

### BOARD OF TRUSTEES REGULAR BOARD MEETING

Board of Trustees Joyce Dalessandro Barbara Groth Beth Hergesheimer Amy Herman

> Superintendent Rick Schmitt

John Salazar

THURSDAY, MAY 1, 2014 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, <a href="www.sduhsd.net">www.sduhsd.net</a> and/or at the district office. Please contact the <a href="Office of the Superintendent">Office of the Superintendent</a> 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 / ELECTRONIC DEVICES**

As a courtesy to all meeting attendees, please set cellular phones and electronic devices 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 1, 2014 6:30 PM

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

PRELIMINARY FUNCTIONS	(ITEMS 1 – 6)
CALL TO ORDER; PUBLIC COMMENTS REGARDING CLOSED SESSION ITEM	•
2. CLOSED SESSION	
A. To consider personnel issues, pursuant to Government Code limited to consideration of the appointment, employment, discipline /release, dismissal of a public employee or to hear of against such employee by another person or employee unlead public session. (3 Issues)	e Sections 11126 and 54957; evaluation of performance, complaints or charges brought
REGULAR MEETING / OPEN SESSION	6:30 РМ
3. RECONVENE REGULAR BOARD MEETING / CALL TO ORDER  * WELCOME / MEETING PROTOCOL REMARKS	BOARD PRESIDENT
4. PLEDGE OF ALLEGIANCE	
5. REPORT OUT OF CLOSED SESSION	
<ol> <li>APPROVAL OF MINUTES / REGULAR BOARD MEETING APRIL 3, 2014         Motion by, second by, to approve Minutes of the Meeting, as shown in the attached supplement.     </li> </ol>	April 3, 2014 Regular Board
NON-ACTION ITEMS	(ITEMS 7 - 10)
7. STUDENT UPDATESSTUD	ENT BOARD REPRESENTATIVES
8. BOARD REPORTS AND UPDATES	BOARD OF TRUSTEES
9. SUPERINTENDENT'S REPORTS, BRIEFINGS, & LEGISLATIVE UPDATES RI	CK SCHMITT, SUPERINTENDENT
10. NUTRITION SERVICES UPDATE	RICK MARIAM / SIRI PERLMAN
CONSENT AGENDA ITEMS	(ITEMS 11 - 15)
Upon invitation by the President, anyone who wishes to discuss a Consent the lectern, state his/her name and address, and the Consent Item number.	

#### 11. SUPERINTENDENT

- A. GIFTS AND DONATIONS

  Acceptance of Gifts and Donations, as shown in the attached supplement.
- 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 supplements.
- B. APPROVAL/RATIFICATION OF AGREEMENTS (None Submitted)

#### 13. EDUCATIONAL SERVICES

A. APPROVAL/RATIFICATION OF AGREEMENTS (None Submitted)

#### 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. Walroux Enterprises, amending the contract for grant writing, research, and reporting services to include up to 50 hours of service at \$75.00 per hour, assisting the district writing an application for the Federal Elementary and Secondary School Counseling grant (FY2014), during the period May 2, 2014 until project completion, for an amount not to exceed \$3,750.00, to be expended from the General Fund 03-00.

#### 14. Pupil Services / Special Education

#### SPECIAL EDUCATION

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. San Diego Unified School District (MOU), to provide special education services to one medically fragile special education student, during the period July 1, 2013 through June 30, 2014, for an amount not to exceed \$14,092.94, to be expended from the General Fund/Restricted 06-00.
- 2. San Diego Unified School District (MOU), to provide special education services to one brain injury special education student, during the period July 1, 2013 through June 30, 2014, for an amount not to exceed \$26,239.72, to be expended from the General Fund/Restricted 06-00.
- 3. Fallbrook Union High School District (MOU), to provide transportation services for a San Dieguito Union High School District special education student to and from the group home in Fallbrook, to TERI, Inc., a Nonpublic School (NPS) under contract with the District, during the period July 1, 2013 through May 30, 2014, for an amount not to exceed \$52,507.00, to be expended from the General Fund/Restricted 06-00.
- 4. San Diego State University Research Foundation, dba, The Center on Secondary Education for Students with Autism Spectrum Disorder (CSESA) (MOU), to provide CSESA program implementation and support services to Torrey Pines High School and La Costa Canyon High School staff for a research and development project funded by the U.S. Department of Education that focuses on developing, adapting, and studying a comprehensive school and community based education program for high school students within the autism spectrum, during the period July 1, 2014 through June 30, 2016, at no cost to the district.

5. Excelsior Academy (NPS), to provide non-public school services for diploma bound special education students that need additional social/emotional support, during the period July 1, 2013 through June 30, 2014, at the all-inclusive rate of \$133.40 per diem, 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. Vista Hill Foundation dba Learning Assistance Center and GPS Services, adding a provision for out of state assessments, during the period May 2, 2014 through June 30, 2014 and then continuing until terminated with 30-day written notice, at the rate of \$1,875.00 per assessment plus travel expenses at cost and meals at the U.S. General Services Administration (GSA) per diem rate, to be expended from the General Fund/Restricted 06-00.
- C. APPROVAL/RATIFICATION OF PARENT SETTLEMENT AND RELEASE AGREEMENTS (None Submitted)

#### **PUPIL SERVICES**

- D. APPROVAL/RATIFICATION OF AGREEMENTS (None Submitted)
- E. 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:

 The Regents of the University of San Diego, extending the contract for the California Healthy Kids Survey (CHKS) through August 30, 2013, with no other changes to the contract.

#### 15. BUSINESS / PROPOSITION AA

#### **BUSINESS**

A. APPROVAL/RATIFICATION OF AGREEMENTS

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

- San Diego County School Districts to provide student transportation between public and non-public schools and field trip locations located within County boundaries and locations mutually agreed to by both districts, as requested, during the period July 1, 2014 through June 30, 2016, at the current district daily rate for students with disabilities transportation and at the district's published field trip rate for field trip transportation.
- 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. Digital Schools of California, LLC, for services-based detailed application software for human resources, budgeting, and payroll management, extending the contract for one year with automatic renewals for two additional years unless terminated by either party with 30day advance written notice, during the period July 1, 2014 through June 30, 2015, at the annual rate of \$43,525.00 with annual adjustments based on the current full time equivalent (FTE) employee count and changes to the consumer price index (CPI) West Region, to be expended from the General Fund 03-00.

- 2. Sol Transportation, Inc., for special education transportation services, extending the contract period from April 13, 2014 through April 12, 2015, with no other changes to the contract, to be expended from the General Fund/Restricted 06-00.
- C. AWARD/RATIFICATION OF CONTRACTS (None Submitted)
- D. APPROVAL OF CHANGE ORDERS (None Submitted)
- E. ACCEPTANCE OF CONSTRUCTION PROJECTS (None Submitted)
- F. APPROVAL OF BUSINESS REPORTS
  Approve the following business reports:
  - 1. Purchase Orders
  - 2. Membership Listing (None Submitted)

#### **PROPOSITION AA**

G. APPROVAL/RATIFICATION OF AGREEMENTS

Approve/ratify entering into the following agreements, and authorize Christina M. Bennett, Eric R. Dill, or Rick Schmitt to execute the agreements and all related pertinent documents:

- 1. Williams Scotsman, Inc., to provide and teardown temporary 40X24 Classroom for 24 months at Earl Warren Middle School to temporarily house Nutrition Services, during the period May 2, 2014 through June 30, 2016, in the amount of \$13,480.00, to be expended from Building Fund-Prop 39 Fund 21-39.
- 2. Williams Scotsman, Inc., to provide and teardown temporary 40X48 Classroom for 24 months at Earl Warren Middle School to temporarily house Warren Hall, during the period May 2, 2014 through June 30, 2016, in the amount of \$53,298.00, to be expended from Building Fund-Prop 39 Fund 21-39.
- 3. NTD Architecture, Inc., to provide district wide Division of State Architect closeout advice and execution on selected projects, during the period May 2, 2014 through November 1, 2014, in an amount not to exceed \$10,000.00, plus reimbursable expenses, to be expended from Capital Facilities Fund 25-19.
- H. 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. MVE Institutional, Inc., contract CA2014-20 to provide additional architectural and electrical engineering services for San Dieguito High School Academy Interim Housing and Tennis Courts, increasing the amount by \$4,600.00 for a new total of \$19,600.00, to be expended from Building Fund–Prop 39 Fund 21-39.
- 2. MVE Institutional, Inc., contract A2013-167 to provide architectural and electrical engineering services for La Costa Valley site in Phase 1, deleting the multi-purpose room scope, and decreasing the amount by \$151,335.00 for a new total of \$457,130.00.
- 3. Consulting & Inspection Services, LLC., contract B2013-11 to provide Inspector of Record services district wide, for the remainder of the contract period through June 7, 2014, increasing the amount by \$100,000.00 for a new total of \$250,000.00, to be expended from Building Fund–Prop 39 Fund 21-39.
- 4. Ninyo and Moore, contract B2013-08 to provide material testing and special inspection services, during the period May 17, 2014 through May 17, 2015, increasing the amount by

- \$200,000.00 for a new total of \$350,000.00, to be expended from Building Fund-Prop 39 Fund 21-39.
- 5. Southern California Soils and Testing, Inc., contract B2013-08 to provide material testing and special inspection services, during the period May 17, 2014 through May 17, 2015, increasing the amount by \$200,000.00 for a new total of \$350,000.00, to be expended from Building Fund–Prop 39 Fund 21-39.
- 6. Byrom-Davey, Inc., Phase 1 Preliminary GMP to Lease/Lease Back Agreement at Canyon Crest Academy Phase 2, during the period May 2, 2014 through completion, decreasing the amount by \$298,685.00 for a Final GMP for Phase 1, in the amount \$2,859,287.00, to be expended from Building Fund—Prop 39 Fund 21-39.
- 7. The Planning Center, Inc., amend contract CB2014-01 corporate name change to PlaceWorks, Inc., at no cost to the district.

#### I. AWARD/RATIFICATION OF CONTRACTS

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

 Roof Construction, Inc. Bid Package #2 La Costa Canyon High School Information Commons Renovation (Media Center/800 buildings for Administration/staff workroom/ASB) CB2014-20, during the period May 26, 2014 through August 15, 2014, in the amount of \$360,569.00, to be expended from Building Fund-Prop 39 Fund 21-39.

#### J. APPROVAL OF CHANGE ORDERS

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

- 1. Canyon Crest Academy Rough Grading Project Contract CB2014-05, contract entered into with Byrom-Davey, Inc., decreasing the contract amount by \$3,735.00 for a new total of \$947,265.00, and extending the contract 61 calendar days.
- 2. San Dieguito High School Academy provide and install field turf CA2013-13, contract entered into with FieldTurf USA, Inc., extending the contract 182 calendar days.

#### K. ACCEPTANCE OF CONSTRUCTION PROJECTS

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

- 1. Canyon Crest Academy Rough Grading Project Contract CB2014-05, contract entered into with Byrom-Davey, Inc.
- 2. San Dieguito High School Academy provide and install field turf contract CA2013-13, contract entered into with FieldTurf USA, Inc.

ROLL C	CALL VOTE FOR CONSE	IT AGENDA	(ITEMS 11 - 15)
•	Motion by, se shown in the attached su	econd by, to approve Consent Age pplements.	nda Items 11-15 as
•	Roll Call:		
	Joyce Dalessandro Barbara Groth Beth Hergesheimer Amy Herman John Salazar	Morgan Patterson, Canyon Crest Acade Jourdan Johnson, Torrey Pines High So Noel Kildiszew, La Costa Canyon High S Arielle Michaelis, San Dieguito Academy Madison MacKenzie, Sunset High Scho	hool School /

DISCUSSION / ACTION ITEMS	(ITEM 16 - 22)
16. ADOPTION OF RESOLUTION DECLARING MAY 5-9, 2014, "TEACHER APPRECIATION WEE 2014, "DAY OF THE TEACHER"	EK", AND MAY 6,
<ul> <li>Motion by, second by, to adopt the Resolution Declaring Notice "Teacher Appreciation Week", and May 6, 2014, "Day of the Teacher", as attached supplements.</li> <li>Roll Call</li> </ul>	May 5-9, 2014, shown in the
17. ADOPTION OF RESOLUTION DECLARING MAY 18-24, 2014, "CLASSIFIED SCHOOL EMPLO"	YEE WEEK"
<ul> <li>Motion by, second by, to adopt the resolution declaring May 1 "Classified School Employee Week", as shown in the attached supplement.</li> <li>Roll Call</li> </ul>	8-24, 2014, as
18. ACCEPTANCE OF PROP AA INDEPENDENT CITIZENS' OVERSIGHT COMMITTEE 2013 ANNU	JAL REPORT
Motion by, second by, to accept the Prop AA Independent Citiz Committee 2013 Annual Report, as shown in the attached supplement.	ens' Oversight
19. APPROVAL AND ADOPTION OF PROPOSED REVISED & NEW BOARD POLICIES / HUMAN RE	SOURCES
A. REVISED BOARD POLICY #4216.3-42.15, "NETWORK ANALYST"	
Motion by, second by, to approve and adopt the revised Board I 42.15, Network Analyst, as shown in the attached supplement.	Policy #4216.3-
B. New Board Policy #4216.3-69.7, "Construction Services Analyst"	
Motion by, second by, to approve and adopt the new Board Policy Construction Services Analyst, as shown in the attached supplement.	/ #4216.3-69.7,
C. Revised Board Policy #4231 Appendix A, Salary Range Schedule	
Motion by, second, to approve and adopt the revised Board Appendix A, Salary Range Schedule, as shown in the attached supplement.	Policy #4231
20. ADOPTION OF RESOLUTION OF INTENTION TO CONVEY INTEREST IN REAL PROPERTY & I	RIGHT-OF-WAY
<ul> <li>Motion by, second by, to adopt the Resolution of Intention to Cor Real Property and Right-of-Way to San Diego Gas and Electric Company, for access to erect, construct, reconstruct, replace, repair, maintain and opera Storage Yard for the transmission and distribution of electricity and gas on the Academy campus, as described in the attachment.</li> <li>Roll Call</li> </ul>	the purpose of ate an Energy
21. ADOPTION OF RESOLUTION / TAX & REVENUE ANTICIPATION NOTES (TRANS) FOR 2014-	-15
<ul> <li>Motion by, second by, to adopt the Resolution for Tax and Rever Notes (TRANs) for fiscal year 2014-15, as shown in the attached supplements.</li> <li>Roll Call</li> </ul>	
22. APPROVAL OF SCHOOL ACCOUNTABILITY REPORT CARDS (SARC), 2012-13	
Motion by, second by, to approve the School Accountability Report 2012-13, as shown in the attached supplements.	Cards (SARC),
INFORMATION ITEMS	(ITEMS 23 - 32)
23. UNIFORM COMPLAINT QUARTERLY REPORT, 3 <sup>RD</sup> QUARTER, JANUARY – MARCH, 2014	/
This item is being submitted as information only, for the 3 <sup>rd</sup> quarter, January throug 2014, as shown in the attached supplement.	gh March 2014,
24. MATH INSTRUCTIONAL MATERIALS UPDATE	
This item is being submitted as information only.	
25. Business Services Update Eric Dill, Associate S	UPERINTENDENT

- 27. EDUCATIONAL SERVICES UPDATE......MIKE GROVE, ED.D., ASSOCIATE SUPERINTENDENT
- 28. PUBLIC COMMENTS

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

- 29. FUTURE AGENDA ITEMS
- 30. ADJOURNMENT TO CLOSED SESSION .......(AS REQUIRED)
  - 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. (3 Issues)
- 31. Report from Closed Session (as necessary)
- 32. MEETING ADJOURNED

The next regularly scheduled Board Meeting will be held on <u>Thursday</u>, <u>May 15, 2014</u>, <u>at 6:30 PM</u> in the SDUHSD District Office Board Room 101. The District Office is located at 710 Encinitas Blvd., Encinitas, CA, 92024.

## San Dieguito Union High School District

#### **MINUTES**

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

REGULAR BOARD MEETING

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

> Superintendent Rick Schmitt

**APRIL 3, 2014** 

THURSDAY, APRIL 3, 2014 6:30 PM

DISTRICT OFFICE BOARD ROOM 10120 710 ENCINITAS BLVD., ENCINITAS, Ca. 92024

PRELIMINARY FUNCTIONS		(ITEMS 1 – 6)
1. CALL TO ORDER; PUBLIC COMMI	ENTS REGARDING CLOSED SESSION ITEMS	6:00 РМ
	the meeting to order at 6:00 PM to receive public No public comments were presented.	lic comments on
2. CLOSED SESSION		6:01 РМ
The Board convened to Closed	Session at 6:01 PM to discuss the following:	
A. Consideration and/or do	eliberation of student discipline (3 cases)	
limited to consideration discipline /release, disci	issues, pursuant to Government Code Sections 1 on of the appointment, employment, evaluation nissal of a public employee or to hear complaints of e by another person or employee unless the employee)	of performance, or charges brought
REGULAR MEETING / OPEN SESS	SION	6:30 РМ
<u>ATTENDANCE</u>		
BOARD OF TRUSTEES AND STUDENT B	OARD REPRESENTATIVES	
Joyce Dalessandro Barbara Groth Beth Hergesheimer Amy Herman John Salazar	Allie Schneider, Canyon Crest Academy Brandon Hong, Torrey Pines High School Noel Kildiszew, La Costa Canyon High School Arielle Michaelis, San Dieguito Academy	
DISTRICT ADMINISTRATORS / STAFF Rick Schmitt, Superintendent Eric Dill, Associate Superintendent Torrie Norton, Associate Superinte Mike Grove, Ed.D., Associate Sup Rick Mariam, Director, Nutrition Se Siri Perlman, Nutrition Specialist S Joann Schultz, Executive Assistant	endent, Human Resources erintendent, Educational Services ervices	
3. RECONVENE REGULAR MEETING	3 / CALL TO ORDER	(Ітем 3)
The regular meeting of the Bondalessandro.	pard of Trustees was called to order at 6:31 PM by	y President Joyce
4. PLEDGE OF ALLEGIANCE		(ITEM 4)
President Dalessandro led the	Pledge of Allegiance.	

5. REPORT OUT OF CLOSED SESSION ......(ITEM 5)

The Board met in closed session and the following action was taken:

It was moved by Ms. Groth, seconded by Ms. Herman, to approve the request for early readmit from expulsion for Student ID #1206020, conditional upon student behavior review in August, 2014. Ayes: Dalessandro, Groth, Hergesheimer, Herman, Salazar; Noes: None. Motion unanimously carried.

It was moved by Ms. Groth, seconded by Ms. Hergesheimer, to approve the stipulated expulsion for Student ID #1207585. Ayes: Dalessandro, Groth, Hergesheimer, Herman, Salazar; Noes: None. Motion unanimously carried.

It was moved by Ms. Groth, seconded by Ms. Herman, to approve the stipulated expulsion for Student ID #670392. Ayes: Dalessandro, Groth, Hergesheimer, Herman, Salazar; Noes: None. Motion unanimously carried.

6. APPROVAL OF MINUTES OF THE REGULAR BOARD MEETING OF MARCH 20, 2014

It was moved by Ms. Groth, seconded by Ms. Herman, to approve the Minutes of the March 20, 2014 Regular Board Meeting, as presented. Ayes: Dalessandro, Groth, Hergesheimer, Herman, Salazar; Noes: None. Motion unanimously carried.

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

- - Mr. Salazar attended the TPHS v LAX boy's lacrosse game.

Ms. Hergesheimer attended the Torrey Pines High School Foundation (TPHS) fundraiser held at the Belly Up, TPHS WASC team reception on Sunday, and the City of Encinitas/School District Liaison meeting on March 24th.

Ms. Groth attended the TPHS WASC team interview on Tuesday, and toured TPHS.

Ms. Herman toured San Dieguito High School Academy, attended the TPHS WASC team interview on Tuesday, and the Canyon Crest Academy Foundation event March on 31<sup>st</sup>.

Ms. Dalessandro toured San Marcus High School with district staff, attended the Torrey Pines High School WASC reception on Sunday, the TPHS Advance Math Open House event, and the WASC interview on Tuesday at TPHS.

- 9. SUPERINTENDENT'S REPORTS, BRIEFINGS, LEGISLATIVE UPDATES.......RICK SCHMITT, SUPERINTENDENT Superintendent Schmitt gave an update on school safety and facilities.
- 10. "LIVE WELL SAN DIEGO!" PROCLAMATION PRESENTATION.................................COUNTY BOARD OF SUPERVISORS San Diego County Board of Supervisors representative Chuck Matthews, Health and Human Service Agency Deputy Director, North Regions, presented the Board of Trustees with a proclamation commending the District for outstanding commitment to the community, and declaring April 3, 2014 to be "San Dieguito Union High School District Day" throughout the County, in recognition of the "Live Well San Diego!" initiative.

#### <u>CONSENT ITEMS</u>.....(ITEMS 11 - 15)

It was moved by Ms. Hergesheimer, seconded by Ms. Groth, that all Consent Agenda Items 11-15, be approved, as amended (\*revised Items 11B and 15L-1, as attached), and listed below. Ayes: Dalessandro, Groth, Hergesheimer, Herman, Salazar; Noes: None. Motion unanimously carried.

#### 11. SUPERINTENDENT

A. GIFTS AND DONATIONS

Accept the Gifts and Donations, as presented.

B. FIELD TRIP REQUESTS

Approve the Field Trip Requests, as attached.

\*Revised 11B, Field Trips, distributed at the meeting.

#### 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.
- B. APPROVAL/RATIFICATION OF AGREEMENTS (None Submitted)

#### 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. Blackboard, Inc., to provide Blackboard Learn Content Management GUI Administration Certification online training and Blackboard Learn Community Engagement GUI Administration Certification online training, during the period April 2, 2014 and ending no later than March 17, 2015, for an amount not to exceed \$2,200.00, to be expended from the General Fund 03-00.
- 2. Rosetta Stone, Ltd., to provide 40 licenses to use Rosetta Stone Classroom Version 3 online fixed term licenses for all commercially available languages and levels for use on Windows and Mac computers and access to all product specific mobile applications for iOS or select Android devices, during the period April 1, 2014 through June 30, 2015 and then continuing with annual renewals corresponding to our fiscal year unless terminated with 30 day advance written notice, in the amount of \$1,490.00 for the remainder of the 2013-14 fiscal year and \$5,960.00 for 2014-15 fiscal year, to be expended from Title 1 General Fund/Restricted 06-00.
- B. APPROVAL/RATIFICATION OF AMENDMENT TO AGREEMENTS (None Submitted)

#### 14. PUPIL SERVICES / SPECIAL EDUCATION

#### SPECIAL EDUCATION

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. Heritage Schools, Inc. (NPS/NPA), to provide therapeutic programs for troubled youth, during the period July 1, 2013 through June 30, 2014, at the rates of \$105.00 per diem for basic education, \$70.00 per hour for speech therapy, \$75.00 per hour for occupational therapy, \$400.00 per educational assessment, \$75.00 per diem for education related mental health services (ERMHS), and \$228.00 per diem for room and board, 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. New Alternatives, Inc. (NPA), amending the agreement to include the services and prices shown on the attachment, during the period July 1, 2013 through June 30, 2014, to be expended from the General Fund/Restricted 06-00.
- C. APPROVAL/RATIFICATION OF PARENT SETTLEMENT AND RELEASE AGREEMENTS

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

1. Student ID #8036418058, for reimbursement for Parentally Placed Public School Student (PPPSS) to High Bluff Academy and related educational expenses, during period March 12, 2014 through June 30, 2016, in an amount not to exceed \$51,000.00.

