

**DEL MAR UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
Del Mar Hills Academy – Multi-Purpose Room
14085 Mango Drive
Del Mar, CA 92014**

**December 12, 2007
Organizational/Regular Meeting
5:45 PM**

Written notice is hereby given in accordance with Education Code Section 35144, Government Code 54956, and other applicable law that the following Regular Meeting of the Board of Trustees, Del Mar Union School District, will be held on Wednesday, December 12, 2007 beginning at 5:45 p.m. at the Del Mar Hills Academy, 14085 Mango Drive, Del Mar, California 92014.

PLEASE NOTE: Any member of the public who wishes to address the board on an item on the agenda or on another topic which lies within the governing board's jurisdiction may do so, but must present a written request on the form provided. The President of the Board will call for speaker slips twice during the meeting: when the meeting is called to order and at the conclusion of the "Reports, Recognitions & Hearings" section of the Meeting. A member of the public who wishes to address the Board on such item is limited to three minutes unless such time limit is waived by a majority vote of the Board. The total amount of time to be allowed on any item is twenty minutes, unless the time limit is waived by a majority vote of the Board.

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

In compliance with the Americans with Disabilities Act, if you need special assistance, disability-related modifications or accommodations, including auxiliary aids or services, in order to participate in the public meetings of the District's governing board, please contact the office of the District Superintendent at (858) 523-6198. Notification 72 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accommodation and accessibility to this meeting. Upon request, the District shall also make available this agenda and all other public records associated with this meeting in appropriate alternative formats for persons with a disability.

NOTE: At 4:00 p.m. there will be an open session to allow for public comment on the closed session agenda, followed immediately by a closed session in the Del Mar Hills Academy - Administration Office Conference Room, 14085 Mango Drive, Del Mar, CA 92014)

CALL TO ORDER - OPEN SESSION – 4:00 P.M.

A. BOARD PRESIDENT CALLS FOR BLUE SPEAKER SLIPS

B. PUBLIC INPUT CONCERNING ITEMS ON THE CLOSED SESSION AGENDA

ADJOURN TO CLOSED SESSION (In the Del Mar Hills Academy – Administration Office Conference Room, 14085 Mango Drive, Del Mar, CA 92014)

CALL TO ORDER – CLOSED SESSION - 4:00 P.M.

CLOSED SESSION AGENDA:

- 1.1 Public Employment: Employment Evaluation (G.C. 54957)
Title: Superintendent
- 1.2 Conference with Legal Counsel – Anticipated Litigation (Government Code 54956.9(b);
Name of Case: Significant Exposure to Litigation: One case
- 1.3 Conference with Legal Counsel – Existing Litigation (Government Code 54956.9(a);
Name of Case: City of Del Mar v. Del Mar Union School District
- 1.4 Conference with Labor Negotiator (Government Code 54957.6)
Agency Designated Representatives: Tom Bishop, Superintendent and Rodger Smith, Director of Personnel and Facilities; Employee Organization: Del Mar California Teachers Association

Adjournment of Closed Session:

Time: _____p.m.

Motion_____Second_____Ayes_____Nays_____

RECONVENE TO OPEN SESSION

C. REPORT OF ACTION TAKEN IN CLOSED SESSION:

CALL TO ORDER, CFDs – 5:40 p.m.

- **CALL TO ORDER, MEETING OF THE LEGISLATIVE BODY OF CFD No. 95-1**

CALL TO ORDER, REGULAR MEETING OF BOARD OF TRUSTEES – 5:45 P.M.

1.0 FLAG SALUTE

2.0 STUDENT RECOGNITION – DEL MAR HEIGHTS

1

Board Meeting Agenda - December 12, 2007

3.0 CALL TO ORDER, ORGANIZATIONAL MEETING

3.0.1 Election of President of the Board of Trustees

Nomination for President:

Nomination for President:

Nomination for President:

3.0.2 Election of Clerk of the Board of Trustees

Nomination for Clerk:

Nomination for Clerk:

Nomination for Clerk:

3.0.3 Appointments of Board Members

- **Secretary to the Board of Trustees - District Superintendent**

Nomination: Thomas F. Bishop

- **Member as Representative to the North Coastal Consortium for Special Education (NCCSE)**

Nomination:

- **Member as Representative to the North City West School Facilities Finance Authority / CFD No. 1**

Nomination:

- **Member as ex officio Representative to the Del Mar Schools Education Foundation**

Nomination:

- **Member as Representative to the Legislative Action Network (LAN)**

Nomination:

Motion_____Second_____Ayes_____Nays_____Abstain_____

3.0.4 Adoption of Dates, Time and Place of Regular Board of Trustees Meetings for the period of January 1, 2008 through November 30, 2008

Revisions:

Motion_____Second_____Ayes_____Nays_____Abstain_____

3.0.5 ADJOURNMENT, ORGANIZATIONAL MEETING

Time:

Motion_____Second_____Ayes_____Nays_____Abstain_____

3.1 APPROVAL OF THE AGENDA

Motion_____Second_____Ayes_____Nays_____Abstain_____

BOARD PRESIDENT CALLS FOR BLUE SPEAKER SLIPS

4. CORRESPONDENCE/COMMUNICATIONS

This section of the agenda is provided for the public to address any item which lies within the governing board's jurisdiction that is not on the agenda. State law prohibits the Board of Trustees from discussing any item not on the agenda.

4.1 Correspondence: None

4.2 Public Input:

5 REPORTS, RECOGNITIONS and HEARINGS

5.1 **Report**

DMCTA Report: David Skinner, DMCTA President, Carmel Del Mar teacher

5.2 **Report**

DMSEF Report: Bob Gans, DMSEF President

5.3 **Report**

Board Report/Comments

5.4 **Report**

Superintendent's Report

BOARD PRESIDENT CALLS FOR BLUE SPEAKER SLIPS

6.1 **Approval of the Minutes of:**

- [Minutes of Regular Board Meeting of November 14, 2007](#)

Motion ____ Second ____ Ayes ____ Nays ____ Abstain ____

6.2 **Approval of Consent Items**

Agenda items preceded by an asterisk (*) compose the Consent Agenda, and unless removed at the request of a board member, will be approved by the Board as a group

Motion ____ Second ____ Ayes ____ Nays ____ Abstain ____

Consent Items:

- | | | |
|-------|---|-------|
| *10.1 | Board Approval and Acceptance of Donations to the Del Mar Union School District | 45 |
| *10.2 | Board Approval of Purchase Orders and Ratification of Commercial Warrant Payments and Revolving Cash Disbursements | 46 |
| *10.4 | Employee Benefits Consulting Services Agreement Between Del Mar Union School District and Keenan & Associates | 61-76 |
| *10.5 | Board Approval of Agreement Between Namvar's Landscape Services and the Del Mar Union School District for Landscape Maintenance at Del Mar Heights School, Del Mar Hills School, Carmel Del Mar School and Ocean Air School in the Amount of \$16,800.00 for the Second Half of the 2007-2008 Fiscal Year | 77 |
| *10.6 | Board Approval of Public Works Contract Between J.D.L. Development, Inc. and the Del Mar Union School District to Remedy Drainage Problem at Del Mar Hills School in the Amount of \$4,500.00 | 78 |
| *10.7 | Board Approval of Public Works Contract Between J.D.L. Development, Inc. and the Del Mar Union School District to Repair Tactile Paving for Visually Impaired at Sycamore Ridge School in the Amount of \$3,000.00 | 79 |
| *10.8 | Board Consideration of Standard Business Mileage Rate of 50.5 Cents Per Mile, Effective January 1, 2008 | 80 |

Board Meeting Agenda - December 12, 2007

*10.9	Board Approval of Performance Agreement Between the Del Mar Union School District and Rosalind Richards for Flute Coaching at Sage Canyon School in the Amount of \$2,000.00	81
*11.1	Board Approval of Recommended Personnel Actions: Employment, Resignations, Retirements, Dismissals, Leaves of Absence, and Change of Status	82-89
7.	CURRICULUM AND INSTRUCTION	
7.1	Report: Academic Learning Program 2006/2007	2-5
7.2	08/09 Spanish Immersion Location <i>Motion_____Second_____Ayes_____Nays_____</i>	6
7.3	Communication regarding Staff Development	7-8
7.4	Del Mar Heights Foreign Language Program	9
8.	ADMINISTRATION AND POLICY	
8.1	Possible CSBA Delegate Assembly Nomination <i>Motion_____Second_____Ayes_____Nays_____</i>	10-18
8.2	2 nd Reading and Approval of the 2008/2009 DMUSD Master School Calendars <i>Motion_____Second_____Ayes_____Nays_____</i>	19-21
8.3	2008/2009 Enrollment Calendar	22-23
8.4	Board Approval, New Board Bylaw 9400 – Board Self Evaluation <i>Motion_____Second_____Ayes_____Nays_____</i>	24-33
8.5	Board Approval, BP/AR 5141 <i>Motion_____Second_____Ayes_____Nays_____</i>	34-38
8.6	Reminder of Upcoming Events	39
9.	OPERATIONS AND FACILITIES	
9.1	Facilities Report	40-42
9.2	Board Approval of the Selection of Westburg + White to Conduct Preliminary Planning for New District Office Facility <i>Motion_____Second_____Ayes_____Nays_____</i>	43-44
10.	BUSINESS AND FINANCE	
10.3	Update: 2007/2008 Monthly Budget	47-60
11.	PERSONNEL	
11.2	Board Approval, Board Personnel Committee Members <i>Motion_____Second_____Ayes_____Nays_____</i>	90
12.	ITEMS FOR JANUARY 2008 BOARD MEETING:	
	▪ Update: 2008/2009 State Budget (January 9, 2008) ▪ Possible Davis Demographics Report – 2008/2009 Enrollment Projections and 08/09 Attendance Policies ▪ Board Review and Acceptance of the Annual Audit Report for the 2007/2008 Fiscal Year Prepared by Wilkinson & Hadley, LLP Certified Public Accountants	

- Board Approval, Revised BP-AR 1325, Community Relations
- Board Approval, BP 6000 Revision
- Board Review, Administrative Regulation 5030 Student Wellness
- Facilities Report
- Board Approval, Resolution 2007-____ of the Board of Trustees of the Del Mar Union School District Approving the Annual Five-Year Report for Fiscal Year 2007/2008, In Compliance with Government Code Sections 66006 and 66001
- Monthly Budget Update
- Action Team Members
- 2008/2009 Enrichment
- Top Ten Vendor List
- Technology Director, Job Description
- Board Approval, Coordinator of State and Federal Projects

13. ADJOURNMENT

Time: _____p.m.

*Motion*____*Second*____*Ayes*____*Nays*____*Abstain*____

**DEL MAR UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
Del Mar Hills Academy – Multi-Purpose Room
14085 Mango Drive
Del Mar, CA 92014**

Regular Meeting Minutes

November 14, 2007

OPENING PROCEDURES

1. Board President *Easton*, called the meeting to order at 5:47 p.m. Boy Scout Troop #782, led the audience in the Pledge of Allegiance.

Members Present:

Annette Easton, President of the Board
Janet Lamborghini, Clerk of the Board
Steven McDowell, Katherine White

Members Absent:

Linda Crawford

Staff:

Thomas F. Bishop, Superintendent
Janet Bernard, Asst. Supt., Curr. & Instr.
Rodger Smith, Director of HR/Facilities
Trish Snider, Director of Pupil Services
Dena Whittington, Asst. Supt., Business Serv.
Todd Boteler, District Webmaster
Randy Wheaton, Maintenance Supervisor
David Skinner, 4th gr. teacher, Carmel Del Mar, DMCTA President
Shirley Bales, Program Assistant, Curriculum & Instruction
Lisa Furnas, Admin. Assistant, District Office
Chris Teisher, Kindergarten Teacher, Torrey Hills
Danielle Roche, 3rd gr. teacher, Ocean Air
Emily Disney, Principal, Sycamore Ridge School
Laurie Francis, Principal, Del Mar Hills Academy

Others In Attendance:

Jim Kerr – Del Mar Times, Cheryl Ward, Craig Fuller, Dr. Williams Ettouati, Kamal Haddad, Mr. Hung, Bernardo Ferdman, Shannon Cary, Cristina Campisano, Scott Tanaka, Lisa Blazer, Deanna Angel, Julie Anderson, Ilan Lovingly, Steve Jacobson, Pichuan Hung, Su-Ling Wong, Yang Xiang, Debbie Romene, Aaron Maas, Raymond Hung, Parissa Roshan, Dau Giurgiu M.D., Ann Maas, Alison King, and Boy Scout Troop 782--Scott Fitzmorris, Jackson Backer, Michael Carlson, Tracy Berger, Noah Berger, Michael Broussalian, Jeffrey Pecsar, Janet Pecsar, Adam Woodnutt, and Varlerie Woodnutt

REPORT OF ACTION TAKEN IN CLOSED SESSION:

President Easton reported that Closed Session, Item 1.1 Conference with Legal Counsel – Anticipated Litigation (Government Code section 54956.9(b), was called to order at 5:00 p.m. and adjourned at 5:31 p.m. No action was taken during the Closed Session.

2.0 Approval of the Agenda

On Motion by Member McDowell, seconded by Member Lamborghini, the Board voted 4-0 to approve the Agenda of November 14, 2007. Ayes: Members Easton, Lamborghini, McDowell, White. Noes: -0-.

3. STUDENT RECOGNITION – CARMEL DEL MAR.

Carmel Del Mar Kindergarten students presented a Thanksgiving performance.

BOARD PRESIDENT CALLS FOR BLUE SPEAKER SLIPS

4. CORRESPONDENCE/COMMUNICATIONS

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4.1 Correspondence:

- None

Public Comments:

- None

4.2 Public Input:

- None

5. REPORTS, RECOGNITIONS and HEARINGS

5.1 Recognition

President Easton congratulated the Employees of the Month for November 2007:

Ashley Falls – Mariebelle Oliva, Second Grade Teacher

Carmel Del Mar – Gail Brinkerhoff, Kindergarten Teacher

Del Mar Heights – Dorothy Waite, Fifth/Sixth Grade Combination Teacher

Del Mar Hills – Lindsay Farmer, First Grade Teacher

Ocean Air – Juliann Cunningham, First Grade Teacher

Sage Canyon – Michelle Brashears, Sixth Grade Teacher

Sycamore Ridge – Kris Stocker, Preschool SDC Teacher

Torrey Hills – Janice Lee, Third Grade Teacher

5.2 Report, DMCTA Report:

David Skinner, DMCTA President and Carmel Del Mar 4th grade teacher, expressed gratitude on behalf of DMCTA teachers that all are back safe after the fires, but they realize they have lost a week. Teachers feel a bit more urgency than normal, but also feel prepared to deal with the lost week due to PLC. President Skinner continued that PLC helps teachers make the most effective use of their time, and teachers will do their absolute best to ensure that students perform to their highest ability in the limited time available.

