



**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, MAY 3, 2012  
6:30 PM**

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

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

**PUBLIC COMMENTS**

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

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

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

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

**PUBLIC INSPECTION OF DOCUMENTS**

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

**CONSENT CALENDAR**

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

**CLOSED SESSION**

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

**CELL PHONES/PAGERS**

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

---

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

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

**AGENDA**

**THURSDAY, MAY 3, 2012  
6:30 PM**

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

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

- 1. CALL TO ORDER; PUBLIC COMMENTS REGARDING CLOSED SESSION ITEMS ..... 6:00 PM
- 2. **CLOSED SESSION** ..... **6:01 PM**
  - A. To consider personnel issues, pursuant to Government Code Sections 11126 and 54957; limited to consideration of the appointment, employment, evaluation of performance, discipline /release, dismissal of a public employee or to hear *complaints or charges brought against such employee by another person or employee unless the employee requests a public session.* (2 issues)
  - 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 (4 cases)

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

- 3. RECONVENE REGULAR BOARD MEETING / CALL TO ORDER ..... BOARD PRESIDENT  
\* WELCOME / MEETING PROTOCOL REMARKS
- 4. PLEDGE OF ALLEGIANCE
- 5. REPORT OUT OF CLOSED SESSION
- 6. APPROVAL OF MINUTES OF THE REGULAR BOARD MEETING OF APRIL 5, 2012  
Motion by \_\_\_\_\_, second by \_\_\_\_\_, to approve the Minutes of the April 5<sup>th</sup> Board Meeting, as shown in the attached supplement(s).

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

- 7. STUDENT UPDATES.....STUDENT BOARD REPRESENTATIVES
- 8. BOARD REPORTS AND UPDATES ..... BOARD OF TRUSTEES
- 9. SUPERINTENDENT’S REPORTS, BRIEFINGS, AND LEGISLATIVE UPDATES..... KEN NOAH
- 10. DEPARTMENT UPDATE, NUTRITION SERVICES.....RICK MARIAM, DIRECTOR

**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(s).
- B. FIELD TRIP REQUESTS  
(None Submitted)

## 12. HUMAN RESOURCES

### A. PERSONNEL REPORTS

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

1. Certificated and/or Classified Personnel Reports, as shown in the attached supplement(s).

## 13. EDUCATIONAL SERVICES

### A. APPROVAL/RATIFICATION OF AGREEMENTS

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

1. PLATO, Inc. dba PLATO Learning, to provide online credit recovery software solutions and professional services, during the period of May 23, 2012 through July 22, 2013, for an amount not to exceed \$196,165.00, to be expended from the General Fund 03-00.

## 14. PUPIL SERVICES

### A. APPROVAL/RATIFICATION OF NON-PUBLIC SCHOOL / NON-PUBLIC AGENCY CONTRACTS, INDEPENDENT CONTRACTOR AGREEMENTS, AND/OR MEMORANDUMS OF UNDERSTANDING

Approve entering into the following non-public school / non-public agency master contracts (NPS/NPAs), independent contractor agreements (ICAs), and or memorandums of understanding (MOUs), and authorize Christina M. Bennett or Eric R. Dill to execute all pertinent documents.

1. Dependable Nursing, LLC, during the period April 1, 2012 through June 30, 2012.
2. Jill Weckerly, Ph.D. to provide clinical assessments and other related services, during the period April 1, 2012 through June 30, 2012, at the hourly rate of \$150.00 per hour, to be expended from the General Fund/Restricted 06-00.
3. Oceanside Unified School District for providing instructional assistant services for a special education student, during the period January 2, 2011 through March 30, 2011, in the amount of \$9,418.08, to be expended from the General Fund/Restricted 06-00.

### B. 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. Western Environmental & Safety Technologies, LLC (WEST) to provide general environmental consultation services at the unit prices outlined in the attachment, commencing upon receipt of a district approved scope of work, project estimate, and schedule and the issuance of a district purchase order, to be expended from the Fund to which the project is charged.
2. Sowards and Brown Engineering, Inc. to prepare the map for annexation number 18 to Community Facilities District No. 95-2, during the period May 4, 2012 through May 31, 2012, for an amount not to exceed \$4,000.00, to be expended from Mello Roos Funds subject to reimbursement by the developer.
3. Siemens Industry, Inc. to provide energy dashboard systems at La Costa Canyon High School and Canyon Crest Academy, during the period May 4, 2012 until project is complete, for an amount not to exceed \$44,340.00, to be expended through 2010A Lease Revenue Bonds (QSCB).
4. Mission Linen Supply dba Mission Linen and Uniform Service, to provide shop towels and laundry service for the San Dieguito Union High School District ROP Department, during

the period May 4, 2012 through May 3, 2013, for an estimated weekly amount of \$25.00, to be expended from the General Fund/Restricted 06-00.

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. Fredricks Electric, Inc. for Electrical Services – District Wide, increasing unit prices 5% or less, as allowed in the contract, and extending the contract period from May 1, 2012 through April 30, 2013, to be expended from the fund to which the project is charged.
2. Siemens Building Technologies, Inc. to begin work on phase V of the mechanical, operational, and energy efficiency related improvements at Torrey Pines High School, as noted in the energy service contract, to be performed upon receipt of a written notice to proceed from the District, for an amount not to exceed \$443,570.00, to be expended from Torrey Pines High School Lease Revenue Bonds 2012A.

C. APPROVAL OF CHANGE ORDERS

(None Submitted)

D. ACCEPTANCE OF CONSTRUCTION PROJECTS

(None Submitted)

E. ADOPTION OF RESOLUTION / PARKING CITATIONS

Adopt the attached resolution stating that all vehicles, including motorcycles and motorized bicycles and mopeds, parked on school property, must be registered once a year and be subject to the stated parking regulations, the violation of which can result in the issuance of a parking violation citation.

F. APPROVAL OF BUSINESS REPORTS

Approve the following business reports:

1. Purchase Orders
2. Membership Listing (None Submitted)
3. Replacement Warrants

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

_____ Joyce Dalessandro	_____ Amanda Godfrey, San Dieguito Academy
_____ Barbara Groth	_____ Eddie Gelman, Torrey Pines High School
_____ Beth Hergesheimer	_____ McKenzie Kastl, La Costa Canyon High School
_____ Amy Herman	_____ Skylar Christensen, Sunset High School
_____ John Salazar	_____ Jon Zhang, Canyon Crest Academy

**DISCUSSION / ACTION ITEMS ..... (ITEMS 16 - 20)**

16. BOARD POLICY REVISION PROPOSAL, BOARD BYLAW #9270, "CONFLICT OF INTEREST CODE"  
Motion by \_\_\_\_\_, second by \_\_\_\_\_, to adopt Revision of Board Bylaw #9270, "Conflict of Interest Code", as shown in the attached supplement(s).
17. ADOPTION OF RESOLUTION / TAX & REVENUE ANTICIPATION NOTES (TRANS) FOR 2012-13  
Motion by \_\_\_\_\_, second by \_\_\_\_\_, to adopt the attached Resolution for Tax and Revenue Anticipation Notes (TRANS) for fiscal year 2012-13.
18. ADOPTION OF RESOLUTION DECLARING MAY 7-11, 2012, "TEACHER APPRECIATION WEEK", AND MAY 8, 2012, "DAY OF THE TEACHER"  
Motion by \_\_\_\_\_, second by \_\_\_\_\_, to adopt Resolution Declaring May 7-11, 2012, "Teacher Appreciation Week", and May 8, 2012, "Day of the Teacher", as shown in the attached supplement.

19. ADOPTION OF RESOLUTION DECLARING MAY 20-26, 2012, "CLASSIFIED SCHOOL EMPLOYEE WEEK"

Motion by \_\_\_\_\_, second by \_\_\_\_\_, to adopt Resolution Declaring May 20-26, 2012, "Classified School Employee Week", as shown in the attached supplement.

20. CONTRACT NEGOTIATIONS, SAN DIEGUITO FACULTY ASSOCIATION .....TERRY KING, ASSOC SUPT, HR Review of Sunshine Statement from the San Dieguito Faculty Association (SDFA) and Approval of Sunshine Statement from the San Dieguito Union High School District, as shown in the attached supplement.

Motion by \_\_\_\_\_, second by \_\_\_\_\_, to approve the SDUHSD Statement as shown in the attached supplement(s).

**INFORMATION ITEMS..... (ITEMS 21 - 29)**

21. UPDATE, DATA ANALYTICS PARTNERSHIP ....MIKE GROVE, EXECUTIVE DIRECTOR, INSTR, CURR & ASSMT

22. BUSINESS SERVICES UPDATE..... ERIC DILL, ASSOCIATE SUPERINTENDENT

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

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

25. 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)

26. FUTURE AGENDA ITEMS

27. **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.* (2 issues)

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 (4 cases)

28. REPORT FROM CLOSED SESSION (AS NECESSARY)

29. MEETING ADJOURNED

*The next regularly scheduled Board Meeting will be held on [Thursday, May 17, 2012, at 6:30 PM](#) in the SDUHSD District Office Board Room 101. The District Office is located at 710 Encinitas Blvd., Encinitas, CA, 92024.*

Board 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**

**APRIL 5, 2012**

**THURSDAY, APRIL 5, 2012**  
**6:30 PM**

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

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

1. President Dalessandro called the meeting to order at 6:00 PM to receive public comments on Closed Session agenda items. No public comments were presented.
2. CLOSED SESSION ..... (ITEM 2)  
The Board convened to Closed Session at 6:01 PM to:
  - A. 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.* (2 issues)
  - 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 (1 case)

**OPEN SESSION / ATTENDANCE**

BOARD OF TRUSTEES

Joyce Dalessandro  
Barbara Groth  
Beth Hergesheimer  
Amy Herman  
John Salazar

STUDENT BOARD REPRESENTATIVES

Amanda Godfrey, San Dieguito Academy  
Skylar Christensen, Sunset  
Eddie Gelman, Torrey Pines High School  
Jon Zhang, Canyon Crest Academy

DISTRICT ADMINISTRATORS / STAFF

Ken Noah, Superintendent  
Eric Dill, Associate Superintendent, Business Services  
Terry King, Associate Superintendent, Human Resources  
Rick Schmitt, Associate Superintendent, Educational Services  
Mary Anne Nuskin, Principal, Earl Warren Middle School  
Becky Banning, Executive Assistant to the Superintendent / Recording Secretary  
Ron Tackett, President, California School Employees Association, (CSEA)  
Scott Hendries, CSEA Representative

3. RECONVENE REGULAR MEETING / CALL TO ORDER ..... (ITEM 3)  
The regular meeting of the Board of Trustees was called to order at 6:30 PM by President Dalessandro.
4. PLEDGE OF ALLEGIANCE ..... (ITEM 4)



Jon Zhang led the Pledge of Allegiance.

- 5. REPORT OUT OF CLOSED SESSION .....(ITEM 5)  
The board met in closed session and approved the stipulated expulsion of student #669561. No other reportable action taken.
- 6. APPROVAL OF MINUTES OF THE REGULAR BOARD MEETING OF MARCH 1, 2012.  
It was moved by Ms. Groth, seconded by Ms. Hergesheimer, to approve the Minutes of the March 15<sup>th</sup> meeting as presented. Motion unanimously carried.

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

- 7. STUDENT UPDATES..... STUDENT BOARD REPRESENTATIVES  
Student Board Representatives gave updates on events and activities at their schools.

