

July 24, 2006

To: Board Members

From: Tom Bishop

Subject: Approval, 2006/2007 DMUSD Goals and Objectives

Attached is the second draft of the District's proposed 2006/2007 Goals and Objectives, which are aligned to the District's Strategic Planning process. The 2006/2007 Goals and Objectives were developed by the District's Directors and the Superintendent during the past six weeks, and were reviewed by the Board at its June 28, 2006 meeting.

The administration has reduced the number of 06/07 objectives from the 84 objectives that were contained in the 05/06 objectives. Even though the number of objectives has been lessened, many objectives from the past will remain as priorities. For example, there is no description of the DMUSD Budget Committee process or the LAN process, but these two objectives will continue into 06/07 because they are valuable to the District and our stakeholders. Another example of a missing objective is the state law that requires the DMUSD budget to be reviewed by an independent auditor. The draft 2006/2007 Goals and Objectives make no mention of the annual audit, yet the mandated audit will occur during 2006/2007 because it is state law.

The Board can always add additional items at the July 24, 2006 Special Board meeting if the Board finds it necessary. Each year unanticipated "surprise" events occur within the District, state, or community, and District staff are required to deal with the "surprises" as they occur. As we begin the 06/07 school year, the 06/07 Goals and Objectives provide DMUSD administrators and employees with Board guidance about priorities.

By approving the 2006/2007 Goals and Objectives at tonight's Special Board meeting, District staff will be able to communicate the 2006/2007 Goals and Objectives to the Principals, Directors, and the community in early August.

The 2006/2007 Goals and Objectives will also be placed on the DMUSD website immediately.

RECOMMENDED: Approval of the 2006/2007 DMUSD Goals and Objectives.

6.1

2006/2007 Goals and Objectives

Del Mar Union School District

A. GOAL: IMPROVE DISTRICT FACILITIES

Objectives:

1. ***Complete the construction of Ocean Air School by August 20, 2007***
 - 1.1. Open construction bids for Ocean Air School on July 13, 2006.
 - 1.2. Depending on construction costs and availability of funds, adjust Ocean Air construction schedule so that the construction expenses do not exceed available funds.
 - 1.3. Award bids for Ocean Air School on July 24, 2006.
 - 1.4. Work with Construction Manager (Douglas E Barnhart) to adjust construction schedule so that construction is complete by August 20, 2007.
2. ***Complete repairs of construction defects at Torrey Hills School***
 - 2.1. Use the summer of 2006 to complete repairs of construction defects at Torrey Hills School.
 - 2.2. As necessary, consult with legal counsel to ensure that the cost of the construction defect repairs are paid for by the contractors responsible for the construction defects.
3. ***Initiate the planning process for a new District Office facility***
 - 3.1. Identify the square footage of District office space to maximize efficiency and productivity to serve 9 schools and 4,500 students.
4. ***Identify the permanent location for DMUSD Employee Child Care facility.***
 - 4.1. Identify strategies to merge the current DMUSD Employee Child Care program with the current pre-school Special Education program.
 - 4.2. Identify facility modifications and/or construction costs to merge the current DMUSD Employee Child Care program with the current pre-school Special Education program.

- 4.3. Plan for the merger of the two pre-school programs in August 2007.
- 4.4. Provide the Board of Trustees with final recommendations for the merged pre-school programs and facilities by April 2007.
5. ***Continue to develop SHORT TERM strategies that will maximize revenue from the District's real estate assets.***
 - 5.1. Negotiate with public benefit corporations that have expressed interest in purchasing the Shores property.
 - 5.2. Should the District and interested public benefit corporations fail to reach an agreement regarding the Shores, seek Board approval to establish an auction date to dispose of the Shores property, and establish the minimum auction price acceptable to the Board.
 - 5.3. Auction the Shores property to the highest qualified bidder that meets the Board approved minimum price, as per legal statutes.
 - 5.4. Study asset exchange proposals to determine if an asset exchange may provide long-term benefits to DMUSD students.
 - 5.5. Complete an asset exchange, in compliance with state law, if an asset exchange proposal has significant benefits to the DMUSD.
6. ***Develop LONG TERM strategies that will maximize revenue from the District's real estate assets.***
 - 6.1. In 2007/2008, select a 15 member District-wide Asset Advisory Committee (12 parents/3 staff) to study District's 2007/2008 real estate assets and recommend an asset management strategy that benefits all DMUSD students.
 - 6.1.1. The Asset Advisory Committee will be asked to review all DMUSD real estate assets; current and future enrollment patterns; current and future staffing requirements; current and future District facility requirements; current DMUSD budget obligations; status of basic aid funding; status of DMSEF; 1999/2000 Action Team recommendations regarding "ideal" school size; and other financial information.
 - 6.1.2. The Asset Advisory Committee will direct its advisory recommendations to the Superintendent, including a proposed timeline for implementation of its recommendations.
 - 6.1.3. The Superintendent and District administrative staff review the recommendations of the Asset Advisory Committee to determine if the Advisory Committee recommendations are in the best interest of all DMUSD students.

- 6.1.4. Following the review by the DMUSD administrative staff, the Superintendent will present the Asset Advisory Committee recommendations to the Board for consideration.
- 6.1.5. Following public input from staff, parents, and the community, the Board will approve asset management strategies that benefit all DMUSD students and direct staff to move forward with implementation.

7. Objectives in the area of Maintenance/Custodial and Grounds

- 7.1. Design and implement the custodial process (including new personnel) that will be necessary to maintain safety and cleanliness at Ocean Air School.
- 7.2. Design and implement the gardening process that will be necessary to maintain the grounds at Ocean Air School.
- 7.3. Adjust 07/08 custodial, maintenance, and gardening staffing to meet the needs of the District.
- 7.4. Use restricted and deferred maintenance funds to provide needed site improvements/repairs during the summer of 2006.
- 7.5. Design the moving process (purchase moving boxes, contract with moving company) that will be necessary for District as it opens Ocean Air School.
- 7.6. Implement annual preventative maintenance programs for fire alarm systems, electrical systems, elevators, HVAC mechanical systems, pest management, and District owned vehicles.
- 7.7. Upgrade classroom security throughout the District to allow for lockdown from inside workstations. (This will be a 3-year goal.)
- 7.8. Re-key all exterior doors throughout the District over the next three years to improve security.
- 7.9. Investigate cost and effectiveness to use the Internet to monitor HVAC at Sycamore Ridge, Ashley Falls, Del Mar Hills, and Torrey Hills.
- 7.10. Investigate energy saving programs that can re-direct resources away from utility expenses and toward classrooms.

B. GOAL: IMPROVE DISTRICT EDUCATIONAL PROGRAM FOR STUDENTS AND PROVIDE STAFF DEVELOPMENT

Objectives:

1. Adopt new K-6 History/Social Science program that is aligned to the 2005 History/Social Science state framework and state academic standards by April 2007.
2. Complete District grade level curriculum maps for art, music, technology, and science enrichment programs by May 2007.
3. By June 2007, revise the K-6 standards based report card to support the use of formative assessments and grade level benchmarks in determining student progress and achievement.
4. Provide necessary time structures, materials, staff development, and leadership to effectively implement Professional Learning Communities at all seven sites.
 - 4.1. Identify strategies that will support PLC goals through teacher collaboration and the use of common formative assessments.
5. Prepare a Fall 2006 Board agenda item that provides staff recommendations for potentially re-structuring the Kindergarten program in 2007/2008.
6. Collect information and materials for the 2007/2008 planning year for implementation of a new world language program (Spanish and Chinese) in September 2008.
7. Establish a District Action Team in October 2006 to develop a district-wide plan for implementing a physical education program that promotes student well being and physical fitness
 - 7.1. Action Team will develop various schedule options for PE that will not reduce core academic minutes of instruction.
 - 7.2. Action Team will study the positive and negative effect of allowing sites to purchase enrichment staffing above the Board approved equity formula.
8. Analyze the results from the Spring 2006 STAR standardized tests and API to determine areas of strength and future focus.
 - 8.1. Assess the impact of the 2005/2006 Academic Learning program.
 - 8.2. Share information about the district's successful ALP at the December 2006 CSBA Annual Conference.

C. GOAL: INFUSE TECHNOLOGY THROUGHOUT THE DISTRICT

Objectives:

1. Install latest Operating System software program in each site server.
2. Assess District's network routers, switches, and programming for effectiveness as the network equipment nears its useful life span. Make cost effective investments to improve connectivity and extend life span of network equipment.
3. Create and install student learning web collection centers at all seven sites.
4. Continue to study and modify the user friendliness of the web site architecture.
5. Provide training (through the site technology teachers) that will improve the value and consistency of the content of individual web sites.
6. Implement the new SDCOE student information software programs.
 - 6.1 Attend training programs at SDCOE so that DMUSD implementation is successful.
7. Create data bases that promote efficient practices by office personnel
8. Continue with DMUSD technology practices (repair, training, badges, telephones, web site maintenance) that have promoted improved communication and student achievement during the past five years.

D. OTHER GOALS: HUMAN RELATIONS

Objectives:

1. Implement a position control system that communicates human relation decisions effectively to the Business Department and to site principals
2. Revise and update classified evaluation process, including forms.
3. Use the interest based approach to resolve the 2006/2007 collective bargaining requirements for certificated employees.
4. Identify possible modifications to leave provisions in the DMCTA master contract.
5. Select the principal for Ocean Air School by March, 2007
6. Create a 07/08 "personnel calendar" that will describe dates and responsibility for the creating of the 07/08 staffing at all eight DMUSD schools.
7. As appropriate, modify Board policies in the area of personnel.