Pres. Skinner also expressed deep thanks and appreciation for Joe Graciano, District Groundskeeper, who retires in December after 20 years with DMUSD. Teachers appreciate Mr. Graciano and wish to thank him for picking up the grounds and helping teachers with garden projects.

5.3 Report DMSEF Report:

DMSEF President Bob Gans was not present. Member McDowell reported that he appreciated attending the November 3, 2007, Foundation Strategic Planning meeting. As a result of their strategic planning, the Foundation will review some items in their board policies and realign some of their committees.

5.4 Report, Board Report/ Comments:

Member Easton thanked parents and staff for accommodating the changed parent conference week and wished all a happy Thanksgiving.

Member Lamborghini attended the November 9, 2007, Basic Aid School Districts Meeting along with Supt. Bishop and Member McDowell. This meeting allowed DMUSD to network with other school districts with same type of financing we have. This year, revenues in California are not coming in at the levels anticipated, and the legislature will have to do fancy footwork to keep money for education coming in for revenue limit school districts. DMUSD finances come primarily from local property tax revenues, but sometimes when state revenues are slow the Governor may look to basic aid school district property tax revenue for extra income. This group is ready to win that fight if an attack to basic aid money comes.

Member McDowell announced that tonight marks the one-year anniversary for both Member White and himself. He thanked the District Office staff for answering all his questions. He further thanked the Foundation parent contributors as well as the principals who have shown appreciation to those contributors.

Member White recognized Boy Scout Troop #782 - Jackson Baker, Michael Carlson, Scott Fitzmorris, Noah Berger, Adam Woodnutt, Michael Broussalian and Jeffrey Pecsar.

5.5 Report, Superintendent's Report:

Supt. Bishop congratulated Lisa Furnas, the outstanding District Office Administrative Assistant/Receptionist who produced entire Board packet this month. He also thanked Shirley Bales, Program Assistant, Curriculum & Inst., for Board minutes last month and again this month. Sherry Forte underwent surgery and is doing very well; her doctor may allow her back to work December 17.

Supt. Bishop announced that a press release today indicated the Sacramento legislative analyst projects a \$10B shortfall in state revenues next year. Gov. Schwarzenegger will soon announce what he will do about the shortfall. Four years ago, Gov. Davis faced a shortfall, tried to attack Basic Aid money, and was subsequently recalled.

Supt. Bishop visited Sage Canyon PTA yesterday and congratulated them for paperless Wednesday packets, saving 65,000 pieces of paper, about \$2,000, and countless trees this year. In the next six months, the District plans to take a more aggressive attitude to also become paperless and save money.

Supt. Bishop asked Board members if they could attend a meeting scheduled with Councilman Scott Peters this coming Monday, November 19, at 8:00 a.m., at Solana Pacific School.

BOARD PRESIDENT CALLS FOR BLUE SPEAKER SLIPS

6.1 Approval of the Minutes

- Minutes of Special Board Meeting of October 17, 2007

The Board directed staff to strike section B from the Minutes of 10-17-07 and renumber C to B.

On motion by Member White, seconded by Member McDowell, the Board voted 4-0 to approve the Minutes of Special Board Meeting of October 17, 2007, as amended. Ayes: Members Easton, Lamborghini, McDowell, White. Noes: -0-.

- Minutes of Regular Board Meeting of October 30, 2007

The Board directed staff to make corrections on Items 6.1, 8.3, 8.6, 9.1 and 10.5.

On motion by Member White, seconded by Member McDowell, the Board voted 4-0 to approve the Minutes of Regular Board Meeting of October 30, 2007, as amended. Ayes: Members Easton, Lamborghini, McDowell, White. Noes: -0-.

6.2 Approval of Consent Items

Agenda items preceded by an asterisk (*) compose the Consent Agenda, and unless removed at the request of a board member, will be approved by the Board as a group.

On motion by Member Lamborghini, seconded by Member McDowell, the Board voted 4-0 to approve the Consent Items. Ayes: Members Easton, Lamborghini, McDowell, White. Noes: -0-.

Consent Items:

- *7.2 Board Approval of Performance Agreement with Dr. Sandy Williams, Educational Consultant
- *7.3 Board Approval of Performance Agreement with Companion Corporation Computer Systems
- *10.1 Board Approval and Acceptance of Donations to the Del Mar Union School District
- *10.2 Board Approval of Purchase Orders and Ratification of Commercial Warrant Payments and Revolving Cash Disbursements
- *10.4 Board Approval of Agreement Between the Del Mar Union School District and Magdalena Ecke Family YMCA for Playground Partners Program at Carmel Del Mar School
- *11.1 Approval of Recommended Personnel Actions: Employment, Resignations, Retirements, Dismissals, Leaves of Absence, and Change of Status
- *11.5 Board Approval of a Variable Term Waiver Request for Adapted Physical Education Teacher

7. CURRICULUM AND INSTRUCTION

7.1 08/09 Spanish Immersion Location

Asst. Supt., Curriculum & Inst., Janet Bernard addressed the Board on the history of the Spanish Immersion Program, the dynamics of the program, as well as feedback from the Sycamore Ridge PTA and staff. Supt. Bishop publicly thanked Mrs. Bernard for her work on the Spanish Immersion Program.

Member Lamborghini emphasized that any teachers hired for the Spanish Immersion Program would also be fully credentialed to teach in English and would be as highly qualified as current teachers in DMUSD schools.

President Easton clarified one item in the Presentation--the 07/08 DMUSD Goals and Objectives directed administration to develop a foreign language program, not particularly Spanish. It was not until September 2007 that the Board recommended Spanish as the language.

Member McDowell asked staff to furnish more information about the basis used to identify Sycamore Ridge as a potential foreign language immersion site. Mrs. Bernard answered that the original Action Plan intentionally did not identify a site since the district was still growing, and the September 2007 Board Meeting marked the first time Sycamore Ridge was identified. Member McDowell stated that at the September 2007 Board Meeting he had requested staff to look at Del Mar Heights and Del Mar Hills Academy as possible sites. Supt. Bishop responded that Principals and PTA Presidents at Del Mar Heights and Del Mar Hills Academy did not want a foreign language immersion program which may result in displacement of some students, although Del Mar Heights is working to explore another type of foreign language option which will be presented to the Board in December.

Member White shared additional research she conducted regarding a French Immersion "school within a school" in Maryland. Member White stated there are very real challenges to be addressed for a "school within a school" concept, but Sycamore Ridge Principal Emily Disney is very gifted and can meet the challenge. She commented that DMUSD is behind other school districts in the county which already have foreign language immersion programs. Member White apologized to Sycamore Ridge parents who first heard about this program by reading it in the paper, and she also apologized that Principal Disney did not have more time to speak to parents about this.

PUBLIC INPUT:

On motion by Member White, seconded by Member Lamborghini, the Board voted 4-0 to extend the 20-minute time limit for public speakers. Ayes: Members Easton, Lamborghini, McDowell, White. Noes: -0-.

Lisa Blazer, Sycamore Ridge parent and PTA Exec. VP, 5597 Carriage Ct., San Diego, 92130, spoke in favor of this item.

Scott Tanaka, Sycamore Ridge parent and PTA Historian, 5491 Sonoma Place, San Diego 92130, spoke against this item.

Bernardo Ferdman, Sycamore Ridge parent, 12886 Seabreeze Farms Dr., San Diego 92130, spoke in favor of this item.

Shannon Cary, Sycamore Ridge parent and PTA Secretary, 13561 Elderberry Way, San Diego 92130, spoke against this item.

Mr. Hung, Sycamore Ridge parent, 12915 Flintwood Way, San Diego 92130, spoke against this item

Chris Teischer, Torrey Hills Kindergarten teacher, 1135 Kildeer Ct., Encinitas 92024, spoke in favor of this item.

Kamala Haddad, Sycamore Ridge parent, 5548 Mill Creek Rd., San Diego 92130, spoke against this item.

On motion by Member Easton, seconded by Member McDowell, the Board voted 3-0-1 to extend the three-minute time limit for Kamal Haddad for an additional two minutes. Ayes: Members Easton, McDowell, White. Noes: -0-. Abstain: Member Lamborghini.

Dr. Williams Ettouati, Sycamore Ridge parent and PTA VP, 5483 Coach Lane, San Diego 92130, spoke against this item.

Craig Forward, Sycamore Ridge parent, 13057 Dressage Lane, San Diego 92130, spoke against this item.

Ian Loveningly, Sycamore Ridge parent, 5474 Coach Lane, San Diego 92130, spoke neither for nor against this item.

Cheryl Ward, DMUSD parent, 4922 Hidden Dune Ct., San Diego, 92130, spoke in favor of this item.

President Easton informed the board that eleven speaker slips were turned in from parents who wished to express an opinion but did not wish to speak. Those parents are as follows:

Deanna Angel, 12838 Seabreeze Farms Dr., San Diego, 92130, turned in a speaker slip with no preference indicated.

Julie Anderson, 12846 Seabreeze Farms, San Diego, 92130, turned in a speaker slip that she is neutral on this item.

Steve Jacobson, 13129 Dressage Lane, San Diego, 92130, turned in a speaker slip against this item.

Pichuall Hung, 12915 Flintwood Way, San Diego 92130, turned in a speaker slip against this item.

Su-Ling Wong, 5528 Mill Creek Rd., San Diego 92130, turned in a speaker slip against this item.

Yang Xiang, 13125 Chambord Way, San Diego 92130, turned in a speaker slip against this item.

Debbie Romene, 6668 Mower Pl., San Diego 92130, turned in a speaker slip against this item.

Ann Maas, 6676 Mower Pl., San Diego 92130, turned in a speaker slip against this item.

Raymond Hung, 12915 Flintwood Way, San Diego 92130, turned in a speaker slip against this item.

Parissa Roshan, 6745 Rancho Toyon Place, San Diego 92130, turned in a speaker slip against this item.

Dan Giurgiu, 5460 Thoroughbred Rd., San Diego 92130, turned in a slip in favor of this item.

Principal Disney thanked the Sycamore Ridge community for attending; she knows this is an important issue, and she apologized for not having adequate communication. Principal Disney recommended that the administration look at conducting Kindergarten screening this year to begin the Spanish Immersion Program next year with first graders. Principal Disney recommended that DMUSD continue to be very proactive in communicating with parents, and that a comprehensive plan be supported unanimously by the Board, the District, central administration and by the parent community.

President Easton stated that the communication process was flawed and not respectful of staff, parents, or the community. She advocated not making a decision tonight, but allowing more time for community dialogue. Staff was directed to notify the Board when those meetings will take place.

The Board directed staff to gather more parent input to come back for a decision in December. The Board further directed staff to look at all siblings being part of the program to help build community, the possibility of implementing the program in first grade, and to address the eligibility and screening issue to identify students who would be highly successful.

The Board informed the audience that any parent or community member may ask questions of the administration or the Board, whose email addresses are listed at www.dmusd.org.

7.4 Board Approval for Art Teachers to Attend the Project Zero Classroom Institute at the Harvard School of Education

Staff confirmed these costs covered expenses and did not include teacher salaries.

On motion by Member McDowell, seconded by Member White, the Board voted 4-0 to approve art teachers Paula Intravaia, Jackie Folgner, Jennifer Morey Baker, Nicole Nelson, and Jennifer Luce to attend the Project Zero Classroom

Institute at the Harvard School of Education with the understanding that the cost per person would be in excess of \$1,000 and for a total of approximately \$16,000. Ayes: Members Easton, Lamborghini, McDowell, White. Noes: -0-.

8. ADMINISTRATION AND POLICY

8.1 Board Approval to Hold the Regular Board Meeting and 2007 Organizational Meeting on December 12, 2007

On motion by Member White, seconded by Member Easton, the Board voted 4-0 to hold the Regular Board Meeting and 2007 Organizational Meeting on December 12, 2007. Ayes: Members Easton, Lamborghini, McDowell, White. Noes: -0-.

8.2 1st Reading of Proposed Board Meeting Dates and Locations for 2007

The Board directed Asst. Supt., Business Services, Dena Whittington, to check on the possibility of moving the June meeting on the 2008/09 Budget up one week.

8.3 2nd Reading and Approval of new Board Bylaw 9400, Board Self-Evaluation

As the entirety of the Bylaw was not included in the packet, the Board directed staff to return this as an Item on the December Agenda.

8.4 Emergency Preparedness for October 22nd Firestorm

The Board directed staff to keep the Board informed of current staff emergency contact information, updated regularly, and that this information be provided immediately when a new Board Member is sworn in. The Board directed staff to keep the district emergency contact list updated on a regular basis and disseminated to administration and other key staff as updated. Asst. Supt. Whittington informed the Board that the additional cost of adding parent cell phone emergency contact numbers to the All Call System will return at a future Board Meeting. The Board expressed appreciation for Exec. Assistant Sherry Forte coming into the office and calling Board members during the recent fire emergency, but stated that information would be appropriate to come from Supt. Bishop, if possible, or else down the administrative chain or from the Board level.

8.5 Board Discussion, Teacher Recognition / Staff Recognition

Supt. Bishop presented a proposal for recognizing an employee of the year (certificated and classified) from each school site. He responded to the Board that there was no specific DMUSD Teacher of the Year Board Policy. President Easton recommended one classified employee of the year from the District Office and one from childcare in addition to one classified employee from each site.

Supt. Bishop will work with DMCTA Pres. Skinner on a meaningful token, not necessarily a pin, to represent years of service to DMUSD. This token will be used for years of service for all employees, classified, certificated, and administrative.

8.6 Approval J13A Affidavit of Governing Board Members that emergency conditions caused DMUSD school closure from October 22-26, 2007

On motion by Member Lamborghini, seconded by Member McDowell, the Board voted 4-0 to approve the J13A Affidavit that emergency conditions caused DMUSD school closure from October 22-26, 2007. Ayes: Members Easton, Lamborghini, McDowell, White. Noes: -0-.

8.7 Calendar for 07/08 Action Teams

Asst. Supt. Bernard has begun soliciting members for the 07/08 Action Teams on Health, Wellness and Physical Education and Securing Permanent Funding for Enrichment. She will post a request for Action Team members on the DMUSD website. Asst. Supt. Whittington will be heavily involved in the Permanent Funding action team. Mrs. Bernard informed the Board that she will also initiate the committee that volunteered to work on the mission statement.

8.8 Board Bylaw 9124 - Attorney

Supt. Bishop wished the Minutes to note that Board Bylaw 9000 series is almost complete.

Member White believes Board members should be able to use their own discretion to consult legal counsel. She will follow up on BB 9124 to bring this item back to a future board meeting.