#### **PUPIL SERVICES**

D. APPROVAL/RATIFICATION OF AGREEMENTS (None Submitted)

#### 15. BUSINESS / PROPOSITION AA

#### **BUSINESS**

A. APPROVAL/RATIFICATION OF AGREEMENTS

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

- 1. PCS Revenue Control Systems, Inc., for the annual support and maintenance for the suite of software products for Nutrition Services Department to process and track parent payments for student lunches, as well as inventory, ordering, and other control mechanisms, during the period July 1, 2014 to June 30, 2015, and then continuing annually unless terminated by either party prior to the renewal date, in the amount of \$4,164.75, to be expended from the Cafeteria Fund 13-00.
- B. APPROVAL/RATIFICATION OF AMENDMENT TO AGREEMENTS (None Submitted)
- C. AWARD/RATIFICATION OF CONTRACTS (None Submitted)
- D. APPROVAL OF CHANGE ORDERS (None Submitted)
- E. ACCEPTANCE OF CONSTRUCTION PROJECTS (None Submitted)
- F. APPROVAL OF BUSINESS REPORTS

Approve the following business reports:

- 1. Purchase Orders
- 2. Membership Listing (None Submitted)

#### **PROPOSITION AA**

G. APPROVAL/RATIFICATION OF AGREEMENTS

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

1. Johnson Consulting Engineers, Inc., Electrical Design Work at Canyon Crest Academy, during the period April 4, 2014 through October 4, 2014, in the amount of \$1,500.00, to be expended from Building Fund-Prop 39 Fund 21-39.

#### H. 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:

- Lionakis, to amend the Earl Warren Middle School Replacement Campus contract, CA2014-17 to provide additional civil engineering services, in an amount of \$39,450.00, to be expended from Building Fund – Prop 39 Fund 21-39.
- 2. Siemens Industry, Inc., Energy Services Contract to begin work on phase 2 of the mechanical, operational, and energy efficiency related improvements at Oak Crest Middle School, Diegueno Middle School and La Costa Canyon High School, as noted in the energy service contract B2009-17, to be performed upon receipt of a written notice to proceed from the District, during the period April 4, 2014 through April 4, 2015, for an amount not to exceed \$1,898,740.00, to be expended from Building Fund-Prop 39 Fund 21-39.

#### I. AWARD/RATIFICATION OF CONTRACTS

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

- 1. E.C. Constructors, Inc., Bid Package #1 Oak Crest Middle School Art and Technology Modernization CB2014-10, during the period April 11, 2014 through August 15, 2014, in the amount of \$588,325.00, to be expended from Building Fund-Prop 39 Fund 21-39, pending DSA approval of plans.
- 2. Commercial & Industrial Roofing Inc., Bid Package #2 Oak Crest Middle School Art and Technology Modernization CB2014-10, during the period April 11, 2014 through August 15, 2014, in the amount of \$48,089.00, to be expended from Building Fund-Prop 39 Fund 21-39, pending DSA approval of plans.
- 3. Peltzer Plumbing, Inc., Bid Package #3 Oak Crest Middle School Art and Technology Modernization CB2014-10, during the period April 11, 2014 through August 15, 2014, in the amount of \$146,000.00, to be expended from Building Fund-Prop 39 Fund 21-39, pending DSA approval of plans.
- 4. ACH Mechanical Contractors, Bid Package #04 Oak Crest Middle School Art and Technology Modernization CB2014-10, during the period April 11, 2014 through August 15, 2014, in the amount of \$121,700.00, to be expended from Building Fund-Prop 39 Fund 21-39, pending DSA approval of plans.
- Ace Electric, Inc., Bid Package #05 Oak Crest Middle School Art and Technology Modernization CB2014-10, during the period April 11, 2014 through August 15, 2014, in the amount of \$198,000.00, to be expended from Building Fund-Prop 39 Fund 21-39, pending DSA approval of plans.
- 6. E.C. Constructors, Inc., Bid Package #01 Demolition, Grading and Concrete Diegueno Middle School Entry Enhancement Media Center and CB2014-13, during the period April 11, 2014 through August 15, 2014, in the amount of \$703,612.00, to be expended from Building Fund-Prop 39 Fund 21-39, pending DSA approval of plans.
- 7. E.C. Constructors, Inc., Bid Package #02 General Construction Diegueno Middle School Entry Enhancement Media Center CB2014-13, during the period April 11, 2014 through August 15, 2014, in the amount of \$430,767.00, to be expended from Building Fund-Prop 39 Fund 21-39, pending DSA approval of plans.
- 8. Commercial & Industrial Roofing Inc., Bid Package #03 Diegueno Middle School Entry Enhancement Media Center CB2014-13, during the period April 11, 2014 through August 15, 2014, in the amount of \$85,619.00, to be expended from Building Fund-Prop 39 Fund 21-39, pending DSA approval of plans.
- 9. Peltzer Plumbing, Inc., Bid Package #04 Diegueno Middle School Entry Enhancement Media Center CB2014-13, during the period April 11, 2014 through August 15, 2014, in the amount

- of \$198,000.00, to be expended from Building Fund-Prop 39 Fund 21-39, pending DSA approval of plans.
- 10. Countywide Mechanical Systems, Inc., Bid Package #05 Diegueno Middle School Entry Enhancement Media Center CB2014-13, during the period April 11, 2014 through August 15, 2014, in the amount of \$74,896.00, to be expended from Building Fund-Prop 39 Fund 21-39, pending DSA approval of plans.
- 11. Rowan Electric, Inc., Bid Package #06 Diegueno Middle School Entry Enhancement Media Center CB2014-13, during the period April 11, 2014 through August 15, 2014, in the amount of \$331,000.00, to be expended from Building Fund-Prop 39 Fund 21-39, pending DSA approval of plans.
- 12. Rocky Coast Builders, Inc., Oak Crest Middle School Field Access Ramp CB2014-12, during the period April 11, 2014 through August 15, 2014, in the amount of \$932,417.00, to be expended from Building Fund-Prop 39 Fund 21-39, pending DSA approval of plans.
- J. APPROVAL OF CHANGE ORDERS (None Submitted)
- K. ACCEPTANCE OF CONSTRUCTION PROJECTS (None Submitted)
- L. ADOPTION OF RESOLUTION / LEASE-LEASEBACK

Adopt the following resolutions, and authorize Christina M. Bennett or Eric R. Dill to execute the necessary documents:

 Resolution approving and authorizing execution of Site Lease, Sublease Agreement, and Construction Services Agreement for the Lease-Leaseback Agreement with Balfour Beatty Construction Company for the construction of the New Middle School #5, to be expended from Building Fund-Prop 39 Fund 21-39, as attached.

\*Revised 15L-1, Lease-Leaseback Agreement with Balfour Beatty, distributed at the meeting.

2. Resolution approving and authorizing execution of site lease, sublease agreement, and construction services agreement for the lease-leaseback agreement with Byrom-Davey, Inc. for the Canyon Crest Academy Phase 2 Construction Project, to be expended from Building Fund-Prop 39 Fund 21-39, as presented.

#### DISCUSSION / ACTION ITEMS ...... (ITEMS 16-21)

16. APPROVAL OF TENTATIVE AGREEMENT WITH THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER 241

Motion by Ms. Groth, seconded by Ms. Hergesheimer, to approve the Master Contract Tentative Agreement with the California School Employees Association, Chapter 241, effective July 1, 2012, through June 30, 2015, as presented. Ayes: Dalessandro, Groth, Hergesheimer, Herman, Salazar; Noes: None. Motion unanimously carried.

- 17. ACCEPTANCE OF THE 2012-13 ANNUAL PROPOSITION AA BUILDING FUND AUDIT REPORT Motion by Ms. Groth, seconded by Ms. Hergesheimer, to accept the 2012-13 Annual Proposition AA Building Fund Audit Report, as presented. Ayes: Dalessandro, Groth, Hergesheimer, Herman, Salazar; Noes: None. Motion unanimously carried.
- 18. APPROVAL OF PROPOSED INSTRUCTIONAL CALENDARS, 2015-16 & 2016-17 SCHOOL YEARS Motion by Ms. Groth, seconded by Ms. Hergesheimer, to approve the proposed Instructional Calendars for 2015-16 and 2016-17 school years, as presented. Ayes: Dalessandro, Groth, Hergesheimer, Herman, Salazar; Noes: None. Motion unanimously carried.
- 19. APPROVAL OF REVISION TO SUPERINTENDENT EMPLOYMENT CONTRACT This item was pulled from the agenda and no action was taken.

- 20. ADOPTION OF RESOLUTION / STATUTORY FEE INCREASE / WITH URGENCY
  - A. Public Hearing The public hearing was opened at 7:11 PM by President Dalessandro. There being no public comment, the hearing was closed at 7:12 PM.
  - B. Motion by Ms. Groth, seconded by Ms. Herman, to adopt the resolution levying fees on development projects, with urgency (30-day maximum), as presented. Ayes: Dalessandro, Groth, Hergesheimer, Herman, Salazar; Noes: None. Motion unanimously carried.
- 21. APPROVAL AND ADOPTION OF PROPOSED REVISIONS TO BOARD POLICIES (3): #4216.3-03.2, "CHIEF FINANCIAL OFFICER" & #4216.3-09-3; "DIRECTOR OF STUDENT INFORMATION SERVICES"; AND #4341.1 ATTACHMENT A, MANAGEMENT SALARY SCHEDULE

Motion by Ms. Hergesheimer, seconded by Ms. Groth to approve and adopt the proposed Revisions to Board Policies (3): #4216.3-03.2, "Chief Financial Officer" & #4216.3-09.3, "Director of Student Information Services", and #4341.1 Attachment A, Management Salary Schedule, as presented. Ayes: Dalessandro, Groth, Hergesheimer, Herman, Salazar; Noes: None. Motion unanimously carried.

INFORMATION ITEMS	(ITEMS 22 - 29)
22. Business Services Update	ERIC DILL, ASSOCIATE SUPERINTENDENT
Mr. Dill had nothing further to report.	
	TORRIE NORTON, ASSOCIATE SUPERINTENDENT
Ms. Norton had nothing further to report.	
24. EDUCATIONAL SERVICES UPDATE	MIKE GROVE, ASSOCIATE SUPERINTENDENT
Dr. Grove gave updates on the high school se	lection process, and Math instructional materials.
the San Dieguito High School Academy lotter enrollment at San Dieguito High School Acad process of local students adjusting to their inal	sed the Board about her daughter not being selected in y, the high school selection lottery process, the size of demy, the La Costa Canyon High School culture, the bility to go to their neighborhood school, and requested t for students who live close to the Academy's.
26. FUTURE AGENDA ITEMS – None presented.	
27. ADJOURNMENT TO CLOSED SESSION - No close	d session was necessary.
28. CLOSED SESSION – Nothing to further to report.	
29. ADJOURNMENT OF MEETING - Meeting adjourne	d at 7:27 PM.
Beth Hergesheimer, Board Clerk	Date
Rick Schmitt, Superintendent	Date

## FIELD TRIP REQUESTS SDUHSD BOARD MEETING April 3, 2014

Item #	Date	Sponsor, Last Name	First Name	School Team/Club	Total # Students	Total # Chaperones	Event Description / Name of Conference	City	State	Loss of Class Time	\$ Cost
1	04-26-14	Foss	Jason	LCC Boys Lacrosse	32	4	Varsity Boys Lacrosse Game	Tustin	CA	None	LCC Foundation / Parent Donations
2	04-24-14 - 04-27-14	Stiven	Tim	CCA Envision Conservatory for the Humanities	4	5	World Affairs Council "World Quest" National Competition Finals	Washington	DC	1 Day	CCA Foundation / Parent Donations
3	05-17-14 - 05-18-14	Stiven	Tim	CCA Envision Conservatory for the Humanities	10	6	ECH Presentation to LA USD Theater Workers	Los Angeles	CA	None	CCA Foundation / Parent Donations
4	04-12-14	Brubaker	Mark	LCC JV Volleyball	14	5	JV Volleyball Tournament	Mission Viejo	CA	None	LCC Foundation / Paren Donations
5	04-23-14 - 04-27-14	Kessler	Rachel	CCA Robotics	7	10	First Tech Challenge (FTC) Robotics World Championship	St. Louis	МО	3	CCA Foundation / Parent Donations

### San Dieguito Union High School District

#### **INFORMATION REGARDING BOARD AGENDA ITEM**

TO: BOARD OF TRUSTEES

**DATE OF REPORT:** April 2, 2014

**BOARD MEETING DATE:** April 3, 2014

PREPARED BY: John Addleman, Director of Planning Services

Eric Dill, Assoc. Superintendent, Business

SUBMITTED BY: Rick Schmitt, Superintendent

SUBJECT: ADOPTION OF RESOLUTION / LEASE-

LEASEBACK / BALFOUR BEATTY

**CONSTRUCTION COMPANY / BYROM-DAVEY,** 

INC.

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#### **EXECUTIVE SUMMARY**

#### **Balfour Beatty Construction Company**

\*Revised - This section has been updated to reflect revisions to the Guaranteed Maximum Price (GMP), general conditions and construction management fee as a result of value engineering and other projected savings.

On June 16, 2011, District staff presented the results and recommendation from a request for qualifications for construction services. Balfour Beatty Construction Company is one of the three firms selected to provide construction services. The three firms were of ten firms responding to that request. The services performed by Balfour Beatty Construction Company continue to be outstanding and therefore it is staff's recommendation that Balfour Beatty Construction Company continue to provide construction services to the District under a lease-leaseback contractual arrangement for the construction of the New Middle School #5 project, excluding the track and play field area.

Administration, staff, and district counsel have been working with Balfour Beatty Construction Company to develop a Site Lease, Sublease Agreement, and Construction Services Agreement for Lease-Leaseback. The total cost of the project is expected to cost approximately \$52.6 million, including land acquisition and soft costs. As it pertains to the Construction Services Agreement, Balfour Beatty Construction Company has provided a preliminary Guaranteed Maximum Price (GMP) of \$34,295,500 for the New Middle School #5 project. The GMP includes a construction management fee of \$606,962, general conditions of \$2,583,470, and a construction contingency of \$2,427,848 as reflected in the attached Preliminary GMP. At project completion, any unused portion of the construction contingency will be released back into available Prop AA project funds.

The construction of Middle School #5 would be completed in two increments. The first increment would include the road, parking lot, and two-story classroom building to be available for occupancy in the Fall of 2015, the balance of the site will be available in the Fall of 2016.

#### Byrom-Davey, Inc.

On February 6 and 13, 2014 the District advertised a Request for Qualifications (RFQ) CB2014-09 for Lease/Leaseback Services for Stadium and Field Projects. Byrom-Davey, Inc. was selected to provide construction services from among four firms that had responded to the request. Byrom-Davey, Inc. has successfully performed for the District as a general contractor on a number of projects that were awarded under traditional low-bid processes; its fees continue to compare favorably to other firms as discussed below.

Administration, staff, and district counsel have been working with Byrom-Davey, Inc. to develop a Site Lease, Sublease Agreement, and Construction Services Agreement for Lease-Leaseback. The total cost of the project is expected to cost approximately \$16.1 million, including soft costs. As it pertains to the Construction Services Agreement, Byrom-Davey, Inc. has provided a preliminary Guaranteed Maximum Price (GMP) of \$13,499,609 for the Canyon Crest Academy Phase 2 Construction project. The GMP, Byrom-Davey, Inc. includes general conditions of \$655,212, and a construction contingency of \$611,638 as reflected in the attached Preliminary GMP. Byrom-Davey, Inc. will not charge a construction management fee. At project completion, any unused portion of the construction contingency will be released back into available Prop AA project funds.

#### **Lease/Leaseback Framework**

Lease/Leaseback projects are constructed pursuant to the provisions set forth in Education Code Section 17406, which authorizes school district governing boards, without advertising for bids, to lease property currently owned by a school district to any person, firm, or corporation for a minimum of \$1 per year as long as such lease requires the other party to construct (or provide for the construction) of a building or buildings upon the subject property and that title to the subject property and the buildings vest in the school district at the expiration of the lease. This statutory language requires that school districts first lease its property to a chosen builder. This delivery method to construction has been recognized by the State Legislature as a proven method to deliver school facilities on time, on budget, and with a reduced level risk associated with design issues, delays, and cost overruns.

The Lease/Leaseback arrangement includes three documents:

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

#### **Bidding Requirements**

In order to establish the final GMP, both Balfour Beatty Construction Company and Byrom-Davey, Inc. will conduct competitive bids under the supervision of the District. Both firms will seek a minimum of three bids for each specialized construction trade package and, if possible, a minimum of seven bidders requested for all portions of non-specialized work to ensure the

best pricing and bidding environment for the District. After the bid, the final GMP will be presented to the Board at a future meeting for approval to amend the agreement.

#### **RECOMMENDATION:**

It is recommended that the Board adopt the following resolutions, and authorize Christina M. Bennett or Eric R. Dill to execute the necessary documents:

- Resolution approving and authorizing execution of Site Lease, Sublease Agreement, and Construction Services Agreement for the Lease-Leaseback Agreement with Balfour Beatty Construction Company for the construction of the New Middle School #5, to be expended from Building Fund-Prop 39 Fund 21-39, as shown in the attached supplement.
- Resolution approving and authorizing execution of Site Lease, Sublease Agreement, and Construction Services Agreement for the Lease-Leaseback Agreement with Byrom-Davey, Inc. for the Canyon Crest Academy Phase 2 Construction Project, to be expended from Building Fund-Prop 39 Fund 21-39, as shown in the attached supplement.

#### **FUNDING SOURCE:**

Building Fund-Prop 39 Fund 21-39

### **Balfour Beatty Construction Company**

April 2, 2014 Preliminary GMP Summary

	Mic	ldle School #5
Management Fee	\$	606,962.00
General Conditions including		
Insurance and Bond	\$	2,583,470.00
Construction	\$	28,677,220.00
Contingency 7%	\$	2,427,848.00
Total Preliminary GMP	Ś	34.295.500.00

### Board Agenda Packet, 05-01-14 ITEM 6

#### SDUHSD Bond Program

## SAN DIEGUITO MIDDLE SCHOOL #5 Balfour Beatty

### Construction

			EXTENSIONS				
	QTY	UNIT	LABOR MAT'L EQUIP TO				TOTAL
GENERAL CONDITIONS							
Supervision	90	WKS	518,400	-	-	\$	518,400
Field Office Rental with Furniture	21	MTH	-	-	24,906	\$	24,906
Clerk	90	WKS	248,400	-	-	\$	248,400
Field Office Supplies	90	WKS	-	10,800	-	\$	10,800
Field Telephone	21	MTH	-	-	22,575	\$	22,575
Small Consumables/Tools	90	WKS	-	-	4,320	\$	4,320
Field Toilets & Wash Stations	21	MTH	-	-	19,299	\$	19,299
Project Gas & Diesel	21	MTH	-	35,700	-	\$	35,700
Dumpster Rental (Office Only)	21	MTH	-	-	6,090	\$	6,090
Safety Equipment/Fire Extinguishers	90	WKS	-	-	6,480	\$	6,480
Construction Fence	4800	LF	-	-	17,760	\$	17,760
Daily Clean	90	WKS	-	-	8,550	\$	8,550
Trailer Clean	90	WKS	-	-	10,350	\$	10,350
Project Management	90	WKS	518,400	-	-	\$	518,400
Project Executive	21	MTH	94,500	-	-	\$	94,500
SWPPP Certification/Safety Training	90	WKS	-	-	3,780	\$	3,780
Assistant Supervision	52	WKS	247,520	-	-	\$	247,520
Inspector's Office	18	MTH	-	-	2,790	\$	2,790
BIM Specialist	16	WKS	69,760	-	-	\$	69,760
Scheduler	90	WKS	78,120	-	-	\$	78,120
Project Engineer	90	WKS	428,400	-	-	\$	428,400
General Superintendent	90	WKS	-	-	-	\$	-
SPECIAL EQUIPMENT							
Equipment Maintenance/Depreciation	21	MTH	-	-	49,980	\$	49,980
Const Field Office Mob/Demob	3	MV	-	-	16,692	\$	16,692
Inspector's Office Mob/Demob	2	MV	-	-	1,304	\$	1,304
Copier/Printer Lease (2 BBC/IOR)	21	MTH	-	-	12,285	\$	12,285
SPECIAL CONDITIONS							
Temp Electrical Connection	1	LS	-	-	16,000	\$	16,000
Temp Water Meter (SDWD)	1	LS	-	-	1,155	\$	1,155
Temp Electrical Use	8	MTH	-	-	3,880	\$	3,880
Temp Water Use	21	MTH	-	-	5,775	\$	5,775
Jobsite Signage	1	LS	-	4,500	-	\$	4,500
Traffic Signage/Control	1	LS	-	2,500	1,963	\$	4,463
Jobsite Computer/Network/AV	1	LS	-	-	13,000	\$	13,000
Contract Closeout	1	LS	-	-	25,800	\$	25,800
Bid Advertisement	2	EA	-	-	346	\$	346
Subtotal			2,203,500	53,500	326,470	\$	2,583,470
PROJECT TOTALS			2,203,500	53,500	326,470	\$	2,583,470

Total General Conditions		\$	2,583,470
Fee	1.75%	\$	606,962
Total Construction Sub /contra	actor Hard Costs	\$	28,677,220
Contingency 7%	7%	\$	2,427,848
		¢.	24 205 500

The Following costs are included in the General Conditions above and are based on stated percent of \$34,295,500 and will be adjusted upon final costs as will the fee of 1.75%

Builders Risk	0.30%	\$ 102,887
GL Insurance	1.04%	\$ 356,673
Bond	1.00%	\$ 342.955

ITEM 11A

# San Dieguito Union High School District <a href="https://www.negarding.go.nc">INFORMATION REGARDING BOARD AGENDA ITEM</a>

TO: BOARD OF TRUSTEES

**DATE OF REPORT:** April 22, 2014

**BOARD MEETING DATE:** May 1, 2014

PREPARED AND

SUBMITTED BY: Rick Schmitt, Superintendent

SUBJECT: ACCEPTANCE OF GIFTS AND DONATIONS

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#### **EXECUTIVE SUMMARY**

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

#### GIFTS AND DONATIONS SDUHSD BOARD MEETING May 1, 2014

ITEM 11A

Item#	Donation	Description	Donor	Department	School Site
1	\$10.00	Math Department Supplies	Anonymous	Math	DNO MS
2	\$50.00	Math Department Supplies	Peter T. Weady	Math	DNO MS
3	\$150.00	Social Studies Supplies	Diegueno Middle School PTSA	Social Studies	DNO MS
4	\$578.20	Artist in Residence Costs	Earl Warren Middle School PTSA	Music	EWMS
5	\$1,000.00	Japanese Program Supplies	Skyus	World Languages	SDHSA
6	\$1,641.60	Speaker Costs	Canyon Crest Academy Foundation	Theater	CCA
7	\$382.22	English Supplies	Canyon Crest Academy Foundation	English	CCA
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
	\$3,812.02	Monetary Donations			
		*Value of Donated Items			
	\$3,812.02	TOTAL VALUE			

ITEM 12A

## San Dieguito Union High School District

#### INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

**DATE OF REPORT:** April 22, 2014

**BOARD MEETING DATE:** May 1, 2014

PREPARED BY: Torrie Norton

Associate Superintendent/Human Resources

SUBMITTED BY: Rick Schmitt

Superintendent

SUBJECT: APPROVAL OF CERTIFICATED and

**CLASSIFIED PERSONNEL** 

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#### **EXECUTIVE SUMMARY**

Please find the following Personnel actions attached for Board Approval:

#### **Certificated**

Reassignment 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**

#### Reassignment

- 1. <u>Laurie Brady</u>, Middle School Principal at Carmel Valley Middle School, resigns from her current administrative position effective 6/30/14 and requests a reassignment to a classroom teaching position beginning in the 2014-15 school year, effective 7/01/14.
- **Molly Ravenscroft**, Middle School Assistant Principal at Oak Crest Middle School, resigns from her current administrative position effective 6/30/14 and requests a reassignment to a classroom teaching position beginning in the 2014-15 school year, effective 7/01/14.
- **3.** <u>Kyle Ruggles</u>, High School Principal at La Costa Canyon High School, resigns from his current administrative position effective 6/30/14 and requests a reassignment to a classroom teaching position beginning in the 2014-15 school year, effective 7/01/14.