E. OTHER GOALS: BUSINESS SERVICES

Objectives:

1. Provide a self-supporting 2006/2007 Food Service program that complies with all local, state, and federal requirements.
2. Complete an actuarial study of the long-term expense of DMUSD post-employment retiree benefits; the actuarial study will allow for DMUSD implementation of GASB 45 requirements in 2007/2008.
3. Study site cash handling procedures and conduct cash handling training for site personnel.
4. Install safes at all sites to promote safe cash handling procedures.
5. Study District student attendance procedures, update attendance forms, and implement revised study agreements for families that travel during the school year.

F. OTHER GOALS: PUPIL PERSONNEL

Objectives:

1. Develop Administrative Regulations to support mandated Board policies in student nutrition and wellness.
 - 1.1 Utilize the existing DMUSD Wellness Committee to help develop the required Nutrition and Wellness Administrative Regulations.
 - 1.2 Ask the DMUSD Wellness Committee to study 2007/2008 Food Service options and recommend a long term Food Service Program.
 - 1.2.1 Direct a subcommittee of the DMUSD Wellness Committee to study and recommend long term food service options that will benefit students and comply with State and Federal regulations.
2. Develop an early intervention model that meets the needs of "at risk" students and meets the needs of grade level teams that are using Professional Learning Community practices.
 - 2.1 Identify and create staff development training program(s) that meet the needs of staff that are working with "at risk" students.
3. In collaboration with neighboring school districts, develop an improved Interdistrict Attendance Policy.
4. Implement improved "Pre-Referral" practices that will improve the Student Study Team process across the seven sites.
5. Implement the new 06/07 NCSSE forms that have been adopted by the SDE.

- 6 Develop timeline and procedures for conducting the mandated 2007 Coordinated Compliance Review by the SDE.
- 7 Provide parents with strategies that will enhance the safety of students as families provide their children with home access to the Internet.

G. OTHER GOALS: MISCELLANEOUS

Objectives:

1. Support the leadership of site PTAs and the DMSEF.
2. Complete the comprehensive review of DMUSD Board policies by December 2006.
3. Adopt the 2007/2008 calendar by February 2007.
4. Explore additional grant opportunities to support pre-school program, school counseling, science, technology, physical education, and the arts.
5. Identify parent resources and business connections.
6. Develop a district directory of Business Partners.
7. Conduct every-other-year survey to measure parent satisfaction.
8. Continue with ongoing strategies and activities that promote effective communication and enhanced political effectiveness with elected officials.
9. Allocate resources to secure professional public relations leadership and service.

July 18, 2006

To: Board Members
From: Tom Bishop
Subject: Board Approval, Change of Date of the September 2006 Board Meeting to Tuesday, September 26, 2006

The Board approved calendar for the 2006 Board of Trustees meeting has established Wednesday, September 27 as the date for the regular September 2006 meeting.

Torrey Pines High School has scheduled its annual "Back to School Night" for Wednesday, September 27, which will create a conflict for at least one member of the DMUSD Board and for many community members.

The Superintendent recommends that the Board approve Tuesday, September 26, 2006 for the September Board meeting, so that Board members and the community members may attend "Back to School Night" at Torrey Pines High School and also attend the September meeting of the Board of Trustees.

FISCAL IMPACT: None.

RECOMMENDED: The Superintendent Recommends Board Approval of a Change of Date of the September 2006 Board Meeting to Tuesday, September 26, 2006

6.2

July 24, 2006

To: Board Members
From: Trish Snider
Through: Tom Bishop
Subject: 2nd Reading and Approval of Board Policy/Administrative Regulations 5030: Student Wellness

The District is required to have in place on the first day of the 2006-2007 school year a Wellness Policy with goals for nutrition guidelines and to promote physical activity. The Wellness Committee, comprised of the following members: Lisa Becker, Toni Jones, Janet Lamborghini, Sherrie Morrison, Lori Smiley, Trish Snider, Dena Whittington, Lisa Wilken, and Valerie Woodnutt, has developed the proposed Administrative Regulations. Board Policy/Administrative Regulations 5030: Student Wellness is presented for a second reading and approval to meet the required deadline.

RECOMMENDED: The Superintendent Recommends Board Approval of Board Policies/Administrative Regulations 5030: Student Wellness.

6.3

**DEL MAR UNION SCHOOL DISTRICT
STUDENTS**

BOARD POLICY 5030: STUDENT WELLNESS

Recognizing the link between student health and learning, the Governing Board is committed to providing school environments that promote and protect students' health, well being, and ability to learn by supporting healthy eating and regular physical activity.

The Superintendent/designee shall appoint a wellness committee comprised of parents, food service administrators, school administrators, board members, teachers, health professionals, and school psychologists to support the work of school wellness by developing, implementing, monitoring, and reviewing district-wide nutrition and physical activity policies.

All students in grades K-6 will have opportunities and will be encouraged to participate in regular physical activity as outlined in Board Policy 6142.7.

Foods and beverages sold or served at school will meet the nutrition guidelines specified in law and administrative regulations as outlined in Board Policy 3550.

Schools shall provide research based nutrition education and physical education as part of the health education program in grades K-6 consistent with the expectations established in the state's curriculum frameworks and integrated into core curriculum subjects, as appropriate.

The Superintendent/designee shall monitor compliance with district child nutrition and physical education policies and administrative regulations and annually receive a report from the Wellness Committee regarding the status of its work.

Legal Reference:

EDUCATION CODE

49430-49436 Pupil Nutrition, Health, and Achievement Act of 2001

49490-49493 School breakfast and lunch programs

49500-49505 School meals

49510-49520 Nutrition

49530-49536 Child Nutrition Act

49540-49546 Child care food program

49547-49548.3 Comprehensive nutrition services

49550-49560 Meals for needy students

49570 National School Lunch Act

51222 Physical education

51223 Physical education, elementary schools

Legal Reference: (continued on next page)

Legal Reference: (continued)

CODE OF REGULATIONS, TITLE 5

15500-15501 Food sales by student organizations

15510 Mandatory meals for needy students

CODE OF REGULATIONS, TITLE 5 (continued)

15530-15535 Nutrition education

15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 42

1751-1769 National School Lunch Program, especially:

1751 Note Local wellness policy

1771-1791 Child Nutrition Act, including:

1773 School Breakfast Program

1779 Rules and regulations, Child Nutrition Act

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program

220.1-220.21 National School Breakfast Program

DEL MAR UNION SCHOOL DISTRICT
STUDENTS

ADMINISTRATIVE REGULATION No. 5030: STUDENT WELLNESS

To achieve the District Wellness goals:

I. School Wellness Committee:

The school district will have an established school wellness committee to develop, implement, monitor, review, and, as necessary, revise school nutrition and physical activity policies. The committee also will serve as resources to school sites for implementing those policies. This School Wellness Committee may be represented by individuals from the school and community and should include parents, representatives of the school food services, members of the school board, school administrators, teachers, health professionals, and members of the public. They will meet a minimum of four times a school year.

II. Nutritional Quality of Food and Beverages served and sold on campus:

A. School Meals

Meals served in the Del Mar Union School District will:

- *Be appealing and attractive to children;*
- *Be served in clean and pleasant settings;*
- *Meet or exceed nutrition requirements established by local, state, and federal statutes and regulations;*
- *Offer a variety of fruit and vegetables;*
- *Serve only low-fat (1%) and fat-free milk and nutritionally-equivalent non-dairy alternatives (to be defined by USDA); and*
- *Ensure that half of the served grains are whole grain*

The schools will have available and can provide the nutritional content information for all items served in the school meal program.

B. Free and Reduced-priced Meals

Schools will make every effort to eliminate any social stigma attached to, and prevent the overt identification of, students who are eligible for free and reduced-price school meals.

C. Meal Times and Scheduling

- *Schools shall require students be seated for a minimum of 15 minutes after sitting down for lunch and shall provide 20 minutes total time for eating lunch as recommended by the National Association of State Boards of Education;*
- *Schools should schedule meal periods at appropriate times, e.g., lunch should be scheduled between 11 a.m. and 1 p.m.;*
- *Schools should not schedule tutoring, club, or organizational meetings or activities during mealtimes, unless students may eat during such activities;*
- *Schools will provide students access to hand washing or hand sanitizing before they eat meals or snacks; and*
- *Schools should take reasonable steps to accommodate the tooth-brushing regimens of students with special oral health needs (e.g., orthodontia or high tooth decay risk).*

D. Qualifications of School Food Service Staff

Qualified nutrition professionals will administer the school meal programs. As part of the school district's responsibility to operate a food service program, the district will provide continuing professional development for all nutrition professionals in schools.

E. Sharing of Foods and Beverages

Schools should monitor students sharing their foods or beverages with one another during meal or snack times, given concerns about allergies and other restrictions on some children's diets.

F. Food Service Program

Any food made available by Del Mar Union School District during the school day will follow all nutritional guidelines as outlined in Board Policy 3550.

G. Fundraising Activities

To support children's health and school nutrition-education efforts, school fundraising activities either will not involve food or will use only foods that meet the nutrition and portion size standards outlined in Board Policy 3550. The school district will make available a list of ideas for acceptable fundraising activities and encourage activities that promote physical activity.

