACCOUNTABILITY

Following the law known as No Child Left Behind (NCLB), federal officials also interpret test scores to evaluate schools. Adequate Yearly Progress (AYP) is the federal measure of the percentage of students who have scored Proficient or higher on state standardized tests in math and English/language arts.

Made Adequate Yearly Progress (AYP) in English/language arts and math	No
Is the school on the Program Improvement (PI) list?	No
Number of AYP targets met	20
Number of AYP targets school was required to meet	21

SOURCE: API growth score and AYP from the 2010 test cycle. API and AYP current as of September 2010.

In order to meet the federal requirements of No Child Left Behind, schools are now expected to help more students score Proficient or higher on two tests: math and English/language arts. The dot on the graph to the right (55 to 58 percent) marks the percentage of students in a school that had to score Proficient or higher in 2010 for the school to make AYP. In addition, every significant subgroup of students (for example, English Learners) also had to meet this mark for the school to make AYP.



Please go to <http://www.sduhsd.k12.ca.us/> for more information about this school, including our School Accountability Report Card, or visit us at the school office.

Diegueno Middle School

ITEM 20

ADDRESS: 2150 Village Park Way, Encinitas, CA 92024 **PHONE:** (760) 944-1892

PRINCIPAL: Mary Anne Nuskin **GRADE RANGE:** 7-8 **SCHEDULE:** Traditional

CALIFORNIA ACCOUNTABILITY

The state's education officials decide how schools are doing by looking at students' test scores. By combining the results of all tests, and measuring progress year to year, state officials calculate a number between 200 and 1,000 that becomes a school's Academic Performance Index.

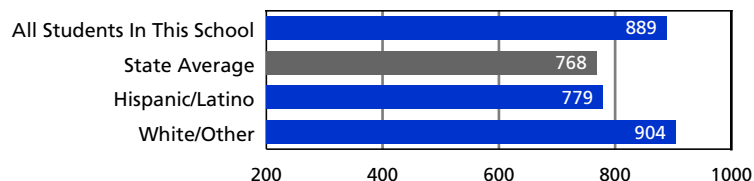
Academic Performance Index	889
Growth attained from prior year	+41
Met schoolwide growth targets	Yes
Met growth targets for all groups of students	Yes

API, Spring 2010

The API is California's way of rating schools. Using student test scores, the API places schools on a scale from 200 to 1000. Our school's API was 889, compared with 768 for the average middle school (shown in gray below). The state expects schools to attain an API of 800 eventually.

We also keep track of the APIs for each major subgroup of students in our school. Their APIs are shown in blue in the graph below.

We encourage you to look beyond the API to specific test results in math, English/language arts, social science, and science to better understand how our students are doing.



California Standards Tests

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

BAR GRAPHS BELOW SHOW THESE PROFICIENCY GROUPS (LEFT TO RIGHT):
■ FAR BELOW BASIC ■ BELOW BASIC ■ BASIC ■ PROFICIENT ■ ADVANCED

SUBJECT	PERCENT PROFICIENT OR HIGHER	LOW SCORES	HIGH SCORES
English/Language Arts (Reading and Writing)			
Our school	77%		
Calif. middle schools	53%		
Math (excluding Algebra)			
Our school	70%		
Calif. middle schools	48%		
Algebra			
Our school	98%		
Calif. middle schools	47%		
History/Social Science			
Our school	73%		
Calif. middle schools	47%		
Science			
Our school	82%		
Calif. middle schools	57%		

SOURCE: The scores for the California Standards Tests are from the spring 2010 test cycle. State averages represent middle schools only.

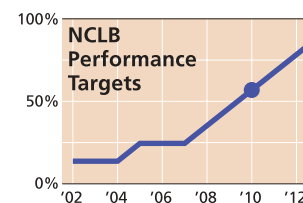
FEDERAL ACCOUNTABILITY

Following the law known as No Child Left Behind (NCLB), federal officials also interpret test scores to evaluate schools. Adequate Yearly Progress (AYP) is the federal measure of the percentage of students who have scored Proficient or higher on state standardized tests in math and English/language arts.