- 8. BOARD UPDATES .....(ITEM 8)

Ms. Joyce Dalessandro – toured Earl Warren Middle School where one of the highlights was to visit a classroom where all students were using iPads; attended San Dieguito Academy’s Principal’s Tea where culinary students provided samples of their work; attended Sunset’s Open House Night; and attended a meeting with representatives from Kilroy Realty, The Atlantis Group, and Leppert Engineering, to discuss the One Paseo Project in Del Mar / Carmel Valley area. Also present at that meeting was Superintendent Noah, Associate Superintendent Eric Dill, and Director, John Addleman.

Ms. Barbara Groth – attended the San Dieguito Academy’s Principal’s Tea celebrating the school’s 75<sup>th</sup> Anniversary; and attended a meeting with the San Diego County School Boards Association.

Ms. Beth Hergesheimer – attended an Encinitas City/School Liaison committee meeting; attended the Mexican American Education Guidance Association’s (MAEGA) fundraiser dinner at Tony’s Jacal; the Torrey Pines Foundation event, Pump Up the Volume; and announced pending meetings and open houses on May 7 and May 14 by the Encinitas General Plan Advisory Committee.

Ms. Amy Herman – attended two CSBA Masters in Governance sessions, one on Human Resources, the second on School Finances.

Mr. John Salazar also attended the Masters in Governance School Finances session and said he found it to be very informative.

- 9. SUPERINTENDENT’S REPORTS, BRIEFINGS AND LEGISLATIVE UPDATES

Superintendent Noah provided more information on the One Paseo Project meeting; a significant impact on our schools would be an increase in traffic. If this moves forward, one of the issues to be addressed will be how the developer fees would work. Mr. Noah, together with Mr. Eric Dill, attended a Schools for Sound Finance workshop in Sacramento. They also met with Benjamin Dolinka of the Dolinka Group, to discuss next steps in the process of the Bond Survey; results are scheduled to be shared on May 9<sup>th</sup>. Mr. Noah was very clear with the Dolinka group about what polling questions should be presented. He also announced the date of the Employee Recognition Ceremony, There will be a meeting with area superintendents to present a brief update on the Facilities Master Plan on April; 17<sup>th</sup>.

- 10. SCHOOL UPDATE, EARL WARREN MIDDLE SCHOOL..... MARY ANNE NUSKIN, PRINCIPAL

Principal Nuskin celebrated the school’s overall improvement in academic achievement, students with an increase in their API test scores, new electives being offered, and the commitment of parents and students that have made a choice to attend Earl Warren Middle School.

The school administration has hosted after-school tours and Choices Nights to provide information on programs offered at Earl Warren Middle School. Choice Night was recently held at Carmel Valley Middle School; 2 registration nights were also offered and well attended.

There is a new iPad pilot program offered in all Humanities classes; the school is entering into wireless set up to be completed by next year. Student enrollment is 700 and the PTSA membership has approximately 570 members. The buy-a-bench campaign and pledge drive for the

purchase of 40 new computers were a success. There is a new student support program called the buddy program. Students support each other with classes such as adapted PE. There are also two new programs: Peer Tutoring Support Program, where paired students meet twice a week; and Silent Mentoring Program, which is very similar to Canyon Crest Academy's and Torrey Pines High School's programs.

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

Associate Superintendent Rick Schmitt provided the Board with a revision to Item 11B, "Field Trip Requests" (attached). It was then moved by Ms. Beth Hergesheimer, seconded by Jon Zhang, that all remaining consent Items 11 through 15, be approved as listed below. Motion unanimously carried.

**11. SUPERINTENDENT**

A. GIFTS AND DONATIONS

Accept the Gifts and Donations, as shown in the attached supplement(s).

B. FIELD TRIP REQUESTS

Accept the Field Trips, as shown in the attached supplement(s).

**12. HUMAN RESOURCES**

A. PERSONNEL REPORTS

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

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

B. APPROVAL/RATIFICATION OF AGREEMENTS

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

1. Alliant International University for student teachers and intern school psychologists, during the period July 2, 2012 through July 1, 2017.

**13. EDUCATIONAL SERVICES**

A. APPROVAL/RATIFICATION OF AGREEMENTS

(None submitted)

**14. PUPIL SERVICES**

A. APPROVAL/RATIFICATION OF NON-PUBLIC SCHOOL / NON-PUBLIC AGENCY CONTRACTS, INDEPENDENT CONTRACTOR AGREEMENTS, AND/OR MEMORANDUMS OF UNDERSTANDING

(None submitted)

B. 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. Diverse Network Associates, Inc. dba Catapult K12, to provide website design, active directory integration, website hosting, CMS software, content migration, and other services at the unit prices outlined in the attachment, commencing upon receipt of a district approved scope of work, project estimate, and schedule and the issuance of a district purchase order, to be expended from the Fund to which the project is charged.
2. Roesling Nakamura Terada Architects, Inc., to provide design, contract document preparation, and construction administration support for the Replace Roofing at Northwest Portion of Building B at Torrey Pines High School project, during the period April 6, 2012 until final job walk and project closeout, for an amount not to exceed \$23,000.00 plus reimbursable expenses, to be expended from Torrey Pines High School Lease Revenue Bonds 2012A.



3. Google, Inc., to provide Chrome OS for Enterprise Licensing as part of the purchase of Google Chromebook netbook computer systems, to be expended from the fund to which the purchase is charged.
4. Advanced Toolware, LLC dba Tools4ever, to provide Self Service Reset Password Management (SSRPM) software and Basic Maintenance Support, during the period April 6, 2012 until the Basic Maintenance Support is terminated, for a onetime fee of \$10,730.00 for the software and an annual fee of \$2,146.00 for the Basic Maintenance Support, to be expended from the General Fund 03-00.

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

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. Sol Transportation, Inc., for Special Education Transportation Services B2012-12 when the District is not able to provide such transportation through its own resources, during the period April 13, 2012 through April 12, 2013, with options to renew four additional one year periods, at the unit prices listed on the attachment, to be expended from the General Fund/Restricted 06-00.

D. REJECTION OF PROPOSALS AND AUTHORIZATION TO ENTER INTO DIRECT CONTRACT NEGOTIATIONS  
Reject all proposals received for Mental Health Services B2012-10 due to inadequate information to truly differentiate the quality of services and the likely programs, as well as to solicit a greater selection and lower overall costs, and authorize staff to enter into direct negotiations, as recommended by the San Diego County Office of Education and the North Coastal Consortium for Special Education, with the providers of said services.

E. APPROVAL OF BUSINESS REPORTS

Approve the following business reports:

1. Purchase Orders
2. Membership Listing (none submitted)

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

16. ADOPTION OF RESOLUTION, LAYOFF / REDUCTIONS OF HOURS OF CLASSIFIED EMPLOYEES / POSITIONS FOR FISCAL YEAR 2012-2013

The following member of the public / district employee addressed the Board, asking them to reconsider action on this item:

- Ron Tackett, President, CSEA

It was moved by Eddie Gelman, seconded by Ms. Beth Hergesheimer, to adopt Resolution Initiating Layoff and/or Reductions of Hours and/or Months of Classified Employees/Positions for Fiscal Year 2012-2013, as presented. Ayes: 4; Noes: 1 (Mr. Salazar); Motion carried

17. APPROVAL OF SCHOOL ACCOUNTABILITY REPORT CARDS, (SARC), 2010-11

It was moved by Ms. Barbara Groth, seconded by Ms. Amy Herman, to approve the School Accountability Report Cards, (SARC), as presented.

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

18. BOARD POLICY REVISION PROPOSAL, BOARD BYLAW #9270, "CONFLICT OF INTEREST CODE"

This item is being presented for first read and will be resubmitted for board action on May 3, 2012.

- 19. BUSINESS SERVICES UPDATE ..... ERIC DILL, ASSOCIATE SUPERINTENDENT  
Mr. Dill gave an overview of the meeting facilitated by Schools for Sound Finance in Sacramento, CA. He also gave an update on the Facilities Master Plan and next steps.
- 20. HUMAN RESOURCES UPDATE ..... TERRY KING, ASSOCIATE SUPERINTENDENT  
Ms. King announced Cindy Schildhouse, of La Costa Canyon High School, as the district's selection for Teacher of the Year, 2012.
- 21. EDUCATIONAL SERVICES UPDATE ..... RICK SCHMITT, ASSOCIATE SUPERINTENDENT  
Mr. Schmitt reminded the board of the upcoming college fair and dinner event; over 2,000 to 3,000 participants are expected attend.
- 22. PUBLIC COMMENTS - No further comments were presented.
- 23. FUTURE AGENDA ITEMS - None discussed.
- 24. ADJOURNMENT TO CLOSED SESSION – Not required.
- 25. CLOSED SESSION – Nothing further to report out of closed session.
- 26. ADJOURNMENT OF MEETING - Meeting adjourned at 7:22 PM.

\_\_\_\_\_  
Amy Herman, Board Clerk

\_\_\_\_ / \_\_\_\_ / 2012  
Date

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

\_\_\_\_ / \_\_\_\_ / 2012  
Date

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** April 24, 2012

**BOARD MEETING DATE:** May 3, 2012

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

**SUBJECT:** ACCEPTANCE OF GIFTS AND DONATIONS

.....

### EXECUTIVE SUMMARY

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

### RECOMMENDATION:

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

### FUNDING SOURCE:

Not applicable

KN/bb

**GIFTS AND DONATIONS**  
**SDUHSD BOARD MEETING**  
**May 3, 2012**

Item #	Donation	Description	Donor	Department	School Site
1	\$950.00	Library Books	San Dieguito Academy Foundation	Various	SDA
2	\$650.00	Industrial Steam Cleaners	San Dieguito Academy Foundation	Custodial	SDA
3	\$3,500.00	Document Cameras	San Dieguito Academy Foundation	Various	SDA
4	\$13,796.37	Misc Donations	Canyon Crest Academy Foundation	Various	CCA
5	\$16,513.34	Projectors, Document Cameras, & Tech. Equip	Torrey Pines High School Foundation	Various	TPHS
6	\$250.00	Misc Donations	Barbara Prignano Tammen	Various	CVMS
7	\$50.00	Aselstine Math Supplies	Beth Forman	Math	DNO
8	\$3,000.00	Band Class Artists in Residence	OCMS Music Boosters	Music	OCMS
9	\$100.00	Music Program Resource Funding	OCMS Music Boosters	Music	OCMS
10	\$950.36	Computer Equipment	LCCHS Foundation	Various	LCCHS
11	\$129.70	Misc Donations	Johnson & Johnson - TRUIST	Various	CCA
12	\$894.48	Misc Donations	Anonymous	English	OCMS
13	\$1,626.90	Misc Donations	Anonymous	English	OCMS
14	\$3,169.94	Misc Donations	Anonymous	English	OCMS
15					
16					
17					
18					
19					
20					
	<b>\$45,581.09</b>	<b>Monetary Donations</b>			
		<b>*Value of Donated Items</b>			
	<b>\$45,581.09</b>	<b>TOTAL VALUE</b>			

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** April 24, 2012

**BOARD MEETING DATE:** May 3, 2012

**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  
Resignation

#### Classified

Employment  
Change in Assignment  
Resignation

#### RECOMMENDATION:

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

#### FUNDING SOURCE:

General Fund

## PERSONNEL LIST

### CERTIFICATED PERSONNEL

#### Employment

1. **Jennifer Christian**, 100% Temporary Special Education Teacher (Mild/Moderate) at Seaside Prep School for the 2012-13 school year, effective 8/21/12 through 6/14/13.
2. **Freda Herrera**, 100% Temporary Special Education Teacher (Mild/Moderate) at Seaside Prep School for the 2012-13 school year, effective 8/21/12 through 6/14/13.
3. **Christina Holland**, 100% Temporary Special Education Teacher (Mild/Moderate) at Diegueno for the 2012-13 school year, effective 8/21/12 through 6/14/13.
4. **Kellie Kampen**, 100% Temporary Special Education Teacher (Severely Handicapped) at Earl Warren Middle School for the 2012-13 school year, effective 8/21/12 through 6/14/13.
5. **Marco Martinez**, 100% Temporary Special Education Teacher (Mild/Moderate) at San Dieguito Academy for the 2012-13 school year, effective 8/21/12 through 6/14/13.
6. **Paul Publico**, 100% Temporary Special Education Teacher (Severely Handicapped) at Torrey Pines High School for the 2012-13 school year, effective 8/21/12 through 6/14/13.
7. **Mary Sisti**, 100% Temporary Special Education Teacher (Mild/Moderate) in the Learning Center at Earl Warren Middle School for the 2012-13 school year, effective 8/21/12 through 6/14/13.