8.9 Board Policy/Administrative Regulation 5141: Health Care and Emergencies

The Board asked about a policy addressing the use of AED devices on staff or adult volunteers. Mrs. Snider believed this policy also applies to adults but will research further. This Item will be brought back in December for a second reading.

8.10 Reminder of Upcoming Events (Presented for information only.)

The Board suggested that upcoming districtwide events be labeled "districtwide." Board also questioned whether the date and location changes for 6th grade camp needed Board approval. Since the Board approved 6th grade camp last spring, it was not necessary for further board approval at this time. The Board directed that future board discussions about 6th grade camp include health issues.

9. OPERATIONS AND FACILITIES

9.1 Facilities Report (Presented for information only.)

Dir. of HR/Facilities Rodger Smith informed the Board that he hoped to have a resolution by the end of the calendar year regarding Torrey Hills windows reimbursement from contractors.

Dir. Smith further informed the Board that according to the project manager, the City of San Diego Ocean Air Park is scheduled to begin in late January or early February with completion in January of 2009. Mr. Smith has asked the project manager to inform DMUSD if it is possible to construct playgrounds first, but there is no job site meeting yet on phases of construction. This might be an appropriate item to address with Councilman Scott Peterson next Monday, November 19.

- 9.2 **Update: Shores Escrow** (Presented for information only.)
Supt. Bishop was pleased to write this Board Item, and hopeful that the next deposit of \$1.45M will come in January. Friends of Del Mar Parks recently invited all Board Members to an event at L'Auberge, which Member McDowell attended.

9.3 **Board Approval, Notice of Completion for Shade America, Inc., for Construction of the Shade Structure at Ocean Air School**

The Board questioned whether this was an item for a Regular Board Meeting or for a CFD Meeting. Mr. Smith will inquire of legal counsel to see if it would be appropriate to have items such as this in a Regular Board Meeting or a CFD Meeting.

Upon motion by Member Lamborghini, seconded by Member McDowell, the Board voted 4-0 to approve the Notice of Completion for Shade America. Ayes: Members Easton, Lamborghini, McDowell, White. Noes: -0-.

10. BUSINESS AND FINANCE

10.3 **Recommendation Regarding the Fee Charged for the Use of Fields by Profit vs. Non-profit Organizations** (First Reading)

The Board questioned if this regulation gives DMUSD an option to charge those organizations which require extra cleaning after an event. Mr. Smith will research the issue of clean-up, perhaps an extra fee, perhaps more trash cans.

10.5 **2006/2007 Monthly Budget Update** (Presented for information only.)

The Board will schedule a time on Wednesday, December 5 for a Special Board Meeting on the 07-08 First Interim Report.

11. PERSONNEL

11.2 **Revised Job Description, Director of Pupil Services**

The Board questioned staff about the percentage of time of spent on special ed vs. pupil services and if Mrs. Snider felt the job should be split into two positions. Mrs. Snider responded that the percentage varies from day to day and during enrollment season. Most school districts are larger before they have one position for special ed and one for pupil services. Dir. Snider but does not believe the workload is overwhelming for one director.

Member White reminded the Board of the first Personnel Committee meeting November 15, and one item on the agenda is to look at how DMUSD is staffed compared to other districts.

The Board pointed out two minor corrections, page 79, 3rd bullet, the word "and" is left out; the last bullet should read "periods of time."

On motion by Member Lamborghini, seconded by Member White, the Board voted 4-0 to approve the Revised Job Description for Director of Pupil Services, as amended. Ayes: Members Easton, Lamborghini, McDowell, White. Noes: -0-.

11.3 Technology Leadership Staffing Options

The Board discussed staffing options as DMUSD restructures the Director of Technology position and the possibility of splitting that job into two positions--a Director of Instructional Technology plus a Director of Information Systems Technology, such as Santee School District has. The Board questioned the costs involved and inquired as to the enrollment size Santee had when it initiated those two positions. The Board wished to see how the curricular technology position might support the needs of the Curriculum & Instruction Dept. detailed in Item 11.4 as well. The Board requested job descriptions for those two possible positions. Member White will take these proposed positions to the Personnel Committee.

11.4 Expansion Position, Coordinator of Categorical Programs/ELL/GATE/Grant Writer

Member White requested that this job description also be presented to the Personnel Committee, and that the Board hold off on these new positions until after feedback from the Committee.

President Easton asked Member White to have the Personnel Committee work on this quickly to return to the Board in December.

12. ITEMS FOR DECEMBER 2007 BOARD MEETING:

- Report: Academic Learning Program
- 2nd Reading and Approval of the 2008/2009 DMUSD Master School Calendars
- 2008/2009 Enrichment
- Communication Memo that will detail which employees benefited from Staff Development
- Board Review, Administrative Regulation 5030 Student Wellness
- Board Approval, Resolution 2007-____ of the Board of Trustees of the Del Mar Union School District Approving the Annual and Five-Year Report for Fiscal Year 2006/2007, In Compliance with Government Code Sections 66006 and 66001
- Approval, Revised BP-AR 1325, Community Relations
- Approval, BP 6000 Revision (January)
- Board Approval, Contract with Nexus for District network upgrades (January)
- Monthly Budget Report
- Facilities Report
- Spanish Immersion Program, Sycamore Ridge School
- 2nd Reading and Approval of new Board Bylaw 9400, Board Self-Evaluation
- Board Policy/Administrative Regulation 5141: Health Care and Emergencies
- Expansion Position, Coordinator of Categorical Programs/ELL/GATE/Grant Writer
- 2008/09 Foreign Language, Del Mar Heights

13. ADJOURNMENT

On motion by Member Lamborghini, seconded by Member White, the Board voted 4-0 to adjourn the November 14, 2007 Board Meeting at 10:13 p.m. Ayes: Members Easton, Lamborghini, McDowell, White. Noes: -0-.

Janet Lamborghini, Clerk of the Board of Trustees

Thomas F. Bishop, Superintendent

Date

Date

December 6, 2007

To: Board Members
From: Wendy Wardlow
Through: Tom Bishop
Subject: Student Recognition: Del Mar Heights

Del Mar Heights Principal, Wendy Wardlow, will be presenting a brief video regarding the Heights “Understanding Differences” program that involves all Heights students, staff, and over seventy parents and community members. This disability and personal awareness program was created by a leadership team composed of parent, Dr. Jennifer Friedman, Scientist in Residence, Dr. Pam Reynolds, and school psychologist, Donna Kuriyama.

December 5, 2007

2

To: Board Members

From: Janet Bernard

Through: Tom Bishop

Subject: Report on the Academic Learning Program (ALP)

The Academic Learning Program is a District voluntary intervention program designed to provide instructional support for targeted students at Grades 1-6 below proficient and slightly above proficient in English/Language Arts and/or Mathematics. Students participating in the program are provided with skill reinforcement and/or extension lessons in small groups several times per week. This instruction may occur before and/or after school and as part of a "push-in" model. The "push-in" model, which is implemented during the regular school day, utilizes a certificated teacher to instruct students in the classroom or as part of a pull-out group in a quiet area outside the classroom. The designated ALP instructor is a certificated teacher who has demonstrated strong knowledge on the grade level content standards and is skilled at using successful intervention approaches to improve student achievement. In 2006-07, the majority of ALP students received instruction in a "push-in" setting.

The following operational strategies were implemented in 2006-07 to improve program effectiveness:

- Students were provided with a positive and clear purpose for their participation.
- Identified students for the program included all students below proficient and twenty points above the threshold scale score for proficiency on the 2006 STAR test. For Grades 1 and 2, the Developmental Reading Assessment (DRA), DIBELS Reading Assessment, and Everyday Mathematics Program assessments were used to identify targeted students.
- Communication with parents was more consistent and ongoing.
- ALP teachers continued to collaborate with classroom teachers as part of our ongoing professional learning communities work.

In 2006-07, the third year of program implementation, 394 identified ALP students from Grades 2-6 had valid STAR test scores in English/Language Arts. (See Attachment A)

Analysis

- Nearly 65% of participating students attained proficiency on the 2007 STAR test.

- 80% of students at Grade 4 attained proficiency on the 2007 STAR test with 28 students (31%) reaching the advanced level designation.
- 72% of students at Grade 6 attained proficiency with 21 students (24%) reaching the advanced level designation.
- 41% of Grade 3 students (30%) reached proficiency.
- Approximately 40% of English Learners (17) reached proficiency with four students attaining the advanced level designation.

In Mathematics, 395 identified ALP students from Grades 2-6 had valid STAR test scores. (See Attachment B)

Analysis

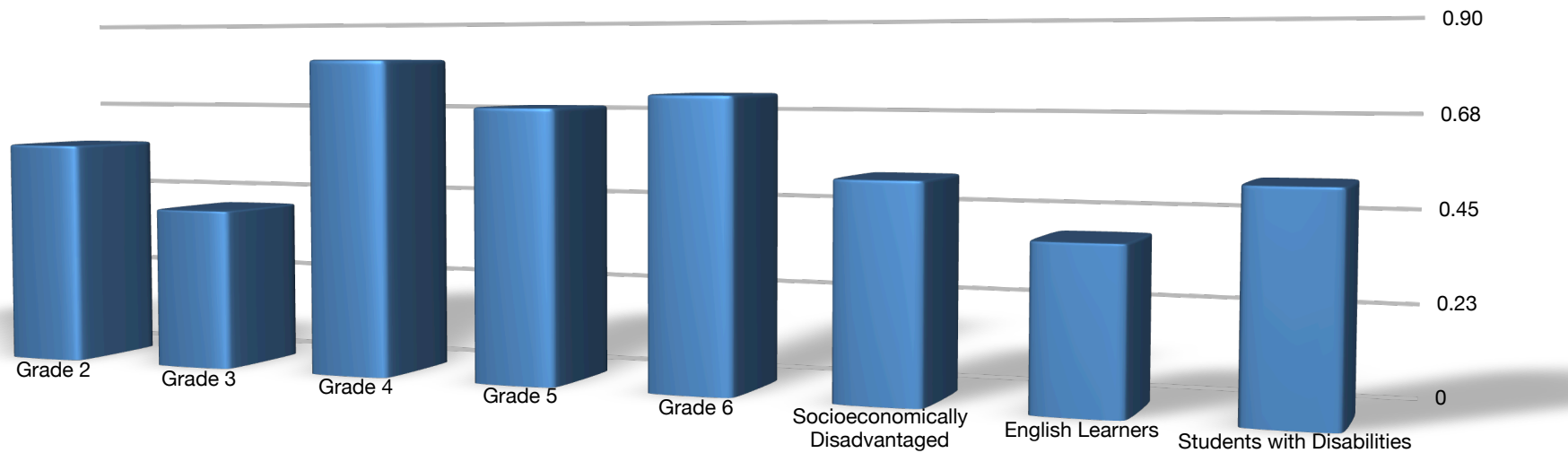
- Nearly 71% of participating students attained proficiency on the 2007 STAR test.
- Identified students with disabilities and students at Grade 6 achieved the highest percentage of proficiency with nearly 78% and 75% being proficient respectively.
- 71% of students at Grade 4 attained proficiency with 42 students reaching the advanced level designation.
- 72% of students at Grade 2 attained proficiency with 20 students reaching the advanced level designation.

Overall, staff is pleased with the progress students are making as part of the Academic Learning Program. We would like to commend every site for their commitment and dedication to all students attaining academic proficiency. We would also like to thank the Board for their continued support of this creative intervention model.

FISCAL IMPACT: Revenue: Unrestricted General Fund Revenues will pay for this program.
Expenditure: \$85,000 was included in the 07-08 Revised Budget at First Interim after adoption of AB1200 in August.
Fund Balance: Fund Balance is correctly reflected regarding this item at the 07-08 First Interim.

RECOMMENDED: For Information Only

STAR 2007 - English Language Arts - Percentage of ALP Students at or Above Proficient

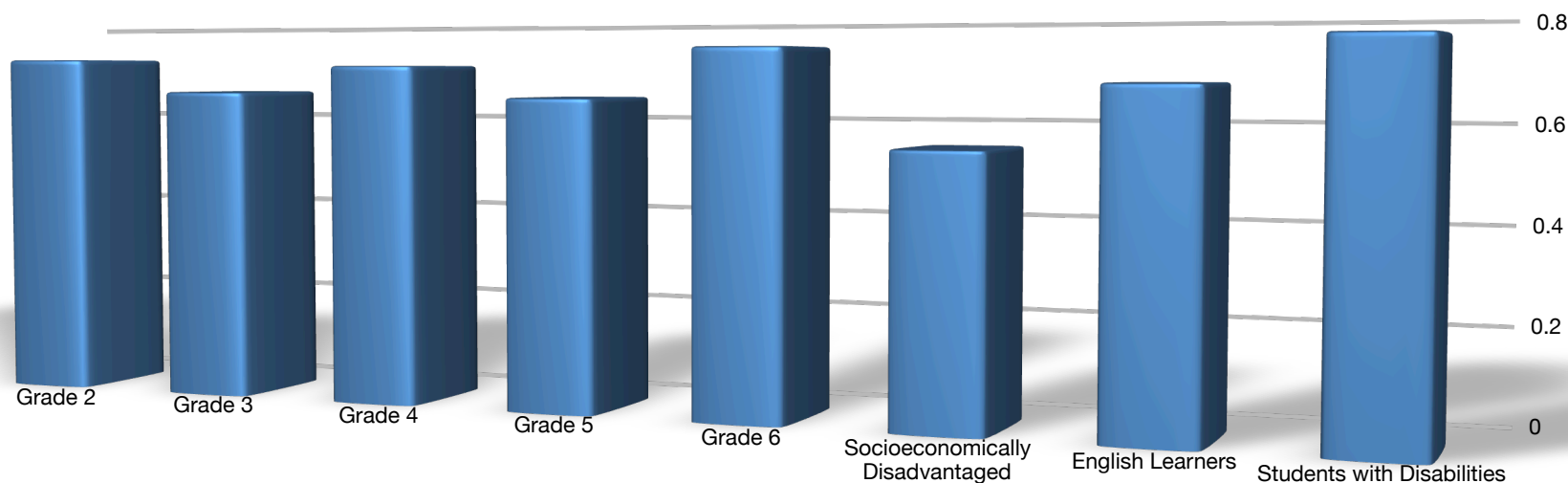


STAR 2007 - English Language Arts - ALP Students

				Number of ALP Students by Performance Level					2007 vs 2006 Performance Level Comparison		
	Number of Valid Scores	Number at or Above Proficient	Percent at or Above Proficient	Far Below Basic	Below Basic	Basic	Proficient	Advanced	Decreased	Maintained	Increased
By Group											
Grade 2	87	50	57.47%	2	8	27	38	12	--*	--*	--*
Grade 3	73	30	41.10%	4	14	25	29	1	25	32	12
Grade 4	91	73	80.22%	0	2	16	45	28	1	30	59
Grade 5	54	37	68.52%	0	4	13	27	10	12	27	10
Grade 6	89	64	71.91%	0	4	21	43	21	7	45	24
Socioeconomically Disadvantaged	38	20	52.63%	1	9	8	17	3	8	11	10
English Learners	43	17	39.53%	1	11	14	13	4	5	8	6
Students with Disabilities	49	26	53.06%	2	4	17	14	12	7	21	11
By Program											
Alternative Learning Program	394	254	64.47%	6	32	102	182	72	45	134	105

*Students begin taking the California Standards Test in the 2nd grade. Therefore, no prior test data is available to compare year to year test scores.