#### **Leave of Absence**

- Angelina Allen, Teacher (English) at Torrey Pines High School, requests a 20% Unpaid Leave of Absence (80% assignment) for the 2014-15 school year, effective 8/19/14 through 6/12/15.
- <u>Tabitha Barry</u>, Teacher (social science) at Diegueno Middle School, requests a 40% Unpaid Leave of Absence (60% assignment) for the 2014-15 school year, effective 8/19/14 through 6/12/15.
- 3. <u>L. Marie Black</u>, Teacher (English) at Torrey Pines High School, requests a 60% Unpaid Leave of Absence (40% assignment) for the 2014-15 school year, effective 8/19/14 through 6/12/15.
- 4. <u>Abigail Brown-McLellan</u>, Teacher (math) at Torrey Pines High School, requests a 20% Unpaid Leave of Absence (80% assignment) for the 2014-15 school year, effective 8/19/14 through 6/12/15.
- 5. <u>Jayme Cambra</u>, Counselor at Torrey Pines High School, requests a 20% Unpaid Leave of Absence (80% assignment) for the 2014-15 school year, effective 8/06/14 through 6/12/15.
- Brennan Dean, Counselor at Torrey Pines High School, requests a 40% Unpaid Leave of Absence (60% assignment) for the 2014-15 school year, effective 8/06/14 through 6/12/15.
- 7. <u>David Fleischman</u>, Teacher (physical science) at Torrey Pines High School, requests a 20% Unpaid Leave of Absence (80% assignment) to participate in the District-approved STRS Reduced Workload program for the 2014-15 school year (year #1), effective 8/19/14 through 6/12/15.

- 8. <u>Tiffany Gilson</u>, Teacher (biology) at Torrey Pines High School, requests a 40% Unpaid Leave of Absence (60% assignment) for the 2014-15 school year, effective 8/19/14 through 6/12/15.
- Nicole Green, Teacher (math) at Torrey Pines High School, requests a 20% Unpaid Leave of Absence (80% assignment) for the 2014-15 school year, effective 8/19/14 through 6/12/15.
- 10. <u>Maura Leonard</u>, Teacher (English/multi-media) at Diegueno Middle School, requests a 40% Unpaid Leave of Absence (60% assignment) for the 2014-15 school year, effective 8/19/14 through 6/12/15.
- 11. <u>Sarah Morawa</u>, Teacher (art) at Torrey Pines High School, requests a 40% Unpaid Leave of Absence (60% assignment) for the 2014-15 school year, effective 8/19/14 through 6/12/15.
- 12. <u>Jenny Oehler</u>, Teacher (English & history) at Earl Warren Middle School, requests 100% Unpaid Leave of Absence for child-rearing purposes for the remainder of the 2013-14 school year, effective 4/23/14 through 6/13/14.
- 13. <u>Lindsey Olson</u>, Teacher (biology) at Torrey Pines High School, requests a 40% Unpaid Leave of Absence (60% assignment) for the 2014-15 school year, effective 8/19/14 through 6/12/15.
- 14. <u>MaryAnn Rall</u>, Teacher (life science) at Torrey Pines High School, requests a 40% Unpaid Leave of Absence (60% assignment) for the 2014-15 school year, effective 8/19/14 through 6/12/15.
- 15. <u>Sarah Schirripa</u>, Teacher (English) at Torrey Pines High School, requests a 100% Unpaid Leave of Absence for child-rearing purposes, effective 4/14/14 through 5/30/14; she will resume her 100% assignment effective 6/02/14.
- 16. <u>Rose Schleyhahn</u>, Temporary School Psychologist at Oak Crest Middle School, requests a 100% Unpaid Leave of Absence for child-rearing purposes, for the remainder of the 2013-14 school year, effective 3/31/14 through 6/13/14.
- 17. <u>Melissa Shayegan</u>, Teacher (Special Ed mild/moderate) at San Dieguito High School Academy, requests a 100% Unpaid Leave of Absence (2<sup>nd</sup> consecutive year), for the 2014-15 school year, effective 8/19/14 through 6/12/15.

#### **Resignation**

 <u>Lil Locke</u>, Counselor at Diegueno Middle School, resignation for retirement purposes, effective 6/13/14.

ITEM 12A

#### **PERSONNEL LIST**

#### **CLASSIFIED PERSONNEL**

#### **Employment**

- 1. <u>Ching, Carol</u>, Nutrition Services Assistant I, SR25, 31.25% FTE, Carmel Valley Middle School, effective 03/27/14
- 2. <u>Kingsbury, Carolyn</u>, Instructional Assistant-SpEd(NS), SR34, 48.75% FTE, Coastal Learning Academy, Canyon Crest Academy, effective 03/31/14
- 3. <u>Lin, Jing</u>, Nutrition Services Assistant I, SR25, 31.25% FTE, Earl Warren Middle School, effective 04/01/14
- 4. Marks, Tarea, Nutritional Services Assistant I, SR25, 31.25% FTE, Diegueno Middle School, effective 04/14/14

#### **Change in Assignment**

- 1. <u>Balderas, Marlene</u>, from Nutritional Services Assistant I, SR25, 31.25% FTE, Diegueno Middle School to 43.75% FTE, La Costa Canyon High School, effective 04/21/14
- Espinoza, Monica, from Nutrition Services Assistant II, SR27, 62.50% FTE, Torrey Pines High School to Nutrition Services Supervisor, Supervisory SR4,1, 68.75% FTE, Diegueno Middle School, effective 05/01/14

#### Resignation

- 1. <u>Milone, Josephine</u>, Instructional Assistant-SpEd(SH), SR36, 37.50% FTE, La Costa Canyon High School, resignation for the purpose of retirement effective 06/13/14
- 2. <u>Nakamura, Kay</u>, Nutrition Services Assistant, SR27, 75.00% FTE, La Costa Canyon High School, resignation for the purpose of retirement effective 06/13/14

sj 05/01/14 classbdagenda

**ITEM 13B** 

# San Dieguito Union High School District INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

**DATE OF REPORT:** April 22, 2014

**BOARD MEETING DATE:** May 1, 2014

**PREPARED BY:** Jason Viloria, Executive Director of Educational

Services

Michael Grove, Associate Superintendent of

**Educational Services** 

SUBMITTED BY: Rick Schmitt

Superintendent

SUBJECT: APPROVAL/RATIFICATION OF

**AMENDMENT TO AGREEMENTS** 

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#### **EXECUTIVE SUMMARY**

The attached Professional Services Report/Educational Services summarizes one amendment to agreements.

#### **RECOMMENDATION:**

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

#### **FUNDING SOURCE:**

As noted on attached list

ITEM 13B

**Board Meeting Date: 05-01-14** 

#### SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

#### **EDUCATIONAL SERVICES - AMENDMENT TO AGREEMENTS REPORT**

Contract	Consultant/		School/	<u>Fee</u>
<u>Effective</u>	<u>Vendor</u>	Description of Services	<u>Department</u>	Not to Exceed
<u>Dates</u>			<u>Budget</u>	
05/02/14 until	Walroux	Amending the contract for grant writing, research, and	General Fund	\$3,750.00
project	Enterprises	reporting services to include up to 50 hours of service at		
completion		\$75.00 per hour, assisting the district writing an application for		
		the Federal Elementary and Secondary School Counseling		
		grant (FY2014)		

ITEM 14A

# San Dieguito Union High School District INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

**DATE OF REPORT:** April 23, 2014

**BOARD MEETING DATE:** May 1, 2014

PREPARED BY: Chuck Adams, Director of Special Education

Michael Grove, Associate Superintendent,

**Educational Services** 

SUBMITTED BY: Rick Schmitt

Superintendent

SUBJECT: APPROVAL/RATIFICATION OF NON-PUBLIC

SCHOOL / NON-PUBLIC AGENCY CONTRACTS / AGREEMENTS AND/OR MEMORANDUMS OF

**UNDERSTANDING** 

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#### **EXECUTIVE SUMMARY**

The attached Special Education Agreements report summarizes five contracts.

#### **RECOMMENDATION:**

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

#### **FUNDING SOURCE:**

As noted on the attached report.

#### SAN DIEGUITO UNION HIGH SCHOOL DISTRICT BOARD MEETING

#### ITEM 14A

**Board Meeting Date: 05-01-14** 

#### **SPECIAL EDUCATION AGREEMENTS**

Contract Effective Dates	Contract/Vendor	Description of Services	Department Budget	Fee Not to Exceed
07/01/13 – 06/30/14	San Diego Unified School District (MOU)	Provide special education services to one medically fragile special education student	General Fund / Restricted 06-00	\$14,092.94
07/01/13 – 06/30/14	San Diego Unified School District (MOU)	Provide special education services to one brain injury special education student	General Fund / Restricted 06-00	\$26,239.72
07/01/13 – 05/30/14	Fallbrook Union High School District (MOU)	Provide transportation services for a San Dieguito Union High School District special education student to and from the group home in Fallbrook, to TERI, Inc., a Nonpublic School (NPS) under contract with the District	General Fund / Restricted 06-00	\$52,507.00
07/01/14 — 06/30/16	San Diego State University Research Foundation, dba, The Center on Secondary Education for Students with Autism Spectrum Disorder (CSESA) (MOU)	Provide CSESA program implementation and support services to Torrey Pines High School and La Costa Canyon High School staff for a research and development project funded by the U.S. Department of Education that focuses on developing, adapting, and studying a comprehensive school and community based education program for high school students within the autism spectrum	NA	NA
07/01/13 – 06/30/14	Excelsior Academy (NPS)	Provide non-public school services for diploma bound special education students that need additional social/emotional support	General Fund / Restricted 06-00	All inclusive Tuition: \$133.40 per diem

ITEM 14B

## San Dieguito Union High School District INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

**DATE OF REPORT:** April 22, 2014

**BOARD MEETING DATE:** May 1, 2014

PREPARED BY: Chuck Adams, Director of Special Education

Michael Grove, Associate Superintendent of

**Educational Services** 

SUBMITTED BY: Rick Schmitt

Superintendent

SUBJECT: APPROVAL/RATIFICATION OF

**AMENDMENTS TO AGREEMENTS** 

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#### **EXECUTIVE SUMMARY**

The attached Special Education Amendment to Agreements Report summarizes one amendment to an agreement.

#### **RECOMMENDATION:**

The administration recommends that the Board approve and/or ratify the amendment to the agreement, as shown on the attached Special Education Amendment Report.

#### **FUNDING SOURCE:**

As noted on the attached report.

#### SAN DIEGUITO UNION HIGH SCHOOL DISTRICT BOARD MEETING

#### ITEM 14B

**Board Meeting Date: 05-01-14** 

#### <u>SPECIAL EDUCATION – AMENDMENTS TO AGREEMENTS REPORT</u>

Contract Effective Dates	Contractor/Vendor	Description of Services	School/ Department Budget	Fee Not to Exceed
05/02/14 – 06/30/14 and then continuing until terminated with 30 day written notice	Vista Hill Foundation dba Learning Assistance Center and GPS Services	Adding a provision for out of state assessments	General Fund / Restricted 06-00	At the rate of \$1,875.00 per assessment plus travel expenses at cost and meals at the U.S. General Services Administration (GSA) per diem rate

ITEM 14E

# San Dieguito Union High School District INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

**DATE OF REPORT:** April 22, 2014

**BOARD MEETING DATE:** May 1, 2014

PREPARED BY: Rick Ayala, Director

Pupil Services and Alternative Programs Mike Grove, Associate Superintendent of

**Educational Services** 

SUBMITTED BY: Rick Schmitt

Superintendent

SUBJECT: APPROVAL/RATIFICATION OF

**AMENDMENTS TO AGREEMENTS** 

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#### **EXECUTIVE SUMMARY**

The attached Amendment to Agreements report summarizes one amendment to an agreement.

#### **RECOMMENDATION:**

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

#### **FUNDING SOURCE:**

As noted on the attached report.

ITEM 14E

**Board Meeting Date: 05-01-14** 

#### SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

#### **PUPIL SERVICES - AMENDMENT TO AGREEMENTS REPORT**

Contract Effective Dates	<u>Contractor/</u> <u>Vendor</u>	Description of Services	<u>School/</u> <u>Department</u> <u>Budget</u>	Fee Not to Exceed
NA	The Regents of the University of San Diego	Extending the contract for the California Healthy Kids Survey (CHKS) through August 30, 2013	NA	NA

ITEM 15A

## 

TO: BOARD OF TRUSTEES

**DATE OF REPORT:** April 22, 2014

**BOARD MEETING DATE:** May 1, 2014

PREPARED BY: Christina M. Bennett, Director of Purchasing/Risk Mgt

Eric R. Dill, Associate Superintendent/Business

SUBMITTED BY: Rick Schmitt

Superintendent

SUBJECT: APPROVAL/RATIFICATION OF

PROFESSIONAL SERVICES CONTRACTS/

**BUSINESS** 

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#### **EXECUTIVE SUMMARY**

The attached Professional Services Report/Business 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 report.

ITEM 15A

**Board Meeting Date: 05-01-14** 

### SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

### **BUSINESS - PROFESSIONAL SERVICES REPORT**

Contract Effective Dates	<u>Contractor/</u> <u>Vendor</u>	Description of Services	<u>School/</u> <u>Department</u> <u>Budget</u>	Fee Not to Exceed
07/01/14 – 06/30/16	San Diego County School Districts	Provide student transportation between public and non-public schools and field trip locations located within County boundaries and locations mutually agreed to by both districts, as requested	NA	At the current district daily rate for students with disabilities transportation and at the districts published field trip rate for field trip transportation

ITEM 15B

# San Dieguito Union High School District INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

**DATE OF REPORT:** April 22, 2014

**BOARD MEETING DATE:** May 1, 2014

PREPARED BY: Christina M. Bennett, Director of Purchasing/Risk Mgt

Eric R. Dill, Associate Superintendent/Business

SUBMITTED BY: Rick Schmitt

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 amendments to agreements, as shown in the attached Amendment Report.

#### **FUNDING SOURCE:**

As noted on attached list

ITEM 15B

**Board Meeting Date: 05-01-14** 

### SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

## **BUSINESS SERVICES - AMENDMENT TO AGREEMENTS REPORT**

Contract Effective Dates	<u>Contractor/</u> <u>Vendor</u>	Description of Services	<u>School/</u> <u>Department</u> <u>Budget</u>	Fee Not to Exceed
07/01/14 – 06/30/15	Digital Schools of California, LLC	Services-based detailed application software for human resources, budgeting, and payroll management, extending the contract for one year with automatic renewals for two additional years unless terminated by either party with 30-day advance written notice	General Fund 03-00	\$43,525.00 with annual adjustments based on the current full time equivalent (FTE) employee count and changes to the consumer price index (CPI) West Region
04/13/14 – 04/12/15	Sol Transportation, Inc.	Special education transportation services, extending the contract period with no other changes to the contract	General Fund / Restricted 06-00	NA

# San Dieguito Union High School District INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

**DATE OF REPORT:** April 22, 2014

**BOARD MEETING DATE:** May 1, 2014

**PREPARED BY:** Eric R. Dill

Associate Superintendent, Business

**SUBMITTED BY:** Rick Schmitt

Superintendent

SUBJECT: APPROVAL OF BUSINESS REPORTS

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#### **EXECUTIVE SUMMARY**

Please find the following business reports submitted for your approval:

- 1. Purchase Orders
- 2. Membership Listing (None Submitted)

#### **RECOMMENDATION:**

It is recommended that the Board approve the following business reports: 1) Purchase Orders, and 2) Membership Listings (None Submitted).

#### **FUNDING SOURCE:**

Not applicable

# SAN DIEGUITO UNION HIGH FROM 03/25/14 THRU 04/21/14 VENDOR LOC DESCRIPTION

			FROM 03/25/14 THRU			
PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
	03/25/14	06	PROCURETECH		MATERIALS AND SUPPLI	\$8,526.60
			L B CONCRETE		NEW CONSTRUCTION	\$10,905.00
	03/25/14	03			REFRESHMENTS	\$10,000.00
	03/25/14	03	MISSION FEDERAL CRED		MATERIALS AND SUPPLI	\$267.88
	03/25/14	03	AMAZON.COM		MATERIALS AND SUPPLI	\$85.27
	03/25/14	03	SAN DIEGUITO TROPHY		MATERIALS AND SUPPLI	\$244.08
	03/25/14	06	C D W G.COM		NON-CAPITALIZED TECH	\$2,099.92
	03/25/14	03			REPAIRS BY VENDORS	\$500.00
	03/25/14	03	CONCEPTS SCHOOL AND		MATERIALS AND SUPPLI	\$893.03
	03/25/14	06	SCHAFER, BETSY		MEDIATION SETTLEMENT	\$840.00
		21-39	AMERICAN FENCE & SEC			\$1,517.30
	03/26/14	03	APPLE COMPUTER INC		NON-CAPITALIZED TECH	\$541.92
	03/26/14	03	COUNTY BURNER & MACH			\$353.00
	03/26/14	03			MATERIALS AND SUPPLI	\$260.66
	03/27/14	03	TREE HOUSE INC		MATERIALS AND SUPPLI	\$209.76
	03/27/14	03	•		NON CAPITALIZED EQUI	\$645.84
	03/27/14	03/06			MATERIALS AND SUPPLI	\$2,000.00
	03/27/14	03			PROF/CONSULT./OPER E	\$1,975.00
	03/27/14	06			MEDIATION SETTLEMENT	\$85,000.00
	03/27/14	03			REPAIRS BY VENDORS	\$451.50
	03/27/14	06			MATERIALS AND SUPPLI	\$64.80
242221	03/27/14	03	SIMPLEX -GRINNELL L	025	REPAIRS BY VENDORS	\$342.00
	03/28/14	06			MATERIALS AND SUPPLI	\$45.39
	03/28/14	03	GOPHER SPORT	014	MATERIALS AND SUPPLI	\$2,889.49
	03/28/14	03	SAN JOAQUIN COUNTY O	023	ADVERTISING	\$1,501.50
	03/28/14	03	NAPA AUTO PARTS		MATERIALS AND SUPPLI	\$300.00
	03/28/14	03	HOME DEPOT		MATERIALS AND SUPPLI	\$258.26
242227	03/28/14	03		014	MATERIALS AND SUPPLI	\$159.84
	03/28/14	06	MILAZZO, YVETTE	030	OTHER SERV.& OPER.EX	\$4,200.00
	03/28/14	03			MATERIALS AND SUPPLI	\$77.70
242230	03/28/14	06	HISSONG, JIM &/OR FO	030	OTHER SERV.& OPER.EX	\$1,940.00
	03/28/14	03	TREE HOUSE INC	013	MATERIALS AND SUPPLI	\$63.09
	03/28/14	03	CASBO	023	ADVERTISING	\$375.00
242233	03/28/14	03	AREY JONES EDUCATION	035	NON-CAPITALIZED TECH	\$5,926.59
242234	03/28/14	03	STAPLES ADVANTAGE	010	MATERIALS AND SUPPLI	\$2,000.00
	03/28/14	03	STAPLES ADVANTAGE	003	MATERIALS AND SUPPLI	\$374.79
	03/28/14	03	ONE STOP TONER AND I	010	OFFICE SUPPLIES	\$464.40
	03/28/14	06	SWEETWATER SOUND	013	MATERIALS AND SUPPLI	\$4,374.00
	03/28/14	06			MATERIALS AND SUPPLI	\$176.47
	03/28/14	03	ONE STOP TONER AND I	003	MATERIALS AND SUPPLI	\$30.92
	03/28/14	06	RIO GRANDE	013	MATERIALS AND SUPPLI	\$231.23
	03/28/14	06	INDUSTRIAL METAL SUP	013	MATERIALS AND SUPPLI	\$432.73
	03/28/14	03	AMAZON.COM		MATERIALS AND SUPPLI	
242243	03/28/14	13	AMAZON.COM	031	MATERIALS AND SUPPLI	\$53.48
	03/31/14	03	XEROX CORPORATION		RENTS & LEASES	\$5,605.75
					NEW CONSTRUCTION	\$500.00
242246	03/31/14	21-39	SAN DIEGO DAILY TRAN	036	NEW CONSTRUCTION	\$211.00
		21-39	GOLD COAST SURVEYING			\$4,250.00
	03/31/14	03			MATERIALS AND SUPPLI	
	03/31/14	06	MISSION FEDERAL CRED	013	MATERIALS AND SUPPLI	
	03/31/14	06	GO KART GALAXY	013	MATERIALS AND SUPPLI	\$41.22
	03/31/14		VIRCO MANUFACTURING	013	MATERIALS AND SUPPLI	\$782.85
	03/31/14		MISSION FEDERAL CRED	013	MATERIALS AND SUPPLI	\$43.85
242253	03/31/14	06	MISSION FEDERAL CRED	013	MATERIALS AND SUPPLI	\$225.15
242254	03/31/14	21-39	AZTEC TECHNOLOGY COR	036	IMPROVEMENT	\$439.56

#### SAN DIEGUITO UNION HIGH FROM 03/25/14 THRU 04/21/14

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
242255	03/31/14	21-39	AZTEC TECHNOLOGY COR	036	NEW CONSTRUCTION	\$6,903.36
242256	03/31/14	06	MISSION FEDERAL CRED	013	MATERIALS AND SUPPLI	\$141.95
242257	03/31/14	03	FARONICS	035	COMPUTER LICENSING	\$1,920.00
242258	03/31/14	06	AMAZON.COM	040	MATERIALS AND SUPPLI	\$39.23
242259	04/01/14	03	TREE HOUSE INC	014	MATERIALS AND SUPPLI	\$41.46
242260	04/01/14	03	AMAZON.COM	035	COMPUTER SUPPLIES	\$356.39
242261	04/01/14	03	TREE HOUSE INC	035	MATERIALS AND SUPPLI	\$353.62
	04/01/14	06	ESCONDIDO METAL SUPP	013	MATERIALS AND SUPPLI	\$170.38
	04/01/14	06	SHELLSPEN INTL INC		MATERIALS AND SUPPLI	\$212.84
	04/01/14	03	TREE HOUSE INC	013	MATERIALS AND SUPPLI	\$365.52
	04/01/14	06	LAW OFFICES OF SCHWA		MEDIATION SETTLEMENT	\$24,095.00
	04/01/14	06	WACHSMAN, WILLIAM &/		OTHER SERV.& OPER.EX	\$14,121.33
	04/01/14	13	ECONOMY RESTAURANT S		MATERIALS AND SUPPLI	\$372.12
	04/01/14	03	MISSION FEDERAL CRED		MATERIALS AND SUPPLI	\$66.90
	04/01/14	03	HOME DEPOT		MATERIALS AND SUPPLI	\$86.40
	04/01/14	03	FERGUSON ENTERPRISES			\$1,462.32
	04/01/14	03	TREE HOUSE INC		MATERIALS AND SUPPLI	\$234.10
	04/01/14	03	HOME DEPOT		MATERIALS AND SUPPLI	\$280.76
	04/01/14	06	STAPLES ADVANTAGE		MATERIALS AND SUPPLI	\$34.17
	04/01/14	03	AMAZON.COM		MATERIALS AND SUPPLI	\$96.25
	04/02/14	06	AMAZON.COM		MATERIALS AND SUPPLI	\$46.01
	04/02/14	06	AMAZON.COM UNION TRIBUNE		MATERIALS AND SUPPLI	\$12.89 \$120.00
			ROMANO, LAURA		ADVERTISING NEW CONSTRUCTION	\$200.00
			GEOCON INCORPORATED		NEW CONSTRUCTION	\$200.00
			AMAZON.COM		MATERIALS AND SUPPLI	\$29,500.00
	04/03/14				NEW CONSTRUCTION	\$21,777.40
	04/03/14				NEW CONSTRUCTION	\$7,760.00
	04/03/14	06	MISSION FEDERAL CRED		MATERIALS AND SUPPLI	\$58.32
	04/03/14	03	TREE HOUSE INC		MATERIALS AND SUPPLI	\$178.71
	04/04/14	03	XEROX CORPORATION		RENTS & LEASES	\$1,312.07
			AZTEC TECHNOLOGY COR		NEW CONSTRUCTION	\$2,421.36
	04/07/14	06	RIVERSIDE PUBLISHING			\$329.93
	04/07/14	03	AMAZON.COM		MATERIALS AND SUPPLI	\$67.85
	04/07/14	03	BLACKBOARD INC	024	FEES - ADMISSIONS, T	\$2,200.00
	04/07/14	06	ROYAL BUSINESS GROUP			\$18.82
	04/07/14	03			MATERIALS AND SUPPLI	\$185.68
242293	04/07/14	06	B&H PHOTO-VIDEO-PRO	009	MATERIALS AND SUPPLI	\$1,381.24
242294	04/07/14	06	MEDCO SUPPLY CO INC	030	MATERIALS AND SUPPLI	\$65.88
242295	04/07/14	03	HARLAND TECHNOLOGY S	010	REPAIRS BY VENDORS	\$579.00
242296	04/08/14	03	BERT'S OFFICE TRAILE	036	RENTS & LEASES	\$2,195.36
242297	04/08/14	03	OFFICE DEPOT		OFFICE SUPPLIES	\$99.36
242298	04/08/14	03	SAN DIEGUITO TROPHY	023	CLASSIF.EMPL.RECOGNI	\$16.20
242299	04/08/14	06	FURNITURE25.COM	035	NON-CAPITALIZED TECH	\$1,777.78
	04/08/14	06	C D W G.COM	035	NON-CAPITALIZED TECH	\$8,996.16
			CITY TREASURER	036	LAND IMPROVEMENTS	\$2,400.00
			COUNTY OF SAN DIEGO		LAND IMPROVEMENTS	\$426.00
	04/09/14	03	CULVER NEWLIN INC		NON CAPITALIZED EQUI	\$2,251.68
	04/09/14	03	BRAINPOP LLC		COMPUTER LICENSING	\$205.00
	04/09/14	06	MEDICAL DISPOSABLES		MATERIALS AND SUPPLI	\$1,121.04
	04/09/14	03	AMAZON.COM		MATERIALS AND SUPPLI	\$223.44
	04/09/14	03	PITSCO		MATERIALS AND SUPPLI	\$522.00
	04/09/14	06	PAR, INC.		MATERIALS AND SUPPLI	\$455.88
	04/09/14	06	PREMIER AGENDAS INC		MATERIALS AND SUPPLI	\$11,483.64
242310	04/09/14	06	PREMIER AGENDAS INC	040	MATERIALS AND SUPPLI	\$2,570.40