Made Adequate Yearly Progress (AYP) in English/language arts and math	Yes
Is the school on the Program Improvement (PI) list?	No
Number of AYP targets met	15
Number of AYP targets school was required to meet	15

SOURCE: API growth score and AYP from the 2010 test cycle. API and AYP current as of September 2010.

In order to meet the federal requirements of No Child Left Behind, schools are now expected to help more students score Proficient or higher on two tests: math and English/language arts. The dot on the graph to the right (55 to 58 percent) marks the percentage of students in a school that had to score Proficient or higher in 2010 for the school to make AYP. In addition, every significant subgroup of students (for example, English Learners) also had to meet this mark for the school to make AYP.



Please go to <http://www.sduhsd.k12.ca.us/> for more information about this school, including our School Accountability Report Card, or visit us at the school office.



Earl Warren Middle School

ITEM 20

ADDRESS: 155 Stevens St., Solana Beach, CA 92075 **PHONE:** (858) 755-1558

PRINCIPAL: Anna Pedroza **GRADE RANGE:** 7-8 **SCHEDULE:** Traditional

CALIFORNIA ACCOUNTABILITY

The state's education officials decide how schools are doing by looking at students' test scores. By combining the results of all tests, and measuring progress year to year, state officials calculate a number between 200 and 1,000 that becomes a school's Academic Performance Index.

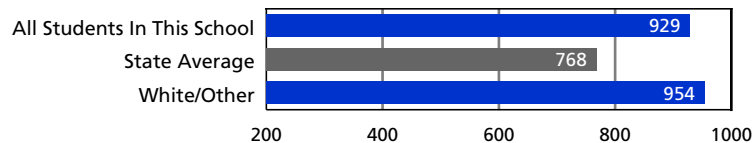
Academic Performance Index	929
Growth attained from prior year	-4
Met schoolwide growth targets	Yes
Met growth targets for all groups of students	Yes

API, Spring 2010

The API is California's way of rating schools. Using student test scores, the API places schools on a scale from 200 to 1000. Our school's API was 929, compared with 768 for the average middle school (shown in gray below). The state expects schools to attain an API of 800 eventually.

We also keep track of the APIs for each major subgroup of students in our school. Their APIs are shown in blue in the graph below.

We encourage you to look beyond the API to specific test results in math, English/language arts, social science, and science to better understand how our students are doing.



California Standards Tests

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

BAR GRAPHS BELOW SHOW THESE PROFICIENCY GROUPS (LEFT TO RIGHT):
■ FAR BELOW BASIC ■ BELOW BASIC ■ BASIC ■ PROFICIENT ■ ADVANCED

SUBJECT	PERCENT PROFICIENT OR HIGHER	LOW SCORES	HIGH SCORES
English/Language Arts (Reading and Writing)			
Our school	86%		
Calif. middle schools	53%		
Math (excluding Algebra)			
Our school	69%		
Calif. middle schools	48%		
Algebra			
Our school	88%		
Calif. middle schools	47%		
History/Social Science			
Our school	80%		
Calif. middle schools	47%		
Science			
Our school	88%		
Calif. middle schools	57%		

SOURCE: The scores for the California Standards Tests are from the spring 2010 test cycle. State averages represent middle schools only.

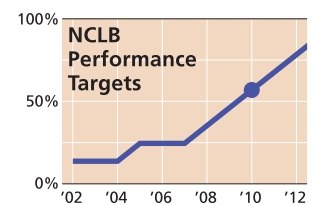
FEDERAL ACCOUNTABILITY

Following the law known as No Child Left Behind (NCLB), federal officials also interpret test scores to evaluate schools. Adequate Yearly Progress (AYP) is the federal measure of the percentage of students who have scored Proficient or higher on state standardized tests in math and English/language arts.

Made Adequate Yearly Progress (AYP) in English/language arts and math	Yes
Is the school on the Program Improvement (PI) list?	No
Number of AYP targets met	9
Number of AYP targets school was required to meet	9

SOURCE: API growth score and AYP from the 2010 test cycle. API and AYP current as of September 2010.