STAR 2007 - Mathematics - Percentage of ALP Students at or Above Proficient



STAR 2007 - Mathematics - ALP Students

				Number of ALP Students by Performance Level					2007 vs 2006 Performance Level Comparison		
	Number of Valid Scores	Number at or Above Proficient	Percent at or Above Proficient	Far Below Basic	Below Basic	Basic	Proficient	Advanced	Decreased	Maintained	Increased
By Group											
Grade 2	88	64	72.73%	0	6	18	35	29	--*	--*	--*
Grade 3	73	48	65.75%	1	7	17	36	12	22	32	15
Grade 4	91	65	71.43%	0	4	22	23	42	17	45	28
Grade 5	54	35	64.81%	1	5	13	24	11	19	25	5
Grade 6	89	67	75.28%	0	6	16	47	20	18	39	19
Socioeconomically Disadvantaged	38	21	55.26%	1	6	10	11	10	7	13	9
English Learners	44	30	68.18%	1	3	10	15	15	5	7	7
Students with Disabilities	49	38	77.55%	0	2	9	21	17	10	19	10
By Program											
Alternative Learning Program	395	279	70.63%	6	32	102	182	72	76	141	67

*Students begin taking the California Standards Test in the 2nd grade. Therefore, no prior test data is available to compare year to year test scores.

December 7, 2007

To: Board Members
From: Tom Bishop
Subject: 08/09 Spanish Immersion Location

Following Board direction, Janet Bernard and I held a parent forum at Sycamore Ridge School at 8:15 AM on Tuesday November 28. About thirty Sycamore Ridge parents attended the forum. Janet Bernard presented a modified PowerPoint slide show that explained the recent history of DMUSD foreign language improvement efforts and also attempted to dispel some of the myths about the Spanish immersion program that are currently being circulated in portions of the Sycamore Ridge parent community. Board member Linda Crawford was present for this forum.

Once the PowerPoint slide show was completed, parents asked many questions that had already been answered during the PowerPoint presentation. This portion of the meeting was emotional for the participants, with some participants asking other participants why they were opposed to the Spanish immersion program.

The November 29 parent forum was cancelled because it was probable that the same level of emotion would have been present and would have produced increased polarization and negativity within the Sycamore Ridge community.

It has never been the intent of the District to create factions at Sycamore Ridge School. The District assumed that the Sycamore Ridge parent community would welcome the arrival of the Spanish immersion program in 08/09 because it would expand our rich educational program and eventually provide Spanish fluency to about 250 DMUSD students district-wide.

On October 30, the DMUSD Board of Trustees voted to establish a Spanish immersion program for the 08/09 school year. The Superintendent recommends against placing the Spanish immersion at Sycamore Ridge for the 08/09 school year because the parent community has not yet embraced the placement of a program.

December 7, 2007

To: Board Members
From: Tom Bishop
Subject: Communication regarding Staff Development

The Board has asked the administration to provide the Board with information each month regarding staff development expenditures. After consulting with the Directors and Principals, the administration has decided to use a pre-existing DMUSD form (DMUSD PROFESSIONAL ACTIVITY-REQUEST FOR ATTENDANCE CONFERENCE/WORKSHOP, last modified in 8/2001) to get the information that the Board wants. Effective January 8, 2008, each employee who attends professional training out of the District will be required to complete this form each time that the employee travels out of the District. The Superintendent's office will collect these forms and once each month staff will create a list showing which employees benefited from out of district staff development. The list will be included in the monthly board packet.

The first "staff development summary list" may be included in the January 23, 2007 Board packet.

FISCAL IMPACT: None

DEL MAR UNION SCHOOL DISTRICT PROFESSIONAL ACTIVITY - REQUEST FOR ATTENDANCE CONFERENCE/WORKSHOP

Name _____

Date _____

Activity Description or Title _____

Activity Location _____

Dates of Activity _____

Estimated Cost Travel _____ Registration _____

Meals _____ Lodging _____

Total Estimated Cost _____

Will a substitute be needed? YES _____ NO _____ NUMBER OF DAYS _____

Who is sponsoring activity? _____

Please attach any correspondence from the sponsor to this form (purchase order, confirmation of release time reimbursement, etc.)

Funding Source if costs and substitute will be paid by a District program _____

If BTSA, Please attach BTSA Requisition (SIP, PAR, MENTOR, etc.)

How do you feel attendance at this activity will improve your ability as a professional educator?

Signature of Principal_____
Date_____
Comments

After attending conference/workshop, obtain a travel reimbursement form from your school secretary. Complete and attach all receipts and forward to the district office for processing. Reimbursement will follow in approximately two weeks.

White – Payroll

Yellow – Accounts Payable

Pink – Site Office

December 7, 2007

To: Board Members
From: Tom Bishop
Subject: Del Mar Heights Foreign Language Program

District staff and the Principal of Del Mar Heights School are working collaboratively to create a new foreign language program at the Heights. Originally the Superintendent anticipated that Heights Principal Wendy Wardlow would have a document ready for Board review on December 12. District staff and Principal Wardlow met for several hours on December 4 to discuss program design and details, including budgets. By the conclusion of the December 4 meeting, everyone agreed that additional meetings will be necessary before the Heights foreign language proposal can be presented to the Board. District staff has scheduled two more working meetings with Principal Wardlow in early January, and we anticipate that the Heights foreign language proposal will be ready for the January 23, 2008 board meeting.

Principal Wardlow will be present tonight. She will be distributing a binder of information about foreign language resources that are available to elementary schools. Much of the information describes the formation of FLES/FLEX second language programs.

On December 5, the District Superintendent directed the DMUSD Director of Personnel to immediately post a 0.20 FTE BCLAD teacher position to prepare for a possible foreign language program at the Heights. The Heights foreign language proposal will be presented by Principal Wardlow and Assistant Superintendent for Curriculum Janet Bernard at the January 23, 2008 Board meeting

December 12, 2007

To: Board Members
From: Tom Bishop
Subject: Possible CSBA Delegate Assembly Nomination

Each year the California School Boards Association (CSBA) conducts nomination procedures for representatives to CSBA's Delegate Assembly.

The DMUSD pays dues to belong to the California School Board Association, which is governed by an Executive Director and the CSBA Delegate Assembly, which is composed of approximately 270 delegates who are elected by local school board members in 21 geographic regions throughout California.

Each board may nominate as many individuals as it chooses. Nominations are accepted until January 7, 2008.

If a member of the DMSUD Board of Trustees wishes to seek election to the CSBA Delegate Assembly, then that Board Member must be formally nominated by the DMUSD Board (which requires action by the Board at a regular Board meeting). CSBA Delegates serve a two-year term.

If any members of the DMSUD Board wish to be nominated by the DMSUD Board of Trustees on December 12, please notify the Superintendent by December 10.

Attachment: Delegate and Nomination Information

FISCAL IMPACT: None.

RECOMMENDED: For Information Only. Action Required for Nominations.

TIME SENSITIVE – For Board ACTION –¹¹

Nominations due Monday, January 7, 2008.

Please deliver to all members of the governing board. Thank you.

October 26, 2007

MEMORANDUM

TO: Board Presidents and Superintendents - CSBA Member Boards of Education

FROM: Dr. Kathy E. Kinley, President

SUBJECT: **Call for Nominations for CSBA Delegate Assembly**

NEW DEADLINE DATE: Nominations and Biographical Sketch forms for CSBA's Delegate Assembly will be accepted until Monday, January 7, 2008. Any CSBA member board is eligible to nominate board members within their geographical region or subregion. Each board may nominate as many individuals as it chooses by using the enclosed nomination form or submitting a letter of nomination. All nominees must submit the enclosed **required** biographical sketch along with their nomination form. (An optional one-page, one-sided résumé may also be submitted.) The U.S. Post Office postmark or fax deadline for this required nomination and biographical sketch and optional résumé is Monday, January 7, 2008. (A mailed copy is preferable to a fax.)

CSBA Delegate serve two-year terms. Those elected in 2008 will serve beginning April 1 through March 31, 2010. There are two Delegate Assembly meetings each year, one in May prior to CSBA's Legislative Action Conference in Sacramento and one preceding the CSBA Annual Education Conference in November/December. Each Delegate is required to attend these two meetings each year.

For further information about the Delegate Assembly, please contact Charlyn Tuter in the Administration department at (800) 266-3382. You may also visit our Web site at <http://www.csba.org/AboutCSBA.aspx> to complete the forms, print and send to CSBA.

Enclosures: All forms are available online at <http://www.csba.org/AboutCSBA.aspx>

- Nomination Form
- Biographical Sketch Form (Available in editable PDF form online)
- Important Dates
- List of all Delegates whose term expires in 2008
- Delegate Assembly Flyer





CSBA

Delegate Nomination Form

Due: Monday, January 7, 2008

CSBA Region/subregion # ____/____

The Board of Education of the _____
(Nominating School District/COE name)

wishes to nominate: _____
(Nominee name)

The nominee is a member of the _____
(Nominee School District/COE name)

and is a member of the California School Boards Association.



Attached is the nominee's required completed one-page biographical sketch and optional one-page, single-sided, résumé

Board Clerk or Board Secretary (signed)

Date

Board Clerk or Board Secretary (printed)

PLEASE NOTE:

The nomination and biographical sketch form must be faxed or U.S. postmarked no later than **Monday, January 7, 2008**. *Nominations U.S. postmarked or faxed after January 7 cannot be accepted.* Any questions, please contact Charlyn Tuter at (800) 266-3382.

Return nomination to:

California School Boards Association

3100 Beacon Blvd., P.O. Box 1660 | West Sacramento, CA 95691-1660

(916) 371-4691 (800) 266-3382 | Fax: (916) 371-3407 or (916) 669-3305 | www.csba.org

**CSBA****2008 Delegate Assembly Biographical Sketch Form**

13

Due: Monday, January 7, 2008 (U.S. Postmark or fax – 916.669.3305 or 916.371.3407)

This **required**, one-page, single-sided, biographical sketch form must be completed in the spaces provided. An optional, single-sided, one-page résumé may also be submitted. This required form and **optional** résumé will be copied exactly as received. Please **do not** state "See résumé."

Any page(s) exceeding this one page, single-sided requirement for the bio sketch and the optional résumé will **not** be accepted.

Name		Region/Subregion	
Address		City	Zip
Res. Ph.	Bus. Ph.	E-mail	
District	ADA	Years on board	
Are you a continuing CSBA Delegate? _____		If yes, how long have you served as a Delegate? _____	

Please describe your activities/involvement or interests in your local district.

Please describe any other education-related activities/involvement.

Please describe your activities/involvement in CSBA and explain why you are interested in serving as a CSBA Delegate.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate if elected.

Signature

Date

IMPORTANT

New deadline date for nomination and biographical sketch forms: **Monday, January 7, 2008**

Important 2008 Dates to keep in mind:

- Monday, January 7: U.S. Postmark or fax deadline for *required* Nomination and Biographical Sketch Forms
- By Friday, February 1: Ballots mailed to Member Boards
- February 1 – March 17: Boards vote for Delegates
- Monday, March 17: Deadline for the ballots to be returned to CSBA (U.S. Postmark ONLY) Normal deadline is March 15, however in 2008 this falls on a Saturday, therefore the deadline will be March 17.
- By Monday, March 31: Ballots to be tallied
- By Thursday, April 1: Election results, except for run-offs, will be posted on CSBA's Web site
- Wednesday, April 30: Deadline for run-off ballots (U.S. Postmark ONLY)
- Saturday, May 17 – Sunday, May 18: Delegate Assembly meeting in Sacramento



California School Boards Association
3100 Beacon Blvd., P.O. Box 1660 | West Sacramento, CA 95691-1660
(916) 371-4691 (800) 266-3382 | Fax: (916) 371-3407 or (916) 669-3305 | www.csba.org

CSBA DELEGATES WHOSE ELECTED TERM EXPIRES IN 2008

15

Below are the names of Delegates in each region/subregion whose term expires in 2008 and are up for re-election, if they choose to run. Delegates must be nominated by a CSBA member board that is located within the region or subregion. If a subregion is not listed, it is because the Delegate's term has not expired. *Nomination and Biographical Sketch forms are due by January 7, 2008.*

REGION 1 - Counties: Del Norte, Humboldt, Lake, Mendocino

Subregion 1-A (Del Norte, Humboldt)

Bob Berkowitz (Del Norte County USD)

REGION 2 - Counties: Lassen, Modoc, Plumas, Shasta, Siskiyou, Trinity

Subregion 2-C (Lassen, Plumas)

Vacant – This Delegate seat open for nominations

REGION 3 - Counties: Marin, Napa, Solano, Sonoma

Subregion 3-A (Sonoma)

Christina Kauk (Petaluma City ESD & Joint Union HSD)

Subregion 3-C (Solano)

Charles B. Wood (Fairfield-Suisun USD)

Subregion 3-D (Marin)

Cindi Clinton (Novato USD)

REGION 4 - Counties: Butte, Colusa, Glenn, Nevada, Placer, Sierra, Sutter, Tehama, Yuba

Subregion 4-A (Glenn, Tehama)

Steven Meagher (Red Bluff Union ESD)

Subregion 4-D (Nevada, Placer, Sierra)

Lynn MacDonald (Placer Union HSD)

REGION 5 - Counties: San Francisco, San Mateo

Subregion 5-B (San Mateo)

Karen L. Clancy (Belmont-Redwood Shores ESD)

Melodie Lew (San Mateo-Foster City SD)

REGION 6 - Counties: Alpine, Amador, El Dorado, Mono, Sacramento, Yolo

Subregion 6-A (Yolo)

Mary Jo Rodolfa (Winters Joint USD)

Subregion 6-B (Sacramento)

Ron Dwyer-Voss (Natomas USD)

Wess Larson (Rio Linda Union ESD)

Teresa Stanley (Folsom-Cordova USD)

Subregion 6-C (El Dorado, Amador, Alpine, Mono)

Ellen Driscoll (Rescue Union ESD)