H. Snacks

Snacks served during the school day or in after-school care or enrichment programs will make a positive contribution to children's diets and health, with an emphasis on serving fruits and vegetables as the primary snacks and water as the primary beverage. Schools will assess if and when to offer snacks based on timing of school meals, children's nutritional needs, children's ages, and other considerations. The district will disseminate a list of healthful snack items to teachers, after-school program personnel, and parents.

I. Rewards

Schools will discourage the use of foods or beverages, especially those that do not meet the nutrition standards for foods and beverages sold individually, as rewards for academic performance or good behavior,¹ and will not withhold food or beverages (including food served through school meals) as a punishment.

J. Celebrations

Schools should limit celebrations that involve food during the school day to no more than one party per class per month. Each party should include no more than one food or beverage that does not meet nutrition standards for foods and beverages sold individually. The district will disseminate a list of healthy party ideas to parents and teachers. These celebrations should occur at least 30 minutes after the lunch hour.

K. Instructional Related Activities

When food is used as part of instructional activities (science projects, cooking classes, math activities) efforts will be made to offer healthy choices that follow district nutritional guidelines.

¹ Unless this practice is allowed by a student's Individual Education Program (IEP).

III. *Physical Activity Opportunities and Physical Education:*

Physical Education (P.E.) K-6 - All students in grades K-6, including students with disabilities, special health-care needs, and in alternative educational settings, will receive 200 minutes every two weeks of physical education. Student involvement in other activities involving physical activity (e.g., interscholastic or intramural sports) will not be substituted for meeting the physical education requirement.

A. Exemptions

Temporary exemptions from physical education should be limited to students whose medical conditions do not allow for inclusion in the general, modified, or adapted physical education program.

B. Fitness Testing

School districts will administer physical fitness tests according to Board Policy 6142.7.

C. Daily Recess

All elementary school students will have at least 15 minutes a day of supervised recess, preferably outdoors, during which schools should encourage moderate to vigorous physical activity and provide appropriate space and equipment.

Schools should discourage extended periods (i.e., periods of two or more hours) of inactivity. When activities, such as mandatory school-wide testing, make it necessary for students to remain indoors for long periods of time, schools should give students periodic breaks during which they are encouraged to stand and be moderately active.

D. Physical Activity Opportunities

The school district will encourage students to walk or ride bicycles to school to the extent possible.

E. Physical Activity and Punishment

Teachers and other school and community personnel will not use physical activity (e.g., running laps, pushups) or withhold opportunities for physical activity (e.g., recess, physical education) as punishment.

IV. *Communications with Parents*

The district/school will support parents' efforts to provide a healthy diet and daily physical activity for their children. The district/school will offer healthy eating information for parents, post nutrition tips on school websites, and provide nutrient analyses of school menus. Schools should encourage parents to pack healthy lunches and snacks and to refrain from including beverages and foods that do not meet nutrition standards for individual foods and beverages. The district/schools will provide parents a list of foods that meet the district's snack standards and ideas for healthy celebrations/parties, rewards and fundraising activities. In addition, the district/school will provide opportunities for parents to share their healthy food practices with others in the school community.

The district/school will provide information about physical education and other school-based physical activity opportunities before, during, and after the school day; and support parents' efforts to provide their children with opportunities to be physically active outside of school. Such supports will include sharing information about physical activity and physical education through the website, special events, or physical education homework.

V. *Monitoring and Policy Review*

A. Monitoring

The Superintendent or designee will ensure compliance with established district-wide nutrition and physical activity wellness policies. In each school, the principal or designee will ensure compliance with those policies in his/her school and will report on the school's compliance to the school district superintendent or designee.

The Superintendent or designee will annually develop a summary report on district-wide compliance with the district's established nutrition and physical activity wellness policies. That report will be provided to the School Board and the District Wellness Committee for review and recommendations. Information will also be provided to school principals, parent/teacher organizations and school health services personnel in the district.

B. Policy Review

To help with the initial development of the district's wellness policies, each school in the district will conduct a baseline assessment of the school's existing nutrition and physical activity environments and policies through the auspices of the school nurse and health offices. The results of those school-by-school assessments will be compiled at the district level to identify

and prioritize needs and forward the results to the District Wellness Committee.

Assessments will be repeated every three years to help review policy compliance, assess progress, and determine areas in need of improvement. As part of that review, the school district will review the nutrition and physical activity program elements and the provision of an environment that supports healthy eating and physical activity. The district will, as necessary, revise the wellness policies and develop work plans to facilitate their implementation.

Legal Reference:

EDUCATION CODE

49430-49436 Pupil Nutrition, Health, and Achievement Act of 2001
 49490-49493 School breakfast and lunch programs
 49500-49505 School meals
 49510-49520 Nutrition
 49530-49536 Child Nutrition Act
 49540-49546 Child care food program
 49547-49548.3 Comprehensive nutrition services
 49550-49560 Meals for needy students
 49565-49565.8 California Fresh Start pilot program
 49570 National School Lunch Act
 51222 Physical education
 51223 Physical education, elementary schools

CODE OF REGULATIONS, TITLE 5

15500-15501 Food sales by student organizations
 15510 Mandatory meals for needy students
 15530-15535 Nutrition education
 15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 42

1751-1769 National School Lunch Program, especially:
 1751 Note Local wellness policy
 1771-1791 Child Nutrition Act, including:
 1773 School Breakfast Program

1779 Rules and regulations, Child Nutrition Act

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program
 220.1-220.21 National School Breakfast Program

Cross Reference:

Board Policy 3550
 Board Policy 6142.7
 Board Policy 5141.21

Special Board Meeting of July 24, 2006

July 19, 2006

To: Board Members

From: Rodger Smith

Through: Tom Bishop

Subject: Approval of Award of Bids, Subject to Final Approval of Project Construction Plans by the Department of the State Architect, to the Lowest Responsible Bidder for Each of the Sixteen Trade Packages for the Construction of Ocean Air School.

Initial announcement of the solicitation of bids for the construction of Ocean Air School took place on June 15, 2006. Bids for sixteen different trade packages were solicited. Bids were opened on Wednesday, July 19, 2006. District staff is pleased to report that the total amount of the bids, approximately \$24 million, is within budgetary expectations for the project.

Due to the short timeline between bid opening and the necessity of analyzing the bids to insure compliance with bidding requirements, the specific list of lowest responsible bidders for each trade package and the amount of each of the contracts is not included for your review at this time. We expect that this information will be available for Board members on Friday, July 21; it will be delivered to Board members as soon as it is available. The delivery of this information is structured in this way in order to expedite the approval process for awarding the bids. Any delay in this process at this point would create a significant hardship in terms of the district's ability to meet the aggressive construction schedule that has been established for this project.

FISCAL IMPACT: The fiscal impact of awarding the contracts referenced above is approximately \$24 million. Expenditures for the construction of Ocean Air School will be supported by funds from the North City West JPA, the DMUSD CFD 95-1 and the State of California.

RECOMMENDED: The Superintendent Recommends Approval of Award of Bids, Subject to Final Approval of Project Construction Plans by the Department of the State Architect, to the Lowest Responsible Bidder for Each of the Sixteen Trade Packages for the Construction of Ocean Air School.

7.1

Special Board Meeting of July 24, 2006

Special Board Meeting/, July 24, 2006

July 21, 2006

To: Board Members
From: Linda Luce
Through: Tom Bishop
Subject: Approval of a Contract Between the Del Mar Union School District and Geocon, Inc. for Geotechnical Observation and Testing Services for Ocean Air School not to exceed \$94,100.

Geotechnical observations and testing are required during site grading, site improvements, backfilling of underground utility trenches and retaining walls, preparation and compaction of hardscape and pavement subgrade, and the placement and compaction of aggregate base and asphalt concrete in paving areas. Observation is also required during remedial grading excavations for the cut/fill transitions and for foundation excavations.

In 2001, Geocon, Inc. participated in the initial soils reporting to verify that fill soils placed on the subject site have been properly compacted and suitable for support of structures. In 2005, the District contracted with Geocon to prepare the soils report that will be utilized during construction of Ocean Air School. Therefore; based upon Geocon's prior knowledge of conditions at this site, contracting with this firm will facilitate a seamless transition to construction on the site.

FISCAL IMPACT: Expenses for geotechnical services will be Supported by NCWJPA Construction Funds

RECOMMENDED: The Superintendent recommends that the Board Approve the Proposed Contract between the Del Mar Union School District and Geocon, Inc. for Geotechnical Observation and Testing Services for Ocean Air School not to exceed \$94,100.

*7.2

July 24, 2006

To: Board Members

From: Dena Whittington

Subject: Approval of 2006/2007 Annual Vended Meal Agreement between Del Mar Union School District and San Dieguito High School District

Over the past few months, I have been working very closely with the California Department of Education, the San Diego County Office of Education, and the Department of Environmental Health. The goal while working with the various agencies is to ensure the students in the Del Mar Union School District (DMUSD) will receive a quality, nutritious meal during the 2006-2007 school year. The meals will be prepared and served in accordance with all applicable health and safety requirements. The nutritional value will meet guidelines set forth by the National School Lunch Program.

Since the DMUSD does not have food preparation facilities Ed Code allows us to ask a surrounding school district to provide prepared meals for our students. After surveying neighboring districts and evaluating their capacity to provide packaged meals for our students, we have initiated a new food service collaboration with the San Dieguito Union High School District (SDUHSD). SDUHSD has developed a process to prepare and package nutritional meals for DMUSD students at the Carmel Valley Middle School kitchen. A SDUHSD staff nutritionist will plan meals and menus. The nutritional value of the 2006/2007 meals will meet the United States Department of Agriculture requirements and qualify for the National School Lunch Program funding.