#### Leave of Absence

1. **Allyson Dexter**, Counselor at Canyon Crest Academy, 100% Unpaid Leave of Absence for the 2012-13 school year, effective 8/08/12 through 6/14/13.
2. **Robin Duncan**, Teacher at Canyon Crest Academy, 100% assignment Semester I; 33% Unpaid Leave of Absence (67% assignment) Semester II/2012-13 school year, effective 1/28/13 through 6/14/13.
3. **Bryn Faris**, Teacher at Canyon Crest Academy, 67% Unpaid Leave of Absence (33% assignment) for the 2012-13 school year, effective 8/21/12 through 6/14/13.
4. **Lucia Franke**, Teacher at La Costa Canyon High School, 40% Unpaid Leave of Absence (60% assignment) for the 2012-13 school year, effective 8/21/12 through 6/14/13.
5. **Beverly Fruto**, Teacher at Earl Warren Middle School, 40% Unpaid Leave of Absence (60% assignment) for the 2012-13 school year, effective 8/21/12 through 6/14/13.
6. **Tiffany Gilson**, Teacher at Torrey Pines High School, 40% Unpaid Leave of Absence (60% assignment) for the 2012-13 school year, effective 8/21/12 through 6/14/13.
7. **Anne-Marie Godfrey**, Teacher at Torrey Pines High School, 20% Unpaid Leave of Absence (80% assignment) for the 2012-13 school year, effective 8/21/12 through 6/14/13.
8. **Maya Goss**, Teacher at Oak Crest Middle School, 20% Unpaid Leave of Absence (80% assignment) for the 2012-13 school year, effective 8/21/12 through 6/14/13.
9. **Ariel Haas**, Teacher at Canyon Crest Academy, 33% Unpaid Leave of Absence (67% assignment) for Semester I/2012-13 school year, effective 8/21/12 through 1/25/13. He will resume teaching 100% in Semester II, effective 1/28/13.



10. **Jacquelyn Karney**, Teacher at Diegueno Middle School, 20% Unpaid Leave of Absence (80% assignment) for the 2012-13 school year, effective 8/21/12 through 6/14/13.
11. **Mary King**, Teacher at San Dieguito Academy, 33% Unpaid Leave of Absence (67% assignment) for the 2012-13 school year, effective 8/21/12 through 6/14/13.
12. **Kerry Koda**, Teacher at San Dieguito Academy, 33% Unpaid Leave of Absence (67% assignment) for the 2012-13 school year, effective 8/21/12 through 6/14/13.
13. **Joy Kuemmerle**, Teacher at Torrey Pines High School, 40% Unpaid Leave of Absence (60% assignment) for the 2012-13 school year, effective 8/21/12 through 6/14/13.
14. **Carrie Land**, Teacher currently on Unpaid Leave of Absence from San Dieguito Academy for the 2011-12 school year, requests a 100% Unpaid Leave of Absence for the 2012-13 school year, effective 8/21/12 through 6/14/13.
15. **Jill Lenc**, Teacher at La Costa Canyon High School, 20% Unpaid Leave of Absence (80% assignment) for the 2012-13 school year, effective 8/21/12 through 6/14/13.
16. **Maura Leonard**, Teacher at Diegueno Middle School, 60% Unpaid Leave of Absence (40% assignment) for the 2012-13 school year, effective 8/21/12 through 6/14/13.
17. **Tita Martin**, Teacher currently on Unpaid Leave of Absence from Carmel Valley Middle School requests 100% Unpaid Leave of Absence for the 2012-13 school year, effective 8/21/12 through 6/14/13.
18. **Tracy McCabe**, Teacher at Carmel Valley Middle School, 40% Unpaid Leave of Absence (60% assignment) for the 2012-13 school year, effective 8/21/12 through 6/14/13.
19. **Heather Michel**, Teacher at Carmel Valley Middle School, 100% Unpaid Leave of Absence for the 2012-13 school year, effective 8/21/12 through 6/14/13.
20. **Nan Mijares**, Teacher at La Costa Canyon High School, 20% Unpaid Leave of Absence (80% assignment) for the 2012-13 school year, effective 8/21/12 through 6/14/13.
21. **Sarah Morawa**, Teacher at Torrey Pines High School, 60% Unpaid Leave of Absence (40% assignment) for the 2012-13 school year, effective 8/21/12 through 6/14/13.
22. **Daryl Nann**, Teacher at Torrey Pines High School (transfer), 20% Unpaid Leave of Absence (60% assignment; tenured at 80%) for the 2012-13 school year, effective 8/21/12 through 6/14/13.
23. **S. Paulina Nelson**, Teacher at Carmel Valley Middle School, 40% Unpaid Leave of Absence (60% assignment) for the 2012-13 school year, effective 8/21/12 through 6/14/13.
24. **Darold Nogle**, Teacher at Canyon Crest Academy (transfer) 33% Unpaid Leave of Absence (67% assignment) as part of the District-approved STRS Reduced Workload program for the 2012-13 school year, effective 8/21/12 through 6/14/13.
25. **Kimberly Stangl**, Teacher (mathematics) at Carmel Valley Middle School, 100% Unpaid Leave of Absence for the remainder of the 2011-12 school year, effective 4/16/12 through 6/15/12.

### **Resignation**

1. **Rachel Page**, Teacher (Special Education – Moderate/Severe) at Earl Warren, resignation from employment, effective 6/15/12.

## PERSONNEL LIST

### CLASSIFIED PERSONNEL

#### Employment

1. **Stinchcomb, Anita**, School Bus Driver, SR38, 50% FTE, effective 4/02/12

#### Change in Assignment

1. **Boado, Rolando**, from Custodian, SR32, 100% FTE to Custodian, SR32, 100% FTE, Carmel Valley MS, effective 7/01/12
2. **Glica, Steven**, from Instructional Assistant SpEd SH, SR36, 48.75% FTE to Instructional Assistant SpEd SH, SR36, % FTE 68.75, San Dieguito Academy HS, effective 4/05/12
3. **Janssen, Shirley**, from Layoff-Accounting Assistant to recalled Accounting Assistant, SR40, 100% FTE, effective May 31, 2012
4. **Mendoza, Ismael**, from Custodian, SR32, 25% FTE to Custodian, SR32, 100% FTE, Canyon Crest Academy HS, effective 5/01/12

#### Resignation

1. **Gonzalez, Robert**, Custodian, Torrey Pines HS, resignation for the purpose of retirement, effective 7/30/12
2. **Lopez, Irma**, Custodian, San Dieguito Academy HS, resignation for the purpose of retirement, effective 6/30/12

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** April 25, 2012

**BOARD MEETING DATE:** May 3, 2012

**PREPARED BY:** Michael Grove, Executive Director of Curriculum,  
Instruction and Assessment  
Rick Schmitt, Associate Superintendent Educational  
Services

**SUBMITTED BY:** Ken Noah  
Superintendent

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

-----

### EXECUTIVE SUMMARY

The attached Professional Services Report/Educational Services summarizes one contract.

### RECOMMENDATION:

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

### FUNDING SOURCE:

As noted on attached list

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT**

**EDUCATIONAL SERVICES - PROFESSIONAL SERVICES REPORT**

**Date: 05-03-12**

<u>Contract Effective Dates</u>	<u>Consultant/ Vendor</u>	<u>Description of Services</u>	<u>School/ Department Budget</u>	<u>Fee Not to Exceed</u>
05/23/12 – 07/22/13	PLATO, Inc. dba PLATO Learning	Provide online credit recovery software solutions and professional services	General Fund 03-00	\$196,165.00

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** April 20, 2012

**BOARD MEETING DATE:** May 3, 2012

**PREPARED BY:** Bruce Cochrane, Executive Director,  
Pupil Services  
Rick Schmitt, Associate Superintendent,  
Educational Services

**SUBMITTED BY:** Ken Noah  
Superintendent

**SUBJECT:** APPROVAL/RATIFICATION OF AGREEMENTS

-----

### EXECUTIVE SUMMARY

The attached Pupil Services Agreements report summarizes three agreements.

### RECOMMENDATION:

The administration recommends that the Board approve and/or ratify the contracts as shown on the attached Pupil Services Agreements report.

### FUNDING SOURCE:

As noted on the attached report.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT BOARD MEETING

ITEM 14A

PUPIL SERVICES AGREEMENTS

DATE: 05-03-12

<u>Contract Effective Dates</u>	<u>Contractor/Vendor</u>	<u>Description of Services</u>	<u>School/ Department Budget</u>	<u>Fee Not to Exceed</u>
04/01/12 – 06/30/12	Dependable Nursing, LLC NPA	Health & Nursing Services	General Fund/Restricted 06-00	\$39.00/hour
04/01/12 – 06/30/12	Jill Weckerly, Ph.D. ICA	Clinical Assessments and other related services	General Fund/Restricted 06-00	\$150.00/hour
01/03/11 – 03/30/11	Oceanside U.S.D. MOU	Reimbursement for Instructional Assistant Services for SPED Student	General Fund/Restricted 06-00	\$9,418.08



# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** April 25, 2012

**BOARD MEETING DATE:** May 3, 2012

**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 four 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**

**BUSINESS - PROFESSIONAL SERVICES REPORT**

**Date: 05-03-12**

<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>
NA	Western Environmental & Safety Technologies, LLC (WEST)	Provide general environmental consultation services at the unit prices outlined in the attachment	Fund to which the project is charged	NA
05/04/12 – 05/31/12	Sowards and Brown Engineering, Inc.	Prepare the map for annexation number 18 to Community Facilities District No. 95-2	Mello Roos Funds subject to reimbursement by the developer	\$4,000.00
05/04/12 – until project is complete	Siemens Industry, Inc.	Provide energy dashboard systems at La Costa Canyon High School and Canyon Crest Academy	2010A Lease Revenue Bonds (QSCB)	\$44,340.00
05/04/12 – 05/03/13	Mission Linen Supply dba Mission Linen and Uniform Service	Provide shop towels and laundry service for the San Dieguito Union High School District ROP Department	General Fund/Restricted 06-00	An estimated weekly amount of \$25.00



"an environmental consulting firm"

ITEM 15A

**Unit Pricing – General Environmental Consultation Services 2012**

Description	Associated Rates
Certified Asbestos Consultant (Sr. Staff)	\$85.00 Per Hour*
California Certified Site Surveillance Technician	\$65.00 Per Hour*
California Certified Lead Supervisor	\$65.00 Per Hour*
Technical Illustrator	\$265.00 Per Drawing (8.5" x 11")
Data Processing	\$26.00 Per Hour
Asbestos Removal - General Work Plan (CAC approved)	\$550.00 per removal plan
Lead Paint Removal Plan (Certified Supervisor approved)	\$550.00 per removal plan
Reproduction Costs	\$5.00 per report / spec
Reproduction Costs	\$5.00 per report / spec
<b>Sample Analysis Cost's</b>	
<b>Polarized Light Microscopy (PLM) Analysis</b> Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method Polarized Light Microscopy (PLM)	\$22.00 Per Sample (24 hour TAT)
<b>Phase Contrast Microscopy (PCM) Analysis</b> Air Sampling Analysis – NIOSH 582 Method	\$20.00 Per Sample (24 hour TAT)
<b>Transmission Electron Microscopy (TEM) Analysis (air)</b> Asbestos Fiber Analysis by Transmission Electron Microscopy (TEM), Performed by EPA 40 CFR Part 763 Appendix A to Subpart E	\$120.00 Per Sample (24 hour TAT)
<b>Point Count Analysis (Trace PLM)</b> point count verification analysis using the "Quantization 1000 Point Count"	\$145.00 Per Sample (72 hour TAT)
<b>Lead Paint Chip Analysis (Bulk collected)</b> Lead in Paint Chips by Flame AAS (SW 846 3050B*/7000B)	\$22.00 Per Sample (48 hour TAT)

TAT=Turn Around Time / All turn around times listed above begin once the samples have been received at the laboratory.