REGION 7 - Counties: Alameda, Contra Costa

Subregion 7-A (Contra Costa)

Laura Canciamilla (Pittsburg USD)

Kathi McLaughlin (Martinez USD)

Joyce Seelinger (Antioch USD)

Subregion 7-B (Alameda)

George Granger (Castro Valley USD)

Joaquin J. Rivera (Berkeley USD)

Janice Schaefer (Newark USD)

Anne White (Livermore Valley Joint USD)

REGION 8 - Counties: Calaveras, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne

Subregion 8-A (San Joaquin)

Diana Machado (Linden USD)

Evelyn Moore (Manteca USD)

Subregion 8-C (Stanislaus)

Diane Sol (Ceres USD)

Subregion 8-D (Merced)

Barbara Williamson (Atwater ESD)

REGION 9 - Counties: Monterey, San Benito, San Luis Obispo, Santa Cruz

Subregion 9-A (Santa Cruz, San Benito)

Bernard Bricmont (Live Oak ESD)

Subregion 9-B (Monterey)

Carlos E. Noriega (Monterey Peninsula USD)

Subregion 9-C (San Luis Obispo)

Chris Ungar (San Luis Coastal USD)

REGION 10 - Counties: Fresno, Kings, Madera

Subregion 10-B (Fresno)

Gilbert F. Coelho (Firebaugh-Las Deltas USD)

Betsy J. Sandoval (Clovis USD)

Norman Saude (Sierra USD)

Subregion 10-C (Kings)

Beverly Rodriguez (Pioneer Union ESD)

REGION 11 - Counties: Santa Barbara, Ventura & Las Virgenes USD

Subregion 11-A (Santa Barbara)

Karen Anderson (Montecito Union ESD)

Subregion 11-B (Ventura County and Las Virgenes USD)

Darlene A. Bruno (Hueneme ESD)

Dolores Didio (Conejo Valley USD)

Jan Iceland (Oak Park USD)

Socorro Lopez Hanson (Oxnard Union HSD)

REGION 12 - Counties: Kern, Tulare

Subregion 12-A (Tulare)

Melissa Janes (Tulare City ESD)

Richard Morris (Porterville USD)

Subregion 12-B (Kern)

Olaf Landsgaard (Southern Kern USD)

Pam Lochhead (Sierra Sands USD)

REGION 15 - Counties: Orange County and Lowell Jt. USD

Tammie Bullard (Tustin USD)

Shirley Carey (Huntington Beach City ESD)

Meg Cutuli (Los Alamitos USD)

Judy Franco (Newport-Mesa USD)

Susan Henry (Huntington Beach Union HSD)

Donna McDougall (Cypress ESD)

Esther H. Wallace (Magnolia ESD)

Sharon Wallin (Irvine USD)

REGION 16 - Counties: Inyo, San Bernardino

Subregion 16-B (San Bernardino)

Holly Eckes (Adelanto ESD)

Cathline Fort (Etiwanda ESD)

Dennis W. Mobley (Rialto USD)

Judy M. Munoz (Victor Valley Union HSD)

Caryn Payzant (Alta Loma ESD)

Wilson So (Apple Valley USD)

Donna West (Redlands USD)

REGION 17 - County: San Diego

Mary Chidester Borevitz (San Marcos USD)

James Grier, Jr. (National SD)

Pamela Grosso (Escondido Union HSD)

Barbara Groth (San Dieguito Union HSD)

Althea F. Jones (South Bay Union ESD)

Jeff Kover (Cajon Valley Union ESD)

Steve Lilly (Vista USD)

Bertha J. Lopez (Chula Vista ESD)

Anne Renshaw (Fallbrook Union ESD)

REGION 18 - Counties: Imperial, Riverside

Subregion 18-A (Riverside)

Bruce N. Dennis (Nuview Union SD)

Gregg Figgins (Hemet USD)

Jesus M. Holguin (Moreno Valley USD)

Marla Kirkland (Val Verde USD)

Tom Thomas (Lake Elsinore USD)

Subregion 18-B (Imperial)

Jeanne Vogel (Central Union HSD)

REGION 20 - County: Santa Clara

Michael J. Mendizabal (Milpitas USD)

Rudy Nasol (Berryessa Union SD)

Nancy Newkirk (Sunnyvale SD)

Randy J. Scofield (Cambrian ESD)

Kathleen Sullivan (Morgan Hill USD)

REGION 22 - County: North Los Angeles

Albert S. Beattie Sr. (Antelope Valley Union HSD)

Gwendolyn Farrell (Westside Union ESD)

John Altin Ginn (Eastside Union SD)

REGION 23 - Counties: San Gabriel Valley and East Los Angeles County

Subregion 23-A

Virginia Dalbeck (La Canada USD)

Ed Honowitz (Pasadena USD)

Gregory Krikorian (Glendale USD)

Subregion 23-B

David A. Flores (El Monte Union HSD)

Subregion 23-C

Charles Coyne (Bonita USD)

Camie Poulos (West Covina USD)

Joseph Probst (Charter Oak USD)

REGION 24 - County: Southwest Crescent - Los Angeles County

Leighton Anderson (Whittier Union HSD)

Stewart Bubar (Culver City USD)

Dora M. De La Rosa (Palos Verdes Peninsula USD)

Donald E. LaPlante (Downey USD)

Barbara Lucky (Palos Verdes Peninsula USD)

Ann M. Phillips (Lawndale ESD)

Alison Pigott (East Whittier City ESD)

Alissa Roston (Beverly Hills USD)

Mark Steffen (Torrance USD)

10/16/2007





Providing Leadership for California's School Districts and County Offices of Education

ABOUT THE DELEGATE ASSEMBLY

CSBA's Delegate Assembly is a vital link in the Association's governance structure. The Delegate Assembly sets the general policy direction for the Association. Working with local districts, county offices, the Board of Directors and Executive Committee, Delegates ensure that the Association reflects the interests of school districts and county offices of education throughout the state.

The Delegate Assembly is made up of approximately 270+ Delegates who are elected by local board members in 21 geographic regions throughout the state. Some geographic regions have been further divided into subregions. Ex-officio members of the Delegate Assembly with all privileges of membership include members of CSBA's Board of Directors, past presidents of CSBA and the immediate past

president of the California County Boards of Education (CCBE).

Delegates serve two-year terms beginning April 1. They meet twice a year to conduct business, and may also meet with the other Delegates and the Director within their region. Furthermore, they participate in CSBA events and they maintain contact with local boards in their region.

CSBA GOVERNANCE

Delegates and Directors are CSBA's key governance links. They enable the Association to serve California's more than 1,000 school districts and county offices of education and its more than 5,000 locally elected school board members.



1,000+ School Districts and County Offices of Education with 5,000+ School and County Board Members
(Divided into geographic regions)



Delegate Assembly
(270+ Delegates elected by local boards in each CSBA region)

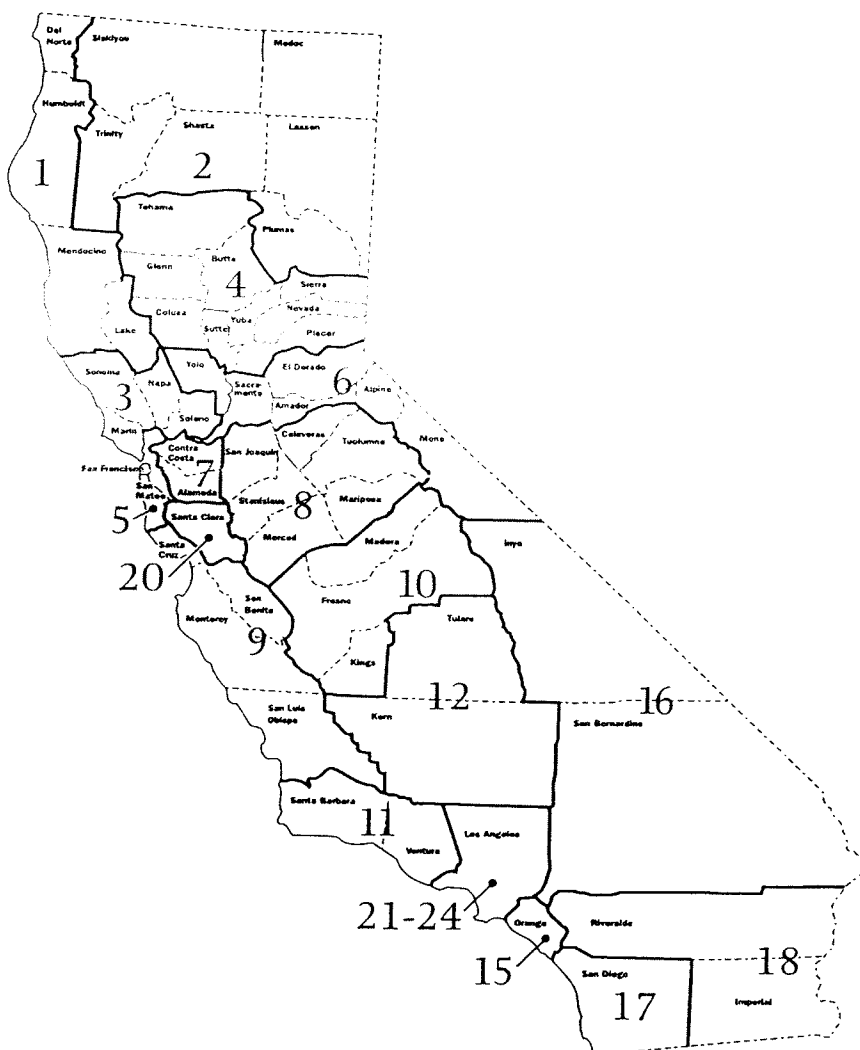


Board of Directors
(26 Directors elected by the Delegate Assembly)



Executive Committee
(4 officers elected by the Delegate Assembly, plus the Executive Director)

CSBA GEOGRAPHIC REGION MAP



(continued)

BECOMING A DELEGATE

QUALIFICATIONS

To be eligible to serve on CSBA's Delegate Assembly, a board member must:

- be a trustee of a district or county office of education that is a current member of CSBA; and
- be a trustee of a district or county office of education within the geographic region or subregion which the Delegate will represent.

TERM OF OFFICE

The term of office for each Delegate is two years and begins on April 1. Within each region, approximately half of the Delegates are elected in even-numbered years and half in odd-numbered years.

APPOINTMENTS TO THE DELEGATE ASSEMBLY

Districts with an ADA of 30,000–39,999 may appoint one Delegate. Additional appointments may be made as follows:

40,000–99,999 ADA:

two Delegate seats

100,000–299,999 ADA:

three Delegate seats

300,000 ADA or higher:

seven Delegate seats

These districts also may participate in the nomination and selection of the other Delegates from that region or subregion.

NOMINATIONS AND ELECTIONS

NOMINATIONS

Nominations for Delegate Assembly seats are made each year between the last Friday in October and January 7.

A board member must be formally nominated by a board in the region or subregion and may be nominated by his or her own district or county office. The nomination is an action that is taken in a public board meeting and requires a majority vote. A board may nominate as many individuals as it wishes. Nominees must sign a confirmation that they are willing to serve. *It is critical that nominations and biographical sketch forms be delivered to the CSBA office, faxed or postmarked on or before January 7; late nominations and biographical sketch forms will not be accepted.*

ELECTIONS

Ballots are mailed by February 1 to each district or county board within the region or subregion which has a vacancy. Ballots must be delivered to the CSBA office or postmarked by March 15 in order to be accepted. Ballots may not be faxed.

Voting for Delegates is an action of the entire board rather than individual board members; therefore, it is done at a public meeting and requires a majority vote. Each board may vote for as many persons as there

are positions to be filled within the region or subregion. The ballot will indicate how many positions are available. For example, if the terms of four Delegates are expiring, each board may vote for up to four persons. County boards vote only for the county seat within the region.

TIMELINE FOR DELEGATE ELECTIONS

Last Friday in October–Jan. 7	Nominations and biographical sketches are submitted by local boards.
Feb. 1–March 15	Local boards vote and return ballots to CSBA.
April 30	Closing date for any run-off election held in regions or subregions with a tie vote.
By May 11	Final results are distributed to the CSBA membership.
May Delegate Assembly	Seating of new Delegates.

ROLES AND RESPONSIBILITIES OF DELEGATES

Delegates set the general policy direction and fulfill a critical governance role within the Association. They communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Delegates give policy and legislative direction through the adoption of the Policy Platform every two years and the adoption of other policy statements as needed. They also speak on issues and provide direct advocacy on behalf of the Association.

Delegates play an important communications and support role within their region. They also elect the Association's officers and Board of Directors. The authority and primary duties of Delegates are contained in the CSBA Bylaws.

DELEGATES' ROLES AND RESPONSIBILITIES

Primary responsibilities of Delegates include:

- providing a link to other public officials at the local, state and national levels;
- providing a communications link between local board members and the regional Director;
- attending all Delegate Assembly meetings;
- adopting the Policy Platform which guides the Association's policy and political leadership activities;
- as needed, adopting policies and positions to supplement the Platform;
- providing testimony and input on critical issues;
- electing the officers, Board of Directors and Nominating Committee members;
- adopting the Association's Bylaws;
- serving on committees, task forces and focus groups; and
- supporting the Association's activities and events.



December 7, 2007

To: Board Members

From: Tom Bishop

Subject: Second Reading and Approval of the 2008/2009 DMUSD Master Calendar

On October 30, the Board of Trustees reviewed the first draft of the proposed 08/09 DMUSD calendar, which is aligned with the SDUHSD calendar except for October 6 and June 12.

The 08/09 DMUSD calendar contains a regular instruction day on October 6, while the 08/09 SDUHSD calendar contains a staff development day on October 6. By scheduling a regular instructional day on October 6, the last DMUSD instructional day of the 08/09 school year will be on Thursday June 11. The last instructional day for SDUHSD students will be June 12.

The draft 08/09 Master calendar was shared with the members of the PTA Presidents Advisory Committee who suggested no changes. The draft 08/09 calendar was also shared with the members of DMCTA Professional Relations Committee who suggested that Wednesday June 12 be a full day of instruction, and that Thursday June 11 be a half-day. The administration has accepted this suggestion and has changed June 11 to be a full day of instruction and changed June 12 to be a half-day.

The Superintendent recommends that the Board of Trustees approve the 2008/2009 Master Calendar as presented tonight.