#### SAN DIEGUITO UNION HIGH FROM 03/25/14 THRU 04/21/14

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
242311	04/09/14	06	PREMIER AGENDAS INC	040	MATERIALS AND SUPPLI	\$3,456.00
	04/09/14	06	PREMIER AGENDAS INC		MATERIALS AND SUPPLI	\$2,764.80
	04/09/14	03	STAPLES ADVANTAGE		MATERIALS AND SUPPLI	\$243.00
242314	04/09/14	06	COMPREHENSIVE AUTISM	030	OTHER CONTR-N.P.A.	\$2,300.00
242315	04/09/14	03	MISSION FEDERAL CRED	004	MATERIALS AND SUPPLI	\$44.01
242316	04/09/14	06	SCRIPPS HEALTH	013	FEES - ADMISSIONS, T	\$1,417.00
242317	04/09/14	03	NATIONAL SCHOOL FORM	013	MATERIALS AND SUPPLI	\$184.22
242318	04/09/14	03	NEBRASKA SCIENTIFIC	013	MATERIALS AND SUPPLI	\$2,078.70
242319	04/09/14	03	NATL BALSA COMPANY	013	MATERIALS AND SUPPLI	\$949.40
242320	04/09/14	03	YANT, DAVE SIGNS	013	OTHER SERV.& OPER.EX	\$270.00
242321	04/09/14	03	WARD'S MEDIA TECH	013	NON CAPITALIZED EQUI	\$1,822.20
	04/09/14	06	ESCONDIDO METAL SUPP	013	MATERIALS AND SUPPLI	\$150.00
	04/09/14	03	AMAZON.COM	013	MATERIALS AND SUPPLI	\$431.89
	04/09/14	06	HOME DEPOT		MATERIALS AND SUPPLI	\$60.00
	04/09/14	03	STAPLES STORES		MATERIALS AND SUPPLI	\$18.66
	04/09/14	06	STAPLES ADVANTAGE		MATERIALS AND SUPPLI	\$188.09
	04/09/14	03			MATERIALS AND SUPPLI	\$134.46
	04/09/14	06			MATERIALS AND SUPPLI	\$67.03
	04/09/14	06	GO KART GALAXY		MATERIALS AND SUPPLI	\$231.41
	04/09/14	06	AMAZON.COM		MATERIALS AND SUPPLI	\$100.94
	04/09/14	06			MATERIALS AND SUPPLI	\$233.74
	04/10/14	03	STAPLES ADVANTAGE		PRINTING	\$30.24
	04/10/14	06	MISSION FEDERAL CRED			\$94.33
	04/10/14	06			MATERIALS AND SUPPLI	\$236.07
	04/10/14	03			NON-CAPITALIZED TECH	\$6,716.00
	04/10/14 04/10/14	03 03			NON-CAPITALIZED TECH NON-CAPITALIZED TECH	\$9,402.40 \$9,402.40
	04/10/14	03			NON-CAPITALIZED TECH	\$5,372.80
	04/10/14	03	AREY JONES EDUCATION			\$5,372.80
	04/10/14	03			NON-CAPITALIZED TECH	\$6,716.00
			GEOCON INCORPORATED		LAND IMPROVEMENTS	\$2,500.00
	04/10/14				NEW CONSTRUCTION	\$56,000.00
	04/14/14	06	HERITAGE SCHOOLS		SUB/ROOM & BOARD	\$94,020.00
	04/14/14	06	HERITAGE SCHOOLS		SUB/ROOM & BOARD	\$135,480.00
	04/14/14	06	HERITAGE SCHOOLS		SUB/ROOM & BOARD	\$138,980.00
	04/14/14	06	AUTO GLASS BY ROBERT		·	\$300.00
242349	04/14/14	03	AREY JONES EDUCATION	035	NON-CAPITALIZED TECH	\$21,491.20
242350	04/14/14	06	CAREER KIDS, LLC	030	MATERIALS AND SUPPLI	\$146.19
242351	04/14/14	06	VALENCIA'S	028	REPAIRS-VEHICLES	\$185.00
242352	04/14/14	06	ATTAINMENT COMPANY	030	MATERIALS AND SUPPLI	\$83.84
242353	04/14/14	06	GOODHEART-WILLCOX	030	MATERIALS AND SUPPLI	\$90.19
242354	04/15/14	21-39	SAN DIEGO DAILY TRAN	036	IMPROVEMENT	\$508.20
242355	04/15/14	21-39	B J'S RENTALS	036	NEW CONSTRUCTION	\$493.53
242356	04/15/14	03	ASSOCIATION OF CA SC	023	ADVERTISING	\$650.00
242357	04/15/14	06	C D W G.COM	035	NON-CAPITALIZED TECH	\$2,321.91
242358	04/15/14	06	C D W G.COM	035	NON-CAPITALIZED TECH	\$4,643.82
	04/15/14	06	C D W G.COM	035	NON-CAPITALIZED TECH	\$4,643.82
	04/15/14	06	C D W G.COM		NON-CAPITALIZED TECH	\$4,643.82
	04/15/14	03	TREE HOUSE INC		MATERIALS AND SUPPLI	\$63.09
	04/15/14	03	TREE HOUSE INC		MATERIALS AND SUPPLI	\$178.71
	04/15/14	03	TREE HOUSE INC		MATERIALS AND SUPPLI	\$78.67
	04/16/14	11	AUGUSOFT, INC.		PROF/CONSULT./OPER E	\$7,000.00
	04/17/14	03	SCOTT ELECTRIC		MATERIALS AND SUPPLI	\$48.12
	04/17/14	03			NON CAPITALIZED EQUI	\$1,229.48
242367	04/17/14	03	WESTERN ENVIRONMENTA	025	PROF/CONSULT./OPER E	\$2,340.00

ITEM 15F<sub>4</sub>

#### SAN DIEGUITO UNION HIGH FROM 03/25/14 THRU 04/21/14

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
242368	04/17/14	06	OCEANSIDE UNIFIED SC	030	OTH TUIT-X COST/DEFI	\$10,324.67
	04/17/14	06	STAPLES ADVANTAGE	030	MATERIALS AND SUPPLI	\$224.89
242370	04/17/14	03	TREE HOUSE INC	013	MATERIALS AND SUPPLI	\$78.67
242371	04/17/14	03	TREE HOUSE INC	013	MATERIALS AND SUPPLI	\$270.84
242372	04/17/14	03	DATEL SYSTEMS INC	014	MATERIALS AND SUPPLI	\$115.56
242373	04/17/14	03	STAPLES ADVANTAGE	022	OFFICE SUPPLIES	\$32.40
242374	04/17/14	21-39	CJ'S INTERIORS, INC.	036	IMPROVEMENT	\$32,501.24
242375	04/17/14	21-39	ERICKSON-HALL CONSTR	036	IMPROVEMENT	\$363,948.00
242376	04/17/14	21-39	MVE INSTITUTIONAL, I	036	LAND IMPROVEMENTS	\$121,415.00
242377	04/17/14	21-39	FRONTIER FENCE COMPA	036	NEW CONSTRUCTION	\$721.00
242378	04/17/14	21-39	ABBEY PARTY RENTS	036	NEW CONSTRUCTION	\$3,700.77
242379	04/17/14	06	ONE STOP TONER AND I	035	MATERIALS AND SUPPLI	\$324.00
242380	04/18/14	03	STAPLES ADVANTAGE	003	DUPLICATING SUPPLIES	\$413.86
242381	04/18/14	06	AMAZON.COM	030	MATERIALS AND SUPPLI	\$149.69
242382	04/18/14	03	CLAY-KING.COM	014	MATERIALS AND SUPPLI	\$247.26
242383	04/18/14	06	ONE STOP TONER AND I	030	MATERIALS AND SUPPLI	\$312.12
242384	04/18/14	21-39	SWRCB	036	LAND IMPROVEMENTS	\$1,122.00
242385	04/18/14	21-39	FREDRICKS ELECTRIC I	036	IMPROVEMENT	\$70,585.00
242386	04/18/14	06	PROED CO	030	MATERIALS AND SUPPLI	\$64.85
242388	04/21/14	03	SCHOOL OUTFITTERS	036	MATERIALS AND SUPPLI	\$101.93
242389	04/21/14	06	SEHI-PROCOMP COMPUTE	035	NON-CAPITALIZED TECH	\$547.67
242390	04/21/14	03	PROCURETECH	035	COMPUTER SUPPLIES	\$729.00
242391	04/21/14	03	C D W G.COM	035	NON-CAPITALIZED TECH	\$2,321.91
242392	04/21/14	03	C D W G.COM	035	NON-CAPITALIZED TECH	\$11,807.46
242393	04/21/14	03	AREY JONES EDUCATION	035	NON-CAPITALIZED TECH	\$16,118.40
242394	04/21/14	03	AREY JONES EDUCATION	035	NON-CAPITALIZED TECH	\$2,686.40
242395	04/21/14	67-30	COUNTY OF SAN DIEGO	022	OTHER SERV.& OPER.EX	\$80,000.00
242396	04/21/14	06	RAFNER, DOUG & SANDY	030	MEDIATION SETTLEMENT	\$14,000.00
242397	04/21/14	03/06	AREY JONES EDUCATION	035	NON-CAPITALIZED TECH	\$36,761.07
242398	04/21/14	03	AREY JONES EDUCATION	035	NON-CAPITALIZED TECH	\$2,250.68
740015	04/15/14	03	LAPTOPS PLUS - USA	035	REPAIRS BY VENDORS	\$346.00
840098	03/28/14	03	SCHOOL SERVICES OF C	022	CONFERENCE, WORKSHOP,	\$99.00
840099	03/27/14	03	CASBO	022	CONFERENCE, WORKSHOP,	\$295.00
840100	03/27/14	06	SAN DIEGO COUNTY OFF	022	CONFERENCE, WORKSHOP,	\$60.00
840101	03/27/14	06	SAN DIEGO COUNTY OFF	022	CONFERENCE, WORKSHOP,	\$30.00
840102	03/31/14	06	SAN DIEGO COUNTY OFF	022	CONFERENCE, WORKSHOP,	\$25.00
	04/21/14	03	SAN DIEGO CO SCHOOL	022	FEES - ADMISSIONS, T	\$300.00
840104	04/21/14	03	CROSS COUNTRY SEMINA	022	CONFERENCE, WORKSHOP,	\$189.00

REPORT TOTAL \$1,635,216.40

# Individual Membership Listings For the Period of March 25, 2014 through April 21, 2014

Staff Member

Organization Name

<u>Amount</u>

<u>Name</u>

None to report

ITEM 15G

## San Dieguito Union High School District

## **INFORMATION REGARDING BOARD AGENDA ITEM**

TO: BOARD OF TRUSTEES

**DATE OF REPORT:** April 21, 2014

**BOARD MEETING DATE:** May 1, 2014

PREPARED BY: John Addleman, Director of Planning Services

Eric Dill, Assoc. Superintendent, Business

SUBMITTED BY: Rick Schmitt, Superintendent

SUBJECT: APPROVAL/RATIFICATION OF AGREEMENTS /

**PROPOSITION AA** 

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### EXECUTIVE SUMMARY

The attached Proposition AA – Agreements report summarizes three agreements.

Two agreements pertain to Williams Scotsman, Inc. for interim housing at Earl Warren Middle School (EWMS), to temporarily house nutrition services (40' x 24' building), and a multi-purpose room to temporarily house the functions of Warren Hall (40' x 48' building), in order to facilitate the demolition of the existing nutrition services and Warren Hall building and the construction of the EWMS server room this summer.

One agreement pertains to NTD Architecture, Inc. to assist in the closeout of selected Division of State Architect projects at Oak Crest Middle School, Sunset High School, and Canyon Crest Academy.

#### **RECOMMENDATION:**

It is recommended that the Board approve and/or ratify the professional services contracts and authorize Christina M. Bennett, Eric R. Dill, or Rick Schmitt to execute the agreements, as noted in the attached supplement.

#### **FUNDING SOURCE:**

Building Fund-Prop 39 Fund 21-39, Capital Facilities Fund 25-19

ITEM 15G

### SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

# PROPOSITION AA – AGREEMENTS FACILITIES PLANNING & CONSTRUCTION

**Board Meeting Date: 05-01-14** 

Contract Effective Dates	Consultant/ Vendor	Description of Services	<u>School/</u> <u>Department</u> Budget	Fee Not to Exceed
May 2, 2014 through June 30, 2016	Williams Scotsman, Inc.	to provide and teardown temporary 40X24 Classroom for 24 months at Earl Warren Middle School to temporarily house Nutrition Services.	Fund–Prop 39 Fund 21-39	\$13,480.00
May 2, 2014 through June 30, 2016	Williams Scotsman, Inc.	to provide and teardown temporary 40X48 Classroom for 24 months at Earl Warren Middle School to temporarily house Warren Hall	Fund-Prop 39 Fund 21-39	\$53,298.00
May 2, 2014 through November 1, 2014	NTD Architecture	To provide District wide DSA closeout advice and execution on selected projects.	Capital Facilities Fund 25-19	Time and Materials Not to Exceed \$10,000.00, plus reimbursable expenses

ITEM 15H

# San Dieguito Union High School District INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

**DATE OF REPORT:** April 21, 2014

**BOARD MEETING DATE:** May 1, 2014

PREPARED BY: John Addleman, Director of Planning Services

Eric Dill, Assoc. Superintendent, Business

SUBMITTED BY: Rick Schmitt, Superintendent

SUBJECT: APPROVAL/RATIFICATION OF AMENDMENT TO

PROFESSIONAL SERVICES CONTRACTS /

**PROPOSITION AA** 

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#### **EXECUTIVE SUMMARY**

The attached Professional Services Report/Proposition AA summarizes seven amendments to existing contracts.

Two amendments pertain to MVE Institutional, Inc. One amendment is to provide additional electrical engineering services to provide lighting at the tennis court replacement project at San Dieguito High School Academy as part of the architectural and electrical engineering services contract CA2014-20, increasing the amount by \$4,600.00, for a new total of \$19,600.00. The second amendment deletes the multi-purpose building at the La Costa Valley site from the scope of work, decreasing the amount of the contract A2013-167 by \$151,335.00 for a new total of \$457,130.00. The multi-purpose building will be contracted separately under the second Prop AA bond draw.

One amendment pertains to Consulting & Inspection Services, LLC., to increase the amount of their 2013/14 annual amount by \$100,000.00 for a new total of \$250,000.00 to provide services at San Dieguito High School Academy Phase 2 Stadium, Middle School #5, and Canyon Crest Academy Phase 2 Stadium.

Two amendments pertain to testing and special inspection firms: Ninyo and Moore, and Southern California Soils and Testing, Inc., increasing their annual amounts by \$200,000.00 for new totals of \$350,000.00, to accommodate the increased volume of work in 2014/2015, including Middle School #5, Canyon Crest Academy Phase 2 Stadium, Torrey Pines High School Phase 1, Earl Warren Middle School Server Room, Oak Crest Middle School Phase 2,

ITEM 15H

Diegueno Middle School Phase 2, La Costa Canyon High School Media Center, and the La Costa Valley site.

One amendment pertains to finalizing the Phase 1 guaranteed maximum price (GMP) of the Phase 2 stadium project at Canyon Crest Academy. Byrom-Davey, Inc. solicited contractors for four bid packages: Demolition/Grading (including top soil import), Underground, Landscaping (including DG Running Track, Irrigation, and general Landscaping), and Survey. 24 contractors were solicited, and six responded across the four bid packages.

Byrom-Davey, Inc. submitted the only bid for both the Underground and Demo/Grading packages and will self-perform the work. For Landscaping, three bids were received. The DG running rack will be self-performed by Byrom-Davey, Inc., and Brickman will perform the balance of the irrigation and landscaping portions of the package. Of the three bids received for Survey, Snipes-Dye Associates was selected to perform the survey package. The total bid was \$2,724,430.00. As part of the GMP, a contingency of \$134,857.00 will be established. Any remaining contingency funds at the end of the project will be returned to the District. As noted previously, Byrom-Davey, Inc. will not charge a separate management fee; therefore the final Phase 1 GMP will be \$2,859,287.00, a reduction of \$298,685.00 to the preliminary GMP of \$3,157,972.00.

The final amendment pertains to a name change. One of the three previously selected CEQA consultants has changed their corporate name from The Planning Center, Inc. to PlaceWorks, Inc.

#### **RECOMMENDATION:**

It is recommended that the Board approve and/or ratify the professional services contracts, and authorize Christina M. Bennett, Eric R. Dill, or Rick Schmitt to execute the agreements, as noted in the attached supplement.

#### **FUNDING SOURCE:**

Building Fund-Prop 39 Fund 21-39

ITEM 15H

#### SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

# PROPOSITION AA – AMENDMENT TO AGREEMENTS FACILITIES PLANNING & CONSTRUCTION

**Board Meeting Date: 05-01-14** 

Contract Effective Dates	Consultant/ Vendor	Description of Services	School/ Department Budget	Fee Not to Exceed
May 2, 2014	MVE Institutional, Inc.	Amend contract CA2014-20 to provide additional architectural and electrical engineering services for tennis court lighting for San Dieguito High School Academy-Interim Housing and Tennis Courts.	Building Fund- Prop 39 Fund 21-39	\$4,600.00
May 2, 2014	MVE Institutional, Inc.	Amend contract A2013-167 deleting the multi-purpose room at the La Costa Valley site.	Building Fund- Prop 39 Fund 21-39	(\$151,335.00)
May 2, 2014 through June 7, 2014	Consulting & Inspection Services, LLC.	Amend B2013-11 to provide additional Inspector of Record Services district wide.	Building Fund- Prop 39 Fund 21-39	\$100,000.00
May 17, 2014 through May 17, 2015	Ninyo and Moore	Amend contract B2013-08 to provide additional material testing and special inspection services during the period.	Building Fund- Prop 39 Fund 21-39	\$200,000.00
May 17, 2014 through May 17, 2015	Southern California Soils & Testing, Inc.	Amend contract B2013-08 to provide additional material testing and special inspection services during the period.	Building Fund- Prop 39 Fund 21-39	\$200,000.00
May 2, 2014 until completion	Byrom-Davey, Inc.	Amend Phase 1 Preliminary GMP to Lease Lease-Back Agreement at Canyon Crest Academy Phase 2 to Final GMP.	Building Fund- Prop 39 Fund 21-39	(\$298,685.00)
May 2, 2014	PlaceWorks, Inc.	Amend contract CB2014-01 to change name from The Planning Center, Inc. to PlaceWorks, Inc.	N/A	N/A

**ITEM 15I** 

# San Dieguito Union High School District INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

**DATE OF REPORT:** April 23, 2014

**BOARD MEETING DATE:** May 1, 2014

PREPARED BY: John Addleman, Director of Planning Services

Eric Dill, Assoc. Superintendent, Business

SUBMITTED BY: Rick Schmitt

Superintendent

SUBJECT: AWARD OF CONTRACTS

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#### **EXECUTIVE SUMMARY**

Bids for construction of the La Costa Canyon Information Commons Renovation CB2014-20 were opened on April 15, 2014. The District will act as Construction Manager for this project.

The Information Commons Renovation Project includes the renovation of the Media Center, including roofing, and of the 800 Buildings for Administration, the staff workroom, and for ASB.

The project was bid with two bid packages; General Construction and Roofing.

The bids for General Construction are under review by District Staff to determine the lowest responsive and responsible bidder, and will be brought forward for action at the May 15, 2014 meeting.

The Roofing bid has been reviewed and Roof Construction, Inc. has been found to be responsive and responsible.

A bid re-cap is provided on the attached sheet.

#### **RECOMMENDATION:**

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

1. Roof Construction, Inc., Bid Package #2 La Costa Canyon Information Commons Renovation CB2014-20, during the period May 26, 2014 through August 15, 2014, in the amount of \$360,569.00, to be expended from Building Fund-Prop 39 Fund 21-39.

## **FUNDING SOURCE:**

Building Fund-Prop 39 Fund 21-39

ITEM 15I

### **ITEM 15I**

	La Costa Canyon					
	Information Commons Renovation	n CB2014-20				
	Bid Date 4/15/14					
Bid Package	· ·					
	Bid package #1 General					
	Hamel Contracting	\$	1,708,000.00			
	AMG Associates	\$	2,311,000.00			
1	Pacific Winds	\$	1,650,000.00			
1	Murray Builders	\$	1,657,000.00			
	PCN3 Inc.	\$	2,317,000.00			
	Bid package #2 Roofing					
2	Roof Construction Inc.	\$	360,569.00			

ITEM 15J

# San Dieguito Union High School District INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

**DATE OF REPORT:** April 21, 2014

**BOARD MEETING DATE:** May 1, 2014

PREPARED BY: John Addleman, Director of Planning Services

Eric Dill, Assoc. Superintendent, Business

SUBMITTED BY: Rick Schmitt, Superintendent

SUBJECT: APPROVAL OF CHANGE ORDERS

.....

#### **EXECUTIVE SUMMARY**

The Canyon Crest Academy Rough Grading project is now complete. Byrom-Davey, Inc. has one change order extending the contract 61 days for administrative purposes to coincide with the Board's acceptance date, and decreasing the contract by \$3,735.00 for unused allowance.

The San Dieguito High School Academy Phase 1 Field Replacement project was completed March 20, 2014. For administrative purposes, the completion date needs to be extended on the FieldTurf USA, Inc. contract to coincide with the Board's acceptance date

#### **RECOMMENDATION:**

It is recommended that the Board approve change orders to the following projects, and authorize Christina M. Bennett or Eric R. Dill to execute the change orders:

- 1. Canyon Crest Academy Rough Grading Project Contract CB2014-05, contract entered into with Byrom-Davey, Inc. decreasing the contract amount by \$3,735.00 for a new total of \$947,265.00, and extending the contract 61 calendar days.
- 2. San Dieguito High School Academy provide and install field turf Contract CA2013-13, contract entered into with FieldTurf USA, Inc., extending the contract 182 calendar days.