Attached is the proposed agreement with the SDUHSD that will provide prepared meals to the students of the DMUSD during the 2006/2007 school year. The cost per meal to the DMUSD will be \$2.65 as ordered. The DMUSD will order meals one week in advance based on pre-payment orders by parents. A limited number of alternative meals will be available for students who do not take advantage of pre-payment procedures. The two districts will be working very closely together in the first few weeks of implementation to determine the daily demand for lunches.

The high school district developed the attached Meal Agreement between the DMUSD and the SDUHSD with significant input from Helen Kerrian, the DMUSD nutritional consultant. DMUSD legal counsel has also reviewed the agreement.

FISCAL IMPACT:

Revenue and expenditures for 2006/2007 meals will be recorded in the Cafeteria Fund, as required by Federal and State Law.

RECOMMENDED:

The Superintendent recommends approval of the 2006/2007 Annual Vended Meal Agreement between Del Mar Union School District and San Dieguito Union High School District so that both school districts can implement the Vended Meal Agreement for the 2006/2007 school year.

ANNUAL VENDED MEAL AGREEMENT

This agreement between the San Dieguito Union High School District of San Diego County, California, hereinafter called the "High School District" and the Del Mar Union School District of San Diego County, California, hereinafter called the "Elementary District" is made for the purpose of providing lunches to the Elementary District that comply with the nutrition standards established by the United States Department of Agriculture.

It is hereby agreed and/or noted that:

- Pursuant to California Education Code, Section 11001, which provides that, "One school district may perform services for another school district and receive pay from the other school district for the performance of the school service, whenever a contract covering the performance of and the payment for school services has been entered into by and between the governing boards of the school districts concerned".
- Pursuant to California Education Code, Section 49554, which provides that "Any school district or county superintendent of schools which has had no food service employees since July 1, 1977, or has inadequate or no food preparation facilities as determined by the State Department of Education, and is, therefore, unable to provide nutritionally adequate breakfast or lunch, or both, may contract for the preparation, delivery, and service of those meals. Any contract for the preparation, delivery, and service of meals shall not be deemed to establish food service positions for the purposes of Section 39902.

Prior to contracting for preparation, delivery, and service of such meals, a school district shall certify to the State Department of Education that no school district in the county nor the county superintendent of schools has the facilities and is willing to furnish those services."

Meal Planning and Preparation

- The High School District shall prepare the meals at the Carmel Valley Middle School Kitchen located at 3800 Mykonos Lane, San Diego, 92130. This preparation site will maintain the appropriate State and local health certifications for the facility. At any time, the Elementary District may request a tour of named facility and/or full disclosure of the most recent Department of Environmental Health Inspection Report as well as the current Health Permit.
- The High School District will provide nutritionally adequate meals defined as qualifying for reimbursement under the National School Lunch Program. The meal includes preparation of all components (except fluid milk) and required utensils, namely tray, napkin, spork and straw.

- Milk provided with the meal will be directly delivered from distributor to the Elementary District, as has been customary and past practice. The Elementary District will be solely responsible for ordering, buying and delivery of milk.
- Meals will meet the regulatory menu nutritional requirements using the Nutrient Standard Menu Planning (NSMP) approach. NSMP requires nutritional analysis of foods used in school meals using USDA approved computer software. The High School District utilizes approved "NutriKids" software to analyze menus for program requirement compliance. The High School District will provide the Elementary District with the nutrition analysis of menus. When nutrients are averaged over a school week, the menu must:
 - Provide 1/3 of the RDA for specific nutrients as well as 1/3 of calorie needs for each age or grade group for lunch
 - Ensure that meals are consistent with the Dietary Guidelines for Americans
 - Offer Versus Serve will be implemented in the Elementary District.
- The High School District will provide the Elementary District with monthly cycle menus two weeks before the beginning of a new month. Monthly cycle menus will include nutrition education. The Elementary District shall be responsible for printing and distribution of menus.

TRANSPORT AND SERVICE

- The Elementary District shall provide the High School District with adequate quantities of hot and cold transporting equipment.
- The High School District shall be responsible for maintaining Elementary District equipment (namely, hot and cold transport equipment) while in its charge. In case of abuse, the Elementary District retains the right to charge the High School District for replacement/repair.
- The Elementary District will be responsible for providing Elementary District staff to transport meals from the High School District and to serve meals at the Elementary school sites.
- The pick-up of prepared meals will be at a mutually agreed upon time.
- The Elementary District will be responsible for returning transport carts to the High School District by 2:30 p.m. The High School District will be responsible for cleaning and sanitizing carts for the following day.
- The Elementary District will be responsible for ensuring its employees are trained in proper food handling and sanitation and maintain required Food Handler Certification.

MEAL ORDERS, PRICING AND INVOICING

- The High School District is obligated to provide meals on days when the Elementary District is in session despite any differences between the High School District and Elementary District calendars.
- The Elementary District is responsible providing the annual school calendar and for informing the High School District of any schedule changes, field trips, minimum days, etc. that may cause a change in meal preparation amounts in a mutually agreed upon, timely fashion.
- The Elementary District will notify the High School District of the number of meals/count needed per day one week in advance to allow the High School District sufficient time to place necessary food and supply orders. The number of meals prepared by the High School District will be equal to the number of meals ordered by the Elementary District. A mutually agreed upon procedure will be established to afford for an increase in the minimum count. The Elementary District is obligated to accept and pay for the number of meals requested and not necessarily served.
- When requested by the Elementary District, the High School District will provide sack lunches for field trips that meet the meal pattern requirements (except for milk). Field trip meals must be requested at least one week in advance. The cost per lunch will remain the same as for the regular lunch. The Elementary District will be responsible for maintaining the appropriate temperature of lunches until served.
- The Elementary District will pay the High School District \$2.65 per meal ordered.
- The High School District will provide production records with meal counts daily to Elementary District with delivery of meals.
- The High School District will submit to the Elementary District itemized invoices for the meals provided on a monthly basis. The Elementary District will submit payment to the High School District on or before the 30th day of the following month.

FOOD SAFETY

- Both parties will be responsible for maintaining proper temperatures (as defined by County of San Diego Department of Environmental Health) and integrity of the meal components. The High School District shall be responsible for safe and proper temperatures of the meals until they are picked up by the Elementary District's transport vehicle at Carmel Valley Middle School kitchen. The Elementary District shall be responsible for maintaining safe and proper temperatures of the meals until they are consumed.

ADDITIONAL SERVICES

- The High School will provide additional meal services to the Elementary District, such as adult meals and catering, upon mutual agreement of the designated representatives of both districts.
- The High School District will work in collaboration with the Elementary District to survey students and parents with the goal of providing a menu that is not only nutritious but also acceptable to its consumers.

COMPLIANCE

- Both parties will comply with all applicable federal, state, and local statutes and regulations with regard to the preparation and service of National School Lunch Program, including, but not limited to all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records maintained by both parties shall be open and available by Federal, State and local authorities in accordance with applicable statutes and regulations.
- The Elementary District agrees to appoint a District representative, Dena Whittington, Assistant Superintendent of Business Services, or designee, to be the contact person for communication between the parties of this Agreement. The High School District appoints Nutrition Services Director, Alicia Pitrone, or designee, to be the contact person for communication between the parties of this Agreement.
- High School District shall hold harmless, defend and indemnify the Elementary District and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the High School District, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused in whole or in part by the active negligence, sole negligence, or willful misconduct of the Elementary District.
- Elementary District shall hold harmless, defend and indemnify the High School District and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Elementary District, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused in whole or in part by the active negligence, sole negligence, or willful misconduct of the High School District.

Pursuant to the hold harmless and indemnification requirements of this agreement, each district will keep and maintain at its sole expense general liability insurance, including extended

coverage for completed operations and product liability with limits of no less than \$1,000,000 for each occurrence.

- Elementary District will keep and maintain automobile liability insurance with limits of no less than \$1,000,000 per occurrence for bodily injury and property damage.
- Workers' Compensation Insurance. Each district agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities described herein.
- High School District and Elementary District will each provide to the other a certificate of insurance evidencing all coverages and minimum limits required by this agreement and name the certificate holder as an additional insured. The certificate of insurance shall specify that coverage will not be cancelled or modified without 30 days prior written notice to the certificate holder.
- High School District and Elementary District agree to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to each district, its business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- High School District and Elementary District, in the performance of this Agreement, shall be and act as an independent contractor and that no joint venture or joint powers authority is created herein. Each district understands and agrees that it and all of its employees or agents shall not be considered officers, employees or agents of the other district, and are not entitled to benefits of any kind or nature normally provided employees of the other district and/or to which the other district's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Each district assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the service to be provided under this Agreement.
- This Agreement contains the entire agreement and understanding concerning the work to be performed. High School District and Elementary District understand, acknowledge and agree that no party, or the agents or attorney for any party, has made any promise, representation or warranty of any kind whatsoever, express or implied, not contained herein or therein to induce the execution of this Agreement. High School District and Elementary District understand, acknowledge and agree that this Agreement has been executed in reliance upon any promise, representation, or warranty not contained herein.
- This Agreement may not be amended except by a writing signed by the each district.
- This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Any legal or administrative action arising out of this Agreement shall be conducted in San Diego County, California.