DEL MAR UNION SCHOOL DISTRICT
2008-2009 SCHOOL CALENDAR

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School Month	M	T	W	Th	F	Attendance Days	Cumulative Attendance Days	Holidays and Other Information
June/July	23	24	25	26	27	0	0	6/30
	30	1	2	3	4	0	0	*7/4
	7	8	9	10	11	0	0	
	14	15	16	17	18	0	0	
July/Aug	21	22	23	24	25	0	0	7/25
	28	29	30	31	1	0	0	
	4	5	6	7	8	0	0	
	11	12	13	14	15	0	0	8/11
	18	19	√20	√21	√22	0	0	8/20 – 8/22
1)Aug/Sept	25	26	27	28	29	5	5	8/25
	*1	2	3	4	5	4	9	*9/1
	8	9	10	11	12	5	14	
	15	16	17	18	19	5 (19)	19	
2)Sept/Oct	22	23	24	25	26	5	24	
	29	30	1	2	3	5	29	
	6	7	8	9	10	5	34	
	13	14	15	16	17	5 (20)	39	
3)Oct./Nov	<u>20</u>	<u>21</u>	<u>22</u>	<u>23</u>	<u>24</u>	5	44	10/20-10/24
	27	28	29	30	31	5	49	<i>Parent Conferences • (minimum days)</i>
	3	4	5	6	7	5	54	
	*10	11	12	13	14	4 (19)	58	*11/10
4)Nov/Dec	17	18	19	20	21	0	58	
	24	25	26	*27	*28	5	63	11/24 - 11/28
	1	2	3	4	5	5	68	Thanksgiving Week
	8	9	10	11	12	5	73	
	15	16	17	18	*19	4	77	12/19 - 1/2
	22	23	*24	*25	26	0 (19)	77	Winter Recess
5)Dec/Jan	29	30	*31	*1	2	0	77	
	5	6	7	8	9	5	82	
	12	13	14	15	16	5	87	
	*19	20	21	22	23	4 (14)	91	*1/19
6)Jan/Feb	†26	†27	28	29	30	3	94	1/26, 1/27
	2	3	4	5	6	5	99	†Staff Inservice
	9	10	11	12	*13	4	103	*2/13- *2/16
	*16	17	18	19	20	4 (16)	107	*Presidents' Days Observed
7)Feb/March	<u>23</u>	<u>24</u>	<u>25</u>	<u>26</u>	<u>27</u>	5	112	2/23-2/27
	2	3	4	5	6	5	117	<i>Parent Conferences • (minimum days)</i>
	9	10	11	12	13	5	122	
	16	17	18	19	20	5 (20)	127	
8) Mar/April	23	24	25	26	27	5	132	
	30	31	1	2	3	5	137	
	6	7	8	9	10	0	137	4/6 – 4/10
	13	14	15	16	17	5 (15)	142	Spring Break
9)April/May	20	21	22	23	24	5	147	
	27	28	29	30	1	5	152	
	4	5	6	7	8	5	157	
	11	12	13	14	15	5 (20)	162	
10)May/June	18	19	20	21	22	5	167	
	*25	26	27	28	29	4	171	*5/25
	1	2	3	4	5	5	176	*6/11
	8	9	10	11	√12	4 (18)	180	*6/12
	†15	16	17	18	19			

Total Attendance Days ----- 180

√ Teacher Work Days: 8/20/08, 8/21/08, 8/22/08, 6/12/09

† Teacher Inservice days: 1/26/09, 1/27/09

Contracted Teacher Workdays ----- 184

Dates of legal holidays *

Dark Shading Denotes No School for Students

Italics Denotes Minimum Days for Students

Presented for a 2nd Reading by the Board of Trustees: December 12, 2007

DEL MAR UNION SCHOOL DISTRICT
2008/2009 Employee Holiday Schedule

The holiday schedule for Management, Confidential and Regular Classified employees shall be:

Independence Day	Wednesday, July 4, 2008
Labor Day	Monday, September 1, 2008
Veteran's Day Observed	Monday, November 10, 2008
Thanksgiving Day	Thursday, November 27, 2008
Day after Thanksgiving	Friday, November 28, 2008
In lieu of Admission Day	Friday, December 19, 2008
Christmas Eve	Wednesday, December 24, 2008
Christmas Day	Thursday, December 25, 2008
New Year's Eve	Wednesday, December 31, 2008
New Year's Day	Thursday, January 1, 2009
Martin Luther King Day Observed	Monday, January 19, 2009
Lincoln's Day Observed	Friday, February 13, 2009
Washington's Day Observed	Monday, February 16, 2009
Memorial Day Observed	Monday, May 25, 2009

The working schedule for part-time hourly employees shall conform to the student instructional calendar.

2008/2009 Master Calendar: Presented to the Board of Trustees for 2nd Reading, on December 12, 2007

December 3, 2007

To: Board of Trustees
From: Trish Snider
Through: Tom Bishop
Subject: 2008-2009 Enrollment Calendar

The draft calendar is the proposed timeline for the enrollment process for the 2008-2009 school year.

FISCAL IMPACT: None

RECOMMENDED: The Superintendent Recommends Approval of the 2008-2009 Enrollment Calendar.

8.3

**Timeline for DMUSD Registration of
Incoming 2008/2009 Students**

23

DRAFT

Wednesday, February 20, 2008	Board First Reading of 2008/2009 Site/Grade Level Enrollment Caps
	Board First Reading of 2008/2009 B.P./A.R. 5111.1, 5116, 5116.1
Week of March 3-7, 2008	Kindergarten Visitation Week for Parents
Wednesday, March 12, 2008	Kindergarten Registration for 2008/2009 Incoming Resident Kindergartners from 1:00 – 6:00 pm
Wednesday, March 19, 2008	Board Second Reading/Approval of 2008/2009 site/grade level enrollment caps and revised B.P./A.R. 5111.1, 5116, 5116.1
Friday, March 21, 2008	2008/2009 Pupil Placement forms are distributed to currently enrolled DMUSD students (due to school office March 28th)
Monday, March 24, 2008	Registration commences for 2008/2009 Incoming Resident Students in Grade 1 – 6 from 9:00 am – 3:00 pm
Friday, March 28, 2008	2008/2009 Pupil Placement forms for all currently enrolled DMUSD students are due to school offices
Friday, June 20, 2008	Last day of 2008/2009 Incoming Resident Student Registration at all school sites (K-6 th grade)
	School Admins send Intradistrict Transfer requests to Pupil Services Department
Tuesday, June 24, 2008	School Admins. Class placement meeting with Trish
Monday, July 7 –Aug. 1, 2008	Registration for 2008/2009 Incoming Resident Students at the District Office from 9:00 am – 12:00 pm
Friday, Aug. 1, 2008	Last day to submit Intradistrict Transfer request
Friday, Aug. 8, 2008	Last day to inform parents of Intradistrict Transfer approval or denial
Monday, August 11, 2008	Registration for 2008/2009 Incoming Resident Students at all School Sites from 9:00 am – 12:00 pm
Tuesday, August 12, 2008	Registration for 2008/2009 Incoming Students (including pending residency) at all School Sites from 1:00 – 3:30 pm
Tuesday, August 19, 2008	Consideration of previously denied Intradistrict Transfers

December 7, 2007

To: Board Members

From: Tom Bishop

Subject: Second Reading and Approval Board Bylaw 9400—Board Self-Evaluation

New Board Bylaw 9400 was given a first reading by the Board on September 26, 2007. On November 14, the Board approved the self-evaluation instruments that it will use as it completes the Board's self-evaluation. The Board asked staff to bring back both BB 9400 and the self-evaluation instruments for final approval tonight.

Superintendent recommends that the Board approve new BB 9400 and the Board Self Evaluation instruments that were presented on November 14.

.....

The Board may wish to discuss a date in January 2008 for a special board meeting where the Board will discuss the Board's performance during 2007. The Board may also wish to discuss a facilitator for this special board meeting.

November 10, 2007

To: Board Members

From: Tom Bishop

Subject: Second Reading and Approval of new BB 9400 Board Self-Evaluation

In September 2007 Board members McDowell and Crawford met with the superintendent to develop a new Board Bylaw 9400, Board Self-Evaluation. BB 9400 was presented to the Board on September 26 for its first reading. Since then Board members McDowell and Crawford met again to determine which self-evaluation instruments should be used by the Board as individual Board members complete the self-evaluation instruments. Board members McDowell and White are recommending that the CSBA "School Board Self-Evaluation Survey" be one instrument and that the Indiana School Boards Association "Board Self Evaluation Instrument CAP year 2007-08 be the other instrument, subject to staff contacting the Indiana School Boards Association to get their permission to use their instrument.

There have been no changes in BB 9400 since the first reading, so BB 9400 and the self-evaluation instruments from CSBA and the Indiana School Boards Association are recommended for Board approval tonight.

**DEL MAR UNION SCHOOL DISTRICT
BYLAWS/ADMINISTRATIVE REGULATIONS OF THE BOARD**

BOARD BYLAW 9400: BOARD SELF-EVALUATION

Effective and efficient Governing Board operations are an integral part of creating a successful educational program. In order to measure progress toward its stated goals and objectives, the Board will schedule a time and place annually at which all its members may participate in a formal self-evaluation.

The Board shall be evaluated as a whole and not as individuals. The evaluation will focus on the internal operations and performance of the Board. The Board members shall develop goals and objectives against which the Board will be evaluated. A self-evaluation instrument will be based on these goals and objectives and not on goals set for the District.

Each *participating* Board member will complete the self-evaluation instrument independently. The ensuing evaluation will be based on the resulting composite picture of Board strengths and weaknesses. The Board will discuss the tabulated results as a group.

The evaluation process should include the establishment of strategies for improving Board performance. Revised priorities and new goals will be set for the following year's evaluation.

The Board may invite the Superintendent and others to participate in the evaluation and suggest specific criteria to measure Board success as a governing body.

SCHOOL BOARD SELF-EVALUATION SURVEY

SECTION 3 - THE INDIVIDUAL TRUSTEE

In California's education system, a trustee is a person elected or appointed to serve on a school district or county board of education. Individual trustees bring unique skills, values and beliefs to their board. In order to govern effectively, individual trustees must work with each other and the superintendent to ensure that a high quality education is provided to each student.

To be effective, an individual trustee meets these standards:

		I DO THIS:				
		Always	Often	Rarely	Never	Unsure
1	Keeps learning and achievement for <u>all</u> students as the primary focus.					
2	Values, supports and advocates for public education.					
3	Recognizes and respects differences of perspective and style on the board and among staff, students, parents and the community.					
4	Acts with dignity, and understands the implications of demeanor and behavior.					
5	Keeps confidential matters confidential.					
6	Participates in professional development and commits the time and energy necessary to be an informed and effective leader.					
7	Understands the distinctions between board and staff roles, and refrains from performing management functions that are the responsibility of the superintendent and staff.					
8	Understands that authority rests with the board as a whole and not with individuals.					
TOTALS:						

**THE BOARD SELF-EVALUATION
INSTRUMENT
CAP YEAR 2007-8**

A School Board Self-Assessment
Process and Form

School Corporation: _____

Date: _____

Please check if this assessment is being performed as partial requirement for Master Board or Exemplary Board recognition.

- ☐ Master Board
☐ Exemplary Board

PLEASE RETURN COMPLETED ASSESSMENTS TO THE:

**DIRECTOR OF BOARD SERVICES
INDIANA SCHOOL BOARDS ASSOCIATION
ONE NORTH CAPITOL, SUITE 1215
INDIANAPOLIS, INDIANA 46204**

DIRECTIONS

Please rank every item in the “CURRENT” column on a scale of 1 – 5 with “1” being the lowest or least favorable response and “5” being the greatest or most favorable response. At the same time, rank each item for its importance to school governance, as you perceive it to be within your school system, in the “VALUE” column, similarly using a scale of 1 – 5, with a “1” being of minimal importance and “5” being very important.

Be sure to review the completed assessment to assure you have responded to every item. The assessment analysis relies on the board’s average answers for each question and overall averages for each category. Failing to answer questions will artificially skew the analysis, thereby minimizing the assessment’s value or potentially invalidating the entire assessment.

Lastly, your responses should only reflect your own perceptions and values, not what you anticipate will be the responses of other board members.

BOARD MEETINGS	CURRENT	VALUE
1.1 Board members have a means whereby they can place an item on the board meeting agenda.		
1.2 Board members are adequately prepared for board meetings.		
1.3 Sufficient time and opportunity exists for board members to review the agenda before a board meeting.		
1.4 The board focuses its discussions on issues rather than personalities.		
1.5 The board confines its meetings to a reasonable length of time.		
1.6 The board solicits participation by each board member.		
1.7 Board members refrain from introducing items of a complex or controversial nature (surprises) not listed on the agenda.		
1.8 All subjects discussed in executive session are those that are legal under the law.		
TEAM BUILDING	CURRENT	VALUE
2.1 The board is able to disagree on matters and still maintain an attitude of mutual respect and trust.		
2.2 Other members of your school board pay attention to what you are saying.		
2.3 Members of your school board encourage each other to work as a team.		
2.4 Other school board members have confidence and trust in you.		
2.5 You have confidence and trust in other school board members.		
DECISION-MAKING	CURRENT	VALUE
3.1 Board members refrain from making commitments outside of board meetings.		
3.2 The board treats confidential information as such for protection of the individual member and the board.		
3.3 The board avoids conflict of interest situations and the appearance of it.		
3.4 The board is comprised of members who vote their convictions.		
3.5 The board is comprised of members who display the willingness to devote the necessary time to become as effective as possible.		
3.6 The board represents the entire school corporation rather than a segment or geographic portion.		
3.7 The board provides for a quality educational program in the school corporation within present financial constraints.		

3.8 The board is involved in management of the school corporation by setting management goals and priorities.		
3.9 Members support majority decision of the board even when individual views may differ from the majority decision.		
3.10 The board reaches decisions by studying all available background data and through careful consideration of the superintendent's recommendation.		
3.11 All members on your school board are given an opportunity to influence the opinions of board members.		
3.12 Differences and disagreements between members of the school board are accepted as normal and then worked through, rather than being neglected and allowed to continue.		
PLANNING	CURRENT	VALUE
4.1 The board has developed and/or adopted a vision for the school corporation.		
4.2 The board is involved in establishing yearly goals and objectives.		
4.3 The board evaluates its progress in achieving its goals and objectives.		
4.4 The board provides for the development of three to five-year plans for the school corporation.		
4.5 The board shares its vision and goals with the public.		
COMMUNICATIONS	CURRENT	VALUE
5.1 Information about important activities and circumstances is shared with school board members.		
5.2 Communication among members on your school board is honest and free from distrust and cover-up.		
5.3 Your superintendent keeps the school board informed about the school board's progress and matters affecting its work.		
MOTIVATION	CURRENT	VALUE
6.1 Your school board members are committed to performing their responsibilities as board members.		
6.2 Members of your on your board feel responsible to attain the goals of the school board.		
6.3 Your input is taken into account when decisions are made.		