\*A minimum on-site show-up fee will apply – Negotiated.

Prepared By:

**David Christy**

Certified Asbestos Consultant - CAC# 92-0703

DHS Certified Lead Supervisor - S-5463

Tel: (858) 271-1842 (office)

Tel: (619) 571-3987 (cell)

FAX: (858) 271-1856

Email: [gowestdc@msn.com](mailto:gowestdc@msn.com)

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** April 25, 2012

**BOARD MEETING DATE:** May 3, 2012

**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  
AMENDMENTS TO AGREEMENTS

-----

### EXECUTIVE SUMMARY

The attached Amendment to Agreements Report summarizes two amendments to agreements.

### RECOMMENDATION:

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

### FUNDING SOURCE:

As noted on attached list

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT**

**AMENDMENT TO AGREEMENTS REPORT**

**Date: 05-03-12**

<u>Contract Effective Dates</u>	<u>Consultant/ Vendor</u>	<u>Description of Services</u>	<u>School/ Department Budget</u>	<u>Fee Not to Exceed</u>
05/01/12 – 04/30/13	Fredricks Electric, Inc.	For district wide electrical services, increasing the prices 5% or less, as allowed in the contract, and extending the contract period	Fund to which the project is charged	N/A
NA	Siemens Building Technologies, Inc.	To begin work on phase V of the mechanical, operational, and energy efficiency related improvements at Torrey Pines High School	Torrey Pines High School Lease Revenue Bonds 2012A	\$443,570.00

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** April 25, 2012

**BOARD MEETING DATE:** May 3, 2012

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

**SUBMITTED BY:** Ken Noah  
Superintendent

**SUBJECT:** ADOPTION OF RESOLUTION

-----

### EXECUTIVE SUMMARY

District Staff would like to replicate our parking citation program, in effect at Torrey Pines HS and Canyon Crest Academy through the City of San Diego, at our La Costa Canyon HS and San Dieguito Academy sites under the provision allowed in Vehicle Code 21113 (a).

The parking citation program allows District Staff to issue parking citations to student offenders who park on district property without proper issuance of a parking permit. One of the requirements to obtaining a district/school parking permit is that the student complete the Start Smart Driving Course. Issuing a parking citation would encourage the students to complete the driving course and register their vehicle with the district through the issuance of a parking permit.

District Staff has identified a parking citation processing company who will assist in tracking and processing submitted violations. Funds to cover the cost of the processing company and the citation booklets will be reimbursed by the collection of fees resulting from the violations. District Staff expects to bring an agreement with the processing company to the Board for approval at a near future date.



ITEM 15E

**RECOMMENDATION:**

Adopt the attached resolution stating that all vehicles, including motorcycles and motorized bicycles and mopeds, parked on school property, must be registered once a year and be subject to the stated parking regulations, the violation of which can result in the issuance of a parking violation citation.

**FUNDING SOURCE:**

N/A

RESOLUTION OF THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT BOARD OF TRUSTEES ESTABLISHING POLICIES RELATING TO TRAFFIC VIOLATIONS AND THE ENFORCEMENT OF PARKING REGULATIONS AT ALL SDUHSD LOCATIONS PURSUANT TO SECTIONS 21113, 22500, 22502 (A), AND 22507.8 OF THE CALIFORNIA VEHICLE CODE DEM 15E

WHEREAS, the District desires to provide a safe and orderly environment for pedestrians as well as vehicles on all District sites; and

WHEREAS, the California Vehicle Code under Section 21113, 22502.a and 22507 authorizes the governing board of a public school district to regulate and impose special conditions applicable to the traffic upon the District's driveways, paths, parking facilities, or grounds; and

WHEREAS, the responsibility for enforcement of the regulations rests with the site administration, which is empowered to issue parking citations under Section 21113, 22500, 22502.a and 22507 of the California Vehicle Code; and

WHEREAS, the superintendent and/or his/her designee is empowered to enter into a contract with one or more full-service parking and administrative citation-processing agencies of his/her choosing to collect fees on behalf of the District for violation of these regulations; and

WHEREAS, parking permits are required in all school parking lots during the school day (7:00 a.m. to 3:00 p.m.) with visitors using the area posted for visitor parking;

NOW THEREFORE, BE IT RESOLVED, by the Board of Trustees of the San Dieguito Union High School District, that the Board does hereby adopt the following policy that provides that all vehicles, including motorcycles and motorized bicycles and mopeds, parked on school property, must be registered once a year and be subject to the following parking regulations, the violation of which can result in the issuance of a parking violation citation:

1. Parking with no permit.
2. Parking with a permit not properly displayed in plain full view, numbers clearly visible, according to instructions. (Vehicles with car covers are not exempt from this regulation.)
3. Parking with invalid permit. A parking permit is rendered invalid when:
  - a. Voided
  - b. Not Completely filled out where required
  - c. Not intact or legible
  - d. Altered in any way
  - e. Not valid in that particular space or area
  - f. Sold, loaned, assigned, or otherwise transferred to another person
  - g. Displayed by a vehicle other than one of those registered with the school administration
  - h. Information contained in the parking permit application form has been falsified.

4. Parking at any time within 15 feet of a fire hydrant or blocking a fire lane. **ITEM 15E**
5. Parking at any time at a red curb.
6. Parking at any time in violation of any posted sign.
7. Parking at any time in an undesignated space or area:
  - a. Crosswalks
  - b. Driveways
  - c. Sidewalks
  - d. Landscaped areas
  - e. Beyond the end of a marked row
  - f. Adjacent to a curb, along any street not specifically marked for parking, or over 18 inches from any curb
  - g. Beyond the constraints of two marked lines where such markings are provided
  - h. Buss or shuttle zones
  - i. Traffic lanes
  - j. Double parked
  - k. Two vehicles in one space
8. Parking at any time in a designated or posted "Reserved Space", or any area without proper authorization:
  - a. Staff parking area
  - b. Reserved space
  - c. Special Event space or area (blocked or flagged)
9. Parking with a permit or pass that has been reported lost or stolen.
10. Parking with a permit or pass that has been reproduced, counterfeited, or other facsimile.
11. Parking at any time in a space or area posted for "Handicapped Parking" without appropriate permit AND one of the following: DMV placard, or DMV disabled license plate.

### GENERAL INFORMATION

1. The school or site administration is charged with the responsibility for the administration, operation, control, maintenance, and improvements of parking, within the guidelines established by the Board of Education.
2. Visitor, or temporary, passes for use during specified time periods may be provided by the administration.
3. The school or site reserves the right to refuse issuance of parking permits or to restrict or change the use of any space or area at any time without notice.
4. Parking permits are the property of the school and can be recalled at any time.

5. School employees are required to register their vehicles and obtain parking permits. **ITEM 15E**
6. Replacement permits can be issued by returning a current permit or the remnants of it. If a permit has been lost or stolen, the holder should immediately contact the administration.
7. The speed limit in all parking lots on school property is 10 miles per hour; and that

The superintendent or his/her designee is authorized to sign an agreement with a full-service parking and administrative citation-processing agency.

PASSED AND ADOPTED by the Governing Board of the San Dieguito Union High School District of San Diego County, California, this \_\_\_ day of May, 2012, by the following vote:

AYES:

NOES:

ABSENT:

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** April 24, 2012

**BOARD MEETING DATE:** May 3, 2012

**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:

1. Purchase Orders
2. Membership Listing (None Submitted)
3. Replacement Warrants

### RECOMMENDATION:

It is recommended that the Board approve the attached business reports: 1) Purchase Orders, 2) Membership Listings., and 3) Replacement Warrants.