#### **FUNDING SOURCE:**

N/A

ITEM 15J



## **CONTRACT CHANGE ORDER**

CO	#1						
J	4/2/2014		CONSULTANT	1	FIELD		
J	ARCHITECT	1	CONTRACTOR		OTHER	3000	
Cany 5951	ect Name and Address on Crest Academy Rou Village Center Loop Ro Diego, CA 92130	gh Grade F	<sup>o</sup> roject	Chang	e Order Issue Date	e: 10-Apr-14	
San 710 l	er Name and Address: Dieguito Union High Sch Encinitas Blvd. nitas, CA 92024		ı	Lional	ris Project No.	12308.0	2
TO	ONTRACTOR:			FROM	-		
	m-Davey Inc. 0 Evening Creek Drive S	Couth Cuit	o 102	Lional		uito 404	
	Diego, CA 92128	South, Suit	e 103		MacArthur Blvd., Si ort Beach, CA 926		
Cont	tract dated: 10/17/20	013			•		
The	Contract is changed as	s follows:					
1.1-0	Credit Allowance					\$	(3,735.00)
Tota	l of Change Order#	= \$ (3	,735.00)				
				The orig	inal Contract Amo	unt was \$	951,000.00
			Net change by p	previously	authorized Change	Orders \$	-
			The Contract An	nount prio	to this Change Or	der was \$	951,000.00
	The Conf	tract Amo	unt will be increased b	y this Cha	nge Order in the an	nount of \$	(3,735.00)
		The	e new Contract Amoun	it including	this Change Orde	r will be \$	947,265.00
	Contract Time will be date of Contract Comp		eased in the amoun of the date of this Cha			14.	
Arch	nitect		Contractor		Own	ner	
Lion			Byrom-Davey	Inc.		Dieguito Union High So	chool District
	a Knauss ) MacArthur Blvd., Suite	101	Paul Pankow 1322 <del>0 Evepin</del>	a Crook Dr	Eric South 710	Dill Encinitas Blvd	
	port Beach, CA 92600	101	San Diego, C	1		initas, CA 92024	
Ву:	Ulmy		By: Weed	1 Chy	Ву:		
Date	04.10.4	A	Date: 4-10	-14	Date:		

ITEM 15K

# San Dieguito Union High School District

## **INFORMATION REGARDING BOARD AGENDA ITEM**

TO: BOARD OF TRUSTEES

**DATE OF REPORT:** April 21, 2014

**BOARD MEETING DATE:** May 1, 2014

PREPARED BY: John Addleman, Director of Planning Services

Eric Dill, Assoc. Superintendent, Business

SUBMITTED BY: Rick Schmitt, Superintendent

SUBJECT: ACCEPTANCE OF CONSTRUCTION PROJECTS

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#### **EXECUTIVE SUMMARY**

Both the Canyon Crest Academy Rough Grading and San Dieguito High School Academy Phase 1 Field Replacement projects are now complete.

Both projects were completed on time and within budget. It is recommended that the Board of Trustees accept the construction projects as complete.

#### **RECOMMENDATION:**

It is recommended that the Board accept the following construction projects as complete, and authorize the administration to file a Notice of Completion with the County Recorders' Office and notice the Labor Commissioner:

- 1. Canyon Crest Academy Rough Grading Project Contract CB2014-05, contract entered into with Byrom-Davey, Inc..
- 2. San Dieguito High School Academy provide and install field turf contract CA2013-13, contract entered into with FieldTurf USA, Inc.

#### **FUNDING SOURCE:**

N/A

**ITEM 16** 

# San Dieguito Union High School District INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

**DATE OF REPORT:** April 22, 2014

**BOARD MEETING DATE:** May 1, 2014

**PREPARED BY:** Debbie Rowe, Executive Assistant/HR

Torrie Norton, Associate Superintendent,

**Human Resources** 

SUBMITTED BY: Rick Schmitt

Superintendent

SUBJECT: RESOLUTION DECLARING MAY 5 - 9,

2014, "TEACHER APPRECIATION WEEK", AND MAY 6, 2014, "DAY OF

THE TEACHER"

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#### **EXECUTIVE SUMMARY**

On behalf of the more than 570 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 5-9, 2014, "Teacher Appreciation Week", and May 6, 2014, "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

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Attachment



**ITEM 17** 

## San Dieguito Union High School District

### INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

**DATE OF REPORT:** April 22, 2014

**BOARD MEETING DATE:** May 1, 2014

PREPARED BY: Frederick Labib-Wood

Director, Classified Personnel

SUBMITTED BY: Rick Schmitt

Superintendent

SUBJECT: Resolution Declaring May 18-24, 2014

as 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 18-24, 2014 as Classified School Employee Week. A resolution is attached for your adoption.

#### **RECOMMENDATION:**

It is recommended that the Board adopt the resolution declaring May 18-14, 2014, as "Classified School Employee Week", as shown in the attached supplement.

Attachment



### SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

# RESOLUTION DESIGNATING MAY 18 – 24, 2014 AS CLASSIFIED SCHOOL EMPLOYEE WEEK

- WHEREAS, classified employees serve the people of the community through their work in the San Dieguito Union High School District; and
- WHEREAS, classified employees continually assist the San Dieguito Union High School District in its commitment to provide quality educational programs and services to the children, youth and adults in the District; and
- WHEREAS, classified employees, individually and collectively, set an exemplary standard of performance and commitment; and
- WHEREAS, classified employees provide knowledge, skills, and expertise that are relied upon by staff throughout the organization:
- Now, Therefore, Be It Resolved that the San Dieguito Union High School District Board of Trustees expresses its gratitude and commends all classified employees for their service to the San Dieguito Union High School District and joins the California State Legislature in designating the week of May 18 24, 2014 as "Classified School Employee Week."

PASSED AND ADOPTED this 1<sup>rst</sup> day of May 2014 at the regular meeting of the Board of Trustees of the San Dieguito Union High School District.

Joyce Dalessa	andro, President
Amy Herman, Vice President	Beth Hergesheimer, Clerk
Barbara Groth, Trustee	John Salazar, Trustee

# San Dieguito Union High School District

## **INFORMATION REGARDING BOARD AGENDA ITEM**

TO: BOARD OF TRUSTEES

**DATE OF REPORT:** April 23, 2014

**BOARD MEETING DATE:** May 1, 2014

PREPARED BY: Eric Dill, Assoc. Supt. of Business

SUBMITTED BY: Rick Schmitt, Superintendent

SUBJECT: ACCEPTANCE OF PROPOSITION

AA INDEPENDENT CITIZENS'
OVERSIGHT COMMITTEE 2013

**ANNUAL REPORT** 

-----

#### **EXECUTIVE SUMMARY**

Following the passage of Proposition AA in November, 2012, the Board of Trustees appointed nine members to an Independent Citizens' Oversight Committee (ICOC). The ICOC held its first meeting on April 16, 2013 and has met quarterly over the last year. The committee reviews project budgets, timelines, change orders and management processes. The ICOC toured project sites and holds its meetings at school sites so it can observe classroom conditions or work in progress. The committee received the 2012-13 Prop AA Independent Audit Report at the same time as the Board of Trustees and the auditor attended the April, 2014 ICOC meeting to answer questions.

The ICOC is required to complete an annual report on its activities which will be posted on the District website. The report, which covers the 2013 calendar year, was drafted by a sub-committee and then considered by the broader committee at two special meetings. The ICOC approved the final report at a special meeting on April 22.2014. This report is now presented to the Board of Trustees for consideration and acceptance.

#### **RECOMMENDATION:**

It is recommended that the Board accept the Proposition AA Independent Citizens' Oversight Committee 2013 Annual Report, as shown in the attached supplement.

#### **FUNDING SOURCE:**

Not applicable.

**ITEM 18** 

# San Dieguito

**Union High School District** 

# Proposition AA Independent Citizens' Oversight Committee 2013 Annual Report

May 1, 2014

San Dieguito Union High School District

710 Encinitas Blvd. Encinitas, California 92024

(760) 753-6491

http://www.sduhsd.net/

**ITEM 18** 





Dear Community Members,

The Independent Citizens' Oversight Committee of the San Dieguito Union High School District is pleased to present our first annual report. The 2013 Annual report covers activity for the period ending December 31, 2013.

Thanks to the vision of the community and the District's governing board, our schools have started an important transformation. This year's work included planning and design, reimagining existing learning spaces, and completing a number of projects that demonstrated the District's first of many steps to repair and upgrade facilities.

The Committee wishes to thank the District staff and project management team for their support, their detailed updates, and transparency of information, not only to the Committee, but to the public.

We welcome your questions and comments. You will find Committee members' e-mail addresses within this report.

For more information about Proposition AA and the ICOC, please visit: <a href="https://www.sduhsd.net/PropAA">www.sduhsd.net/PropAA</a> www.sduhsd.net/ICOC

Sincerely,
Rhea A. Stewart
President,
San Dieguito Union High School District Independent Citizens' Oversight Committee





Proposition AA Independent Citizens' Oversight Committee 2013 Annual Report

#### **INTRODUCTION**

Proposition AA is a \$449 million bond initiative approved by over 55% of school District voters in November 2012. The purpose of Proposition AA is to "provide safe, modern schools and prepare students for success in college and careers by repairing and upgrading outdated classrooms and schools, construction and upgrading school facilities, including classrooms, science labs, and libraries, improving safety and security, and supporting career training and math, science, and technology instruction with 21st Century instructional technology and facilities."

Proposition AA was passed under the rules of Proposition 39 (passed in November 2000), which requires the Board of Trustees appoint an Independent Citizens' Oversight Committee (ICOC) to monitor bond expenditures. The ICOC is responsible for providing oversight of the District's use of Proposition AA bond proceeds and reporting to the Board and public on their findings. Specifically, the ICOC will ensure that all funds are used in support of the projects approved by the bond measure and not for unspecified projects, general operating expenses, or teacher salaries. The ICOC will also inspect facilities and grounds, review cost-saving measures, and review the annual independent audits that are required of general obligation bond funds.

For additional information about the ICOC and Proposition AA projects, visit the ICOC page at <a href="www.sduhsd.net/ICOC">www.sduhsd.net/ICOC</a> and the Proposition AA page at <a href="www.sduhsd.net/PropAA">www.sduhsd.net/PropAA</a>. These sites contain the projects mentioned in this annual report, including the Performance Audit, Project Status, Master Plans, and ICOC actions.

#### <u>INDEPENDENT CITIZENS' OVERSIGHT COMMITTEE (ICOC)</u>

Members of the Independent Citizens' Oversight Committee (ICOC) were appointed by the District's Board of Trustees in February, 2013. All current members' terms end in 2015. Committee officers were elected at the first meeting on April 16, 2013.

Name	Affiliation	Email Address
Rhea Stewart, President	At-Large Member	rhea.stewart@sduhsd.net
Michael Kenny, Representative	Business Organization Member	michael.kenny@sduhsd.net
Lorraine Kent, Secretary	Taxpayer Association Member	lorraine.kent@sduhsd.net
Larry Lugo	Parent of SDUHSD Student Member	larry.lugo@sduhsd.net
Clarke Caines	Parent and Active in Parent- Teacher Organization Member	<u>clarke.caines@sduhsd.net</u>
Mary Farrell	Senior Citizen Organization Member	mary.farrell@sduhsd.net
Kim Bess	At-Large Member	kim.bess@sduhsd.net
Scott Seidenverg	At-Large Member	scott.seidenverg@sduhsd.net
Jeffery Thomas	At-Large Member	jeffery.thomas@sduhsd.net

#### ICOC members follow these guidelines:

- Compare the ballot language with actual expenditures and projects of the District. "Do what they promised to do."
- Maintain trust but verify District bond expenditures.
- Make sure that the District's information is transparent and open to the public.
- Review major initiatives and projects.
- Understand the District's priority setting process for Proposition AA projects and hold the District accountable to their obligations.

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#### **LEGAL ROLE OF THE ICOC**

The ICOC provides only after-the-fact review and monitoring of how the District spends bond dollars. The ICOC does not have the authority to approve or determine how the bonds funds are spent, rate of taxes collected, bond financing or any role in selection, or participate in any negotiations or bid process for contractors or consultants.

The ICOC is required by law to issue regular annual audit reports of its activities and findings and alert the public to any waste or improper expenditure of school bond money. Upon any allegations of waste or misuse the legislature requires investigation by the appropriate law enforcement officials.

Listed below are the key tools used for actively reviewing and reporting on the proper expenditures of taxpayer's money for Prop AA.

#### **AUDIT OF PROPOSITION AA BOND**

Per the Audit Report for the year ending June 30, 2013, there were no findings to report for the Proposition AA Building Fund. See the complete audit report at <a href="https://www.sduhsd.net/ICOC">www.sduhsd.net/ICOC</a>.

#### **FINANCIAL AUDIT**

Senate Bill 423 requires that audits for the preceding year be submitted to the oversight committee by March 31 for its review. Oversight committees are not typically given an opportunity to interact directly with the firm conducting the required audit. For the 2013 audit report, the District invited ICOC committee members to receive preliminary results at the same time the District received them, thus building trust and transparency.

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#### **PERFORMANCE AUDIT**

California Education code requires that performance audits must conform to Generally Accepted Government Audit Standards (GAGAS).

- Items included:
  - Current bond program management/program plan
  - Design construction timelines/benchmarks
  - Review of project budgets
  - Uses of best practices in design and construction
  - · Payment procedures and processing
  - Program management/construction management fees
  - Change orders procedures
  - Construction delivery methods
  - Best Practice procurement
  - Evaluation of public outreach
  - Transparency

#### **TAX RATE**

The following information was originally posted to the District Web site on October 24, 2013 at:

http://www.sduhsd.net/documents/Press%20Releases/10-24-13-%20PRESS%20RELEASE-%20PROP%20AA%20TAX%20RATE.pdf

The San Dieguito Union High School District learned that an error was made in the calculation of the tax rate assessed related to Proposition AA. Specifically, revenue that was generated by issuing the bonds at a premium was not considered in the available funds for the first principal payment. The District was not aware of this unfortunate situation until after annual tax statements were mailed to residents.

District staff worked with the Treasurer-Tax Collector's Office and other departments in the County of San Diego to implement an appropriate solution as soon as possible. Notices were sent from the Treasurer-Tax Collector to affected property owners.

The District recognized the seriousness of this problem and apologized for this confusion. Superintendent Rick Schmitt said, "Prop AA was built around a promise to our community that it would cost no more than \$25 per \$100,000 of assessed value - we fully intend to honor our commitments. The District will insist that refunds are quickly and easily processed to do what is right for our taxpayers." The County mailed letters to every affected property owner and new statements were sent before the first payment was due. Anyone who paid the incorrect amount was refunded the difference.

#### **ICOC ACTIVITES IN 2013**

The ICOC held its first meeting on **April 16, 2013** and established its general "housekeeping" rules. The Committee elected Rhea Stewart as President of the Committee, Michael Kenny as Representative of the ICOC to the Board of Trustees, and Lorraine Kent as Secretary. The Committee met with Dan McAllister, San Diego County Treasurer, and gained a better understanding of the Treasurer's office roles and responsibilities, as well as insight on pending legislation related to school financing. The Committee also reviewed State and District laws and policies with Eric Dill, San Dieguito Union High School District Associate Superintendent.

At the **July 9, 2013** meeting, the ICOC met with Rick Schmitt, the new Superintendent, and received a detailed update from the District project management team. To gain an improved perspective of the work in progress, the ICOC and District staff agreed that a tour of the projects already in progress be arranged.

On **September 26, 2013**, the ICOC joined the Board of Trustees and District management staff on the "Prop AA Summer Projects Tour," visiting San Dieguito High School Academy, Canyon Crest Academy, site for Middle School #5, Torrey Pines High School, and La Costa Canyon High School. This tour allowed the Committee members to physically tour the site, see the progress, and meet with site personnel.

The ICOC met on **October 1, 2013**, and reviewed feedback from the Summer Project Tour and agreed that to ensure effective oversight of the projects, that future meetings should be held at the schools being impacted by projects, rather than meeting at District Offices. The Committee received public comment on the projects and its role providing public oversight, as well as a detailed updates from District project management. The Committee selected a team of members to begin the preparation of this annual report.

The Committee reviews plans, timelines, budgets, change orders, and management processes as a standing practice at each meeting.

#### **COMPLETED PROJECTS 2013**

Project	Budget	Actual Cost
CCA Field Improvements Phase 1A	\$ 3,931,010.00	\$ 3,336,835.33
DNO HVAC Improvements	\$ 2,226,089.44	\$ 2,056,485.22
LCC HVAC Improvements	\$ 4,013,675.55	\$ 2,561,599.91
OCMS HVAC Improvements/Field Replacement	\$ 2,410,500.02	\$ 1,700,311.98
SDA Stadium Improvements Phase 1A	\$ 5,292,533.42	\$ 4,074,684.61
TPHS HVAC Improvements (E Bldg.)	\$ 910,170.36	\$ 910,170.36
Subtotal Expense Budget	\$ 18,783,978.78	\$ 14,640,087.41
Potential Savings		\$ 4,143,891.37

### **PLANNED PROJECTS AS OF JANUARY 9, 2014**

	Est. Start	Preliminary
Project	Date	Estimates
CCA Phase II Stadium Improvements	04/14	\$ 16,131,723.00
CVMS Media Center	06/14	\$ 457,392.00
DNO Media Center	06/14	\$ 4,625,678.00
EWMS Server Room/Warrant Hall	06/14	\$ 5,929,291.00
LCC Media Center, Tech Improvements, HVAC, F&E	07/14	\$ 7,858,768.67
LCV Fields	03/14	\$ 11,532,803.59
MS#5 Construction	05/14	\$ 52,529,244.00
OCMS Art/Smart Labs, Student Pathway, Prep for Interim Housing	04/14	\$ 4,625,356.57
SDA Phase II Stadium Improvements, Interim Housing, Tennis Courts;		
Math & Science Bldg.	02/14; 6/14	\$ 26,035,027.55
TPHS Fieldwork, Weight Room, Fire Road/Lights; B Bldg. HVAC	04/14; 6/14	\$ 12,741,757.65

# FIRST BOND DRAW BUDGET AND COMMITMENTS SUMMARY AS OF JANUARY 9, 2014

Project Sites		Budget	Commitments		Delta	
Middle School #5	\$	52,529,244.00	\$	13,257,792.27	\$ 39,271,451.73	
Carmel Valley MS	\$	457,392.00	\$	463.59	\$ 456,928.41	
Earl Warren MS	\$	1,685,791.00	\$	1,847,000.00	\$ (161,209.00)	
La Costa Valley MS Site	\$	15,531,957.34	\$	839,597.00	\$ 14,692,360.34	
Diegueno MS	\$	3,164,090.80	\$	2,056,800.46	\$ 1,107,290.34	
Oak Crest MS	\$	5,151,609.00	\$	2,664,200.57	\$ 2,487,408.43	
Canyon Crest Academy	\$	20,062,733.00	\$	5,246,142.96	\$ 14,816,590.04	
Torrey Pines HS	\$	13,651,928.01	\$	2,190,204.45	\$ 11,461,723.56	
San Dieguito Academy	\$	27,716,303.03	\$	5,299,489.61	\$ 22,416,813.41	
La Costa Canyon HS	\$	13,402,972.59	\$	3,550,553.84	\$ 9,852,418.75	
DW Tech Infrastructure	\$	5,373,507.99	\$	3,092,244.00	\$ 2,281,263.99	
QSCB - 3 yr option	\$	2,294,071.36	\$	765,588.24	\$ 1,528,483.12	
Administration	\$	2,782,632.00	\$	1,046,408.60	\$ 1,736,223.40	
Subtotal Expense Budget	\$:	163,804,232.12	\$	41,856,485.59	\$ 121,947,746.53	
Project Funding						
Prop AA Project Fund	\$	157,935,639.78				
North City West Funding	\$	4,835,697.00				
Estimated Interest Earnings - Yld .58%	\$	1,167,964.65				
Subtotal Funding Budget	\$	163,939,301.43				
Excess/(Shortage of) Funding	\$	135,069.31				

#### **OVERVIEW OF 2013 PROJECTS, BY SCHOOL**

The following represents the status of the projects under ICOC oversight upon publication of this annual report.

For more information about each site's projects, and to view photos from 2013 work, visit www.sduhsd.net/PropAA.

#### **CANYON CREST ACADEMY**

- Artificial turf field and rubberized track completed
- Natural turf field improvement project started
- Stadium seating, concessions, and restroom building planning and design started
- Baseball and softball diamonds relocation- started

#### **CARMEL VALLEY MIDDLE SCHOOL**

- Network infrastructure upgrade to fiber-optic cabling and campus-wide Wi-Fi access started
- Plan and design for Media Center renovation started

#### **DIEGUENO MIDDLE SCHOOL**

- Heating, ventilation, and air conditioning for selected classrooms completed
- Front entrance improvements, parking lot & drop off redesign, network infrastructure upgrades, and Media Center renovation planning and design started

#### EARL WARREN MIDDLE SCHOOL

 Campus reconstruction, new network operations center, utilities upgrades, and redesign of Warren Hall with shared-use spaces for the County Library planning and design - started

#### LA COSTA CANYON HIGH SCHOOL

- Network infrastructure upgraded to fiber-optic cabling and improved Wi-Fi reception - completed
- Installations of current District-standard audio-visual technology in selected classrooms - started
- Heating, ventilation, and air conditioning added to selected classrooms completed
- Planning and design for Media Center renovation started

#### LA COSTA VALLEY SITE

 Planning, design, and geotechnical survey of property in preparation for athletic field, parking lot, and restroom building construction - started

#### MIDDLE SCHOOL #5 IN PACIFIC HIGHLANDS RANCH

- Purchase property for the future school completed
- Master plan for 1,000 student middle school started
- Planning and design for first phase of construction for 500 student enrollment started
- Mass grading and site preparation started

#### NORTH COAST ALTERNATIVE HIGH SCHOOL

 Network infrastructure upgraded to fiber optic cabling and improved Wi-Fi reception - completed

#### **OAK CREST MIDDLE SCHOOL**

- Lower field improvements completed
- Heating, ventilation, and air conditioning added to selected classrooms completed
- Planning and design for art and C-SMART classroom renovations and field accessibility improvements - started

#### SAN DIEGUITO HIGH SCHOOL ACADEMY

- Installation of Artificial turf field and rubberized track completed
- Stadium bleachers replacement started
- Planning and design of two-story math and science building, replacement of tennis courts, and preparation for interim classrooms for future projects **started**

#### SUNSET HIGH SCHOOL

 Network infrastructure upgraded to fiber optic cabling and improved Wi-Fi reception - completed

#### **TORREY PINES HIGH SCHOOL**

- Aging heating, ventilation, and air conditioning units in B Building replaced with energy efficient models - completed
- Planning and design of new chemistry building, new weight room, and renovations
  of B Building classrooms started

# San Dieguito Union High School District INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

**DATE OF REPORT:** April 22, 2014

**BOARD MEETING DATE:** May 1, 2014

PREPARED BY: Frederick Labib-Wood

**Director of Classified Personnel** 

SUBMITTED BY: Rick Schmitt

Superintendent

SUBJECT: Approval and Adoption of Proposed

Revised Board Policy Job Description 4216.3-42.15 "Network Analyst"; Salary

Range Schedule

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## **EXECUTIVE SUMMARY**

The District has requested a review and update of the class description of Network Analyst.

This is a highly specialized key technical position that was used at an earlier time in the Technology Department as lead expert before the establishment of the Technology Supervisor. Based on the current size and focus of the department, reinstituting the Network Analyst position is a better strategic staffing fit at this time than refilling the Technology Supervisor.

The attached class description is updated to reflect current expectations of the job, and the salary range recommendation reflects the level of expertise, technical leadership and assistance to the program that will be expected of the position. This recommendation was reviewed and approved by the Personnel Commission at its meeting on April 8, 2014. CSEA is aware of and supports the recommendation on this bargaining unit position.

#### **RECOMMENDATION:**

It is recommended that the Board approve the proposed revised Board Policy job description, #4216.3-42.15, "Network Analyst" and proposed allocation at Salary Range 66 on the Bargaining Unit Schedule, and #4231 Appendix A, Salary Range Definitions, as shown in the attached supplement.

#### **FUNDING SOURCE:**

District General Fund.

**Attachments** 

#### **NETWORK ANALYST**

#### **OVERALL JOB PURPOSE STATEMENT**

Under the direction of the Director of Information Technology-Services, the Network Analyst provides technical and resource services for the purposes of planning, designing, installing and maintaining the District's wide area network, Internet access and local area networks; planning and installing network cabling; analyzing local area and wide area network traffic; providing network user support and assistance

#### DISTINGUISHING CHARACTERISTICS

This single position class is responsible for the planning, installation and ongoing maintenance of the District's wide area network and local area networks. This includes providing technical support for software and hardware associated with the networks, ensuring the reliable interface among the District's local area networks, access to mainframe web-based systems and the world wide web/Internet, and planning and maintaining network security. This position also serves as a technical resource for Computer Support Technicians—technology support staff and may provide leadership and oversight of their assignments relating to network connectivity. This position ensures that local area networks conform to the specifications and standards established to ensure the technical integrity and reliability of the District's overall wide area network.