In order to meet the federal requirements of No Child Left Behind, schools are now expected to help more students score Proficient or higher on two tests: math and English/language arts. The dot on the graph to the right (55 to 58 percent) marks the percentage of students in a school that had to score Proficient or higher in 2010 for the school to make AYP. In addition, every significant subgroup of students (for example, English Learners) also had to meet this mark for the school to make AYP.



Please go to <http://www.sduhsd.k12.ca.us/> for more information about this school, including our School Accountability Report Card, or visit us at the school office.



La Costa Canyon High School

ITEM 20

ADDRESS: One Maverick Way, Carlsbad, CA 92009 **PHONE:** (760) 436-6136

PRINCIPAL: Kyle Ruggles **GRADE RANGE:** 9-12 **SCHEDULE:** Traditional

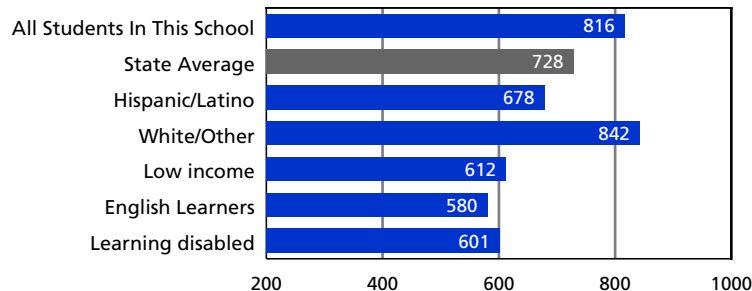
CALIFORNIA ACCOUNTABILITY

The state's education officials decide how schools are doing by looking at students' test scores. By combining the results of all tests, and measuring progress year to year, state officials calculate a number between 200 and 1,000 that becomes a school's Academic Performance Index.

Academic Performance Index	816
Growth attained from prior year	-3
Met schoolwide growth targets	Yes
Met growth targets for all groups of students	No

API, Spring 2010

The API is California's way of rating schools. Using student test scores, the API places schools on a scale from 200 to 1000. Our school's API was 816, compared with 728 for the average high school (shown in gray below). The state expects schools to attain an API of 800 eventually. We also keep track of the APIs for each major subgroup of students in our school. Their APIs are shown in blue in the graph below.



California Standards Tests

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

BAR GRAPHS BELOW SHOW THESE PROFICIENCY GROUPS (LEFT TO RIGHT):
■ FAR BELOW BASIC ■ BELOW BASIC ■ BASIC ■ PROFICIENT ■ ADVANCED

SUBJECT	PERCENT PROFICIENT OR HIGHER	LOW SCORES	HIGH SCORES
English/Language Arts (Reading and Writing)			
Our school	67%		
Calif. high schools	49%		
Geometry			
Our school	45%		
Calif. high schools	24%		
US History			
Our school	68%		
Calif. high schools	48%		
Biology			
Our school	59%		
Calif. high schools	47%		
Life Science (Tenth Grade)			
Our school	66%		
Calif. high schools	47%		

SOURCE: The scores for the California Standards Tests are from the spring 2010 test cycle. State averages represent high schools only.

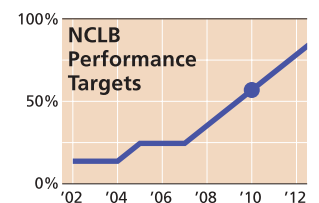
FEDERAL ACCOUNTABILITY

Following the law known as No Child Left Behind (NCLB), federal officials also interpret test scores to evaluate schools. Adequate Yearly Progress (AYP) is the federal measure of the percentage of students who have scored Proficient or higher on state standardized tests in math and English/language arts.

Made Adequate Yearly Progress (AYP) in English/language arts and math	No
Is the school on the Program Improvement (PI) list?	No
Number of AYP targets met	12*
Number of AYP targets school was required to meet	14*

SOURCE: API growth score and AYP from the 2010 test cycle. API and AYP current as of September 2010. *Please note that this information may change. The California Dept. of Ed. will release final AYP data by December 2010.