### FUNDING SOURCE:

Not applicable

PO/BOARD/REPORT

SAN DIEGUITO UNION HIGH  
FROM 03/27/12 THRU 04/23/121  
ITEM 15F

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
222175	03/27/12	03	GLOBAL TRADEQUEST IN	003	MATERIALS AND SUPPLI	\$333.69
222176	03/27/12	03	SAN DIEGO CO LIBRARY	024	PROF/CONSULT./OPER E	\$30,043.00
222177	03/27/12	06	C A R E S - CENTER F	030	OTHER CONTR-N.P.A.	\$2,000.00
222178	03/27/12	06	ARCH ACADEMY, THE	030	OTHER CONTR-N.P.S.	\$24,216.48
222179	03/27/12	06	SAN DIEGO CENTER FOR	030	ROOM & BOARD	\$54,527.50
222180	03/28/12	03	PATON GROUP, THE	014	COMPUTER LICENSING	\$2,385.50
222181	03/28/12	03	WOLVERINE SPORTS	003	MATERIALS AND SUPPLI	\$240.26
222182	03/28/12	03	COLLEGE BOARD	014	MATERIALS AND SUPPLI	\$19,110.00
222183	03/28/12	03	SAN DIEGO PROJECT HE	037	PROF/CONSULT./OPER E	\$337.50
222184	03/28/12	06	AMAZON.COM	012	BOOKS OTHER THAN TEX	\$103.44
222185	03/28/12	06	AMAZON.COM	030	MATERIALS AND SUPPLI	\$112.74
222186	03/28/12	03	STAPLES ADVANTAGE	004	MATERIALS AND SUPPLI	\$118.13
222188	03/28/12	03	HEUER PUBLISHING, LL	004	FEES - ADMISSIONS, T	\$165.00
222189	03/28/12	03	EDGEWOOD PRESS	010	PRINTING	\$1,039.79
222190	03/28/12	03	TROXELL COMMUNICATIO	013	MATERIALS AND SUPPLI	\$3,221.73
222191	03/28/12	03	AMAZON.COM	013	MATERIALS AND SUPPLI	\$644.35
222192	03/28/12	03	SUPPLY MASTER INC	013	MATERIALS AND SUPPLI	\$187.49
222193	03/28/12	03	B&H PHOTO-VIDEO-PRO	013	MATERIALS AND SUPPLI	\$289.63
222194	03/28/12	03	SUPPLY MASTER INC	013	MATERIALS AND SUPPLI	\$183.18
222195	03/28/12	03	VALIANT I.M.C.	013	MATERIALS AND SUPPLI	\$133.02
222196	03/28/12	03	SUPPLY MASTER INC	013	MATERIALS AND SUPPLI	\$64.65
222197	03/28/12	03	SCHOOL HEALTH CORPOR	013	MEDICAL SUPPLIES	\$82.43
222199	03/29/12	03	HEUER PUBLISHING, LL	004	MATERIALS AND SUPPLI	\$110.50
222200	03/29/12	03	CONTEMPORARY DRAMA S	004	MATERIALS AND SUPPLI	\$76.65
222201	03/29/12	03	ALPHA GRAPHICS	004	PRINTING	\$273.90
222202	03/29/12	03	SOUTHLAND ENVELOPE C	013	MATERIALS AND SUPPLI	\$366.35
222203	03/29/12	06	MAGGIORE, TOMMASO	030	OTHER SERV.& OPER.EX	\$2,700.00
222204	03/29/12	03	PIONEER DRAMA SERVIC	004	MATERIALS AND SUPPLI	\$308.55
222205	03/29/12	06	OLIVER MACHINERY	013	MATERIALS AND SUPPLI	\$562.56
222206	03/29/12	03	STAPLES ADVANTAGE	004	MATERIALS AND SUPPLI	\$108.29
222207	03/29/12	25-18	SAN DIEGO GAS & ELEC	025	LAND IMPROVEMENTS	\$3,525.90
222208	03/29/12	03	STAPLES ADVANTAGE	012	MATERIALS AND SUPPLI	\$69.05
222209	03/29/12	03	AMAZON.COM	012	MATERIALS AND SUPPLI	\$28.32
222210	03/29/12	03/06	ONE STOP TONER AND I	030	MATERIALS AND SUPPLI	\$258.55
222211	03/29/12	06	BUSWEST	028	MATERIALS-VEHICLE PA	\$2,867.46
222212	03/29/12	03	AMAZON.COM	001	MATERIALS AND SUPPLI	\$950.00
222213	03/30/12	03	BARNES & NOBLE BOOKS	024	OTHER BOOKS-LIBRARY	\$500.00
222214	03/30/12	03	STAPLES ADVANTAGE	024	MATERIALS AND SUPPLI	\$76.38
222215	03/30/12	03	BACH COMPANY	012	MATERIALS AND SUPPLI	\$270.88
222216	03/30/12	03	RAPHAEL'S PARTY RENT	005	RENTS & LEASES	\$1,045.00
222217	03/30/12	06	SCHOOL SPECIALTY, IN	030	MATERIALS AND SUPPLI	\$79.03
222218	03/30/12	03	SAN DIEGO ZOOLOGICAL	012	MATERIALS AND SUPPLI	\$232.74
222219	03/30/12	03	STAPLES ADVANTAGE	012	DUPLICATING SUPPLIES	\$186.90
222220	04/02/12	03	GREATSOIL LLC	025	GROUNDS MATERIALS	\$18,317.50
222221	04/02/12	03	AREY JONES EDUCATION	008	NON-CAPITALIZED TECH	\$6,486.65
222222	04/02/12	13	GOOD SOURCE SOLUTION	031	PURCHASES FOOD	\$4,745.11
222223	04/02/12	03	AMAZON.COM	004	MATERIALS AND SUPPLI	\$55.11
222224	04/02/12	03	TURFSTAR INC	025	REPAIRS BY VENDORS	\$981.60
222225	04/02/12	03	UNITED HEALTH SUPPLI	008	MATERIALS AND SUPPLI	\$68.62
222226	04/02/12	03	NASCO MODESTO	012	MATERIALS AND SUPPLI	\$24.24
222227	04/02/12	03	TROXELL COMMUNICATIO	035	MATERIALS AND SUPPLI	\$484.86
222228	04/02/12	03	EN POINTE TECHNOLOGI	035	COMPUTER LICENSING	\$2,493.17
222229	04/02/12	03	SUPPLY MASTER INC	014	MATERIALS AND SUPPLI	\$171.54
222230	04/02/12	03	MISSION FEDERAL CRED	012	MATERIALS AND SUPPLI	\$386.27
222231	04/02/12	03	TROXELL COMMUNICATIO	014	NON-CAPITALIZED TECH	\$1,454.59

PO/BOARD/REPORT

SAN DIEGUITO UNION HIGH  
FROM 03/27/12 THRU 04/23/122  
ITEM 15F

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
222232	04/02/12	06	LEGOLAND	030	FEES - ADMISSIONS, T	\$320.00
222233	04/02/12	03	FOLLETT LIBRARY RESO	001	MATERIALS AND SUPPLI	\$668.82
222234	04/02/12	03	TROXELL COMMUNICATIO	013	MATERIALS AND SUPPLI	\$2,909.19
222236	04/03/12	03	TROXELL COMMUNICATIO	035	COMPUTER SUPPLIES	\$1,939.46
222237	04/03/12	03	SNAP ON TOOLS CORPOR	001	MATERIALS AND SUPPLI	\$800.97
222238	04/03/12	03	APPERSON EDUCATION P	014	MATERIALS AND SUPPLI	\$85.35
222239	04/04/12	03	PROJECTOR LAMP EXPER	013	MATERIALS AND SUPPLI	\$147.62
222240	04/04/12	21-09	QUALITY FLOORS BY GE	025	NON-CAPITALIZED IMPR	\$12,950.00
222241	04/04/12	25-19	COSCO FIRE PROTECTIO	025	IMPROVEMENT	\$4,235.86
222242	04/04/12	03	WORLD BOOK INC.	035	COMPUTER LICENSING	\$7,248.00
222243	04/04/12	03	PREMIUM QUALITY LIGH	025	REPAIRS BY VENDORS	\$4,783.24
222244	04/04/12	03	OPTIMUM FLOOR CARE	025	NON CAPITALIZED EQUI	\$1,978.38
222245	04/06/12	03	PATHWAY COMMUNICATIO	035	REPAIRS BY VENDORS	\$110.39
222246	04/06/12	06	YELLOWSTONE BOYS & G	030	ROOM & BOARD	\$31,222.00
222247	04/06/12	06	YELLOWSTONE BOYS & G	030	ROOM & BOARD	\$32,900.00
222248	04/10/12	06	SUPPLY MASTER INC	033	MATERIALS AND SUPPLI	\$484.24
222249	04/10/12	03	STAPLES ADVANTAGE	004	MATERIALS AND SUPPLI	\$355.41
222250	04/10/12	03	STAPLES ADVANTAGE	025	PRINTING	\$58.19
222251	04/10/12	03	SUPPLY MASTER INC	010	OFFICE SUPPLIES	\$984.84
222252	04/10/12	03	AIRGAS WEST	013	MATERIALS AND SUPPLI	\$100.00
222253	04/10/12	03	STAPLES ADVANTAGE	008	MATERIALS AND SUPPLI	\$70.40
222254	04/10/12	03	SUPPLY MASTER INC	013	MATERIALS AND SUPPLI	\$116.37
222255	04/10/12	03	VERNIER SOFTWARE & T	004	MATERIALS AND SUPPLI	\$415.31
222256	04/10/12	03	STAPLES ADVANTAGE	013	MATERIALS AND SUPPLI	\$200.00
222257	04/10/12	03	OFFICE DEPOT	013	MATERIALS AND SUPPLI	\$319.67
222258	04/10/12	03	UVERA DIAGNOSTICS, I	040	MATERIALS AND SUPPLI	\$568.00
222259	04/10/12	03	WAXIE SANITARY SUPPL	014	MATERIALS AND SUPPLI	\$199.84
222260	04/10/12	03	GOPHER SPORT	014	MATERIALS AND SUPPLI	\$2,589.32
222261	04/10/12	03	HAWTHORNE LIFT/NAUMA	025	REPAIRS BY VENDORS	\$2,944.00
222262	04/10/12	03/06	AMAZON.COM	035	COMPUTER SUPPLIES	\$160.03
222263	04/10/12	03	FREDRICKS ELECTRIC I	025	OTHER SERV. & OPER.EX	\$1,050.00
222264	04/10/12	21-09	D A HOGAN & ASSOCIAT	025	LAND IMPROVEMENTS	\$49,500.00
222265	04/10/12	03	MOORE MEDICAL, LLC	014	MATERIALS AND SUPPLI	\$157.21
222266	04/10/12	06	SUPPLY MASTER INC	035	MATERIALS AND SUPPLI	\$66.81
222267	04/10/12	06	TROXELL COMMUNICATIO	035	MATERIALS AND SUPPLI	\$808.10
222268	04/10/12	06	SEHI-PROCOMP COMPUTE	035	MATERIALS AND SUPPLI	\$277.79
222269	04/11/12	03	SUPPLY MASTER INC	023	MATERIALS AND SUPPLI	\$209.04
222270	04/11/12	03	STAPLES ADVANTAGE	003	MATERIALS AND SUPPLI	\$40.12
222271	04/11/12	03	STAPLES ADVANTAGE	003	MATERIALS AND SUPPLI	\$460.87
222272	04/11/12	03	LIGHTSPEED SYSTEMS,	035	COMPUTER LICENSING	\$16,400.00
222273	04/11/12	03	TEMPO MEDICAL PRODUC	014	MEDICAL SUPPLIES	\$13.47
222274	04/11/12	03	HASLER MAILING SYSTE	001	COMPUTER SOFTWARE	\$404.06
222275	04/11/12	11	HARLAND TECHNOLOGY S	009	REPAIRS BY VENDORS	\$654.00
222276	04/11/12	06	NATIONAL SEATING & M	030	MATERIALS AND SUPPLI	\$222.58
222277	04/11/12	03	ADVANCED TOOLWARE, L	035	COMPUTER LICENSING	\$12,876.00
222278	04/11/12	03	ONE STOP TONER AND I	012	MATERIALS AND SUPPLI	\$346.88
222279	04/11/12	06	PROCURETECH	035	MATERIALS AND SUPPLI	\$44.17
222280	04/11/12	03	APPERSON EDUCATION P	014	MATERIALS AND SUPPLI	\$37.94
222281	04/11/12	06	COIN EDUCATIONAL PRO	030	MATERIALS AND SUPPLI	\$282.01
222282	04/11/12	03	ONE STOP TONER AND I	012	MATERIALS AND SUPPLI	\$226.24
222283	04/12/12	03	LCD PRESENTATION SYS	014	MATERIALS AND SUPPLI	\$330.00
222284	04/12/12	06	OAK GROVE INSTITUTE	030	ROOM & BOARD	\$60,550.32
222285	04/12/12	03	UNITED HEALTH SUPPLI	014	MEDICAL SUPPLIES	\$52.67
222286	04/12/12	21-09	ROESLING NAKAMURA	025	IMPROVEMENT	\$23,000.00
222287	04/12/12	13	HI-WEST FOODS INC	031	PURCHASES FOOD	\$558.15