#### **ESSENTIAL JOB FUNCTIONS**

- Administers the District's wide area network (WAN) and all local area network (LAN) connections, including hardware, Voice/Telecommunication system, software, access to mainframes web-based systems, and the world wide web/Internet, and security issues, for the purpose of maintaining the integrity and operational capability of District systems.
- Plans and recommends projects for the purpose of installing and maintaining microcomputer hardware, cabling, routers, switches, wireless hardware and appropriate software.
- Resolves customer complaints/ensures customer satisfaction when other department staff need assistance with a difficult problem and the customer remains dissatisfied.
- Applies logic, problem analysis/resolution, and interpersonal skills to support other department staff in resolving the most complex technical problems of the system to meet user needs
- Documents, obtains and shares information to Technology staff on existing and future systems to set technical procedures to be used.
- Applies the latest technologies to continually improve efficiency and effectiveness of all areas of technology.
- Diagnoses, repairs and tests network equipment (e.g. servers, data communications hardware, lines, modems, wireless coverage etc.) and software problems for the purpose of maintaining integrity and reliability of the network.
- Analyze network traffic for the purpose of identifying traffic congestion and or defective equipment and taking corrective action.

- Installs, tests, deploys, troubleshoots and performs adjustments to a variety of network software on workstations and servers.
- Recommends design and configuration of wide area, wireless and local area networks (WAN, LAN) for the purpose of ensuring adequate network resources to meet current and future District technology needs.
- Plans/supervises/monitors WAN and LAN backup systems, standards and procedures for the purpose of
  ensuring availability of data and systems in event of file server failure.
- Develops training programs for the purpose of maintaining the relevant technical support skills of other computertechnology-related support positions.
- Participates in various activities (e.g. meetings, training, etc.) for the purpose of receiving and/or conveying information relating to professional requirements, upgrades, new products and other changes and trends in technology and/or reviewing and making recommendations on incorporating and acquiring advances in hardware, software and other facets of network-technology.
- Meets with various site and district personnel and committees for the purpose of conferring, recommending and planning network installations and upgrades.
- Maintains district's e-mail-web/cloud-based system for the purpose of ensuring its availability and reliable operation.
- Ensures technology department projects and work orders are completed on-time, on-budget, and onspecifications.
- Documents, obtains and shares information with Technology staff on existing and future systems to set technical procedures to be used.
- Applies the latest technologies to continually improve efficiencty and effectiveness of all areas of technology.

#### **Other Job Functions**

• Performs other related duties as needed and assigned for the purpose of contributing to the effectiveness of the work unit.

#### **ESSENTIAL JOB REQUIREMENTS - QUALIFICATIONS**

#### **KNOWLEDGE, SKILLS AND ABILITIES**

Knowledge of:

Basic understanding of programming theories

LAN and WAN network software and hardware configurations and enhancements.

Specific programming languages determined by current applications

Data processing Database systems and procedures and data communications and network protocols

# **CLASSIFIED PERSONNEL**

ITEM 19 **4216.3-42.15** 

Appropriate diagnostic tools and program documentation

Technical aspects of field of speciality

Oral and written communication skills

Interpersonal skills using tact, patience and courtesy

Applicable sections of the State Education Code and other applicable laws

Network and computer operating software and troubleshooting tools currently used by the District Networking fundamentals

Knowledge of IBM-PC compatible and Macintosh hardware and operating systems currently used by the District

Current trends in computer networking hardware and software

Internet working protocols and tools

Wide area networking hardware and programming currently used by the District.

E-mail systems

Centrally managed, large-scale wireless networks

File server hardware

SAN, and Virtual Machine, hardware and software

Knowledge of Microsoft Windows server domains and active director

Knowledge of Linux-based servers

Basic familiarity with Unix

Current releases of office productivity software used by the District

Web page development tools such as Dreamweaver FrontPage or NetObjects Fusion as well as basic knowledge of HTML coding

Voice overIP (VOIP), call managers, voice gateways

Telco services, such as T1, frame relay, and ISDN

Ethernet topologies and switching technologies

Internet proxy and filter servers

Firewall hardware and software (e.g.Cisco's PIX ASA)

SKILLS are required to perform multiple, highly complex, technical tasks with a need to frequently upgrade skills in order to meet changing job conditions. Specific skills required to satisfactorily perform the functions of the job include: operating tools, advanced hardware and software, and diagnostic equipment.

Ability to: Ability is required to recommend, design, install, maintain and administer LAN, WAN, Wireless computer systems and peripherals

Install and configure a variety of microcomputer computing and data communications equipment

Learn and understand quickly new technologies affecting WAN, LAN, and Wireless design and maintenance Develop and deliver training programs

bevelop and deliver training programs

Analyze, troubleshoot and correct complex network protocol and data communications issues

Develop new applications and programs

Establish and maintain cooperative and effective working relationships with others

Plan and organize work

Work independently with little direction

Meet schedules and time lines

Learn new computer applications and train others

Use small hand and power tools

San Dieguito Union High School District Policy Adopted: June 18, 1998 Policy Draft: May 1, 2014

#### RESPONSIBILITY

Responsibilities include working independently under limited supervision using standardized practices and/or methods; providing expert advice and guidance to other persons within a department, large work unit, and/or across several small work units; and developing cost estimates and acquisition sources for new hardware and software. Utilization of significant resources from other work units is sometimes required to perform the job's functions. There is continual opportunity to significantly impact the organization's services.

#### GENERAL WORKING CONDITIONS WORKING ENVIRONMENT

Computer labs, classrooms and offices. Subject to stooping, lifting, crawling and climbing ladders to install cabling and equipment. The usual and customary methods of performing the job's functions requires the following physical demands: some lifting, carrying, pushing and/or pulling; some climbing and balancing; some stooping, kneeling, crouching and/or crawling; significant reaching, handling, fingering and/or feeling. Generally the job requires 75% sitting, 10% walking and 15% standing. Most of the time the job is performed in an office environment under minimal temperature variations, a generally hazard free environment, and in a clean atmosphere. As required, the job is occasionally performed at school and/or construction sites and incumbent may be subjected to ambient outside weather conditions and hazards found at building construction sites requiring use of safety hat, shoes, and other protective equipment as may be required at a site.

#### **EDUCATION & EXPERIENCE**

Any combination of training and experience equivalent to graduation from high school and four years of experience in providing technical support to microcomputer users in a network environment and in the maintenance, operation, and repair of microcomputer systems, networks and software, at least two of which must have included responsibility as the primary technical support for local and wide area networks. Course work in computer science, computer engineering, or a closely related field may be substituted for up to two years of the general experience on the basis of 30 semester/45 quarter units for one year of experience.

#### **REQUIRED TESTING**

Pre-employment testing and assessment to demonstrate minimum qualifications required for the position.

#### LICENSES AND OTHER REQUIREMENTS CERTIFICATES

Possession of a valid California motor vehicle operator's license. Class C Driver's License; record of driving history issued by the California DMV on its Form H-6 less than 30 days prior to applying for the position.

#### **CONTINUING EDUCATION/TRAINING**

None Specified

#### **CLEARANCES**

Fingerprint Clearances issued by the California Department of Justice and the Federal Bureau of Investigation (FBI); TB Clearance; Pre-employment physical examination including negative drug screen.

#### **FLSA Status**

Non-Exempt

#### Salary Range

# **CLASSIFIED PERSONNEL**

ITEM 19 **4216.3-42.15** 

Bargaining Unit Schedule

# San Dieguito Union High School District INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

**DATE OF REPORT:** April 22, 2014

BOARD MEETING DATE: May 1, 2014

PREPARED BY: Frederick Labib-Wood

Director of Classified Personnel

SUBMITTED BY: Rick Schmitt

Superintendent

SUBJECT: Approval and Adoption of Proposed Board

Policy Class Description 4216.3-69.7 "Construction Services Analyst"; Salary

Range Schedule

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### **EXECUTIVE SUMMARY**

The District has requested establishment of a position in the Facilities and Construction Department (general obligation bond program) to ensure analysis and reporting of all ongoing construction-related scheduling and financial expenditure data, processing easements and right of way permits, and linking payments to the appropriate projects. A similar position had previously existed in the Business Office during the construction phases of school building projects that occurred in the late 1990's and early 2000's when the facilities planning section was located in that office.

The attached class description has been prepared to reflect the duties and responsibilities of the proposed position. Placement at Salary Range 60 reflects the level of expertise, technical leadership and assistance to the program that will be expected of the position and the historical pricing of this job. This recommendation was reviewed and approved by the Personnel Commission at its meeting on April 8, 2014. CSEA is aware of and supports the recommendation on this bargaining unit position.

#### **RECOMMENDATION:**

It is recommended that the Board approve the proposed new Board Policy class description #4216.3-69.7 "Construction Services Analyst" with a proposed allocation at Salary Range 60 on the Bargaining Unit Schedule, and #4231 Appendix A, Salary Range Definitions, as shown in the attached supplements.

## **FUNDING SOURCE:**

Building Fund Prop 39-Fund 21-39.

**Attachments** 

#### **CONSTRUCTION SERVICES ANALYST**

#### **OVERALL JOB PURPOSE STATEMENT**

Under the direction of the of the Director of Planning Services, the classification Construction Services Analyst is established for the purpose/s of analyzing and reporting all ongoing construction-related scheduling and financial/expenditure data; processing easements and right of way permits and linking payments to correct projects; coordinating construction briefings and update meetings; providing comprehensive data and information analysis on which to base negotiating project changes orders; ensuring accuracy and timeliness of the project management database for information and decision-making by District managers, construction engineers and supervisors, architects and vendors; coordinates and oversees the Storm Water Pollution Prevention Plan.

#### **DISTINGUISHING CHARACTERISTICS**

This class is responsible for a variety of complex and significant analytical and data management functions to support the facility construction programs including managing, analyzing, coordinating and assessing information from source and secondary documents including terms and conditions of contracts, invoices, change orders, program guidelines, project planning and scheduling, statutes, policies, rules, regulations. The position is responsible to attend construction management meetings for the purpose of assisting in negotiating agreements on behalf of the District; coordinates and oversees the Storm Water Pollution Prevention Plan.

#### **ESSENTIAL JOB FUNCTIONS**

- Analyzes, reviews, organizes, monitors status of Requests for Information (RFI's), Requests for Proposals (EFP's), periodic pay applications (usually monthly per project), and change orders, to ensure timely responses, submittals, and processing from responsible parties (e.g., construction contractors, vendors, suppliers, etc.).
- Attends construction meetings to ensure that RFI's, submittals, change order, and other projectrelated documentation has been adhered to and is submitted for approvals in a timely manner and in mandatory formats.
- Maintains the critical path project management data base (e-builder) that assures integrity and
  accuracy of data to support both planning and construction activities phases of projects (e.g. cost
  information from contracts, RFI's, RFP's, change orders; construction site milestone completion data;
  construction delays; etc.) accessible on line by, and via periodic reports to, District's bond program
  project managers, construction contractors, architects, engineers, etc.
- Researches/develops/implements integrated systems for the purpose of maintaining complex technical and financial records and accounts and for reporting information on activities and costs associated with construction projects and their financing sources.
- Registers all projects of an acre or more in size with the California Storm Water Multiple Application
  and Report Tracking System (SMARTS), ensuring district compliance with the regulations for
  monitoring projects, and updating Board policies as necessary.

- Compiles and monitors activities of contractors at construction sites to ensure accurate and timely reporting to the State of California regarding the District's storm water pollution prevention plans (SWPPP) and remediation actions taken as needed in response to incidents and complaints.
- Maintains central plan depository for both digital and hard copy sets of plans created for, and during, construction projects.
- Assists/orients/trains other Bond Project office staff members and authorized users (e.g., contractors, architects, engineers, etc.) on access and use of the construction projects database and the project tools in the e-builder system to enable them to keep abreast of project activities pending actions.
- Reviews/researches/analyzes laws, regulations, legislative proposals, policies and construction changes for the purpose of assessing their potential cost impact on current and planned construction projects and for recommending appropriate revisions to District policies and procedures related to the bond program to respond to and manage change.
- Oversees quality control processes intended to ensure that contractors and other vendors schedule submittals, conform to the projects' master schedules, codes, and construction contracts.

#### JOB REQUIREMENTS - QUALIFICATIONS

#### **KNOWLEDGE, SKILLS AND ABILITIES**

KNOWLEDGE of facilities planning and scheduling processes; building construction practices and sequence of operations; principles and practices used in school construction contracting, accounting and contracting with independent consultants; methods, materials, procedures and policies involved in the completion of construction projects; State codes and regulations and district policies related to school construction contracting, contracting with independent consultants; methods and terminology used in contracting and accounting, budgeting and financial reporting, building plans and construction; establishing procedures and guidelines for gathering data to complete complex reports; office organization systems; District organization, operations, policies and objectives; interpersonal skills using tact, patience and courtesy; correct English usage, grammar, spelling, punctuation and vocabulary; oral and written communication skills; modern office practices, procedures and equipment; operation of computer terminal. Required to perform basic math; read a variety of manuals; write documents following prescribed formats; analyze situations to define issues and draw conclusions. Specific knowledge is required to perform satisfactorily the function of the job and includes: use of computer software and hardware to design and maintain construction schedules.

SKILLS to perform multiple technical tasks with an occasional need to upgrade skills due to changing job conditions. Specific skills required to satisfactorily perform the functions of the job include speed and accuracy of data entry for recording, modifying and reporting schedule information (e.g. spreadsheet, word-processing, and data bases); adjusting priorities quickly to respond to new situations; learning and implementing database software for entering, storing, retrieving and reporting datas.

ABILITY to demonstrate proficiency in project management scheduling software (e.g. District's E-builder, or Microsoft Project, Primavera, or similar); interpret and analyze technical materials such as construction contracts, drawings and specifications; analyze critical path and cost loading, resource loading, global

ITEM 19 **4216.3-69.7** 

changes and filtering and report layouts; recognize critical elements of problems, determine solutions and make logical recommendations. Flexibility is required to work with others under a wide variety of circumstances, analyze data using defined and similar processes; and operate equipment using various methods of operation. Ability is also required to work with a diversity of individuals and/or groups; work with data of different types and/or purposes; and utilize a variety of job-related equipment in working with others; problems solving required to analyze issues, create plans of action, and reach solutions with data and with equipment is moderate. Schedule construction-related meetings and activities, confer with architect(s), school and district administrators and contractors, government agencies and others.

#### **RESPONSIBILITY**

Responsibilities include: working independently under limited supervision using standardized practices and/or methods; directing other persons within a department, large work unit, and/or across several small work units; and directing the use of budgeted funds within a work unit. Utilization of significant resources from other work units is sometimes required to perform the job's functions. There is continual opportunity to significantly impact the organization's services.

#### WORKING ENVIRONMENT

The usual and customary methods of performing the job's functions requires the following physical demands: some lifting, carrying, pushing and/or pulling; some climbing and balancing; some stooping, kneeling, crouching and/or crawling; significant reaching, handling, fingering and/or feeling. Generally the job requires 80% sitting, 10% walking and 10% standing. Most of the time the job is performed in an office environment under minimal temperature variations, a generally hazard free environment, and in a clean atmosphere. As required, the job is occasionally performed at construction sites and incumbent will be subjected to ambient outside weather conditions and hazards found at building construction sites requiring use of safety hat, shoes, and other protective equipment as may be required at a site.

#### **EXPERIENCE**

Sufficient experience and training to possess the knowledge, skills and abilities necessary to perform the duties of the class. Typical qualifying experience would be at least four years of service in a public agency, preferably in a school district, that included responsibility for human resource issues relevant to applying progressive discipline, ensuring employee performance evaluations, resolving labor relations issues in a union environment, budgeting, HR data systems and position control. Two years of experience must be at a supervisory or management level.

#### **EDUCATION & EXPERIENCE**

- A Bachelor's degree in business, public administration, or related field and two years of
  professional experience in the research, review and analysis of administrative support areas to
  construction projects, preferably in a California public school district, and experience in automated
  record keeping, accounting and word processing systems. Additional experience beyond the two
  years may substitute for the degree on the basis of one year of experience for 24 semester/45
  quarter units for each year of additional experience. OR,
- 2. A combination of experience and training including completion of advanced coursework in business, public administration or related field including workshops, seminars and training sessions in school district business services areas AND significant highly responsible secretarial and administrative support experience including researching and analyzing information and coordinating projects at a highly independent level and experience in automated recordkeeping, accounting and word processing systems.

# **CLASSIFIED PERSONNEL**

ITEM 19 **4216.3-69.7** 

#### **REQUIRED TESTING**

Pre-employment testing and assessment to demonstrate minimum qualifications required for the position.

#### **CERTIFICATES**

California Class C Driver's License; record of driving history issued by the California DMV on its Form H-6 less than 30 days prior to applying for the position.

#### **CONTINUING EDUCATION/TRAINING**

None Specified

# **CLEARANCES**

Fingerprint Clearances issued by the California Department of Justice and the Federal Bureau of Investigation (FBI); TB Clearance. Pre-employment physical examination including negative drug screen.

#### **FLSA Status**

Non-Exempt

#### **Salary Range**

**Bargaining Unit Schedule** 

# PERSONNEL / CLASSIFIED 4231 – APPENDIX A

#### **SALARY RANGE DEFINITIONS**

Accounting Specialist – 52

Accounting Assistant - 40

Accounting Assistant-ASB - 40

Accounting Technician – 42

Administrative Assistant - 42

Administrative Assistant-High School - 44

Administrative Secretary - 40

Administrative Secretary-Bilingual (Spanish) – 40

Administrative Secretary-Middle School - 38

Budget Analyst – 52

Bus Driver Trainer - 44

Buyer - 40

Campus Supervisor-High School – 32

Campus Supervisor-Middle School - 29

Computer Support Technician - 51

Construction & Facility Projects Coordinator - 44

Construction Contracts Analyst - 62

Construction Projects Information Technician – 48

Construction Services Analyst - 60

Contracts Analyst - 62

Custodian - 32

Custodian Crew Leader - 38

Custodian-Floater – 33

Electrician - 49

Facilities Construction Planner – 52

Facilities Planning Analyst – 62

Grounds/Maintenance Equipment Operator - 41

Grounds/Maintenance Worker I - 35

Grounds/Maintenance Worker II – 39

Grounds/Maintenance Worker-Applicator – 40

Health Technician - 35

HR Information Systems Support Analyst – 52

Human Resources Assistant – 40

Human Resources Benefits Analyst – 52

Human Resources Technician – 42

HVAC Technician - 49

Information Systems Support Analyst – 52

Information Systems Support Specialist – 54

Information Systems Support Technician – 44

Instructional Assistant - 29

Instructional Assistant-Bilingual - 31

Instructional Assistant-SpEd (Non-SH) – 34

Instructional Assistant-SpEd (SED) -36

Instructional Assistant-SpEd (SH) – 36

Interpreter for the Hearing Impaired – 54

Interpreter for the Hearing Impaired (NIC) – 57

Interpreter for the Hearing Impaired (NIC Adv.) -60

Interpreter for the Hearing Impaired (NIC Master)-63

Job Placement Assistant - 35

Lead Grounds Worker - 44

Lead Library Media Technician - 40

Lead Maintenance Worker – 52

Lead School Bus Driver - 41

Library/Media Technician - 37

Locker Room Attendant/Custodian - 34

Locksmith - 47

Loss Control Analyst – 60

Maintenance Worker I – 34

Maintenance Worker II - 40

Media Technician/Web Technician - 44

Network Analyst - 66

Network Technician - 57

Nutrition Services Assistant I - 25

Nutrition Services Assistant II – 27

Nutrition Services Assistant III - 29

Nutrition Services Assistant-Floater – 26

Nutrition Services Transporter-I - 27

Nutrition Services Transporter-II- 29

Nutrition Services Catering Assistant – 29

Nutrition Services Production Assistant - 33

Occupational Therapist – 60

Office Assistant - 30

Painter - 48

Payroll Analyst - 52

Payroll Technician – 44

Planning Finance Technician - 45

Plumber/Irrigation Specialist - 49

Purchasing Assistant - 38

Receptionist - 32

Receptionist-Bilingual (Spanish) - 33

Registrar – 40

Risk Management Technician - 42

School Bus Attendant - 29

School Bus Driver - 38

School Plant Supervisor-Middle School - 39

School Plant Supervisor-High School – 41

Secretary – 36

Senior Buyer - 44

Skilled Maintenance Worker - 49

Speech/Language Pathology Assistant – 47

Telecommunications Technician – 51

Testing Assistant-Bilingual (Spanish) - 34

Theatre Technician - 41

Translator/Interpreter (Spanish) - 41

Transportation Dispatcher - 41

Transportation Router/Scheduler - 43

Tutoring Center Specialist - 40

Vehicle & Equipment Mechanic – 49

Vehicle & Equipment Service Worker – 41

Vehicle & Equipment Supervisor - 52

Warehouse Supervisor – 44

Policy Draft: May 1, 2014

Warehouse/Delivery Worker - 37

Warehouse/Stores Worker - 39

# San Dieguito Union High School District INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

**DATE OF REPORT:** April 21, 2014

**BOARD MEETING DATE:** May 1, 2014

PREPARED BY: John Addleman, Director of Planning Services

Eric Dill, Assoc. Supt. of Business Services

SUBMITTED BY: Rick Schmitt

Superintendent

SUBJECT: RESOLUTION OF INTENTION TO CONVEY

INTEREST IN REAL PROPERTY AND RIGHT-

**OF-WAY** 

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## **EXECUTIVE SUMMARY**

San Diego Gas & Electric Company would like to install a 1 megawatt 3 hour battery at the Canyon Crest Academy campus to provide better quality power in areas with large solar installations. The 1 megawatt solar array at Canyon Crest Academy makes this site an ideal candidate for the battery installation.

On cloudy days photovoltaic systems generate intermittent power due to sunshine fluctuation. The battery yard will help smooth these out and deliver better quality power to the school site and surrounding area.

In the event of an outage, the circuit tied to the server room at Canyon Crest Academy would not be affected and would automatically be served from the battery. The server room at Canyon Crest Academy is the backup facility to the main server room. In the future, the solar inverters could be replaced or reconfigured such that the entire campus would not be affected for up to three hours.

As well, given the proposed timing of the battery yard installation and construction of Middle School #5, San Diego Gas & Electric Company has agreed, as part of their project, to install the main electrical and gas lines from the street and stub them just east of the battery yard, as noted in the attached easement site map, for the District's convenience and ease in connecting the middle school.

The adoption of the Resolution of Intention to Convey Interest in Real Property and Right-of-Way is the first step in granting an easement. The final steps will require a public hearing and adoption of a Resolution Conveying an Interest in Real Property and Right-of-Way at the May 15, 2014 board meeting.

## **RECOMMENDATION:**

It is recommended that the Board adopt the Resolution of Intention to Convey Interest in Real Property and Right-of-Way to San Diego Gas and Electric Company, for the purpose of access, to erect, construct, reconstruct, replace, repair, maintain and operate an Energy Storage Yard for the transmission and distribution of electricity and gas on the Canyon Crest Academy campus, as shown in attached supplement.

### **FUNDING SOURCE:**

Not applicable.

Resolution of Intention to Convey Interes	st)	
in Real Property and Right-of-Way	_)	
On motion of Member		, seconded by
Member		_, the following resolution is adopted:

WHEREAS, San Diego Gas & Electric Company, a corporation, has requested this Board to convey an interest in real property and right-of-way to said applicant for purposes set forth below; and

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

BE IT RESLOVED AND ORDERED pursuant to the provisions of the Education Code, Section 17556, et seq., that the Governing Board of the San Dieguito Union High School District of the County of San Diego, State of California, hereby declares that it is the intention of this Board to convey to San Diego Gas & Electric Company, a corporation, upon the terms and conditions that are set forth in that certain form entitled "Easement for Energy Storage Yard", a copy of which is attached hereto, marked Exhibit "A" and by this reference made a part hereof, a permanent easement in real property and right-of-way belonging to said District and more particularly described in said Exhibit "A" for access to erect, construct, reconstruct, replace, repair, maintain and operate an Energy Storage Yard, consisting of, but not limited to foundations, supporting structures, high voltage disconnect switches, circuit breakers, surge arresters, insulators, bus conductors, grounding, protective relays, instrumentation, potential and current transformers, SCADA, metering, telemetry, gates and fences, control building, underground ducts, manholes and conduits, gas pipelines, control cables and wires, battery system, and auxiliary systems and any other necessary equipment and appurtenances, together with (1) the right of ingress to and egress from said energy storage yard by a practical route or routes, in, upon, over, across all that real property described in Exhibit "A" as Easement Area, and (2) the right to clear said easement from explosives, buildings, structures and materials that in the opinion of San Diego Gas & Electric Company may be harmful to its facilities or interfere with the rights herein granted by said easement.