BOARD/SUPERINTENDENT/STAFF RELATIONS	CURRENT	VALUE
7.1 The board expects the administrative staff to present options the board may consider in its decision-making role, including probable consequences of each alternative.		
7.2 The board expects the superintendent to be present at all meetings of the board (including closed meetings) except where employment of the superintendent is being considered or otherwise by mutual consent.		
7.3 The board receives reports from, or at the direction of, the superintendent regarding school corporation performance in such areas as student progress, finance and budgeting, public opinion and other agreed upon factors.		
7.4 The board communicates with the superintendent in a climate of trust and mutual respect, offering commendation when earned and constructive criticism when necessary.		
7.5 The superintendent is given direction by the board as a whole rather than by individual members.		
7.6 The board establishes written policies for the guidance of the superintendent and staff in the operation of the schools?		
7.7 The board evaluates the superintendent at least on an annual basis and in a confidential manner.		
7.8 The board views its superintendent as its administrative leader and expects its leader to supervise day-to-day operation of the total school corporation.		
7.9 The board encourages the superintendent's professional growth through attendance at conferences, workshops, and other meetings designed to upgrade the professional performance of the superintendent.		
COMMUNITY RELATIONS	CURRENT	VALUE
8.1 The board provides opportunities for citizens to visit the schools and to attend school functions.		
8.2 The board solicits input from all segments of the community in establishing goals for the district.		
8.3 The board has procedures that assure proper follow-up of citizen concerns.		
8.4 The board allows adequate time for public participation at board meetings.		
8.5 The board prevents a single individual or group from dominating discussion.		
8.6 The board has policies that deal with the use of school corporation facilities by civic groups and other local organizations.		

POLICY	CURRENT	VALUE
9.1 Your school board establishes all policies.		
9.2 Your school board actively seeks the contributions of faculty, students, and community members (where applicable) before drawing up new policies.		
9.3 Policies are systematically reviewed and evaluated for their effectiveness.		
9.4 Board policies are administered without compromising the principles laid down by the board?		
FINANCE	CURRENT	VALUE
10.1 Your school board understands the budget?		
10.2 Your school board participates in the budget building process?		
10.3 The board assumes responsibility for pursuing an adequate and stable system of financing the public schools?		

December 3, 2007

To: Board of Trustees

From: Trish Snider

Through: Tom Bishop

Subject: Board Policy/Administrative Regulation 5141
Second Reading

The CSBA Board Policies have been thoroughly researched. CSBA has the AED policy and regulation in the 5000 section numbered 5141. To keep our Board Policies consistent, it is recommended that the DMUSD Board Policy for AED's also be in the 5000 series.

Procedures for the use of AED's for any person on campus will be clearly delineated in the DMUSD AED manual, which will be completed in January 2008.

RECOMMENDED: The Superintendent Recommends Approval of the Updated Board Policy Administrative Regulation 5141.

**DEL MAR UNION SCHOOL DISTRICT
STUDENTS**

BOARD POLICY 5141: HEALTH CARE AND EMERGENCIES

The Governing Board recognizes the importance of taking appropriate action whenever an emergency threatens the safety, health or welfare of a student at school or during school-sponsored activities.

The Superintendent or designee shall develop procedures to ensure that first aid and/or medical attention is provided as quickly as possible when student accidents and injuries occur and that parents/guardians are notified of accidents as appropriate.

The Superintendent or designee shall ask parents/guardians to provide emergency contact information in order to facilitate communication in the event of an accident or illness.

District staff shall appropriately report and document student accidents.

Resuscitation Orders

The Board believes that staff members should not be placed in the position of determining whether or not to follow any parental or medical “do not resuscitate” orders. Staff shall not accept or follow any such orders unless they have been informed by the Superintendent or designee that the request to accept such an order has been submitted to the Superintendent or designee, signed by the parent/guardian, and supported by a written statement from the student’s physician and an order from an appropriate court.

The Superintendent or designee shall ensure that all parents/guardians are informed of this policy.

Automated External Defibrillators

The Board authorizes the placement of automated external defibrillators (AEDs) at designated school sites for use by designated personnel who have volunteered to receive training in the use of AEDs.

The Superintendent or designee shall develop guidelines for employees regarding the use of these devices and shall ensure that employees receive training on their proper use and handling. The guidelines shall also specify the placement, security, and maintenance of the AED.

The authorization of AEDs in district schools shall not be deemed to create a guarantee or obligation to use the AED in the case of an emergency nor any expectation that an AED or trained employee will be present and/or able to use an AED in an emergency or any expectation that the AED will operate properly.

Legal Reference:

EDUCATION CODE

32040-32044 First aid equipment

49300-49307 School safety patrols

49407 Liability for treatment

49408 Emergency information

49409 Athletic events; physicians and surgeons; emergency medical care; immunity

49470 Medical and hospital services for athletic program

49471 Medical and hospital services not provided or available

49472 Medical and hospital services for pupils

49474 Ambulance services

51202 Instruction in personal and public health and safety

CIVIL CODE

1714.21 Defibrillators; CPR; immunity from civil liability

FAMILY CODE

6550-6552 Caregivers

HEALTH AND SAFETY CODE

1797.196 Automatic external defibrillators, immunity from civil liability

CODE OF REGULATIONS, TITLE 8

5193 California Bloodborne Pathogens Standard

Management Resources:

WEB SITES

American Heart Association: <http://www.americanheart.org>

American Red Cross: <http://www.redcross.org>

California Department of Health Services: <http://www.dhs.ca.gov>

**DEL MAR UNION SCHOOL DISTRICT
STUDENTS**

ADMINISTRATIVE REGULATION 5141: HEALTH CARE AND EMERGENCIES

Emergency Contact Information

In order to facilitate contact in case of an emergency or accident, parents/guardians shall furnish the principal or designee with the information specified below:

1. Home address and telephone number
2. Parent/guardian's business address and telephone number
3. Parent/guardian's cell phone number and e-mail address, if applicable
4. Name, address and telephone number of a relative or friend to whom the student may be released and who is authorized by the parent/guardian to care for the student in cases of emergency or when the parent/guardian cannot be reached
5. Local physician to call in case of emergency

Consent by Caregiver

Any person 18 years of age and older who files with the district a completed caregiver's authorization affidavit for a minor district student shall have the right to consent to or refuse school-related medical care on behalf of the student. The caregiver's authorization shall be invalid if the district receives notices that the minor student is no longer living with the caregiver. (Family Code 6550)

The caregiver's consent to medical care shall be superseded by any contravening decision of the parent or other person having legal custody of the student, provided that this contravening decision does not jeopardize the student's life, health or safety. (Family Code 6550)

Automated External Defibrillators

When an automated external defibrillator (AED) is placed in the school, the principal or designee shall ensure that:

- 1. School employees annually receive a brochure, with contents and style approved by the American Red Heart Association or American Red Cross, that describes the proper use of an AED***

2. *The American Heart Association or American Red Cross brochure or similar information is posted next to every AED*
3. *School employees are annually notified of the location of all AED units on school grounds*

The principal shall designate the trained employees who shall be available to respond to an emergency that may involve the use of an AED during the hours of classroom instruction or when a school-sponsored activity is occurring on school grounds. (Health and Safety Code 1797.196)

December 12, 2007

To: Board Members
From: Tom Bishop
Subject: Reminder of Upcoming Events and Schedules

Wednesday, December 5, 2007

Board visitation, Sage Canyon, 12:45 p.m.

Wednesday, December 12, 2007

Board of Trustees meeting, 5:45 p.m., Del Mar Hills Academy

December 21, 2007 – January 6, 2008

Winter Break. School resumes on January 7, 2008

Wednesday, January 16, 2008

Board visitation, Torrey Hills, 12:45 p.m.

Monday, January 21, 2008

Holiday. Martin Luther King, Jr. Day

Wednesday, February 6, 2008

Board visitation, Ocean Air, 12:45 p.m.

Friday, February 15 and Monday, February 18, 2008

No School. Presidents' Days weekend.

Wednesday, March 5, 2008

Board Visitation, Del Mar Hills, 12:45 p.m.

Wednesday, April 2, 2008

Board visitation, Sage Canyon, 12:45 p.m.

Wednesday, April 16, 2008

Board visitation, Carmel Del Mar, 12:45 p.m.

Wednesday, May 7, 2008

Board visitation, Ashley Falls, 12:45 p.m.

Thursday, June 12, 2008

Sixth Grade Promotion, All sites

Regular Board Meeting of December 12, 2007

December 5, 2007

To: Board Members
From: Rodger Smith
Through: Tom Bishop
Subject: Facilities Report for December

Selection of an Architectural Firm for Preliminary Planning of a New District Office Facility

On Monday, December 3, Board Members Annette Easton and Janet Lamborghini, Superintendent Tom Bishop and Director of Facilities Planning, Rodger Smith, interviewed three architectural firms for the purpose of selecting a firm to conduct the preliminary planning activity for a new district office facility. A recommendation for the selection of a firm is an action item on the Board agenda for this meeting.

Ocean Air School

We are happy to report that Ocean Air School weathered its first significant rain fall with no problems. Construction by the City of San Diego on Ocean Air Park is scheduled to begin in January.

Torrey Hills Windows

Negotiations continue with one contractor relative to their share of the costs for repairs on the windows at Torrey Hills School. The district's legal counsel intends to initiate litigation in January if a settlement with this final contractor is not reached by the end of December.

Ocean Air School Construction Expenditures

41

	Budget	Revised Budget	Expenditures as of 11/27/07
A. SITE			
Purchase Price of Property			
Purchase Price 6.25 acres	\$ 3,695,000	\$ 3,695,000	\$ 3,695,000
District's construction contribution for joint use fields	1,560,000	1,675,173	-
Escrow Costs			
Escrow & Title Fees	4,000	9,236	9,236
Legal Fees	5,000	5,000	2,936
Appraisal Fees			
Cost of original & updated appraisals	10,250	13,750	13,750
Surveying Costs			
Land Surveys, Topos	30,000	78,533	78,533
Site Support Costs			
Environmental Consultant (EIR)	37,000	40,664	40,664
Phase 1 / DTSC (school site & joint use site)	10,200	22,106	22,106
Geotechnical Soils report/Geocon site	10,000	16,400	16,400
Waterline Reimb Agreement with Pardee	-	214,476	-
Other Site Costs (permits, address)	-	1,206	785
B. PLANNING			
Architect/Engineering Fees			
Architect Fees (Based on 25 Mil Contracts)	1,437,500	1,437,500	1,362,143
Architect Reimbursable			
DSA Plan Check Fees			
DSA Fees	137,000	131,482	131,482
CDE Plan Check Fees			
CDE Fees	14,000	17,500	17,500
Other Planning Costs			
Bid Advertisements	2,000	473	473
Printing	50,000	63,974	63,974
C. CONSTRUCTION			
Site Development			
Utility Services (water, gas, electric)	150,000	150,000	134,326
New Construction			
Contractor Trade Packages	24,849,000	24,727,655	24,727,655
Construction Management - Barnhart Construction			
Pre Construction	51,000	51,000	51,000
CM Fees 4.50%	1,118,205	1,118,224	1,118,224
General Conditions	1,200,000	1,158,898	1,158,898
CM Reimbursable	150,000	132,844	118,798
Other Construction Costs			
LCP Program	90,000	60,210	43,494
Storm Water Compliance	25,675	25,675	21,119
Shade structure hex (lunch shelter)	34,000	34,250	34,250
Other Construction (carpet, Network system, ins.appl)	620,000	620,000	506,184
Contingency	1,200,000	1,122,754	
D. TESTING			
Testing Special Material	100,000	113,382	113,382
Geotechnics Testing	120,000	100,000	75,344
E. INSPECTION			
Inspection			
Inspector of Record	200,000	192,874	155,823
F. FURNITURE & EQUIPMENT			
Furniture & Equipment	700,000	700,000	566,440
TOTAL COST ESTIMATE			
Construction Costs Without Land	\$ 32,350,830	\$ 32,350,830	\$ 30,575,683
Construction Costs With Land	\$ 37,609,830	\$ 37,730,239	\$ 34,279,919

Remaining Project Costs to Expend as of 11/27/07:

\$3,450,320

		Start Up	27-Nov-07	
		Project Revenue	Remaining Available	
PROJECT REVENUE SOURCES			Revenue	
Obligation of NCWJPA - Construction	\$ 14,000,000			
Escalation cost index	\$ 3,600,000	\$ 17,600,000	\$ 630,000	***
Obligation of NCWJPA - Land	\$ 7,000,000			
Escalation cost index	1,095,238	8,095,238	1,832,000	***
CFD 95-1 Available Construction Funds		4,000,000	-	
CFD 95-1 Bond Proceeds for Construction			-	
State School Funding Eligibility			-	
Savings by Design SDGE		58,417	-	
Prior Years Start up costs		11,782	-	
Total Revenue Avail for Project		\$ 29,765,437	\$ 2,462,000	

Remaining revenue from NCWJPA is based on cashflow received over a period of time beginning July 2007 through *** July 2008

Remaining Available Revenue as of 11/27/07	\$ 2,462,000
Remaining Construction Costs to Expend as of 11/27/07	\$ 3,450,320
	\$ (988,320)

Unused Project Contingency	\$ 1,122,754
Current Remaining Project Revenue	\$ 134,434

Board Approved Change Orders :		
C/O #1	\$	110,333
C/O #2		(33,249)
C/O #3		(263,251)
C/O #4		(32,251)
C/O #5		(15,729)
C/O #6		41,986
C/O #7		48,451
C/O #8		21,932
Total	\$	(121,778)

Regular Board Meeting of December 12, 2007

December 5, 2007

To: Board Members
From: Rodger Smith
Through: Tom Bishop
Subject: Approval of the Selection of Westsberg + White to Conduct Preliminary Planning for a New District Office Facility

On Monday, December 3, three architectural firms were interviewed by a district selection committee. The purpose of the interviews was to determine which one of the firms would be recommended for Board approval to complete a preliminary planning task for a new district office facility. The interview committee consisted of Board Members Annette Easton and Janet Lamborghini, and staff members Tom Bishop and Rodger Smith.

The firms that were selected for interviews for the task mentioned above were Mosher Drew Watson Ferguson, Ruhnau Ruhnau and Clarke, and Westberg + White. All three firms appeared to be highly qualified to complete the prescribed preliminary planning for the new district office facility. However, due to extensive experience in and knowledge of local planning and construction issues, the firm of Westberg + White is hereby recommended by the committee for Board approval to complete the preliminary planning activity, as approved by the Board on October 24, 2007, for the new district office facility.

FISCAL IMPACT:

Revenue: Unrestricted General Fund revenues will pay for this expenditure. Once proceeds from the sale of the Shores property are received, the General Fund will be reimbursed.

Expenditure: This will be an increase to the 2007-2008 adopted budget.

Fund Balance: No change after General Fund is reimbursed.