PO/BOARD/REPORT

SAN DIEGUITO UNION HIGH  
FROM 03/27/12 THRU 04/23/123  
ITEM 15F

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
222288	04/12/12	03	SCANTRON CORPORATION	003	MATERIALS AND SUPPLI	\$43.17
222289	04/12/12	03	ENCINITAS UNION SCHO	023	PROF/CONSULT./OPER E	\$1,609.77
222290	04/12/12	03	URBAN TREE CARE, INC	025	OTHER SERV. & OPER.EX	\$695.00
222291	04/13/12	03	STAPLES ADVANTAGE	004	MATERIALS AND SUPPLI	\$31.88
222292	04/16/12	03	SOUTHWEST SCHOOL/OFF	013	MATERIALS AND SUPPLI	\$106.58
222294	04/16/12	03	AMAZON.COM	004	MATERIALS AND SUPPLI	\$103.72
222295	04/16/12	06	AREY JONES EDUCATION	035	NON-CAPITALIZED TECH	\$8,023.95
222296	04/16/12	03	AREY JONES EDUCATION	035	NON-CAPITALIZED TECH	\$40,396.86
222297	04/16/12	03	BARNES & NOBLE BOOKS	004	MATERIALS AND SUPPLI	\$16.15
222298	04/16/12	03	AREY JONES EDUCATION	035	NON-CAPITALIZED TECH	\$16,432.40
222299	04/16/12	03	AREY JONES EDUCATION	035	NON-CAPITALIZED TECH	\$28,578.08
222300	04/16/12	03	AREY JONES EDUCATION	035	NON-CAPITALIZED TECH	\$5,610.68
222301	04/16/12	03	AREY JONES EDUCATION	035	NON-CAPITALIZED TECH	\$5,001.16
222302	04/16/12	03	AREY JONES EDUCATION	035	NON-CAPITALIZED TECH	\$21,320.57
222303	04/16/12	03	AREY JONES EDUCATION	035	NON-CAPITALIZED TECH	\$55,374.91
222304	04/16/12	03	SIMPLEX -GRINNELL L	025	REPAIRS BY VENDORS	\$569.00
222305	04/16/12	03	AREY JONES EDUCATION	035	NON-CAPITALIZED TECH	\$23,564.84
222306	04/16/12	03	AREY JONES EDUCATION	035	NON-CAPITALIZED TECH	\$18,575.75
222307	04/16/12	03	AREY JONES EDUCATION	035	NON-CAPITALIZED TECH	\$17,954.16
222308	04/17/12	03	AREY JONES EDUCATION	035	NON-CAPITALIZED TECH	\$13,465.62
222309	04/17/12	03	AREY JONES EDUCATION	035	NON-CAPITALIZED TECH	\$12,860.14
222310	04/17/12	03	AREY JONES EDUCATION	035	NON-CAPITALIZED TECH	\$59,277.47
222311	04/17/12	03	AREY JONES EDUCATION	035	NON-CAPITALIZED TECH	\$61,114.91
222312	04/17/12	03	AREY JONES EDUCATION	035	NON-CAPITALIZED TECH	\$58,612.76
222313	04/17/12	03	FREDRICKS ELECTRIC I	035	OTHER SERV. & OPER.EX	\$1,738.50
222314	04/17/12	03	MOORE MEDICAL, LLC	014	MEDICAL SUPPLIES	\$210.03
222315	04/17/12	03	SUPPLY MASTER INC	014	MATERIALS AND SUPPLI	\$104.73
222316	04/17/12	06	SAN DIEGO CO AIR POL	028	FEES - ADMISSIONS, T	\$181.00
222317	04/18/12	03	PROCURETECH	035	COMPUTER SUPPLIES	\$604.52
222318	04/18/12	03	S AND S WORLDWIDE IN	005	MATERIALS AND SUPPLI	\$452.32
222319	04/18/12	03	AREY JONES EDUCATION	005	NON-CAPITALIZED TECH	\$3,368.27
222320	04/18/12	03	TOMARK SPORTS	025	REPAIRS BY VENDORS	\$2,727.01
222321	04/18/12	03	SIMPLEX -GRINNELL L	025	BLDG.-REPAIR MATERIA	\$3,680.00
222322	04/18/12	03	B&H PHOTO-VIDEO-PRO	005	MATERIALS AND SUPPLI	\$377.13
222323	04/18/12	03	SIMPLEX -GRINNELL L	025	REPAIRS BY VENDORS	\$2,245.50
222324	04/18/12	03	SEHI-PROCOMP COMPUTE	005	MATERIALS AND SUPPLI	\$276.92
222325	04/18/12	03	SAN DIEGO DIGITAL SO	012	MATERIALS AND SUPPLI	\$1,460.01
222326	04/19/12	03	STATSEEKER PTY LTD	035	COMPUTER LICENSING	\$5,000.00
222327	04/20/12	03	STAPLES ADVANTAGE	010	OFFICE SUPPLIES	\$355.10
222328	04/20/12	03	PAXTON/PATTERSON	008	MATERIALS AND SUPPLI	\$185.60
222329	04/20/12	03	STAPLES ADVANTAGE	013	MATERIALS AND SUPPLI	\$115.00
222330	04/20/12	03	HERFF JONES	013	MATERIALS AND SUPPLI	\$2,319.32
222332	04/20/12	11	PAPER DIRECT	009	MATERIALS AND SUPPLI	\$116.33
222333	04/20/12	03	XEROX CORPORATION	004	DUPLICATING SUPPLIES	\$190.72
222334	04/20/12	11	JAIN, MANJULA	009	MATERIALS AND SUPPLI	\$250.00
222335	04/20/12	03	TUCKER APPLIANCE REP	010	REPAIRS BY VENDORS	\$501.48
222336	04/20/12	03	DEL MAR BLUE PRINT	013	PRINTING	\$631.35
222337	04/20/12	03	PAXTON/PATTERSON	008	MATERIALS AND SUPPLI	\$520.54
222338	04/20/12	03	STAPLES ADVANTAGE	004	MEDICAL SUPPLIES	\$29.72
222339	04/20/12	03	SCIENCE BOB STORE	004	MATERIALS AND SUPPLI	\$56.41
222340	04/20/12	03	STAPLES ADVANTAGE	003	MATERIALS AND SUPPLI	\$76.53
222341	04/20/12	03	STAPLES ADVANTAGE	003	MATERIALS AND SUPPLI	\$55.28
222342	04/20/12	03/06	ONE STOP TONER AND I	030	MATERIALS AND SUPPLI	\$84.01
222343	04/20/12	03	ONE STOP TONER AND I	003	MATERIALS AND SUPPLI	\$161.57
222345	04/23/12	03	STAPLES ADVANTAGE	013	MATERIALS AND SUPPLI	\$37.59



PO/BOARD/REPORT

SAN DIEGUITO UNION HIGH  
FROM 03/27/12 THRU 04/23/12

4  
ITEM 15F

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
222346	04/23/12	06	MISSION FEDERAL CRED	033	MATERIALS AND SUPPLI	\$1,121.33
720027	03/30/12	03	AFFORDABLE PRINTER C	035	REPAIRS BY VENDORS	\$375.87
720030	03/30/12	03	AFFORDABLE PRINTER C	035	REPAIRS BY VENDORS	\$85.00
820045	04/02/12	06	SAN DIEGO COUNTY OFF	022	CONFERENCE, WORKSHOP,	\$60.00
820046	04/02/12	03	CITY TREASURER	022	CONFERENCE, WORKSHOP,	\$600.00
REPORT TOTAL						\$949,933.33

Individual Membership Listings  
For the Period of March 27, 2012 through April 23, 2012

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

San Diego County Office of Education

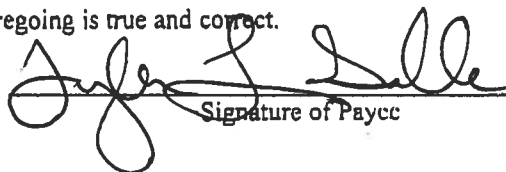
PETITION FOR ISSUANCE OF NEW WARRANT IN LIEU OF VOID WARRANT  
(Government Code Section 29802, Warrants  
Becoming Void After September 20, 1963)

1. TO THE BOARD OF EDUCATION OF THE San Dieguito Union High School District: I, the undersigned, declare that I am the payee of original warrant number 10-025943 dated 8/31/2011, in the amount of Four Thousand Seventy-One And 09/100 dollars (\$4,071.09) attached hereto and presented to your Board pursuant to Section 29802 of the Government Code. I hereby request that you adopt an order instructing the County Auditor to draw a new warrant in favor of me for the same amount as the original warrant.

Executed at Encinitas CA on 4-4-12 2012.

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

TYLER JOSEPH LA SALLE  
Name of Payee

  
Signature of Payee

\_\_\_\_\_  
Address of Payee

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

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

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

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

3. DISTRICT'S REISSUE OF PAYROLL WARRANT:

On \_\_\_\_\_ 20\_\_\_\_, the district issued commercial warrant number \_\_\_\_\_ to TYLER JOSEPH LA SALLE, payee, for Four Thousand Seventy-One And 09/100 dollars to replace void warrant number 10-025943 described above.

San Diego County Office of Education

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

1. TO THE BOARD OF EDUCATION OF THE San Dieguito Union High School District: I, the undersigned, declare that I am the payee of original warrant number 10-016704 dated 7/29/2011, in the amount of Seven Hundred Fifteen And 58/100 dollars (\$ 715.58) attached hereto and presented to your Board pursuant to Section 29802 of the Government Code. I hereby request that you adopt an order instructing the County Auditor to draw a new warrant in favor of me for the same amount as the original warrant.

Executed at Encinitas, CA on 4/16/12 20 12.

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

DIANE L. POWELL  
Name of Payee

*Diane Powell*  
Signature of Payee

710 Oak Bark Ln, Encinitas, CA 92024  
Address of Payee

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

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

Secretary  
~~XXXX~~ of the Board

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

3. DISTRICT'S REISSUE OF PAYROLL WARRANT:

On \_\_\_\_\_ 20 \_\_\_\_, the district issued commercial warrant number \_\_\_\_\_ to **DIANE L. POWELL**, payee, for Seven Hundred Fifteen And 58/100 dollars to replace void warrant number 10-016704 described above.

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** April 25, 2012

**BOARD MEETING DATE:** May 3, 2012

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

**SUBJECT:** BOARD POLICY REVISION PROPOSAL,  
#9270, "*BYLAWS OF THE BOARD, CONFLICT  
OF INTEREST*"

.....

### EXECUTIVE SUMMARY

The revisions shown on this policy are in accordance with recommendations from California School Boards Association's (CSBA) board policy information services. This item was presented for first read on April 5, 2012, and is now being submitted for board action.

### RECOMMENDATION:

That the Board approve the revised policy as shown in the attached supplement(s).

### FUNDING SOURCE:

Not applicable

## BYLAWS OF THE BOARD

9270

### CONFLICT OF INTEREST

#### INCOMPATIBLE ACTIVITIES

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. In accordance with law, Board members and designated employees shall disclose any conflict of interest and, as necessary, shall abstain from participating in the decision. The Board shall adopt a bylaw that specifies the terms of the ~~Governing Board members shall not engage in any employment or activity which is inconsistent with, incompatible with, in conflict with or inimical to the Board member's duties as an officer of the District. (Government Code 1126)~~

#### CONFLICT OF INTEREST CODE

The District's conflict of interest code, ~~shall be comprised of the terms of California Code of Regulations, Title 2, Section 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with a District attachment specifying~~ designated positions, and the ~~specific types of disclosure statements~~ categories required for each position.