- If any party to this Agreement commences an action against another party to this Agreement, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees, expert fees and all other costs of such action.
- If any section, subsection, sentence, clause or phrase of this Agreement, or the application thereof to any of the parties, is for any reason held invalid or. Unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the parties to this Agreement.
- In interpreting this Agreement, it shall be deemed that the parties prepared it jointly with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.
- Either party, upon thirty (30) days written notice thereof to the other party, may cancel this agreement.
- Written notices to the High School District shall be delivered to the San Dieguito Union High School District, 710 Encinitas Blvd., Encinitas, CA 92024. Written notices to the Elementary School District shall be delivered to the Del Mar Union School District, 225 Ninth Street, Del Mar, CA 92014.
- The term of this agreement will be for one (1) year beginning August 1, 2006 through June 30, 2007. By April 1st of each contract year, both parties will notify the other district of their intent to renew the contract for the following school year. Upon mutual agreement of both parties, this agreement may be extended annually for four (4) one-year periods.

In WITNESS WHEREOF, the parties hereto have executed this agreement on:

Dated: _____

Dated: _____

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT, SAN DIEGO COUNTY, CALIFORNIA

DEL MAR UNION SCHOOL DISTRICT, SAN DIEGO COUNTY, CALIFORNIA

By: _____
Stephen G. Ma
Associate Superintendent/Business

By: _____

Approved by the Governing Board
On _____

Approved by the Governing Board
On _____

July 24, 2006

To: Board Members

From: Dena Whittington

Subject: Authorization to enter into Agreement with the California Department of Education to participate in the National School Lunch Program.

The National School Lunch Program is a federally funded program that assists school and other agencies in providing nutritious lunches to children at reasonable prices. The United States Department of Agriculture is responsible for overseeing the program nationally. In California, the California Department of Education, Nutrition Services Division administers the Program.

For children, the National School Lunch Program provides a nutritious meal that complies with the 1995 Dietary Guidelines for Americans. For parents, the program offers a convenient method of providing a nutritionally balanced lunch at the lowest possible price. For school, the program enhances children's learning abilities by contributing to their physical and mental well-being. Studies have shown that children whose nutritional needs are met have fewer attendance and discipline problems and are more attentive in class.

The California Department of Education (CDE) will reimburse the Del Mar Union School District for operating the National School Lunch Program. The agreement will be renewed annually once approved by the CDE.

On June 26, 2006, Linda Grondin drafted a letter to the Del Mar Union School District regarding the 2005-2006 lunch program. Ms. Grondin is a Child Nutrition Consultant with the California Department of Education. Ms. Grondin performed a review of our milk program in the spring. During that review she was made aware of some weaknesses in the program as it was being administered in 2005-2006.

The California Department of Education is recommending that the Del Mar Union School District enter into the National School Lunch Program. The California Department of Education believes that once the district is a participant in the National School Lunch Program, the nutritional quality of our lunches will be improved. In addition, the district will be eligible to receive additional funding from State and Federal funding sources.

The letter sites the District's practice of recording revenues and expenditures of the 2005-2006 vended lunch program in the General Fund. The Del Mar Union School District Board of Trustees at the June 28, 2006 Board meeting approved the transfer of both revenues and expenditures related to the 2005-2006 vended program to the Cafeteria Fund. The transfer will be reflected in the 2005-2006 Unaudited Actuals at the August 30, 2006 board meeting.

There are other concerns outlined in the June 26 letter. I have personally been working with Helen Kerrian to implement a successful and compliant lunch program in 2006-2007. This new program will address the concerns of Ms. Grondin and the California Department of Education. The written response requested by Ms. Grondin will be drafted this week. An update of our progress will include the results of today's special board meeting.

FISCAL IMPACT: Estimated funding of \$80,000 will be deposited in the Cafeteria Fund.

RECOMMENDED: The Superintendent recommends authorization to enter into agreement with the CDE to participate in the National School Lunch Program.



CALIFORNIA
DEPARTMENT OF
EDUCATION

1430 N STREET
SACRAMENTO, CA
95814-5901

June 26, 2006

JACK O'CONNELL

State Superintendent of
Public Instruction

PHONE: (916) 319-0800

Dena Whittington
Assistant Superintendent of Business Services
Del Mar Union School District
225 Ninth Street
Del Mar, CA 92014

Dear Ms. Whittington:

I am writing in follow-up to your recent Milk review, since we have subsequently been made aware of serious concerns with your district's meal operation that lead us to believe that some of the meal service practices at your District violate several federal and state regulations. As the Child Nutrition Consultant assigned by the California Department of Education's (CDE's) Nutrition Services Division (NSD) to monitor your district's food service operations, I am interested in documenting what your district's practices have been, reviewing with you how these are likely to have violated state and federal regulations, and determine the appropriate actions for both CDE and your district to take to ensure corrective action. I also have been in contact with Helen Kerrian and am aware that your district is working to contract for her services to help implement the National School Lunch Program (NSLP).

I strongly recommend that the Del Mar Union School District (District) enter into an agreement with our office to implement the NSLP, since doing so is likely to improve the nutritional quality of the meals provided by the district and would also result in the district receiving an increased reimbursement in state and federal meal funding.

Our understanding is that the district has arranged for a vendor to come on campus and provide lunch meals to students at a cost of \$4.00, of which \$1.00 is directed for support of educational programs and/or teachers. It is also our understanding that the district meets the state meal mandate by providing needy students this meal free of charge. Districts are obligated by law to separate the funds obtained from selling food on campus into a non-profit food service account, in order to maintain and enhance school food service operations, and the law requires that funds from the sale of food are to be used solely for the maintenance and improvement of the food service program.

In particular, the following is a list of the federal and/or state laws that we believe pertain to your district's current food service practices:

- Federal law, *Title 7, Code Federal Regulations, Part 215*, requires that the revenues from milk sales and Special Milk Program reimbursement be kept in a nonprofit cafeteria account to be used solely for the operation or improvement of your milk service.

Dena Whittington, Asst. Superintendent Business Services, Del Mar USD
 June 19, 2006
 Page 2

- State law, California *Education Code (EC)*, sections 38080, et seq. require the revenues from the sale of food to be deposited into the cafeteria fund, solely for the maintenance and improvement of school food service.
- EC Section 49554 requires your district to prove to our department that you have had no food service employees since July 1, 1977, or that you have inadequate or no food preparation facilities to provide nutritious meals, before you can contract with a vendor to provide meals.
- EC Section 49554 also requires that before your district can contract for food services, your district would need to ask surrounding districts if they want to provide meals to your students and certify to our Department that no district in the county is willing or has the facilities to do so.
- EC Section 51520 (school premises; prohibited solicitations) does not allow vendors to come on campus and solicit anything (food) if not under the control of the school district.
- EC Section 38101(f) refers to the consequences of improperly transferring cafeteria account funds to the general fund; whereas the Superintendent can direct the school district to transfer double the amount improperly transferred.
- The State Meal Mandate requires that a nutritionally adequate meal, *one that qualifies for reimbursement under the National School Lunch Program*, be served to all enrolled needy children in K-12 districts.

For your convenience, I have provided the Web site for Management Bulletin 05-114 that describes the required bid procedures for vendor contracts:
<http://www.cde.ca.gov/ls/nu/sn/mb05114.asp>.

ACTION: Please provide in writing a detailed description of your district's meal service operations and the extent to which your district has complied with the above state and federal requirements, so that we can work with you on a corrective action plan and compliance with all requirements. This documentation is due within 30 days from the date of this letter. Please send it to me at:
11403 West Bernardo Court, San Diego, California 92127.

We are pleased to see your commitment to improving your meal operations, as indicated by your work with Helen Kerrian and your interest in operating the NSLP. The benefits of providing a NSLP meal service in your district are many. The District should consider that the NSLP provides reimbursement for all free, reduced-price, and paid meals served (currently, your district only receives reimbursement for meals served to free and reduced-price eligible children via State Meal Mandate and for Milk Program. Both federal and State reimbursement are available for reimbursable meals and the rates are likely to increase annually. The Governor and Legislature are finalizing their adoption of a \$.07 increase in the level of state meal reimbursement, which would increase the reimbursement received, effective July 1, 2006.

For your convenience I am also including the Web site for the 2005-06 reimbursement rates: <http://www.cde.ca.gov/ls/nu/rs/rates0506.asp#snp>. In addition, I have inserted a

Dena Whittington, Asst. Superintendent Business Services, Del Mar USD
 June 19, 2006
 Page 3

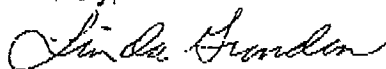
chart below that illustrates the District's ***potential*** annual reimbursement based upon *average* federal participation rates. I have used the District's free, reduced-price, and paid eligible numbers for the calculation. Your reimbursement will vary based upon your actual participation rates (Column B). Anticipate participation (column B) to be low first starting out. Therefore, reimbursement will be lower. The revenues from reimbursement for each meal sold will increase as student participation increases.

Meal Type Claimed	Del Mar District's Eligible Children Per Meal Type (A)	Federal Average Participation Rate for lunch (B)	Potential Average Number of Meals Served Per Day by Meal Type (C) [(A) x (B)]	Federal and State Meal Reimbursement for 2005-06 by Meal Type (D)	Potential Reimbursement per Day by Meal Type (E) [(C) x (D)]
<i>Free</i>	75	.888	65	\$ 2.46	\$ 159.90
<i>Reduced Price</i>	50	.729	36	\$ 2.06	\$ 74.16
<i>Paid</i>	3,606	.419	1,511	\$0.22	\$ 332.42
				Total \$ for the day = (F) →	\$ 566.48
				Potential Annual Reimbursement = (G) [(F) x 180 days] →	\$ 566.48 X 180 = \$ 101,966.40 Total \$ for 180 days / year

More importantly, your students will be presented with a well-balanced, nutritious meal with adequate calories, which may reduce the consumption of less nutritious foods. Students consuming adequate nutrition and calories have shown through studies to achieve better academically, be more alert, be less disruptive in class, and have better attendance. Implementation of the NSLP is a major addition to your wellness policy.