BE IT RESLOVED AND ORDERED that a public meeting be held by this Board at its regular place of meeting, San Dieguito Union High School District, 710 Encinitas Boulevard, Encinitas, California, on March 15, 2014 at 6:30 p.m., at which time all persons interested may appear and show cause, if any they have, why said conveyance should not be made.

Resolution of Intention to Convey Interest in Real Property and Right-of-Way (Continued)

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

PASSED AND ADOPTED by the Governing Board of the San Dieguito Union High School District of San Diego County, California, this 1st day of May 2014.

Joyce Dalessandro
Amy Herman
Beth Hergesheimer
Barbara Groth
John Salazar
Members of the Governing Board of the San Dieguito
Union High School District

# Exhibit "A"

"Easement for Energy Storage Yard"

Recording Requested by San Diego Gas & Electric Company

ITEM 20

When recorded, mail to:

San Diego Gas & Electric Company 8335 Century Park Court, Suite 100 San Diego, CA 92123-1569

Attn: Real Estate Records - CP11D

#### SPACE ABOVE FOR RECORDER'S USE

Project No.

452953-010

Const. No.

2369290

A.P. No.

305-031-26

Transfer Tax None

SAN DIEGO GAS & ELECTRIC COMPANY

# RW204701

#### EASEMENT FOR ENERGY STORAGE YARD

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT, A CALIFORNIA PUBLIC SCHOOL DISTRICT, hereinafter called "Grantor", for valuable consideration, grant(s) to SAN DIEGO GAS & ELECTRIC COMPANY, a corporation, hereinafter called "Grantee", an easement and right of way in, upon, over, under and across the lands hereinafter described, to erect, construct, reconstruct, replace, repair, maintain and operate an Energy Storage Yard, consisting of, but not limited to foundations, supporting structures, high voltage disconnect switches, circuit breakers, surge arresters, insulators, bus conductors, grounding, protective relays, instrumentation, potential and current transformers, SCADA, metering, telemetry, gates and fences, control building, underground ducts, manholes and conduits, gas pipelines, control cables and wires, battery system, and auxiliary systems and any other necessary equipment and appurtenances, for the transmission and distribution of ELECTRICITY and GAS, signal and communication purposes, together with (1) the right of ingress to and egress from said energy storage yard by a practical route or routes, in, upon, over and across Grantor's hereinafter described lands, and (2) the right to clear said easement from explosives, buildings, structures and materials that in the opinion of Grantee may be harmful to its facilities or interfere with the rights herein granted.

The property in which said easement is hereby granted is more particularly described as follows:

Parcel 1 of Parcel Map No. 19841 filed September 19, 2005 at File No. 2005-0806588 in the Office of the County Recorder of the County of San Diego.

The Easement in the aforesaid propery shall be described in Parcels 1 and 2 as follows:

# PARCEL 1:

That certain strip of land, the approximate location shown and delineated as "EASEMENT AREA", on the Exhibit "A", consisting of one (1) sheet, attached hereto and made a part hereof.

-1-\*

PARCEL 2: ITEM 20

Those certain strips of land, including all of the area lying between the exterior sidelines, which sidelines shall be three (3) feet, measured at right angles, on each exterior side of each and every facility installed, the approximate location being shown and delineated as "UTILITY FACILITIES" on the Exhibit "A", attached hereto and made a part hereof.

Grantor shall not increase or decrease the ground surface elevations within the boundaries of the above described easement existing on the date of execution of this document, without written consent of Grantee.

Grantor shall not dig or drill any well, plant any tree, erect, place or construct any building or other structure, nor impound or store fluids within the boundaries of the above described easement.

Grantor shall not grant or dedicate any easement on, under or over the above described easement without first securing Grantee's written approval.

Upon receipt of written request from Grantor, this easement will be quitclaimed by Grantee, provided that the facilities have been removed.

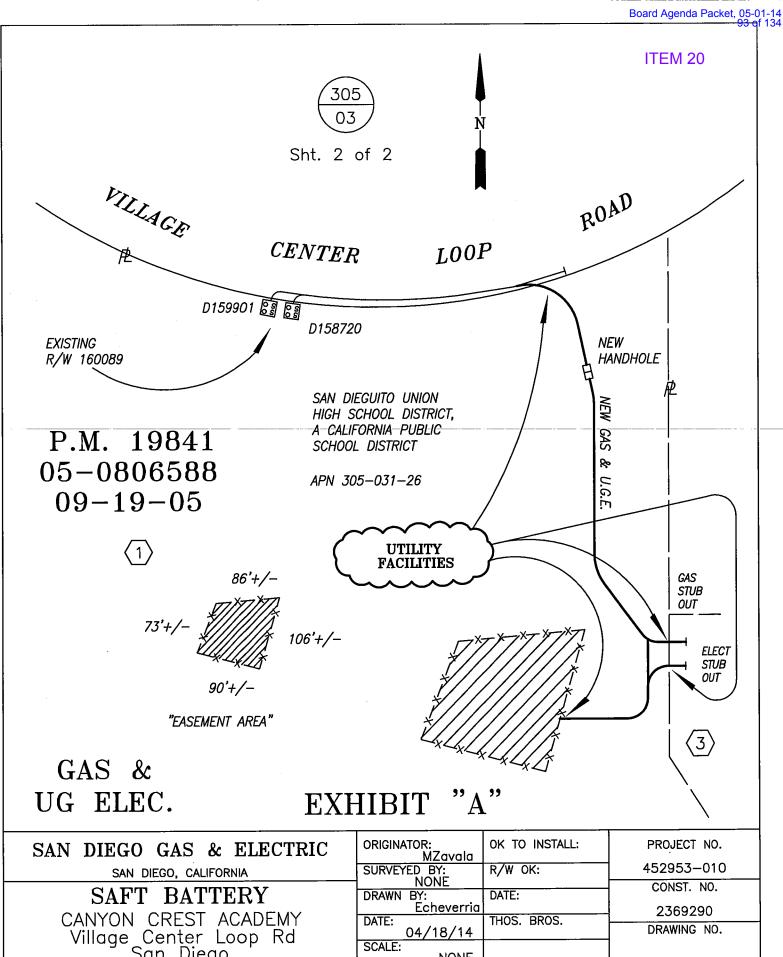
The legal description for this easement was prepared by San Diego Gas & Electric Company pursuant to Section 8730 of the Business and Professions Code, State of California.

The terms, covenants and conditions of this easement shall be binding upon and inure to the benefit of any permittees, licensees, agents, successors or assigns of Grantor and Grantee.

 IN	WHEREOF,, 2014.	Grantor	has	executed	easement	this		day of
	·						HOOL DIS DISTRICT	
			BY:					_
			NAM	IE:				_
			TITL	E:		print name	<del></del>	_
			BY:					_
			NAM	ſΕ:				<del></del>
					(	print name	<del>2</del> )	

Drawn Checked Date 27 Echeverria 04/18/14 TITLE:

STATE OF CALIFORN	IA	
COUNTY OF	)	SS.
On	, before me	itle of officer), appeared
	(name, t	
subscribed to the within his/her/their authorized person(s), or the entity u	n instrument and ack capacity(ies), and the spon behalf of which the	tory evidence to be the person(s) whose name(s) is/are nowledged to me that he/she/they executed the same in hat by his/her/their signature(s) on the instrument the ne person(s) acted, executed the instrument.
I certify under PENAL? paragraph is true and cor		der the laws of the State of California that the foregoing
WITNESS my hand and	official seal.	
Signature		<del></del>



SAN DIEGO GAS & ELECTRIC	MZavala		OOLO		
SAN DIEGO, CALIFORNIA	SAN DIEGO, CALIFORNIA SURVEYED BY: R/W OK:		452953-010		
SAFT BATTERY	DRAWN BY: DATE: Echeverria		CONST. NO. 2369290		
CANYON CREST ACADEMY Village Center Loop Rd San Diego	DATE: 04/18/14 THOS. BROS.  SCALE: NONE		RAWING		
NO. SUPPLEMENTS		DATE:	BY	APP'D	

# Exhibit "B"

"Notice"

NOTICE OF INTENTION TO CONVEY

AN INTEREST IN REAL PROPERTY AND RIGHT-OF-WAY

NOTICE IS HEREBY GIVEN that the Governing board of the San Dieguito

Union High School District on May 1, 2014, adopted a Resolution of Intention to Convey

Interest in Real Property and Right-of-Way to dedicate to San Diego Gas & Electric Company, a

corporation, a permanent easement and right-of-way across property of this District located at

Canyon Crest Academy, 5951 Village Center Loop Road, San Diego, County of San Diego,

State of California, for access to erect, construct, reconstruct, replace, repair, maintain and

operate an Energy Storage Yard, including any or all appurtenances thereto, together with the

right of ingress and egress, over, under, along and across all that real property (a description of

the purposes of the easement, of the route therein and other particulars of the dedication are on

file and may be examined in the office of the Director of Planning Services of the San Dieguito

Union High School District located at 684 Requeza Drive, Encinitas, CA) and has set 6:30

o'clock, p.m., May 15, 2014, at San Dieguito Union High School District, 710 Encinitas Blvd.,

Encinitas, California for a public hearing upon the question of making such conveyance, at

which time interested parties may appear and protest.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

By: Beth Hergesheimer

Clerk

# San Dieguito Union High School District

# INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

**DATE OF REPORT:** April 21, 2014

**BOARD MEETING DATE:** May 1, 2014

**PREPARED BY:** Delores Perley, Chief Financial Officer

Eric Dill, Assoc. Superintendent, Business

SUBMITTED BY: Rick Schmitt

Superintendent

SUBJECT: ADOPT RESOLUTION FOR TAX & REVENUE

**ANTICIPATION NOTES (TRANs) FOR FISCAL** 

YEAR 2014-15

\_\_\_\_\_

### **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 past years; however, weak market conditions are reducing the reinvestment spreads at the current time.

The attached resolution authorizes the issuance by the District of TRANs in an amount not to exceed \$20,000,000. This amount was decreased by \$5,000,000 for the 2014-15 TRANs, bringing it back down to the 2011-12 level. The amount was lowered since the amount borrowed in 2013-14, \$13,250,000, was significantly lower than the not to exceed amount. We do not expect to use the full amount in 2014-15; the final amount is based

on need as estimated with cash flow projections. We are stating this sum while we work through our 14-15 cash flow projections and estimate our property tax revenue for the current and subsequent years.

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, LLP 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. Both bond counsel and the financial advisory firm were selected by San Diego County Office of Education on behalf of all districts participating in the TRAN.

## **RECOMMENDATION:**

It is recommended that the Board adopt the resolution for Tax and Revenue Anticipation Notes for fiscal year 2014-15, 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 2014-2015 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2014 TAX AND REVENUE ANTICIPATION NOTES THEREFOR IN AN AMOUNT NOT TO EXCEED \$20,000,000 AND PARTICIPATION IN THE SAN DIEGO COUNTY AND SCHOOL DISTRICT TAX AND REVENUE ANTICIPATION NOTE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID NOTES

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

WHEREAS, the legislative body (the "Board") of the school district specified in Section 22 hereof (the "District") has determined that an amount not to exceed the maximum amount of borrowing specified in Section 22 hereof (the "Principal Amount") is needed for the requirements of the District, a political subdivision situated in the County, for any of the purposes of the District, as authorized by the Act, and that it is necessary that said Principal Amount be borrowed for such purpose at this time by the issuance of one or more series of notes therefor in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys to be received, accrued or held by the District and provided for or attributable to its fiscal year ending June 30, 2015 (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 2014 Tax and Revenue Anticipation Notes, with an appropriate series designation if more than one note is issued (collectively, the "Note");

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

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

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

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

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

WHEREAS, the financial advisor to the participating school districts (the "Financial Advisor") appointed in Section 21 hereof, together with the underwriter and such counderwriters, 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

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 "2014 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. <u>Program Approval</u>. The Note may be combined with notes of other Issuers, if any, into a Series as set forth in the Preliminary Official Statement, hereinafter mentioned, and shall be sold simultaneously with such other notes of that Series supported by the Credit Instrument (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Note Participations which shall evidence and represent proportionate, undivided interests in the in the proportion that the face amount of the Note which the Series of Note Participations represents bears to the total aggregate face amount of such respective Note and the notes issued by other Issuers which the Series of Note Participations represent. Such Note Participations may be delivered in book-entry form.

The forms of Trust Agreement and alternative general types and forms of Credit Agreements, if any, presented to this meeting or otherwise to the Board, are hereby approved, and the President or Chairperson of the Board of the District, the Superintendent, the Assistant Superintendent for Business, the Business Manager or Chief Financial Officer of the District, as

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

The District Officer is hereby authorized and directed to provide the Financial Advisor and the Underwriter with such information relating to the District as they shall reasonably request for inclusion in the Preliminary Official Statement. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement is, except for certain omissions permitted by the Rule, hereby deemed final within the meaning of the Rule; provided that no representation is made as to the information contained in the Preliminary Official Statement relating to the other Issuers, if any, or any Credit Provider. If, at any time prior to the execution of the Pricing Confirmation, any event occurs as a result of which the information contained in the Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the

statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Financial Advisor and the Underwriter.

The Trustee is authorized and directed to execute Note Participations on behalf of the District pursuant to the terms and conditions set forth in the Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Note Participations contained in the Trust Agreement. When so executed, the Note Participations shall be delivered by the Trustee to the purchaser upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

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

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

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

Resolution, the resolution of the County providing for the issuance of the Note, and the Note as evidenced and represented by such Series of Note Participations.

Owners of Note Participations, to the extent of their interest in the Note, shall be treated as owners of the Note and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and the Note. The District hereby recognizes the right of the Owners acting directly or through the Trustee to enforce the obligations and covenants contained in the Note, this Resolution and the Trust Agreement. The District shall be directly obligated to each Owner for the principal and interest payments on the Note evidenced and represented by the Note Participations without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

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

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

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

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

**Section 8.** Source of Payment. The Principal Amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which are received, accrued or held by the District and are provided for or attributable to the Repayment Fiscal Year and which are available for payment thereof. As security for the payment of the principal of and interest on the Note and the amount, if any owed the Credit Provider, the District

hereby pledges certain Unrestricted Revenues (as hereinafter provided, the "Pledged Revenues") which are received, accrued or held by the District and are provided for or attributable to the Repayment Fiscal Year, and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the first moneys received by the District from such Pledged Revenues, and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts and other moneys of the District lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act). The term "Unrestricted Revenues" shall mean all taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys, which are generally available for the payment of current expenses and other obligations of the District. The Noteholders, Owners and Credit Provider shall have a first lien and charge on such Unrestricted Revenues as herein provided which are received, accrued or held by the District and are provided for or attributable to the Repayment Fiscal Year. Notwithstanding the foregoing, the terms "Unrestricted Revenue" and "Pledged Revenues" shall exclude moneys which, when received by the District, will be encumbered for a special purpose unless an equivalent amount of the proceeds of the Note is set aside and used for said special purpose; and provided further, the terms "Unrestricted Revenues" and "Pledged Revenues" shall exclude any moneys required to be used to repay a treasurer's loan as described in Section 17 hereof. The District may incur indebtedness secured by a pledge of its Pledged Revenues subordinate to the pledge of Pledged Revenues hereunder and may issue subordinate tax and revenue anticipation notes.

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

The District Officer is hereby authorized to approve the determination of the Repayment Dates and percentages of the principal and interest due on the Note at maturity required to be on deposit in the Payment Account on each Repayment Date, all as specified in the related Pricing Confirmation. The execution and delivery of the Pricing Confirmation by the County Officer shall be conclusive evidence of approval by this Board and such District Officer; provided, however, that the maximum number of Repayment Dates for each Note shall be six. In the event that on each such Repayment Date, the District has not received sufficient Unrestricted Revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said Unrestricted Revenues, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District

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

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

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

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

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

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

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

# Section 10. Representations and Covenants.

- (A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt the Resolution and enter into and perform its obligations under the Purchase Agreement and (ii) authorize the County to issue the Note on its behalf.
- (B) (i) Upon the issuance of the Note, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Note and the performance of its obligations thereunder and (ii) the District has full legal right, power and authority to request the County to issue and deliver the Note on behalf of the District and to perform its obligations as provided herein and therein.
- (C) The issuance of the Note, the adoption of the Resolution and the execution and delivery of the Purchase Agreement, Trust Agreement and Credit Agreement, if any, and compliance with the provisions hereof and thereof will not conflict with or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.
- (D) Except as may be required under blue sky or other securities law of any state, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of the Note or the consummation by the District of the other transactions contemplated by

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

- (E) The District has (or will have prior to the issuance of the Note) duly, regularly and properly adopted a preliminary budget for the Repayment Fiscal Year setting forth expected revenues and expenditures and has complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its final budget for the Repayment Fiscal Year, (ii) provide to the Credit Provider, if any, the Financial Advisor and the Underwriter (or owner of the Series of Note Participations in the event of a private placement), promptly upon adoption, copies of such final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.
- (F) The sum of the principal amount of the District's Note plus the interest payable thereon, on the date of its issuance, will not exceed 85% of the estimated amounts of the District's uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys to be received or accrued by the District for the general fund of the District provided for or attributable to the Repayment Fiscal Year all of which will be legally available to pay principal of and interest on the Note (exclusive of any moneys required to be used to repay a treasurer's loan as described in Section 17 hereof).
- (G) The County has experienced an *ad valorem* property tax collection rate of not less than 85% of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the last five fiscal years for which information is available, and the District, as of the date of adoption of this Resolution and on the date of issuance of the Note, reasonably expects the County to collect at least 85% of such amount for the Repayment Fiscal Year.
- (H) The District (i) is not currently in default on any debt obligation and (ii) to the best knowledge of the District, has never defaulted on any debt obligation.
- (I) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Financial Advisor and the Underwriter and the Credit Provider, if any, and in the Preliminary Official Statement and to be set forth in the final Official Statement, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and the Note. The District agrees to furnish to the Financial Advisor, the Underwriter (or owners of the Series of Note Participations in the event of a private placement), the Trustee and the Credit Provider, if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.
- (J) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with the Note,

the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability 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 issuance of the Notes, the District will either (1) then not have a negative or qualified certification applicable to Fiscal Year 2012-2013 or Fiscal Year 2013-2014 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

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applicable to Fiscal Year 2012-2013 or Fiscal Year 2013-2014 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 2013-2014 in at least the minimum amount recommended, and will fund its Reserve for Economic Uncertainties for Fiscal Year 2014-2015 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 2014, 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.

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.** <u>Trustee.</u> 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.** <u>Proceedings Constitute Contract</u>. 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.** <u>Limited Liability</u>. 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.** <u>Treasurer's Loans.</u> 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.** <u>Submittal of Resolution to County</u>. 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.** <u>Indemnification of County</u>. The District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to

the adoption of a resolution by the Board of Supervisors providing for the issuance and sale of the Note, or related to the proceedings for sale, award, issuance and delivery of the Note in connection with the Program, or in connection with any information pertaining to the District included in (or omitted from but required to be stated in) the Preliminary Official Statement or the final Official Statement. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

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

**Section 21.** <u>Appointment of Financial Advisor</u>. 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: \$20,000,000
- (c) Authorized District Representatives:
  - (1) Superintendent
  - (2) Associate Superintendent, Business
  - (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.** <u>Effective Date</u>. This Resolution shall take effect from and after its date of adoption.

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

#### EXHIBIT A

## FORM OF NOTES

#### SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

#### COUNTY OF SAN DIEGO, CALIFORNIA

2014 TAX AND REVENUE ANTICIPATION NOTE, SERIES \_\_\*/

Interest Rate	Maturity Date	Date of <u>Original Issue</u>
First Repayment Date	Second <a href="Repayment Date">Repayment Date</a>	Third <a href="Repayment Date">Repayment Date</a>
% (Total of principal and interest due on Note at maturity)	% (Total of principal and interest due on Note at maturity)**/	% (Total of principal and interest due on Note at maturity)
REGISTERED OWNER:		
PRINCIPAL AMOUNT: \$		

FOR VALUE RECEIVED, the San Dieguito Union High School District (the "District"), located in the County of San Diego, California (the "County"), acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns, on the maturity date set forth above, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon on each Interest Payment Date, as defined in the Trust Agreement, at the rate of interest specified above (the "Interest Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal to be paid upon surrender hereof at the principal corporate trust office of Wilmington Trust, N.A. 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 upon surrender of this

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<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).

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, 2015 (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	
	Ву: _	
	Chief Financial Officer	
Countersigned		
By: Clerk of the Board of Supervisors		

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[STATEMENT OF INSURANCE] $^{*/}$ 

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

# SECRETARY'S CERTIFICATE

	I,, Secretary of the Board, hereby certify a	s follows:
due notice and	The foregoing is a full, true and correct copy of a resolution duly action meeting of the Board duly and regularly held at the regular meeting day of, 2014, of which meeting all of the members and at which a majority thereof were present; and at said meeting said resolution resolution with the following vote:	eting place of said had
	AYES:	
	NOES:	
	ABSENT:	
of the public,	An agenda of said meeting was posted at least 72 hours before said, California, a location freely accessible to, and a brief general description of said resolution appeared on said agenda	o members
original resolu	I have carefully compared the same with the original minutes of said record in my office; the foregoing resolution is a full, true and correct clution adopted at said meeting and entered in said minutes; and said resolution, modified or rescinded since the date of its adoption, and the same deffect.	copy of the
	Dated:, 2014	
	Secretary of the Board	

# San Dieguito Union High School District

# INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

**DATE OF REPORT:** April 14, 12014

**BOARD MEETING DATE:** May 1, 2014

**PREPARED BY:** Michael Grove, Ed.D., Associate Superintendent,

**Educational Services** 

SUBMITTED BY: Rick Schmitt, Superintendent

SUBJECT: 2012-13 School Accountability Report Cards

(SARC)

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# **EXECUTIVE SUMMARY**

The California Department of Education (CDE) requires that every local school board prepare a School Accountability Report Card for each school. The 2012-13 SARC is organized into three sections:

- 1. The main report which contains the principal's narrative and school data.
- 2. Adequacy of Key Resources, 2013-14, which includes key facts about teachers, textbooks, and facilities during the current school year.
- 3. Data Almanac, which includes additional information about students, teachers, student performance, accountability, and district expenditures.

Attached are one-page "Spotlight on Performance" reports for each school, which highlight key facts about test scores and accountability measures. To review each School Accountability Report Card in its entirety, please follow this link.

# **RECOMMENDATION:**

Approval is recommended.

#### **FUNDING SOURCE:**

Not applicable.

# **Canyon Crest Academy**

ADDRESS: 5951 Village Center Loop Rd., San Diego, CA 92130 PHONE: (858) 350-0253 PRINCIPAL: Karl Mueller Grade range: 9–12 Schedule: Traditional Enrollment: 1,864

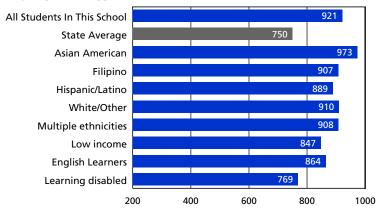
#### **CALIFORNIA ACCOUNTABILITY**

he state's education officials measure schools' performance using students' test scores. They combine standardized test results and measure progress year to year to calculate each school's Academic Performance Index (API).

Academic Performance Index (API)	921
Growth attained from prior year	+4
Met schoolwide growth target	Yes
Met growth targets for all groups of students	No

#### API

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



#### **California Standards Tests**

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

BAR GRAPHS BELOW SHOW THESE PROFICIENCY GROUPS (LEFT TO RIGHT):

FAR BELOW BASIC BELOW BASIC PROFICIENT ADVANCED

	PERCENT		
SUBJECT	PROFICIENT OR HIGHER	LOW SCORES	HIGH SCORES
English/Language	e Arts (Readi	ing and Wri	ting)
Our school	90%		
Calif. high schools	56%		
Geometry			
Our school	56%		
Calif. high schools	25%		
US History			
Our school	86%		
Calif. high schools	53%		
Biology			
Our school	88%		
Calif. high schools	50%		
Life Science (Ten	th Grade)		
Our school	87%		
Calif. high schools	56%		

SOURCE: The scores for the California Standards Tests are from the spring 2013 test cycle. State averages represent high schools only.