Upon direction by the code reviewing body, the Board shall review the District's conflict of interest code ~~in even numbered years. If no change in the code is required, the District shall~~ submit any changes by October 1 a written statement to that effect to the code reviewing body. ~~If a change in the code is necessitated by changed circumstances, the District shall submit an amended code to the code reviewing body. (Government Code 87306.5)~~

When a change in the District's conflict of interest code is necessitated ~~due to~~ by changed circumstances such as the creation of new designated positions, ~~changes to the duties assigned to existing positions,~~ amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days. (Government Code 87306)

When reviewing and preparing the District's conflict of interest codes, the Superintendent or designee ~~District~~ shall provide officers, employees, consultants and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. ~~A~~ ~~if a~~ Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last statement and the date of leaving office or district employment. (Government Code 87302, 87500) ~~determines that he/she has a financial interest in a decision, as described in Government Code 87103, this determination shall be disclosed. The member shall be disqualified from voting unless his/her participation is legally required. (2 CCR 18700)~~

Statements of economic interests submitted to the District by designated employees in accordance with the conflict of interest code shall be available for public inspection and reproduction. (Government Code 81008)

#### FINANCIAL INTEREST CONFLICT OF INTEREST UNDER GOVERNMENT CODE 1090

Board members, employees, or district consultants ~~and designated employees~~ shall not be financially interested in any contract made by the Board on behalf of the district, including in the development,

## BYLAWS OF THE BOARD

9270

preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest, the district is barred from entering into the ~~or in any~~ contract. (Government Code 1090; Klistoff v. Superior Court, (2007) 157 Cal. App. 4th 469) ~~they make in their capacity as Board members or designated employees. (Government Code 1090)~~

A Board member shall not be considered to be financially interested in a contract if his/her interest is a "noninterest" as defined in Government Code 1091.5. One such noninterest is when a Board member's spouse/registered domestic partner has been a district employee for at least one year prior to the Board member's election or appointment. (Government Code 1091.5)

~~includes, but is not limited to, any of the following:~~

~~(Government Code 1091.5)~~

- ~~1. That of an officer who is being reimbursed for his/her actual and necessary expenses incurred in the performance of an official duty.~~
- ~~2. That of a recipient of public services generally provided by the public body or board of which he/she is a member, on the same terms and conditions as if he or she were not a member of the Board.~~
- ~~3. That of a landlord or tenant of the contracting party if such contracting party is the federal government or any federal department or agency, this state or an adjoining state, any department or agency of this state or an adjoining state, any county or city of this state or an adjoining state, or any public corporation or special, judicial or other public district of this state or an adjoining state unless the subject matter of such contract is the property in which such officer or employee has such interest as landlord or tenant in which even his/her interest shall be deemed a remote interest within the meaning of, and subject to, the provisions of Government Code 1091.~~
- ~~4. That of a spouse of an officer or employee of the District if his/her spouse's employment or office holding has existed for at least one year prior to his/her election or appointment.~~
- ~~5. That of a non-salaried member of a nonprofit corporation, provided that such interest is disclosed to the Board at the time of the first consideration of the contract, and provided further that such interest is noted in its official records.~~
- ~~6. That of a non-compensated officer of a nonprofit, tax-exempt corporation which, as one of its primary purposes, supports the functions of the nonprofit board or to which the school board has legal obligation to give particular consideration, and provided further that such interest is noted in its official records.~~
- ~~7. That of a person receiving salary, per diem, or reimbursement for expenses from a governmental entity, unless the contract directly involves the department of the government entity that employs the officer or employee, provided that such interest is disclosed to the Board at the time of consideration of the contract, and provided further that such interest is noted in its official records.~~
- ~~8. That of an attorney of the contracting party or that of an owner, officer, employee or agent of a firm which renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of less than 10 percent in the law practice or firm, stock brokerage firm, insurance firm or real estate firm.~~

~~In addition, a Board member or employee shall not be deemed to be interested in a contract made pursuant to competitive bidding under a procedure established by law if his/her sole interest is that of~~

## BYLAWS OF THE BOARD

9270

~~an officer, director, or employee of a bank or savings and loan association with which a party to the contract has the relationship of borrower or depositor, debtor or creditor. (Government Code 1091.5)~~

A Board member shall not be ~~deemed~~ **considered** to be financially interested in a contract if he/she has only a "remote interest" in the contract **as specified in Government Code 1091** and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract. **(Government Code 1091)** ~~Remote interests are specified in Government Code 1091(b); they include, but are not limited to, the interest of a parent in the earnings of his/her minor child. (Government Code 1091)~~

~~A Board member may be able to enter into a contract if the rule of necessity or legally required participation applies as defined in Government Code 87101. Legal counsel should be consulted, however, in such situations.~~

Even if there is not a prohibited ~~or remote~~ **conflict of** interest, a Board member shall abstain from voting on personnel matters that uniquely affect **his/her a** relatives. **However, a** ~~of the~~ Board member. ~~A Board member~~ may vote, ~~however,~~ on collective bargaining agreements and personnel matters that affect a class of employees to which **his/her the** relative belongs. "Relative" means an adult who is related to the ~~person~~ **Board member** by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. *(Education Code 35107)*

A relationship within the third degree includes ~~the~~ **an** individual's parents, grandparents, ~~and~~ great-grandparents, children, grandchildren, ~~and~~ great-grandchildren, brothers, sisters, aunts, ~~and~~ uncles, nieces, ~~and~~ nephews, and the similar family of the individual's spouse/**registered domestic partner** unless the individual is widowed or divorced.

### **COMMON LAW DOCTRINE AGAINST CONFLICT OF INTEREST**

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

### **RULE OF NECESSITY OR LEGALLY REQUIRED PARTICIPATION**

On a case-by-case basis and upon advice of legal counsel, a Board member with a financial interest in a contract may participate in the making of the contract if the rule of necessity or legally required participation applies pursuant to Government Code 87101 and 2 CCR 18708.

### **INCOMPATIBLE OFFICES AND ACTIVITIES**

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. *(Government Code 1099, 1126)*

### **GIFTS**

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitations on gifts **does** not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays and other similar occasions, provided that the gifts exchanged are not substantially



## BYLAWS OF THE BOARD

9270

disproportionate in value. (*Government Code 89503*)

Gifts of travel and related lodging and subsistence shall be subject to the ~~prevailing~~current gift limitation except as described in Government Code 89506.

A gift of travel does not include travel provided by the district for Board members and designated employees. (*Government Code 89506*)

### HONORARIA

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, in accordance with law. (*Government Codes 89501, 89502*)

The term honorarium does not include:  
(*Government Code 89501*)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade or profession unless the sole or predominant activity of the business, trade or profession is making speeches.
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes.

## BYLAWS OF THE BOARD

9270

### APPENDIX

#### DESIGNATED POSITIONS / DISCLOSURE CATEGORIES

It has been determined that persons occupying the following positions manage public investments and shall file a full statement of economic interests pursuant to Government Code 87200:

Governing Board Members  
Superintendent of Schools  
Associate Superintendents

1. Persons occupying the following positions are designated employees in Category 1:

Purchasing Director  
Finance Director  
Executive Director of Operations  
Director of Planning and Financial Management  
Purchasing Buyer  
Contracts Analyst

Designated persons in this category must report:

- a. Interests in real property located entirely or partly within District boundaries, or within two miles of District boundaries or of any land owned or used by the District. Such interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property.
- b. Investments or business positions in or income from sources which:
  - (1) Are engaged in the acquisition or disposal of real property within the District,
  - (2) Are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the District, or
  - (3) Manufacture or sell supplies, books, machinery or equipment of the type used by the District.

2. Persons occupying the following positions are designated employees in Category 2:

Director  
Principal  
Assistant Principal  
Program Coordinator  
Project Specialist  
Supervisor

Designated persons in this category must report investments or business positions in or income from sources which:

- a. Are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs, or

## BYLAWS OF THE BOARD

9270

- b. Manufacture or sell supplies, books, machinery or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school. Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.
3. A consultant is an individual who, pursuant to a contract with the District, makes a governmental decision whether to:  
*(2 CCR 18701)*
    - a. Approve a rate, rule or regulation.
    - b. Adopt or enforce a law.
    - c. Issue, deny, suspend or revoke a permit, license, application, certificate, approval, order or similar authorization or entitlement.
    - d. Authorize the District to enter into, modify or renew a contract that requires District approval.
    - e. Grant District approval to a contract or contract specifications which require District approval and in which the District is a party.
    - f. Grant District approval to a plan, design, report, study or similar item.
    - g. Adopt or grant District approval of District policies, standards or guidelines.

A consultant is also an individual who, pursuant to a contract with the District, serves in a staff capacity with the District and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2, or performs the same or substantially all the same duties for the District that would otherwise be performed by an individual holding a position specified in the District's Conflict of Interest Code. *(2 CCR 18701)*

### Legal Reference

#### EDUCATION CODE

1006	Qualifications for Holding Office
35107	School District employees
35230 - 35240	Corrupt Practices
35233	Prohibitions Applicable to Members of Governing boards

#### GOVERNMENT CODE

1090 - 1098	Prohibitions Applicable to Specified Officers
1125 - 1129	Incompatible Activities
81000 – 91015	Political Reform Act of 1974, especially:
82011	Code Reviewing Body
82019	Definition of Designated Employee
82028	Definition of Gifts

## BYLAWS OF THE BOARD

---

9270

82030	Definition of Income
87100 - 87103.6	General Prohibitions
87200 - 87210	Disclosure
87300 - 87313	Conflict of Interest Code
87500	Statements of Economic Interests
89501 - 89503	Honoraria and Gifts
91000 - 91014	Enforcement

### CODE OF REGULATIONS, TITLE 2

18110 - 18997	Regulations of the Fair Political Practices Commission
---------------	--

### COURT DECISIONS

Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th. 655  
Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

### ATTORNEY GENERAL OPINIONS

82 Ops.Cal.Atty.Gen. 83 (1999)  
81 Ops.Cal.Atty.Gen. 327 (1998)  
80 Ops.Cal.Atty.Gen. 320 (1997)  
69 Ops.Cal.Atty.Gen. 255 (1986)  
68 Ops.Cal.Atty.Gen. 171 (1985)  
65 Ops.Cal.Atty.Gen. 606 (1982)

Management Resources

### WEB SITES

Fair Political Practices Commission: [www.fppc.ca.gov](http://www.fppc.ca.gov)

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** April 20, 2012

**BOARD MEETING DATE:** May 3, 2012

**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 2012-13

---

### 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 \$25,000,000. This is an increase of \$5,000,000 over past years. As we deplete the District's reserve amounts, the anticipated amount to cover cash flow deficiencies, has increased. In 2011-12 the amount borrowed was \$16,540,000. Although we estimate the need to borrow more in 2012-13, we do not expect to use the full amount; rather, we are stating this sum while we work through our 12-13 cash flow

ITEM 17

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.

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 Purchasing and Risk Management 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 2012-13, 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 2012-2013 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2012 TAX AND REVENUE ANTICIPATION NOTES THEREFOR IN AN AMOUNT NOT TO EXCEED \$25,000,000 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, 2013 (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 2012 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;

ITEM 17

**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") appointed in Section 21 hereof, together with the underwriter and such co-underwriters, if any, identified in the Purchase Agreement hereinafter defined (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



ITEM 17

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 "2012 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 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

## ITEM 17

the case may be, or, in the absence of any such officer, his or her assistant (each a “District Officer”) is hereby authorized and directed to execute and deliver the Trust Agreement and a Credit Agreement, if applicable, which shall be identified in the Pricing Confirmation, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to the District Officer following execution by the County Officer of the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval 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

## ITEM 17

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

## ITEM 17

hereby pledges certain Unrestricted Revenues (as hereinafter provided, the “Pledged Revenues”) which are received, accrued or held by the District and are provided for or attributable to the Repayment Fiscal Year, and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the first moneys received by the District from such Pledged Revenues, and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts and other moneys of the District lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act). The term “Unrestricted Revenues” shall mean all taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys, which are generally available for the payment of 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

ITEM 17

lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available; and in connection therewith, the District authorizes the County Treasurer-Tax Collector to transfer any District funds then held or later received by the County Treasurer-Tax Collector, to the Trustee for deposit into the District's Payment Account to make up any such deficiency.

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

ITEM 17

this Resolution except those the District shall obtain or perform prior to or upon the issuance of the Note.