If you are concerned with the multitude of requirements associated with the NSLP, please keep in mind that I am more than happy to meet with you to discuss all of the requirements. I can be reached at (858)-674-5460 or email at lgrondin@cde.ca.gov
 Thank you for considering this change.

Sincerely,



Linda Grondin, Child Nutrition Consultant
 Nutrition Services Division, Field Services Unit

July 24, 2006

To: Board Members
From: Dena Whittington
Subject: Authorization to implement "Offer Versus Serve" lunch regulation under the National School Lunch Program.

Local school district food administrators have the option of implementing "Offer versus Serve" lunch regulation at elementary schools. The goal of "Offer versus Serve" program is to minimize plate waste and to encourage schools to offer more food choices.

Meals offered to students will include at least three menu items: an entrée, fluid milk and another menu item. Students must select at least two of the three menu items. One of the two menu items must be an entrée. If more than three menu items are offered as a meal unit, students may decline no more than two menu items of the meal unit. (Students may never decline the entrée.)

Student meals will be checked at the point of service to ensure student have selected components to qualify as a reimbursable meal.

Sample Meal:

Orange Chicken Rice Bowl
Mixed Salad Cup
Pineapple Tidbits
Jungle Crackers
Milk

The student would need to take the Orange Chicken Rice Bowl and two other items since five items have been offered in order to have the meal qualify for reimbursement.

Although items may be refused, the child receives the most nutritional benefit when the entire meal is selected. To encourage children to take the entire lunch, regulations stipulate that the price of the lunch remains the same whether a child takes the entire lunch or if they refuse one or two items.

FISCAL IMPACT: None

RECOMMENDED: The Superintendent recommends approval of the "Offer Versus Serve" lunch regulation under the National School Lunch Program

8.3

July 24, 2006

To: Board Members
From: Dena Whittington
Subject: Transportation of Packaged Student Meals

Assuming the Board approves the Vended Meal Agreement at tonight's meeting, the Del Mar Union School District will become responsible for the pick up of student meals from Carmel Valley Middle School kitchen and the delivery of the student meals to our seven school sites. This new District function will require a delivery van and vehicle specs have been solicited from other districts in the county. The Maintenance Department is in the process of acquiring quotes. Financing for the vehicle will be a one-year lease term and the Cafeteria Fund will fund the lease payments. The Business Services Department expects to have lease documents available at the August 30, 2006 Board meeting.

As outlined in the California Department of Education Management Bulletin 02-134, the temperature of the food must be regulated from the time the packaged meals are prepared at the Carmel Valley Middle School kitchen until the student is served. Temperature regulation is accomplished by using hot and cold carts. The DMUSD Business Services Department has received three quotes for each type of cart. The total cost of the new hot and cold carts is \$35,213. CDE Management Bulletin 00-109 states: "it is the district's responsibility to provide adequate facilities for their programs." Therefore, the initial acquisition of the carts will be a General Fund expense. The Purchase Order for the above hot and cold carts will be a consent item on the Agenda for the August 30, 2006 Board meeting. Please see attached documentation for quotes and Management Bulletins referenced.

FISCAL IMPACT: Purchase of carts will be a \$35,213 expenditure to the General Fund. Lease payments for the vehicle will be an expense charged to the Cafeteria Fund.

RECOMMENDED: For information only.

8.4

**Del Mar Union School District
 Quotes for Hot Carts
 July 24, 2006**

Vendor	Hot food Boxes, Inc.	San Diego Restaurant Supply	Economy Restaurant Supply
8 Hot Carts	\$ 28,940.76	\$ 28,080.00	\$ 30,540.00
Tax	2,242.91	2,176.20	2,366.85
Total	<u>\$ 31,183.67</u>	<u>\$ 30,256.20</u>	<u>\$ 32,906.85</u>

**Del Mar Union School District
 Quotes for Cold Carts
 July 24, 2006**

Vendor	Economy Restaurant Supply	San Diego Restaurant Supply	F.S.E. Inc.
8 Cold Carts	\$ 4,232.00	\$ 4,608.00	\$ 4,200.00
8 Ice Pack Kits	415.84	455.20	400.00
Sub-Total	<u>4,647.84</u>	<u>5,063.20</u>	<u>4,600.00</u>
Tax	360.21	392.40	356.50
Total	\$ <u>5,008.05</u>	\$ <u>5,455.60</u>	\$ <u>4,956.50</u>

Taken from: <http://www.cde.ca.gov/ls/nu/sn/mb02134.asp>
 Last modified: Tuesday, September 13, 2005

Management Bulletin 02-134

Nutrition Services Division	
To: School Nutrition Program Sponsors	Number: 02-134
Attention: Food Service Director	Date: December 2002
Subject: Transportation of Food	
Reference: Assembly Bill 2798.	

This Management Bulletin provides information regarding Assembly Bill (AB) 2798 (Chapter 532, Statutes of 2002), signed into law on September 13, 2002, and effective January 1, 2003.

AB 2798 amends Health and Safety Code Sections 110960, 113740, 113925, and 113995 relating to retail food facilities. The bill establishes temperature requirements for transportation of any potentially hazardous foods. When such foods are being transported to or from a retail food facility for longer than thirty minutes, temperatures must be maintained below 45 degrees Fahrenheit or above 140 degrees Fahrenheit at all times. Also, for the purpose of enforcing the California Uniform Retail Food Facilities Law, AB 2798 authorizes local enforcement officials to enter and inspect, at specific locations, vehicles that are transporting food to or from retail facilities.

AB 2798 is available at: <http://www.leginfo.ca.gov/bilinfo.html> (Outside Source)

Please share this information with your district/agency management and business personnel as appropriate.

Questions: Ronna Jakobitz | rjakobit@cde.ca.gov | 800-952-5609

Taken from: <http://www.cde.ca.gov/ls/nu/sn/mb00109.asp>
 Last modified: Tuesday, September 13, 2005

Management Bulletin 00-109

Nutrition Services Division	
To: All Sponsors of National School Lunch and School Breakfast Programs, County Superintendents of Schools, Diocesan Superintendents of Schools	Number: 00-109
Attention: Food Services Directors	Date: March 2001
Subject: Use of Cafeteria Funds - Update	
Reference: Title 7, Code of Federal Regulations (7 CFR), Office of Management and Budget, California Education Code, California School Accounting Manual, Management Bulletin 95-107 June 1995	

This Management Bulletin provides clarification on appropriate uses of nonprofit school food service funds. Since the Nutrition Services Division issued Management Bulletin 95-107 in June 1995, we have received a number of questions regarding the proper use of cafeteria funds. To assist nutrition program sponsors in ensuring fiscal integrity, this Management Bulletin summarizes these questions and the United States Department of Agriculture's (USDA) responses.

7 CFR 210.14(a) states: "Revenues received by the nonprofit school food service are to be used only for the operation and improvement of such food service, except that such revenues shall not be used to purchase land or buildings, unless otherwise approved by FNS, or to construct buildings."

Questions and Answers

1. **Can school food service funds be used for the construction of lunch shelters and/or cafeterias?**

No. USDA has recently denied requests from two school districts to use school food service funds for this purpose. USDA stated that "it is the district's responsibility to provide adequate facilities for their programs." As a general guideline, *using food service revenues to construct buildings is not allowed*. The cost of upkeep of grounds, necessary maintenance, normal repairs, and alterations are allowable to the extent that expenditures keep property "in an efficient operating condition and do not add to the permanent value of property or appreciably prolong its intended life." Costs incurred for ordinary and normal rearrangement and alteration of facilities (i.e., making room for a larger freezer or installing additional counter spaces) are allowable.

2. **Can school food service funds be used to lease a jukebox?**

No. School food service funds may only be used to operate the school nutrition programs. "Operate" includes, for example, buying and storing food or preparing and serving meals. Although a jukebox may be located in the cafeteria to provide ambiance, it is not related to the operation of the school nutrition program as interpreted by USDA.

3. **It is commonly understood that food service funds cannot be used to paint a cafeteria, but what is the definition of "paint?" Is a mural or other graphics "paint?"**

Painting is an allowable expense when it is used for the improvement of the school

nutrition program. USDA encourages sponsors to be prudent in using program funds for such improvements.

As interpreted by USDA, using a substantial amount of food service funds for an expensive artist's commission for food service murals or other graphics would not be prudent. However, using food service funds to buy paint and materials for a mural by students to enhance the food service area would be prudent use.

4. **It is commonly understood that food service funds cannot be used for air conditioning. Can you clarify whether funds can be used for either the purchase of and/or installation of air conditioning? Can school food service funds be used for portable evaporative or air conditioning units?**

The answer to both questions is "no." Although the work environment is greatly enhanced by air conditioning, USDA's interpretation is that air conditioning (or any other service system, such as telephone, gas, or electricity) is generally regarded as a district expense.