In order to meet the federal requirements of No Child Left Behind, schools are now expected to help more students score Proficient or higher on two tests: math and English/language arts. The dot on the graph to the right (55 to 58 percent) marks the percentage of students in a school that had to score Proficient or higher in 2010 for the school to make AYP. In addition, every significant subgroup of students (for example, English Learners) also had to meet this mark for the school to make AYP.



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Oak Crest Middle School

ITEM 20

ADDRESS: 675 Balour Dr., Encinitas, CA 92024 **PHONE:** (760) 753-6241

PRINCIPAL: Terry Calen **GRADE RANGE:** 7-8 **SCHEDULE:** Traditional

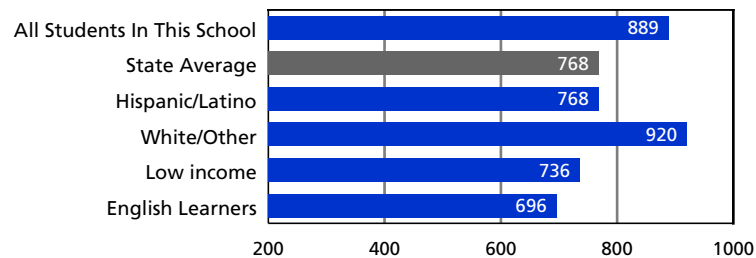
CALIFORNIA ACCOUNTABILITY

The state's education officials decide how schools are doing by looking at students' test scores. By combining the results of all tests, and measuring progress year to year, state officials calculate a number between 200 and 1,000 that becomes a school's Academic Performance Index.

Academic Performance Index	889
Growth attained from prior year	+17
Met schoolwide growth targets	Yes
Met growth targets for all groups of students	Yes

API, Spring 2010

The API is California's way of rating schools. Using student test scores, the API places schools on a scale from 200 to 1000. Our school's API was 889, compared with 768 for the average middle school (shown in gray below). The state expects schools to attain an API of 800 eventually. We also keep track of the APIs for each major subgroup of students in our school. Their APIs are shown in blue in the graph below.



California Standards Tests

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

BAR GRAPHS BELOW SHOW THESE PROFICIENCY GROUPS (LEFT TO RIGHT):
■ FAR BELOW BASIC ■ BELOW BASIC ■ BASIC ■ PROFICIENT ■ ADVANCED

SUBJECT	PERCENT PROFICIENT OR HIGHER	LOW SCORES	HIGH SCORES
English/Language Arts (Reading and Writing)			
Our school	77%		
Calif. middle schools	53%		
Math (excluding Algebra)			
Our school	66%		
Calif. middle schools	48%		
Algebra			
Our school	96%		
Calif. middle schools	47%		
History/Social Science			
Our school	80%		
Calif. middle schools	47%		
Science			
Our school	83%		
Calif. middle schools	57%		

SOURCE: The scores for the California Standards Tests are from the spring 2010 test cycle. State averages represent middle schools only.

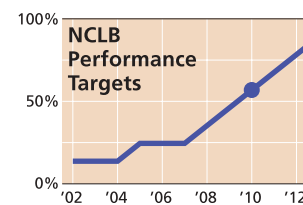
FEDERAL ACCOUNTABILITY

Following the law known as No Child Left Behind (NCLB), federal officials also interpret test scores to evaluate schools. Adequate Yearly Progress (AYP) is the federal measure of the percentage of students who have scored Proficient or higher on state standardized tests in math and English/language arts.

Made Adequate Yearly Progress (AYP) in English/language arts and math	No
Is the school on the Program Improvement (PI) list?	No
Number of AYP targets met	18
Number of AYP targets school was required to meet	21

SOURCE: API growth score and AYP from the 2010 test cycle. API and AYP current as of September 2010.