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

ITEM 17

the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution.

(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 2010-11 or Fiscal Year 2011-12 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 2010-11 or Fiscal Year 2011-12 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 2011-2012 in at least the minimum amount recommended, and will fund its Reserve for Economic Uncertainties for Fiscal Year 2012-2013 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 2012, including the Note, is not reasonably expected to exceed \$5,000,000, *provided* that such amount shall be increased by the lesser of \$10,000,000 or the aggregate face amount of such tax-exempt obligations as are attributable to financing capital expenditures for public school facilities, **or in the alternative**, (ii) covenants that the District will take all legally permissible steps necessary to ensure that all of the gross proceeds of the Note will be expended no later than the day that is six months after the respective dates of issuance of the Note so as to satisfy the requirements of Section 148(f)(4)(B) of the Code.

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

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

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

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

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

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

ITEM 17

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 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

ITEM 17

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.** 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.

**Section 22. Resolution Parameters.**

- (a) Name of District: San Dieguito Union High School District
- (b) Maximum Amount of Borrowing: \$25,000,000
- (c) Authorized District Representatives:
  - (1) Superintendent
  - (2) Associate Superintendent, Business Services
  - (3) Director of Purchasing and Risk Management

**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.



ITEM 17

[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

2012 TAX AND REVENUE ANTICIPATION NOTE, SERIES \_\_\_<sup>\*/</sup>

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

REGISTERED OWNER:

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

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

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

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

ITEM 17

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, 2013 (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.

**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 17

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

---

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

SECRETARY'S CERTIFICATE

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

The foregoing is a full, true and correct copy of a resolution duly adopted at a \_\_\_\_\_ meeting of the Board duly and regularly held at the regular meeting place thereof on the \_\_\_\_ day of \_\_\_\_\_, 2012, 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: \_\_\_\_\_, 2012

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

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** April 16, 2012

**BOARD MEETING DATE:** May 3, 2012

**PREPARED BY:** Becky Banning,  
Executive Assistant to the Superintendent

**SUBMITTED BY:** Terry King,  
Associate Superintendent, Human Resources

**SUBMITTED BY:** Ken Noah,  
Superintendent

**SUBJECT:** RESOLUTION DECLARING MAY 7-11,  
2012, "TEACHER APPRECIATION  
WEEK", AND MAY 8, 2012, "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 7-11, 2012, "Teacher Appreciation Week", and May 8, 2012, "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



2012

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT**

**RESOLUTION DESIGNATING**

**MAY 7-11, 2012 AS**

**“TEACHER APPRECIATION WEEK”, AND**

**MAY 8, 2012, AS**

**“DAY OF THE TEACHER”**

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

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

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

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

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

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

*NOW, THEREFORE, BE IT RESOLVED that the San Dieguito Union High School District Board of Trustees joins with the California Parent Teacher Association in declaring May 7 - 11, 2012, “Teacher Appreciation Week”, and May 8, 2012, “Day of the Teacher.”*

*PASSED AND ADOPTED this 3<sup>rd</sup> day of May, 2012, at the regular meeting of the Board of Trustees of the San Dieguito Union High School District.*

\_\_\_\_\_  
*Joyce Dalessandro, President*

\_\_\_\_\_  
*Barbara Groth, Vice President*

\_\_\_\_\_  
*Amy Herman, Clerk*

\_\_\_\_\_  
*Beth Hergesheimer, Trustee*

\_\_\_\_\_  
*John Salazar, Trustee*





# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** April 16, 2012

**BOARD MEETING DATE:** May 3, 2012

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

**SUBMITTED BY:** Terry King,  
Associate Superintendent, Human Resources

**SUBMITTED BY:** Ken Noah,  
Superintendent

**SUBJECT:** RESOLUTION DECLARING MAY 20-26, 2012,  
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.

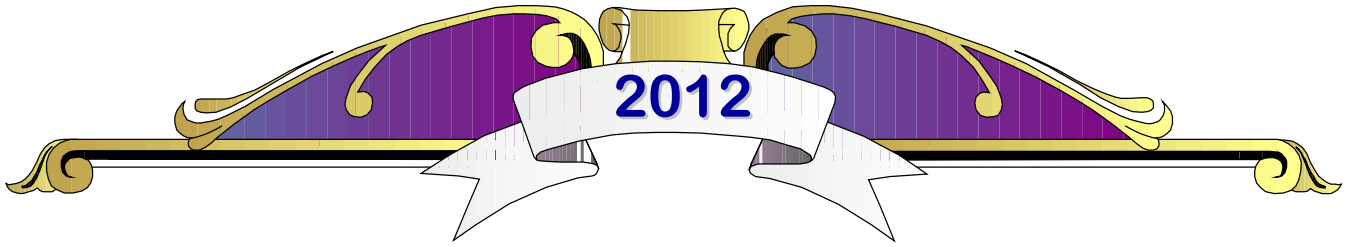
On behalf of the more than 400 classified employees in the San Dieguito Union High School District, this is an opportunity to join the State Legislature and other school boards to honor the important services the District receives from its Classified Service by adopting a resolution declaring the week of May 20-26, 2012, *Classified School Employee Week*. A resolution is attached for your adoption.

### RECOMMENDATION:

It is recommended that the Board adopt the attached resolution.

Attachment

/bb



## SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

### RESOLUTION DESIGNATING MAY 20 – 26, 2012, “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 20 - 26, 2012, as “Classified School Employee Week.”*

*PASSED AND ADOPTED this 3<sup>rd</sup> day of May, 2012, at the regular meeting of the Board of Trustees of the San Dieguito Union High School District.*

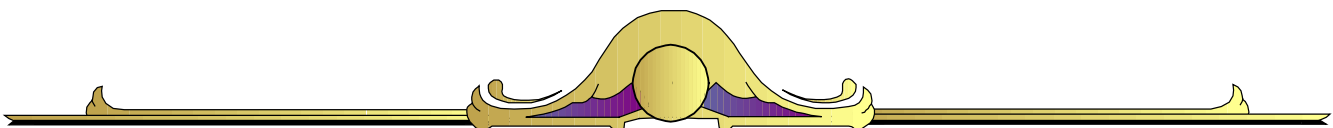
\_\_\_\_\_  
*Joyce Dalessandro, President*

\_\_\_\_\_  
*Barbara Groth, Vice President*

\_\_\_\_\_  
*Amy Herman, Clerk*

\_\_\_\_\_  
*Beth Hergesheimer, Trustee*

\_\_\_\_\_  
*John Salazar, Trustee*



# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** April 24, 2012

**BOARD MEETING DATE:** May 3, 2012

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

**SUBMITTED BY:** Ken Noah  
Superintendent

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

-----

### EXECUTIVE SUMMARY

The District is entering into discussions with the San Dieguito Faculty Association regarding the current multi-year agreement and a successor agreement. Pursuant to Government Code Section 3547(a), attached is the opening statement of the District.

The opening statement of the San Dieguito Faculty Association is also attached for purposes of information.

#### Recommendation:

It is recommended that the Board of Trustees adopt the attached statement of District interests.



**Union High School District**

710 Encinitas Boulevard, Encinitas, CA 92024  
Telephone (760) 753-6491  
www.sduhsd.net

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

**Superintendent**  
Ken Noah

**Human Resources Division**  
Terry King, Associate Superintendent  
Fax (760) 943-3505

April 23, 2012

The following statements have been identified by the San Dieguito Union High School District administration as interests to pursue in contract discussions with the San Dieguito Faculty Association:

1. To be proactive and fiscally prudent within diminishing resources
2. To ensure long-term budget stability for the District
3. To retain a highly qualified certificated staff
4. To support opportunities for academic innovation and reform
5. To implement programs identified in the District's Strategic Plan
6. To continue to strengthen the cooperative relationship between the District and SDFEA, through collaborative problem-solving



# San Dieguito Faculty Association

CTA/NEA

---

The following interests have been indentified and approved by the San Dieguito Faculty Association Executive Board as a focus of ongoing contractual discussions with the San Dieguito Union High School District as we attempt to stabilize and secure our Master Contract agreement.

1. Improve the quality of education provided to SDUHSD students by decreasing class sizes at all District schools.
2. Improve the quality of District-provided instruction by decreasing or eliminating unnecessary or non-instructional workload demands placed upon certificated unit members.
3. Support opportunities for innovation and reform.
4. Maintain the security and stability of the financial compensation for certificated unit members.
5. Continue to use the interest-based, collaborative process as SDFA and the District mutually address common problems, concerns, and issues.

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** April 24, 2012

**BOARD MEETING DATE:** May 3, 2012

**PREPARED AND SUBMITTED BY:** Michael Grove, Ed.D.  
Executive Director, Curriculum, Instruction and Assessment

**SUBJECT:** Potential Data Analytics Partnership

.....

### EXECUTIVE SUMMARY

SDUHSD and some of our feeder districts have been approached by a local data analytics company to partner in a data analytic project. This is an informational item and will inform the Board of the possibility of this partnership.

### RECOMMENDATION:

This item is being presented as an informational update for the Board of Trustees.

### FUNDING SOURCE:

Not applicable

MG/bb

# San Dieguito

## Union High School District

710 Encinitas Boulevard, Encinitas, CA 92024  
Telephone (760) 753-6491  
www.sduhsd.net

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

**Superintendent**  
Ken Noah

**Educational Services Division**  
Dr. Michael Grove, Executive Director  
Fax (760) 943-3527

To: Ken Noah  
From: Michael Grove  
Date: April 24, 2012  
Re: Data Analytics Partnership

SDUHSD has been approached by Opera Solutions to explore the possibility of entering into a partnership through which Opera Solutions would perform various analyses of data provided by the district. Opera Solutions is a national company with its Government Solutions subsidiary located in Carmel Valley. They specialize in predictive data analysis which allows clients to predict particular outcomes based upon a number of variables. Opera Solutions works with Fortune 500 companies such as Google and Netflix and also provides services to large government agencies such as the Department of Homeland Security. They are primarily interested in partnering with us as a way to explore how their services might be applied to benefit K-12 education and would provide their services to us free of charge.

On Friday, April 20<sup>th</sup>, Rick Schmitt, Patti Gaul and I met with representatives from Opera Solutions (OS) to discuss what such a partnership might entail and what benefits might be derived by SDUHSD. While much more discussion would be needed before entering into any partnership, generally a partnership would entail:

- SDUHSD would work with OS to identify key questions we would like answered through the data analysis.
- Based upon these questions, we would work with OS to identify the data variables needed to answer the questions.
- SDUHSD and some/all of our feeder districts would provide OS with the necessary data.
- OS would develop data analysis techniques designed to answer the identified questions and would work with SDUHSD to discern the meaning and implications of the data analyses.

During our meeting we established that any data provided would be anonymous to protect teacher and student privacy. The potential of this work is intriguing in that it would provide us with data analyses to which we typically would not have access. The areas for analysis would be at our discretion so we would benefit from the results. Purely as an example, we could apply such analysis to identify specific indicators at early grades (say 3<sup>rd</sup> grade) that correlate with later success in Algebra I and therefore better be able to predict future success based upon current performance. This, in turn, would allow us to intervene with students at the very initial stages of struggle and would allow us to identify the most appropriate and effective intervention for each student. Another application could be identifying key indicators that correlate with success in particular courses and therefore assist with evidence-based course placement recommendations for our students within the context of Expanded Access to Honors in our district. The potential areas of analyses are numerous and would require us to narrow and prioritize, but the benefits of such analyses could be enormous. With your permission, I am excited by the prospect of further exploring the potential of this partnership.