5. **Numerous food service departments are undertaking massive renovation of cafeterias, such as turning them into food courts. It is commonly understood that food service funds cannot be used to renovate a *dining area* but may be used to renovate a *servicing area*. If the dining area also houses several serving areas, may school food service funds then be used for this type of renovation? Are waivers required?**

USDA classifies renovations as either construction or non-construction. Non-construction-type renovations, such as remodeling or changing flooring, are allowable. Construction-type renovations are not allowable. USDA considers construction-type renovations to be anything that changes the dimensions of a structure, for example, moving or changing a wall. Schools wishing to use school food service funds for construction-type renovations may submit a request to the CDE for an exemption to 7 CFR 210.14(a). Refer to Section 11000 of the School Nutrition Programs Guidance Manual for information and procedures to request USDA exemptions.

6. **Can school food service funds be used to pay the salaries of staff whose duties are not related to a food services department *and* who are not completing any duties for a food services department?**

No. Only the salaries and benefits of staff who work full or part-time in the food service operation may be paid from the funds in the school food service account. Staff who spend a portion of their day performing duties related to food service, such as secretaries processing applications or monitoring children while they eat, may be paid using food service funds for the portion of time spent on these duties.

7. **Can school nutrition program employees be provided meals, while on duty, at program expense?**

Yes. Employees whose duties involve the preparation and service of meals, and personnel involved in supervising these functions, may be provided a meal at program expense. This also includes student workers.

8. **May cafeteria funds be used to pay for a menu board? The menu board is a lighted display with a 35-inch monitor, can use a video tape, and has audio for use with a tape or microphone.**

This is an allowable expense if it is directly related to the service of meals and is located in the kitchen. However, if it is located in the cafeteria and the school district uses it for purposes other than food service, such as displaying sport scores, the district must share the burden of the cost, operation, and maintenance of the equipment.

9. **Can we use cafeteria funds to build a ramp leading to the kitchen?**

This is not a "yes" or "no" question. It is best to check with a licensed contractor to determine what effect the addition of the ramp will have on the useful life and permanent value of the building. As stated in the answer to Question 1, the cost of alterations are allowable to the extent that they keep property in an efficient operating condition and do not add to the permanent value of property or

appreciably prolong its intended life.

10. **Is the cost of transporting children to the cafeteria or central kitchen to attend a nutrition education activity an allowable cafeteria expense?**

No. However, the costs associated with the actual nutrition education activity for students (such as food, utensils, paper products, or staff time) is allowable as long as the activity is not part of a regular nutrition class and the food service department is actively involved in the nutrition education activity.

11. **Are legal costs associated with the defense of a lawsuit (or other legal action) brought against us by an outside party (such as a parent or vendor) allowable?**

The costs may be allowable. The decision to allow or disallow legal costs depends on whether:

- The sponsor is being sued as a result of its program responsibilities (allowable) or its non-program responsibilities (unallowable).
 - The sponsor followed the rules; for example, if the sponsor made disallowances in accordance with the regulations or provided due process (allowable).
 - The sponsor is being charged with a violation of federal law (unallowable).
12. **Can food service funds pay for gift items such as watches, pen sets, or plaques for food service employees when they retire or celebrate length of service, such as 25 years?**

Awards of minimal value, such as length of service pins or certificates of appreciation, for food service employees may be purchased from cafeteria funds. Awards given to employees to improve performance are not allowable.

USDA encourages nutrition program sponsors to use prudent judgment and base their decisions about using food service funds on the guidance provided in applicable program regulations: OMB Circulars A-87, "Cost Principles for State, Local, and Indian Tribal Governments" for public school agencies and A-122, "Cost Principles for Nonprofit Organizations" for private nonprofit agencies.

Program regulations may be requested by calling the Resource and Information Management Unit at (916) 445-0850 or (800) 952-5609. You may also download them from the Internet at the following addresses:

- Code of Federal Regulations: www.access.gpo.gov/nara/cfr/cfr-table-search.html (Outside Source)
- OMB Circulars: www.whitehouse.gov/omb/circulars/ (Outside Source)

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Questions: Ronna Jakobitz | rjakobit@cde.ca.gov | 800-952-5609

July 24, 2006

To: Board Members
From: Dena Whittington
Subject: Approval 2006/2007 Meal and Milk Price for Students and Adults.

According to State and Federal regulations the DMUSD lunch program must be operated on a nonprofit basis. School Food Authorities operating a pricing program shall establish meal prices that are affordable to students, cover the cost of preparing the meal, and do not result in a profit.

Program regulations require that all reimbursable school lunches be priced as a unit. In addition, offer versus serve provision must not affect the selling price of the lunch as established by the district. Regardless of which items a student chooses, he or she must pay the established full or reduced price meal charge, as appropriate. Student eligible for free meals pay nothing. It has been past practice in the Del Mar Union School District that students identified as being eligible for reduced price meals do not pay the approved \$.40 per meal.

Federal and State reimbursements, children's payments, and other nondesignated, nonprofit food service revenues may not subsidize the cost of an adult meal. The adult charge shall, at a minimum, cover the sponsor's cost for providing the meal. Therefore, the adult meal charge should be substantially more than the price charged to the paying student. In addition, the District is required to collect and submit local sales tax on meals and milk purchased by adults.

The Business Services Department is recommending the following milk and meal rates for the 2006/2007 school year.

Student reimbursable meal including milk \$3.00
Student milk only \$.50

Adult reimbursable meal w/o milk \$4.00
Adult milk \$.55

*Sales price for adult meal and milk does include applicable sales tax

FISCAL IMPACT: Revenue will be deposited in the Cafeteria Fund.

RECOMMENDED: The Superintendent recommends approval of the 2006-2007 DMUSD meal and milk prices for students and adults.

8.5

July 19, 2006

To: Board Members

From: Dena Whittington

Through: Thomas F. Bishop

Subject Board Award and Approval of Agreement Between Roof Construction and the Del Mar Union School District for Roof Coating at Del Mar Heights School in the Amount of \$40,590.00

At the regular board meeting of May 24, 2006 the board approved going to bid for roof coating at Del Mar Heights School. The request for bids was advertised in the North County Times for the first opening date on May 29, 2006 and June 5, 2006 and no bids were received.

At the regular board meeting of June 28, 2006 the board approved to re-advertise for bids. The new ads appeared on June 22, 2006 and June 29, 2006. Four bid packets were mailed and two bids were received at the July 6, 2006, 11:00 a.m. scheduled bid opening. District staff reviewed the bids and checked references and is recommending award of project to Roof Construction. Work will be scheduled by Randy Wheaton, Maintenance Supervisor to be completed before the beginning of the new school year.

District staff recommends that the Board approve this contract and award the project to Roof Construction.

The Contract for this work is available for review at the Del Mar Union School District Office.

FISCAL IMPACT: This expenditure will be paid out of the deferred maintenance budget.

RECOMMENDED: The Superintendent Recommends Approval of the Contract Between Roof Construction and the Del Mar Union School District for Roof Coating at Del Mar Heights School in the Amount of \$40,590.00.

*8.6

July 19, 2006

To: Board Members

Through: Thomas F. Bishop

Subject Board Approval of Lease Extension between Del Mar Union School District and Winston School

During the past six months, the District real estate negotiators (O'Bryan and Smith, Inc.) have been meeting with representatives from the Winston School regarding a possible extension of the current lease between the DMUSD and the Winston School. The current lease expired June 30, 2006 but the tenant (Winston) has paid the July 2007 rent payment, using the old lease rates.

The proposed new lease is for two years and it includes annual cost of living adjustments. In the event that the District sells the Shores property during the two-year term of the lease, the buyer will inherit the terms and responsibilities in the lease.

RECOMMENDED: Superintendent recommends approval of the July 24, 2006 lease extension between the DMUSD and the Winston School

Note: As the materials for the July 24, 2006 Board packet were going to print, the negotiations between the parties had not yet been concluded. Staff expects the negotiations to be complete by 5:00 p.m. on July 21. If so, the proposed lease extension document will be included in the July 24 Board packet; if not, the document will be emailed to Board members as soon as it is available.

*8.7

Special Board Meeting of July 24, 2006

July 19, 2006

To: Board Members
From: Rodger Smith
Through: Tom Bishop
Subject: Approval of the New Job Description and Salary Range Placement
at Range 14 for the Position of Child Nutrition Services Assistant

In order to provide staff to serve lunches in our new lunch program, it is necessary to establish a position to perform that function. The recommended description for this new position follows this memorandum.

Following a review of comparable positions in neighboring districts, the recommended salary range for this position is Range 14 on the Regular Classified Salary Schedule. This range begins at \$12.41 per hour at Step 1 and increases to \$17.47 per hour at Step 8. The highest allowable step placement for individuals with similar, prior experience is Step 3 which is \$13.69 per hour.

FISCAL IMPACT: The maximum cost to the food service program for this new position will be approximately \$40,000. This cost will be supported by proceeds from the food service program.

RECOMMENDED: The Superintendent Recommends Board Approval of the New Job Description and Salary Range Placement at Range 14 for the Position of Child Nutrition Services Assistant.

*9.1

Special Board Meeting of July 24, 2006

DEL MAR UNION SCHOOL DISTRICT**CLASS TITLE: CHILD NUTRITION SERVICES ASSISTANT****BASIC FUNCTION:**

Under the direction of the Assistant Superintendent for Business Services, distributes food items for consumption by students and school personnel; provides complete and accurate documentation and audit trail records for meals served; maintains facilities in a sanitary condition.

REPRESENTATIVE DUTIES:

Arranges food and beverage items (e.g. placing on tables, stocking serving containers, etc.) for the purpose of making the items available to students and staff.

Cleans equipment, storage areas, and serving areas for the purpose of maintaining sanitary conditions.

Collects payments for food items (e.g. cash, daily adult sales, etc.)