In order to meet the federal requirements of No Child Left Behind, schools are now expected to help more students score Proficient or higher on two tests: math and English/language arts. The dot on the graph to the right (55 to 58 percent) marks the percentage of students in a school that had to score Proficient or higher in 2010 for the school to make AYP. In addition, every significant subgroup of students (for example, English Learners) also had to meet this mark for the school to make AYP.



Please go to <http://www.sduhsd.k12.ca.us/> for more information about this school, including our School Accountability Report Card, or visit us at the school office.

San Dieguito High School Academy

ITEM 20

ADDRESS: 800 Santa Fe Dr., Encinitas, CA 92024 **PHONE:** (760) 753-1121

PRINCIPAL: Michael Grove **GRADE RANGE:** 9-12 **SCHEDULE:** Traditional

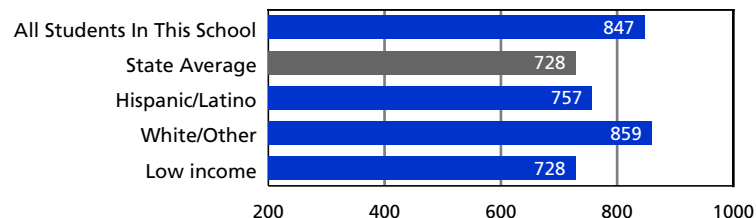
CALIFORNIA ACCOUNTABILITY

The state's education officials decide how schools are doing by looking at students' test scores. By combining the results of all tests, and measuring progress year to year, state officials calculate a number between 200 and 1,000 that becomes a school's Academic Performance Index.

Academic Performance Index	847
Growth attained from prior year	+32
Met schoolwide growth targets	Yes
Met growth targets for all groups of students	Yes

API, Spring 2010

The API is California's way of rating schools. Using student test scores, the API places schools on a scale from 200 to 1000. Our school's API was 847, compared with 728 for the average high school (shown in gray below). The state expects schools to attain an API of 800 eventually. We also keep track of the APIs for each major subgroup of students in our school. Their APIs are shown in blue in the graph below.



California Standards Tests

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

BAR GRAPHS BELOW SHOW THESE PROFICIENCY GROUPS (LEFT TO RIGHT):
■ FAR BELOW BASIC ■ BELOW BASIC ■ BASIC ■ PROFICIENT ■ ADVANCED

SUBJECT	PERCENT PROFICIENT OR HIGHER	LOW SCORES	HIGH SCORES
English/Language Arts (Reading and Writing)			
Our school	78%		
Calif. high schools	49%		
Geometry			
Our school	37%		
Calif. high schools	24%		
US History			
Our school	74%		
Calif. high schools	48%		
Biology			
Our school	68%		
Calif. high schools	47%		
Life Science (Tenth Grade)			
Our school	74%		
Calif. high schools	47%		

SOURCE: The scores for the California Standards Tests are from the spring 2010 test cycle. State averages represent high schools only.

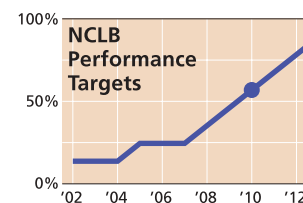
FEDERAL ACCOUNTABILITY

Following the law known as No Child Left Behind (NCLB), federal officials also interpret test scores to evaluate schools. Adequate Yearly Progress (AYP) is the federal measure of the percentage of students who have scored Proficient or higher on state standardized tests in math and English/language arts.

Made Adequate Yearly Progress (AYP) in English/language arts and math	N/A*
Is the school on the Program Improvement (PI) list?	No
Number of AYP targets met	14*
Number of AYP targets school was required to meet	14*

SOURCE: API growth score and AYP from the 2010 test cycle. API and AYP current as of September 2010. *Please note that this information may change. The California Dept. of Ed. will release final AYP data by December 2010.

In order to meet the federal requirements of No Child Left Behind, schools are now expected to help more students score Proficient or higher on two tests: math and English/language arts. The dot on the graph to the right (55 to 58 percent) marks the percentage of students in a school that had to score Proficient or higher in 2010 for the school to make AYP. In addition, every significant subgroup of students (for example, English Learners) also had to meet this mark for the school to make AYP.