# FEDERAL ACCOUNTABILITY

he federal accountability standard differs from California's. It requires schools to meet Adequate Yearly Progress (AYP). The AYP includes students' scores and participation rates on the high school exit exam (CAHSEE), along with the graduation rate and the API. If a school doesn't meet one of these criteria two years in a row, it is put in Program Improvement.

Made Adequate Yearly Progress (AYP)	Yes
Number of AYP targets met	14
Number of AYP targets school was required to meet	14
Is the school in Program Improvement (PI)?	No

SOURCE: API growth score and AYP from the 2013 test cycle. API and AYP current as of September 2013.

This year, high schools are expected to help 89 percent of their students score Proficient or higher on California's high school exit exam. This goal rises every year until 2014, when 100 percent of students are expected to reach this mark. As a result, increasing



numbers of schools are falling short of this goal, and landing on the federal watch list known as Program Improvement.

# **Carmel Valley Middle School**

ADDRESS: 3800 Mykonos Lane, San Diego, CA 92130 PHONE: (858) 481-8221

PRINCIPAL: Laurie Brady GRADE RANGE: 7-8 SCHEDULE: Traditional ENROLLMENT: 1,498

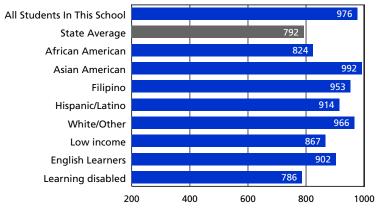
#### **CALIFORNIA ACCOUNTABILITY**

he state's education officials measure schools' performance using students' test scores. They combine standardized test results and measure progress year to year to calculate each school's Academic Performance Index (API).

Academic Performance Index (API)	976
Growth attained from prior year	-1
Met schoolwide growth target	Yes
Met growth targets for all groups of students	No

#### API

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



#### **California Standards Tests**

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

BAR GRAPHS BELOW SHOW THESE PROFICIENCY GROUPS (LEFT TO RIGHT):

FAR BELOW BASIC BELOW BASIC PROFICIENT ADVANCED

PERCENT

SUBJECT	PERCENT PROFICIENT OR HIGHER	LOW SCORES	HIGH SCORES
English/Language	Arts (Readi	ng and Wri	ting)
Our school	92%		
Calif. middle schools	57%		
Math (excluding A	Algebra)		
Our school	84%		
Calif. middle schools	51%		
Algebra			
Our school	93%		
Calif. middle schools	52%		
History/Social Scie	ence		
Our school	91%		
Calif. middle schools	53%		
Science			
Our school	95%		
Calif. middle schools	64%		

SOURCE: The scores for the California Standards Tests are from the spring 2013 test cycle. State averages represent middle schools only.

## FEDERAL ACCOUNTABILITY

he federal standard differs from California's. It requires schools to meet Adequate Yearly Progress (AYP). The AYP includes students' scores and participation rates on California's math and English/language arts standardized tests and the school's API. If a school doesn't meet one of these criteria two years in a row, it is put in Program Improvement.

Made Adequate Yearly Progress (AYP)	
Number of AYP targets met	16
Number of AYP targets school was required to meet	
Is the school in Program Improvement (PI)?	

SOURCE: API growth score and AYP from the 2013 test cycle. API and AYP current as of September 2013.

This year, schools are expected to help 89 percent of their students score Proficient or higher on California's English/language arts (ELA) and math tests. This goal rises every year until 2014, when 100 percent of students are expected to reach this mark. As a



result, increasing numbers of schools are falling short of this goal, and landing on the federal watch list known as Program Improvement.

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

# **Diegueno Middle School**

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

PRINCIPAL: Bryan Marcus GRADE RANGE: 7–8 SCHEDULE: Traditional ENROLLMENT: 816

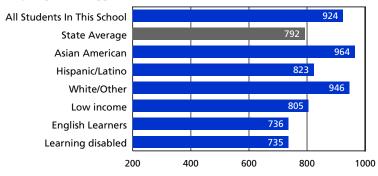
#### **CALIFORNIA ACCOUNTABILITY**

he state's education officials measure schools' performance using students' test scores. They combine standardized test results and measure progress year to year to calculate each school's Academic Performance Index (API).

Academic Performance Index (API)	924	
Growth attained from prior year	-3	
Met schoolwide growth target	Yes	
Met growth targets for all groups of students	Yes	

#### **API**

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



#### **California Standards Tests**

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

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

TAR BELOW BASIC BE	LOW BASIC BA	SIC PROTICIEN	ADVANCE
SUBJECT	PERCENT PROFICIENT OR HIGHER	LOW SCORES	HIGH SCORES
English/Language	Arts (Readi	ng and Wri	ting)
Our school	82%		
Calif. middle schools	57%		
Math (excluding A	Algebra)		
Our school	70%		
Calif. middle schools	51%		
Algebra			
Our school	95%		
Calif. middle schools	52%		
History/Social Scie	ence		
Our school	77%		
Calif. middle schools	53%		
Science			
Our school	88%		
Calif. middle schools	64%		

SOURCE: The scores for the California Standards Tests are from the spring 2013 test cycle. State averages represent middle schools only.

## FEDERAL ACCOUNTABILITY

he federal standard differs from California's. It requires schools to meet Adequate Yearly Progress (AYP). The AYP includes students' scores and participation rates on California's math and English/language arts standardized tests and the school's API. If a school doesn't meet one of these criteria two years in a row, it is put in Program Improvement.

Made Adequate Yearly Progress (AYP)	No
Number of AYP targets met	11
Number of AYP targets school was required to meet	17

Is the school in Program Improvement (PI)? Stage 1 of 5

SOURCE: API growth score and AYP from the 2013 test cycle. API and AYP current as of September 2013.

This year, schools are expected to help 89 percent of their students score Proficient or higher on California's English/language arts (ELA) and math tests. This goal rises every year until 2014, when 100 percent of students are expected to reach this mark. As a



result, increasing numbers of schools are falling short of this goal, and landing on the federal watch list known as Program Improvement.

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

# **Earl Warren Middle School**

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

PRINCIPAL: Mary Anne Nuskin GRADE RANGE: 7–8 SCHEDULE: Traditional ENROLLMENT: 695

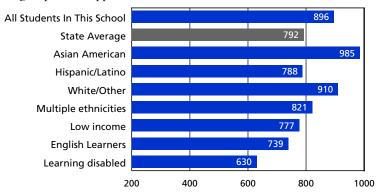
#### **CALIFORNIA ACCOUNTABILITY**

he state's education officials measure schools' performance using students' test scores. They combine standardized test results and measure progress year to year to calculate each school's Academic Performance Index (API).

Academic Performance Index (API)	896
Growth attained from prior year	-17
Met schoolwide growth target	Yes
Met growth targets for all groups of students	Yes

#### **API**

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



#### **California Standards Tests**

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

BAR GRAPHS BELOW SHOW THESE PROFICIENCY GROUPS (LEFT TO RIGHT):

FAR BELOW BASIC BELOW BASIC PROFICIENT ADVANCED

PERCENT

SUBJECT	PERCENT PROFICIENT OR HIGHER	LOW SCORES	HIGH SCORES
English/Language	Arts (Readi	ng and Wri	ting)
Our school	77%		
Calif. middle schools	57%		
Math (excluding A	Algebra)		
Our school	64%		
Calif. middle schools	51%		
Algebra			
Our school	82%		
Calif. middle schools	52%		
History/Social Scie	ence		
Our school	74%		
Calif. middle schools	53%		
Science			
Our school	89%		
Calif. middle schools	64%		

SOURCE: The scores for the California Standards Tests are from the spring 2013 test cycle. State averages represent middle schools only.

#### **FEDERAL ACCOUNTABILITY**

he federal standard differs from California's. It requires schools to meet Adequate Yearly Progress (AYP). The AYP includes students' scores and participation rates on California's math and English/language arts standardized tests and the school's API. If a school doesn't meet one of these criteria two years in a row, it is put in Program Improvement.

Made Adequate Yearly Progress (AYP)	
Number of AYP targets met	7
Number of AYP targets school was required to meet	11
Is the school in Program Improvement (PI)?	No

SOURCE: API growth score and AYP from the 2013 test cycle. API and AYP current as of September 2013.

This year, schools are expected to help 89 percent of their students score Proficient or higher on California's English/language arts (ELA) and math tests. This goal rises every year until 2014, when 100 percent of students are expected to reach this mark. As a



result, increasing numbers of schools are falling short of this goal, and landing on the federal watch list known as Program Improvement.

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

# **La Costa Canyon High School**

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

PRINCIPAL: Kyle Ruggles GRADE RANGE: 9-12 SCHEDULE: Traditional ENROLLMENT: 2,133

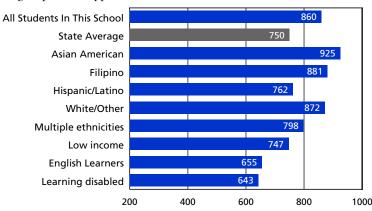
#### **CALIFORNIA ACCOUNTABILITY**

he state's education officials measure schools' performance using students' test scores. They combine standardized test results and measure progress year to year to calculate each school's Academic Performance Index (API).

Academic Performance Index (API)	860	
Growth attained from prior year	+26	
Met schoolwide growth target	Yes	
Met growth targets for all groups of students	Yes	

#### **API**

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



#### **California Standards Tests**

Calif. high schools

**US History** 

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

BAR GRAPHS BELOW SHOW THESE PROFICIENCY GROUPS (LEFT TO RIGHT):

PERCENT PROFICIENT LOW SCORES HIGH SCORES

SUBJECT OR HIGHER LOW SCORES HIGH SCORES

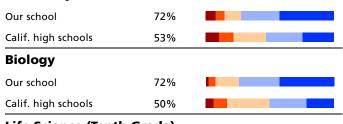
English/Language Arts (Reading and Writing)

Our school 76%

Calif. high schools 56%

Geometry

Our school 50%



25%

Calif. high schools

Calif. high schools

Calif. high schools

Calif. high schools

SOURCE: The scores for the California Standards Tests are from the spring 2013 test cycle. State averages represent high schools only.

#### FEDERAL ACCOUNTABILITY

he federal accountability standard differs from California's. It requires schools to meet Adequate Yearly Progress (AYP). The AYP includes students' scores and participation rates on the high school exit exam (CAHSEE), along with the graduation rate and the API. If a school doesn't meet one of these criteria two years in a row, it is put in Program Improvement.

Made Adequate Yearly Progress (AYP)	Yes
Number of AYP targets met	10
Number of AYP targets school was required to meet	10
Is the school in Program Improvement (PI)?	No

SOURCE: API growth score and AYP from the 2013 test cycle. API and AYP current as of September 2013.

This year, high schools are expected to help 89 percent of their students score Proficient or higher on California's high school exit exam. This goal rises every year until 2014, when 100 percent of students are expected to reach this mark. As a result, increasing



numbers of schools are falling short of this goal, and landing on the federal watch list known as Program Improvement.

# **Oak Crest Middle School**

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

PRINCIPAL: Ryan Yee GRADE RANGE: 7–8 SCHEDULE: Traditional ENROLLMENT: 879

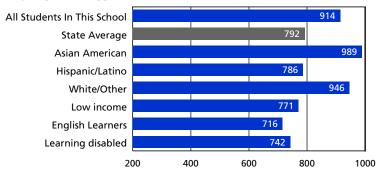
#### **CALIFORNIA ACCOUNTABILITY**

he state's education officials measure schools' performance using students' test scores. They combine standardized test results and measure progress year to year to calculate each school's Academic Performance Index (API).

Academic Performance Index (API)	914
Growth attained from prior year	-12
Met schoolwide growth target	Yes
Met growth targets for all groups of students	No

#### **API**

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



#### **California Standards Tests**

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

BAR GRAPHS BELOW SHOW THESE PROFICIENCY GROUPS (LEFT TO RIGHT):

FAR BELOW BASIC BELOW BASIC PROFICIENT ADVANCED

SUBJECT	PERCENT PROFICIENT OR HIGHER	LOW SCORES	HIGH SCORES
English/Language	Arts (Readi	ng and Wri	ting)
Our school	82%		
Calif. middle schools	57%		
Math (excluding A	Algebra)		
Our school	65%		
Calif. middle schools	51%		
Algebra			
Our school	93%		
Calif. middle schools	52%		
History/Social Scie	ence		
Our school	82%		
Calif. middle schools	53%		
Science			
Our school	88%		
Calif. middle schools	64%		

SOURCE: The scores for the California Standards Tests are from the spring 2013 test cycle. State averages represent middle schools only.

#### **FEDERAL ACCOUNTABILITY**

he federal standard differs from California's. It requires schools to meet Adequate Yearly Progress (AYP). The AYP includes students' scores and participation rates on California's math and English/language arts standardized tests and the school's API. If a school doesn't meet one of these criteria two years in a row, it is put in Program Improvement.

Made Adequate Yearly Progress (AYP)	No
Number of AYP targets met	14
Number of AYP targets school was required to meet	23

Is the school in Program Improvement (PI)? Yes
Stage 2 of 5

SOURCE: API growth score and AYP from the 2013 test cycle. API and AYP current as of September 2013.

This year, schools are expected to help 89 percent of their students score Proficient or higher on California's English/language arts (ELA) and math tests. This goal rises every year until 2014, when 100 percent of students are expected to reach this mark. As a



result, increasing numbers of schools are falling short of this goal, and landing on the federal watch list known as Program Improvement.

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

# **San Dieguito High School Academy**

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

PRINCIPAL: Timothy Hornig GRADE RANGE: 9-12 SCHEDULE: Traditional ENROLLMENT: 1,598

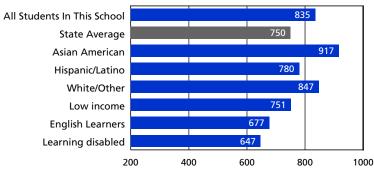
#### **CALIFORNIA ACCOUNTABILITY**

he state's education officials measure schools' performance using students' test scores. They combine standardized test results and measure progress year to year to calculate each school's Academic Performance Index (API).

Academic Performance Index (API)	835
Growth attained from prior year	-16
Met schoolwide growth target	Yes
Met growth targets for all groups of students	No

#### **API**

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



#### **California Standards Tests**

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

BAR GRAPHS BELOW SHOW THESE PROFICIENCY GROUPS (LEFT TO RIGHT):

FAR BELOW BASIC BELOW BASIC PROFICIENT ADVANCED

SUBJECT	PERCENT PROFICIENT OR HIGHER	LOW SCORES	HIGH SCORES
English/Language	e Arts (Readi	ng and Wri	ting)
Our school	77%		
Calif. high schools	56%		
Geometry			
Our school	38%		
Calif. high schools	25%		
US History			
Our school	73%		
Calif. high schools	53%		
Biology			
Our school	66%		
Calif. high schools	50%		
Life Science (Tent	th Grade)		
Our school	78%		
Calif. high schools	56%		

SOURCE: The scores for the California Standards Tests are from the spring 2013 test cycle. State averages represent high schools only.

## FEDERAL ACCOUNTABILITY

he federal accountability standard differs from California's. It requires schools to meet Adequate Yearly Progress (AYP). The AYP includes students' scores and participation rates on the high school exit exam (CAHSEE), along with the graduation rate and the API. If a school doesn't meet one of these criteria two years in a row, it is put in Program Improvement.

Made Adequate Yearly Progress (AYP)	
Number of AYP targets met	11
Number of AYP targets school was required to meet	18
Is the school in Program Improvement (PI)?	No

SOURCE: API growth score and AYP from the 2013 test cycle. API and AYP current as of September 2013.

This year, high schools are expected to help 89 percent of their students score Proficient or higher on California's high school exit exam. This goal rises every year until 2014, when 100 percent of students are expected to reach this mark. As a result, increasing



numbers of schools are falling short of this goal, and landing on the federal watch list known as Program Improvement.

# **Sunset High School**

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

PRINCIPAL: Rick Ayala GRADE RANGE: 9-12 SCHEDULE: Traditional ENROLLMENT: 132

#### **CALIFORNIA ACCOUNTABILITY**

he state's education officials measure schools' performance using students' test scores. They combine standardized test results and measure progress year to year to calculate each school's Academic Performance Index (API).

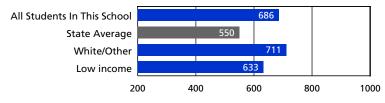
Academic Performance Index (API)	686
Growth attained from prior year	+23
Met schoolwide growth target	Yes
Met growth targets for all groups of students	Yes

#### **API**

The API is California's way of rating schools. Using student test scores, the API places schools on a scale from 200 to 1000. Our school's API was 686, compared with 550 for the average continuation high school (shown in gray in the graph below). The state expects schools to attain an API of 800 eventually.

We also keep track of the APIs for each major subgroup of students in our school. Each major subgroup of students in our school also receives an API.

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



#### **California Standards Tests**

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

BAR GRAPHS BELOW SHOW THESE PROFICIENCY GROUPS (LEFT TO RIGHT):

FAR BELOW BASIC BELOW BASIC PROFICIENT ADVANCED

SUBJECT	PERCENT PROFICIENT OR HIGHER	LOW SCORES	HIGH SCORES
English/Language /	Arts (Readi	ing and Wri	ting)
Our school	41%		
Calif. continuation high schools	12%		
Algebra			
Our school	14%		
Calif. continuation high schools	4%		
US History			
Our school	30%		
Calif. continuation high schools	12%		
Life Science (Tenth	Grade)		
Our school	29%		
Calif. continuation high	16%		

SOURCE: The scores for the California Standards Tests are from the spring 2013 test cycle. State averages represent continuation high schools only.

# FEDERAL ACCOUNTABILITY

he federal accountability standard differs from California's. It requires schools to meet Adequate Yearly Progress (AYP). The AYP includes students' scores and participation rates on the high school exit exam (CAHSEE), along with the graduation rate and the API. If a school doesn't meet one of these criteria two years in a row, it is put in Program Improvement.

Made Adequate Yearly Progress (AYP)	Yes
Number of AYP targets met	5
Number of AYP targets school was required to meet	5
Is the school in Program Improvement (PI)?	No

SOURCE: API growth score and AYP from the 2013 test cycle. API and AYP current as of September 2013.

This year, high schools are expected to help 89 percent of their students score Proficient or higher on California's high school exit exam. This goal rises every year until 2014, when 100 percent of students are expected to reach this mark. As a result, increasing



numbers of schools are falling short of this goal, and landing on the federal watch list known as Program Improvement.

# **Torrey Pines High School**

ADDRESS: 3710 Del Mar Heights Road, San Diego, CA 92130 PHONE: (858) 755-0125 PRINCIPAL: David Jaffe GRADE RANGE: 9-12 SCHEDULE: Traditional ENROLLMENT: 2,651

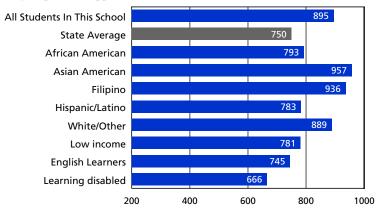
#### **CALIFORNIA ACCOUNTABILITY**

he state's education officials measure schools' performance using students' test scores. They combine standardized test results and measure progress year to year to calculate each school's Academic Performance Index (API).

Academic Performance Index (API)	895
Growth attained from prior year	+7
Met schoolwide growth target	Yes
Met growth targets for all groups of students	Yes

#### API

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



#### **California Standards Tests**

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

BAR GRAPHS BELOW SHOW THESE PROFICIENCY GROUPS (LEFT TO RIGHT):

FAR BELOW BASIC BELOW BASIC PROFICIENT ADVANCED

PERCENT

SUBJECT	PERCENT PROFICIENT OR HIGHER	LOW SCORES	HIGH SCORES
English/Language	e Arts (Readi	ng and Wri	ting)
Our school	85%		
Calif. high schools	56%		
Geometry			
Our school	61%		
Calif. high schools	25%		
US History			
Our school	72%		
Calif. high schools	53%		
Biology			
Our school	86%		
Calif. high schools	50%		
Life Science (Tent	th Grade)		
Our school	89%		
Calif. high schools	56%		

SOURCE: The scores for the California Standards Tests are from the spring 2013 test cycle. State averages represent high schools only.

# FEDERAL ACCOUNTABILITY

he federal accountability standard differs from California's. It requires schools to meet Adequate Yearly Progress (AYP). The AYP includes students' scores and participation rates on the high school exit exam (CAHSEE), along with the graduation rate and the API. If a school doesn't meet one of these criteria two years in a row, it is put in Program Improvement.

Made Adequate Yearly Progress (AYP)	Yes
Number of AYP targets met	14
Number of AYP targets school was required to meet	14
Is the school in Program Improvement (PI)?	

SOURCE: API growth score and AYP from the 2013 test cycle. API and AYP current as of September 2013.

This year, high schools are expected to help 89 percent of their students score Proficient or higher on California's high school exit exam. This goal rises every year until 2014, when 100 percent of students are expected to reach this mark. As a result, increasing



numbers of schools are falling short of this goal, and landing on the federal watch list known as Program Improvement.

# San Dieguito Union High School District INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

**DATE OF REPORT:** April 14, 2014

**BOARD MEETING DATE:** May 1, 2014

**PREPARED BY**: Michael Grove, Ed. D.

Associate Superintendent / Ed. Services

SUBMITTED BY: Rick Schmitt, Superintendent

SUBJECT: Uniform Complaint Report

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# **EXECUTIVE SUMMARY**

State law requires school districts to submit reports to the San Diego County Office of Education (SDCOE) and the district governing board on the number of complaints each district has received related to the Williams Settlement, i.e., instructional materials, emergency facilities issues, and teacher vacancies and misassignments. Secondary districts that receive CAHSEE Intensive Instruction and Services funding must also submit data on uniform complaints related to the Valenzuela Settlement, (i.e., the provision of intensive instruction and services).

Attached is the report for the third quarter, 2013-14, from January through March, 2014.

## **RECOMMENDATION:**

Review and acceptance of the attached Uniform Complaint Report is recommended.

## **FUNDING SOURCE:**

Not applicable.

# **COMMUNITY RELATIONS**

1312.3/AR-1, ATTACHMENT C

## **UNIFORM COMPLAINT PROCEDURES QUARTERLY UNIFORM COMPLAINT REPORT SUMMARY**

For submission to School District Governing Board and County Office of Education

District Name: San Dieguito Union High School District

Quarter covered by this report: January, 2014

through Ma March, 2014

DESCRIPTION	NUMBER OF COMPLAINTS RECEIVED IN QUARTER	NUMBER OF COMPLAINTS RESOLVED	NUMBER OF COMPLAINTS UNRESOLVED EXPLANATION ATTACHED
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy and Misassignment	0	0	0
CAHSEE Intensive Instruction and Services	0	0	0
Totals	0	0	0

Submitted by: Michael Grove, Ed.D.	Associate Superintendent
Name	Title
Signature: Will c. L	Date: April 14, 2014

# San Dieguito Union High School District INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

**DATE OF REPORT:** April 25, 2014

**BOARD MEETING DATE:** May 1, 2014

**PREPARED BY:** Michael Grove, Ed.D.

Assoc. Superintendent of Educational Services

SUBMITTED BY: Rick Schmitt

Superintendent

SUBJECT: MATH INSTRUCTIONAL MATERIALS UPDATE

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# **EXECUTIVE SUMMARY**

SDUHSD Math teachers have reviewed instructional materials to support the Common Core Integrated Math courses we will begin to implement in the 2014-15 school year. The Math Department chairs recommend the adoption of the Mathematics Vision Project (MVP) curriculum for high school courses and the Utah Middle School Math Project curriculum for middle school courses. This is an information item only and will provide the Board with information about our Math instructional materials adoption process and the recommended instructional materials.

## **RECOMMENDATION:**

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

#### **FUNDING SOURCE:**

Not applicable

MG/JS