Unloads carts for the purpose of ensuring that food and/or beverage items are available for service at designated district site(s).

Maintains cashiering files and/or records for the purpose of providing an up-to-date reference and audit trail for compliance and state and federal reimbursements.

Monitors work area for the purpose of ensuring a safe and clean working environment.

Prepares documentation and/or reports (e.g. daily cash sheets, meal counts, etc.) for the purpose of providing an up-to-date reference and audit trail for compliance.

Reports cash transactions and item counts (e.g. daily cash, etc.) for the purpose of compliance with reporting procedures.

Responds to inquiries of students, staff and the public for the purpose of providing information on the meal program.

Attends meetings for the purpose of receiving and/or conveying information.

Other duties as assigned.

KNOWLEDGE AND ABILITIES:**KNOWLEDGE OF:**

Methods for operating standard tools and equipment related to food service functions
 Basic bookkeeping procedures
 Basic math, including calculations using fractions, percents, and/or ratios
 Pertinent codes, policies, regulations and/or laws relative to food service programs in public schools
 Practices and procedures for safe and sanitary handling and storage of food and beverage items

ABILITY TO:

Understand and follow multi-step written and oral directions, procedures, regulations and communications in English
 Communicate effectively orally and in writing
 Collate data
 Operate basic job-related equipment and tools
 Work cooperatively with others
 Meet deadlines and schedules
 Complete assigned work with frequent interruptions
 Lift objects weighing up to twenty-five pounds
 Stand for up to two hours

EDUCATION AND EXPERIENCE:

Any combination equivalent to graduation from high school and some job related experience.

LICENSES AND OTHER REQUIREMENTS:

Valid California Driver's license

Successfully passing the following screening activities:

Pre-employment drug screening
 Pre-placement physical exam indicating ability to perform the physical requirements for the position
 Pre-employment proficiency test
 Criminal Justice Fingerprint clearance
 Tuberculosis clearance

WORKING CONDITIONS:

ENVIRONMENT:

Indoor/outdoor work environment
Seasonal heat and cold, occasional adverse weather conditions

PHYSICAL CONDITIONS:

Significant lifting, pushing, pulling, carrying heavy objects
Occasional stooping, kneeling, crouching
Significant fine finger dexterity

HAZARDS

Exposure to adverse weather conditions
Exposure to individuals with common communicable diseases such as colds and influenza
Exposure to common cleaning chemicals used in the food service industry

July 19, 2006

To: Board Members

From: Rodger Smith

Through: Tom Bishop

Subject: Approval of the New Job Description and Salary Range Placement at Range 19 for the Position of Child Nutrition Delivery Driver

In order to provide lunches to school sites in our new lunch program, it is necessary to establish a position for a delivery driver who will transport the lunches from a central kitchen to the school sites. The recommended description for this new position follows this memorandum.

Following a review of comparable positions in neighboring districts, the recommended salary range for this position is Range 19 on the Regular Classified Salary Schedule. This range begins at \$14.05 per hour at Step 1 and increases to \$19.76 per hour at Step 8. The highest allowable step placement for individuals with similar, prior experience is Step 3 which is \$15.49 per hour.

FISCAL IMPACT: The maximum cost to the food service program for this new position will be approximately \$19,000. This cost will be supported by proceeds from the food service program.

RECOMMENDED: The Superintendent Recommends Board Approval of the New Job Description and Salary Range Placement at Range 19 for the Position of Child Nutrition Delivery Driver.

*9.2

Special Board Meeting of July 24, 2006

DEL MAR UNION SCHOOL DISTRICT

CLASS TITLE: CHILD NUTRITIOIN SERVICES DELIVERY DRIVER

BASIC FUNCTION:

Under the direction of the Assistant Superintendent for Business Services, the Child Nutrition Services Delivery Driver delivers food, equipment, materials and supplies to school sites.

REPRESENTATIVE DUTIES:

Loads truck with food, equipment, materials and supplies.

Transports and delivers food, equipment, materials and supplies to designated areas at school sites.

Assists in receiving stock and non-stock items for the purpose of ensuring specifications, quantity and quality of orders.

Performs routine maintenance on vehicle (e.g. gas, oil water, battery, windshield wipers, cleaning, etc.) for the purpose of keeping the vehicle in a safe operating condition.

Other duties as assigned.

KNOWLEDGE AND ABILITIES

KNOWLEDGE OF:

- Laws governing operation of a motor vehicle in the State of California
- Procedures for routine maintenance requirements of a motor vehicle
- Basic record keeping procedures for receipt and disbursement of inventory
- Basic math
- Safe handling and storage procedures for food items
- District geography including school site locations

ABILITY TO:

- Safely operate a motor vehicle
- Understand and follow multi-step written and oral directions, procedures, regulations and communications in English
- Communicate effectively orally and in writing

- Accurately collect and organize job-related data
- Operate basic job-related equipment and tools
- Work cooperatively with others
- Meet deadlines and schedules
- Complete assigned work with frequent interruptions
- Lift objects weighing up to fifty pounds
- Safely use job-related equipment and tools

EDUCATION AND EXPERIENCE:

Any combination equivalent to graduation from high school and some job related experience.

LICENSES AND OTHER REQUIREMENTS:

- Valid California Driver's license
- Satisfactory driving record from the California Department of Motor Vehicles
- Successfully passing the following screening activities:
 - Pre-employment drug screening
 - Pre-placement physical exam indicating ability to perform the physical requirements for the position
 - Pre-employment proficiency test
 - Criminal Justice Fingerprint clearance
 - Tuberculosis clearance

WORKING CONDITIONS:**ENVIRONMENT:**

- Indoor/outdoor work environment
- Seasonal heat and cold, occasional adverse weather conditions

PHYSICAL CONDITIONS:

- Significant lifting, pushing, pulling, carrying heavy objects
- Frequent stooping, kneeling, crouching
- Significant fine finger dexterity

HAZARDS

- Exposure to adverse weather conditions
- Exposure to careless/unsafe operation of motor vehicles by others

July 19, 2006

To: Members of the Board

From: Tom Bishop

Subject: Article of Interest

Attached is the following article of interest:

10.1 *"First shovelful of dirt begins construction of Ocean Air school" – Del Mar Times, June 23-29, 2006*

RECOMMENDED: For Information Only.

10.1

Community

First shovelful of dirt begins construction of Ocean Air school

By Karen Billing

Words such as joyous and historic were used to describe the June 9 groundbreaking ceremony of Del Mar Union School District's eighth school known as Ocean Air Elementary.

A host of officials appeared with the ceremony's speakers remarking on how big a day it was for the district, which has grown from having just three schools in 1992.

State Sen. Christine Kehoe heaped praise on the district. She said it was obvious a lot of energy and vision had been put into this new school.

"I want to thank you for meeting the needs of this growing district. I know it's not easy," Kehoe said. "It's very important to add this new school and provide for students so they can continue to thrive."

Wind kicked around the balloons set up on the lot at the top of Canter Heights Drive off Carmel Valley Road. Children explored the new site, climbing up the nearby hills and walking to the very edges of the wide open space, which sits in a flat valley flanked on three sides by hills and on one by the developing neighborhood.

Rodger Smith, director of facilities and personnel for the district, said the afternoon represented two and a half years of work.

"Maybe we're a little slow, but we like to do things right," Smith said.

Del Mar Union School District's board

President Barbara Myers said the community should thank Superintendent Thomas Bishop for never allowing the community's educational expectations to slip through the cracks.

Bishop said it was hard to believe the day had come. As the district has expanded, improvements have been made to make each school better.

"I'm very excited as we sit here back in the dirt in an empty field," Bishop said. "A sense of excitement comes from the satisfaction of knowing we'll produce an outstanding new school that will meet the needs of those children out there."

Kehoe said she had been impressed when visiting the district's Torrey Hills School, adding it was important to have quality schools like that to prepare students for a more challenging world.

Kehoe also commended the district for coming up with the funds.

"What you're investing in here today is California's future," Kehoe said. "You're working on a very important project: our children."

Ocean Air Elementary will be 77,000 square feet of wood-framed buildings. The campus will include a two-story educational building outfitted with classrooms as well as a computer lab, library, multi-purpose room and music and art rooms. The kindergarten will have its own building and joint-use play fields shared with the city.

Douglas E. Barnhart Inc. is in charge of construction for the school designed



by Westberg and White Architects. Barnhart also was responsible for the construction of Torrey Hills, Ashley Falls and Sycamore Ridge schools within the Del Mar school district. Additionally, Barnhart was a part of the San Diego Ballpark Builders, the joint venture that completed Petco Park.

"It's a beautiful facility," said Sean Hulén of Barnhart, describing Ocean Air. "It's an innovative, inspired environment for Carmel Valley children."

Architect Frisco White, also chairman of the Carmel Valley Planning Board, said several months were spent designing the school, taking input from teachers, the district and community members. Designers looked at what

worked best in the district's other schools and ways they could improve. White said he wanted the school to blend into its natural environment.

North City West Facilities Financing Authority helped find the money for Ocean Air. North City West is a joint-powers agency responsible for funding schools for new students in Carmel Valley. To date, it has generated more than \$100 million to build local schools, according to Bishop.

The authority also installed hundreds of portable classrooms in districts where there wasn't money to construct a new school.

Ocean Air will be the last school in the area funded by North City West.

State Sen. Christine Kehoe, Barbara Meyers, Annette Easton and Frisco White along with children Sydney Poh and Reed Harbison break ground for the elementary school.

KAREN BILLING