Please go to <http://www.sduhsd.k12.ca.us/> for more information about this school, including our School Accountability Report Card, or visit us at the school office.



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Sunset High School

ITEM 20

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

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

CALIFORNIA ACCOUNTABILITY

The state's education officials decide how schools are doing by looking at students' test scores. By combining the results of all tests, and measuring progress year to year, state officials calculate a number between 200 and 1,000 that becomes a school's Academic Performance Index.

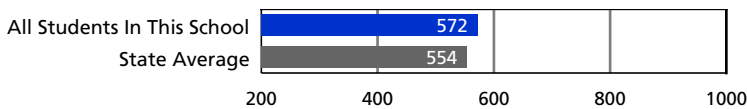
Academic Performance Index	572
Growth attained from prior year	-136
Met schoolwide growth targets	N/A
Met growth targets for all groups of students	N/A

API, Spring 2010

The API is California's way of rating schools. The index was created in 1999 to help parents and educators recognize schools that show progress and identify schools that need help.

Using student test scores, the API places schools on a scale from 200 to 1000. Our school's API was 572, compared with 554 for the average continuation high school (shown in gray below). The state expects schools to attain an API of 800 eventually.

We encourage you to look beyond the API to specific test results in math, English/language arts, social studies, and science to better understand how our students are doing.



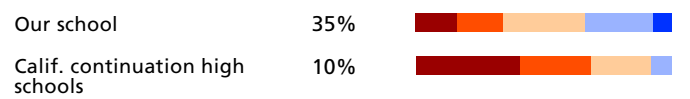
California Standards Tests

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

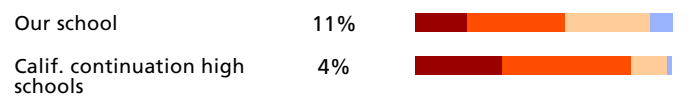
BAR GRAPHS BELOW SHOW THESE PROFICIENCY GROUPS (LEFT TO RIGHT):
■ FAR BELOW BASIC ■ BELOW BASIC ■ BASIC ■ PROFICIENT ■ ADVANCED

SUBJECT	PERCENT PROFICIENT OR HIGHER	LOW SCORES	HIGH SCORES
---------	------------------------------	------------	-------------

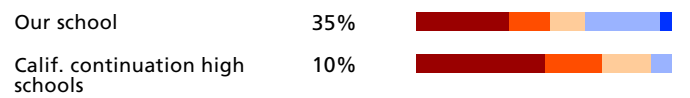
English/Language Arts (Reading and Writing)



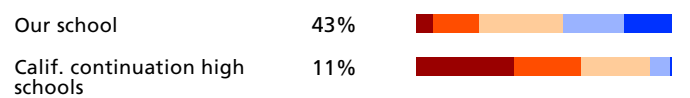
Algebra



US History



Life Science (Tenth Grade)



SOURCE: The scores for the California Standards Tests are from the spring 2010 test cycle. State averages represent continuation high schools only.

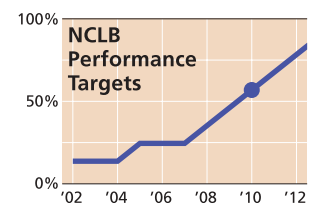
FEDERAL ACCOUNTABILITY

Following the law known as No Child Left Behind (NCLB), federal officials also interpret test scores to evaluate schools. Adequate Yearly Progress (AYP) is the federal measure of the percentage of students who have scored Proficient or higher on state standardized tests in math and English/language arts.

Made Adequate Yearly Progress (AYP) in English/language arts and math	N/A*
Is the school on the Program Improvement (PI) list?	No
Number of AYP targets met	5*
Number of AYP targets school was required to meet	5*

SOURCE: API growth score and AYP from the 2010 test cycle. API and AYP current as of September 2010. *Please note that this information may change. The California Dept. of Ed. will release final AYP data by December 2010.

In order to meet the federal requirements of No Child Left Behind, schools are now expected to help more students score Proficient or higher on two tests: math and English/language arts. The dot on the graph to the right (55 to 58 percent) marks the percentage of students in a school that had to score Proficient or higher in 2010 for the school to make AYP. In addition, every significant subgroup of students (for example, English Learners) also had to meet this mark for the school to make AYP.



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Torrey Pines High School

ITEM 20

ADDRESS: 3710 Del Mar Heights Road, San Diego, CA 92130 **PHONE:** (858) 755-0125

PRINCIPAL: Brett Killeen **GRADE RANGE:** 9-12 **SCHEDULE:** Traditional

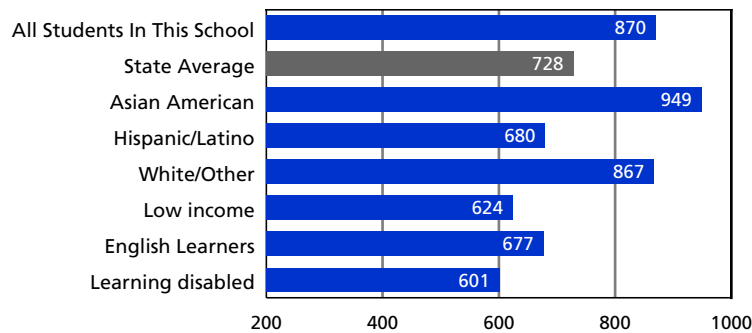
CALIFORNIA ACCOUNTABILITY

The state's education officials decide how schools are doing by looking at students' test scores. By combining the results of all tests, and measuring progress year to year, state officials calculate a number between 200 and 1,000 that becomes a school's Academic Performance Index.

Academic Performance Index	870
Growth attained from prior year	+10
Met schoolwide growth targets	Yes
Met growth targets for all groups of students	No

API, Spring 2010

This graph shows our schoolwide API in comparison with the API for the average high school in the state. Our largest student subgroups' APIs appear below.



California Standards Tests

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

BAR GRAPHS BELOW SHOW THESE PROFICIENCY GROUPS (LEFT TO RIGHT):
■ FAR BELOW BASIC ■ BELOW BASIC ■ BASIC ■ PROFICIENT ■ ADVANCED

SUBJECT	PERCENT PROFICIENT OR HIGHER	LOW SCORES	HIGH SCORES
English/Language Arts (Reading and Writing)			
Our school	79%		
Calif. high schools	49%		
Geometry			
Our school	50%		
Calif. high schools	24%		
US History			
Our school	71%		
Calif. high schools	48%		
Biology			
Our school	78%		
Calif. high schools	47%		
Life Science (Tenth Grade)			
Our school	82%		
Calif. high schools	47%		

SOURCE: The scores for the California Standards Tests are from the spring 2010 test cycle. State averages represent high schools only.

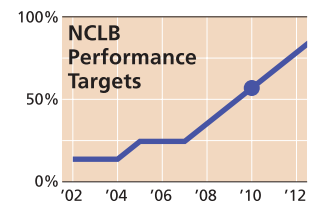
FEDERAL ACCOUNTABILITY

Following the law known as No Child Left Behind (NCLB), federal officials also interpret test scores to evaluate schools. Adequate Yearly Progress (AYP) is the federal measure of the percentage of students who have scored Proficient or higher on state standardized tests in math and English/language arts.

Made Adequate Yearly Progress (AYP) in English/language arts and math	N/A*
Is the school on the Program Improvement (PI) list?	No
Number of AYP targets met	14*
Number of AYP targets school was required to meet	14*

SOURCE: API growth score and AYP from the 2010 test cycle. API and AYP current as of September 2010. *Please note that this information may change. The California Dept. of Ed. will release final AYP data by December 2010.

In order to meet the federal requirements of No Child Left Behind, schools are now expected to help more students score Proficient or higher on two tests: math and English/language arts. The dot on the graph to the right (55 to 58 percent) marks the percentage of students in a school that had to score Proficient or higher in 2010 for the school to make AYP. In addition, every significant subgroup of students (for example, English Learners) also had to meet this mark for the school to make AYP.



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