RECOMMENDED: The Superintendent Recommends Approval of the Selection of Westsberg + White to Conduct Preliminary Planning for a New District Office Facility

9.2
Regular Board meeting of December 12, 2007

December 4, 2007

To: Board Members

From: Dena Whittington

Through: Tom Bishop

Subject: Board Approval and Acceptance of Donations to the Del Mar Union School District

Items	School Site	Donor
15 cases of cleaning wipers valued at \$40/case = \$600.00	District Wide	Waxie Sanitary Supply
Scholastic Reading Counts! Value Pack software package = \$1,999.00	Sage Canyon	Scholastic, Inc.

FISCAL IMPACT: Revenue: No increase to revenue.
Expenditure: No increase to expenditures.
Fund Balance: There is no change to fund balance.

RECOMMENDED: The Superintendent recommends approval and acceptance of donations to the Del Mar Union School District as listed above.

*10.1

December 4, 2007

To: Board Members

From: Dena Whittington

Through: Tom Bishop

Subject: Board Approval of Purchase Orders and Ratification of Commercial Warrant Payments and Revolving Cash Disbursements

It is recommended that the Board of Trustees approves the purchase orders listed in the amount of \$344,399.73. It is also recommended that the Board of Trustees ratifies the commercial warrants listed in the amount of \$1,053,836.41 and ratifies the revolving cash disbursements listed in the amount of \$1,901.26.

The purchase order amounts and revolving cash disbursements listed have been verified for accuracy and sufficient account balances by the Business Department.

Signed

Date

FISCAL IMPACT: The purchase order amounts listed have been verified by the Business Department. There are sufficient account balances to cover these expenditures. Remaining account balances after processing the purchase orders, commercial warrants and revolving cash expenditures are sufficient to pay expected expenses for the remainder of the year.

RECOMMENDED: The Superintendent Recommends That the Board of Trustees Approves the Purchase Orders, Ratifies the Commercial Warrant Payments And Ratifies The Revolving Cash Disbursements As Listed.

*10.2

December 12, 2007

To: Board Members
From: Dena Whittington
Subject: 2007-2008 Monthly Budget Update

This agenda item is to provide a monthly update of remaining budget balances for each fund individually. The 2007-08 First Interim Revised Budget amounts are used for revenue and expenditures. The actual revenues and expenditures are as of November 30, 2007.

FISCAL IMPACT: Presentation of this report is for information only and does not affect revenues, expenses, or projected ending fund balances in the 2007-2008 Budget.

RECOMMENDED: No action required, for information only.

10.3

**Del Mar Union School District
2007-2008 Attorney Fees
General Fund - Unrestricted
November 30, 2007**

	2007-08 Adopted Budget	Actuals to Date	% of Budget Remaining
0000-504 Business	120,000	46,846	61%
0000-772 Facilities	19,903	7,998	60%
0000-503 Personnel	5,208	5,398	-4%
0000-420 Special Education	5,000	4,174	17%
Total Attorney Fees	\$ 150,111	\$ 64,416	57%

**Del Mar Union School District
2007-2008 Budget Update - Estimated Actuals
General Fund - Unrestricted
November 30, 2007**

	2007-08 Adopted Budget	Actuals to Date	% of Budget Remaining
Revenues			
Revenue Limit Sources*	\$ 28,999,235	\$ 2,056,472	93%
Federal Revenue	-	-	
Other State Revenue	2,942,616	593,539	80%
Other Local Revenue	2,007,008	1,048,622	48%
Total Revenues	\$ 33,948,859	\$ 3,698,633	89%
Expenditures			
Certificated Salaries	\$ 17,744,589	\$ 6,411,555	64%
Classified Salaries	3,419,827	1,244,927	64%
Employee Benefits	4,729,401	1,712,292	64%
Books and Supplies	1,614,590	846,191	48%
Services and Other Operating	2,408,613	929,846	61%
Capital Outlay	195,802	130,931	33%
Other Outgo	40,169	16,104	60%
Transfers of Indirect/Direct Support	(22,121)	0	
Total Expenditures	\$ 30,130,870	\$ 11,291,846	63%
Excess (Deficiency) Revenues and Expenditures	\$ 3,817,989	\$ (7,593,213)	
Other Financing Sources and Uses			
Transfers In	\$ -	\$ -	
Transfers Out	(255,945)	(255,945)	
Contributions	(4,190,751)	-	
Other Financing Sources and Uses	\$ (4,446,696)	\$ (255,945)	
Net Increase (Decrease) In Fund Balance	\$ (628,707)	\$ (7,849,158)	
Beginning Fund Balance	\$ 8,238,034		
Ending Fund Balance**	\$ 7,609,327		

* Basic Aid revenues in the form of property taxes are recorded as a Revenue Limit Source

** Ending Fund Balance is made up of components that dictate what the balance may be used for
These components are not addressed on this spreadsheet

**Del Mar Union School District
2007-2008 Budget Update - Estimated Actuals
General Fund - Restricted
November 30, 2007**

	2007-08 Adopted Budget	Actuals to Date	% of Budget Remaining
Revenues			
Revenue Limit Sources*	\$ 326,691	\$ -	100%
Federal Revenue	684,074	(3,184)	100%
Other State Revenue	1,138,541	685,699	40%
Other Local Revenue	1,401,278	481,153	66%
Total Revenues	\$ 3,550,584	\$ 1,163,668	67%
Expenditures			
Certificated Salaries	\$ 2,446,794	\$ 862,019	65%
Classified Salaries	2,087,606	685,456	67%
Employee Benefits	927,526	306,206	67%
Books and Supplies	1,632,830	503,945	69%
Services and Other Operating	1,505,329	318,666	79%
Capital Outlay	0	25,376	
Other Outgo	88,176	0	100%
Transfers of Indirect/Direct Support	-		
Total Expenditures	\$ 8,688,261	\$ 2,701,668	69%
Excess (Deficiency) Revenues and Expenditures	\$ (5,137,677)	\$ (1,538,000)	
Other Financing Sources and Uses			
Transfers In	\$ -	\$ -	
Transfers Out	\$ (136,758)	\$ -	
Contributions	\$ 4,190,751	\$ -	
Other Financing Sources and Uses	\$ 4,053,993	\$ -	
Net Increase (Decrease) In Fund Balance	\$ (1,083,684)	\$ (1,538,000)	
Beginning Fund Balance	\$ 1,261,681		
Ending Fund Balance**	\$ 177,997		

* Basic Aid revenues in the form of property taxes are recorded as a Revenue Limit Source

** Ending Fund Balance is made up of components that dictate what the balance may be used for
These components are not addressed on this spreadsheet

**Del Mar Union School District
2007-2008 Budget Update - Estimated Actuals
General Fund - Combined
November 30, 2007**

	2007-08 Adopted Budget	Actuals to Date	% of Budget Remaining
Revenues			
Revenue Limit Sources*	\$ 29,325,926	\$ 2,056,472	93%
Federal Revenue	\$ 684,074	\$ (3,184)	100%
Other State Revenue	\$ 4,081,157	\$ 1,279,238	69%
Other Local Revenue	\$ 3,408,286	\$ 1,529,775	55%
Total Revenues	\$ 37,499,443	\$ 4,862,301	87%
Expenditures			
Certificated Salaries	\$ 20,191,383	\$ 7,273,574	64%
Classified Salaries	\$ 5,507,433	\$ 1,930,383	65%
Employee Benefits	\$ 5,656,927	\$ 2,018,498	64%
Books and Supplies	\$ 3,247,420	\$ 1,350,136	58%
Services and Other Operating	\$ 3,913,942	\$ 1,248,512	68%
Capital Outlay	\$ 195,802	\$ 156,307	20%
Other Outgo	\$ 128,345	\$ 16,104	87%
Transfers of Indirect/Direct Support	\$ (22,121)	\$ -	
Total Expenditures	\$ 38,819,131	\$ 13,993,514	64%
Excess (Deficiency) Revenues and Expenditures	\$ (1,319,688)	\$ (9,131,213)	
Other Financing Sources and Uses			
Transfers In	\$ -	\$ -	
Transfers Out	\$ (392,703)	\$ (255,945)	
Contributions	\$ -	\$ -	
Other Financing Sources and Uses	\$ (392,703)	\$ (255,945)	
Net Increase (Decrease) In Fund Balance	\$ (1,712,391)	\$ (9,387,158)	
Beginning Fund Balance	\$ 9,499,715		
Ending Fund Balance**	\$ 7,787,324		

* Basic Aid revenues in the form of property taxes are recorded as a Revenue Limit Source

** Ending Fund Balance is made up of components that dictate what the balance may be used for
These components are not addressed on this spreadsheet

**Del Mar Union School District
2007-2008 Budget Update - Estimated Actuals
Cafeteria Fund
November 30, 2007**

	2007-08 Adopted Budget	Actuals to Date	% of Budget Remaining
Revenues			
Revenue Limit Sources*	\$ -		
Federal Revenue	107,928	\$ -	100%
Other State Revenue	5,531	\$ 705	87%
Other Local Revenue	825,398	\$ 259,455	69%
Total Revenues	\$ 938,857	\$ 260,160	72%
Expenditures			
Certificated Salaries	\$ -	\$ -	
Classified Salaries	109,785	\$ 34,327	69%
Employee Benefits	32,993	\$ 12,586	62%
Books and Supplies	717,933	\$ 155,128	78%
Services and Other Operating	5,000	\$ 4,798	4%
Capital Outlay	35,729	\$ 35,729	0%
Other Outgo	22,121	\$ -	100%
Transfers of Indirect/Direct Support	-	\$ -	
Total Expenditures	\$ 923,561	\$ 242,568	74%
Excess (Deficiency) Revenues and Expenditures	\$ 15,296	\$ 17,592	
Other Financing Sources and Uses			
Transfers In	\$ -	\$ -	
Transfers Out	-	\$ -	
Contributions	-	\$ -	
Other Financing Sources and Uses	\$ -	\$ -	
Net Increase (Decrease) In Fund Balance	\$ 15,296	\$ 17,592	
Beginning Fund Balance	\$ 34,324		
Ending Fund Balance**	\$ 49,620		

* Basic Aid revenues in the form of property taxes are recorded as a Revenue Limit Source

** Ending Fund Balance is made up of components that dictate what the balance may be used for
These components are not addressed on this spreadsheet

**Del Mar Union School District
2007-2008 Budget Update - Estimated Actuals
Deferred Maintenance
November 30, 2007**

	2007-08 Adopted Budget	Actuals to Date	% of Budget Remaining
Revenues			
Revenue Limit Sources*	\$ -	\$ -	
Federal Revenue	0	0	
Other State Revenue	153,500	0	100%
Other Local Revenue	8,000	6,696	16%
Total Revenues	\$ 161,500	\$ 6,696	96%
Expenditures			
Certificated Salaries	\$ -	\$ -	
Classified Salaries	0	0	
Employee Benefits	0	0	
Books and Supplies	0	0	
Services and Other Operating	57,750	15,990	72%
Capital Outlay	0	0	
Other Outgo	0	0	
Transfers of Indirect/Direct Support	0	0	
Total Expenditures	\$ 57,750	\$ 15,990	72%
Excess (Deficiency) Revenues and Expenditures	\$ 103,750	\$ (9,294)	
Other Financing Sources and Uses			
Transfers In	\$ 136,758	\$ -	
Transfers Out	\$ -	\$ -	
Contributions	\$ -	\$ -	
Other Financing Sources and Uses	\$ 136,758	\$ -	
Net Increase (Decrease) In Fund Balance	\$ 240,508	\$ (9,294)	
Beginning Fund Balance	\$ 524,265		
Ending Fund Balance**	\$ 764,773		

* Basic Aid revenues in the form of property taxes are recorded as a Revenue Limit Source

** Ending Fund Balance is made up of components that dictate what the balance may be used for
These components are not addressed on this spreadsheet

**Del Mar Union School District
2007-2008 Budget Update - Estimated Actuals
Special Reserve for other than Capital Outlay
November 30, 2007**

	2007-08 Adopted Budget	Actuals to Date	% of Budget Remaining
Revenues			
Revenue Limit Sources*	\$ -	\$ -	
Federal Revenue	0	0	
Other State Revenue	0	0	
Other Local Revenue	38,000	16,557	56%
Total Revenues	\$ 38,000	\$ 16,557	56%
Expenditures			
Certificated Salaries	\$ -	\$ -	
Classified Salaries	0	0	
Employee Benefits	0	0	
Books and Supplies	0	0	
Services and Other Operating	0	0	
Capital Outlay	0	0	
Other Outgo	0	0	
Transfers of Indirect/Direct Support	0	0	
Total Expenditures	\$ -	\$ -	
Excess (Deficiency) Revenues and Expenditures	\$ 38,000	\$ 16,557	
Other Financing Sources and Uses			
Transfers In	\$ 255,945	\$ 255,945	
Transfers Out	\$ -	\$ -	
Contributions	\$ -	\$ -	
Other Financing Sources and Uses	\$ 255,945	\$ 255,945	
Net Increase (Decrease) In Fund Balance	\$ 293,945	\$ 272,502	
Beginning Fund Balance	\$ 1,242,493		
Ending Fund Balance**	\$ 1,536,438		

* Basic Aid revenues in the form of property taxes are recorded as a Revenue Limit Source

** Ending Fund Balance is made up of components that dictate what the balance may be used for
These components are not addressed on this spreadsheet

Del Mar Union School District
2007-2008 Budget Update - Estimated Actuals
Capital Facilities
November 30, 2007

	2007-08 Adopted Budget	Actuals to Date	% of Budget Remaining
Revenues			
Revenue Limit Sources*	\$ -	\$ -	
Federal Revenue	0	0	
Other State Revenue	0	0	
Other Local Revenue	127,400	28,375	78%
Total Revenues	\$ 127,400	\$ 28,375	78%
Expenditures			
Certificated Salaries	\$ -	\$ -	
Classified Salaries	0	0	
Employee Benefits	0	0	
Books and Supplies	0	0	
Services and Other Operating	3,500	0	
Capital Outlay	70,000	0	
Other Outgo	0	0	
Transfers of Indirect/Direct Support	0	0	
Total Expenditures	\$ 73,500	\$ -	100%
Excess (Deficiency) Revenues and Expenditures	\$ 53,900	\$ 28,375	
Other Financing Sources and Uses			
Transfers In	\$ -	\$ -	
Transfers Out	\$ -	\$ -	
Contributions	\$ -	\$ -	
Other Financing Sources and Uses	\$ -	\$ -	
Net Increase (Decrease) In Fund Balance	\$ 5,181	\$ 28,375	
Beginning Fund Balance	\$ 35,434		
Ending Fund Balance**	\$ 40,615		

* Basic Aid revenues in the form of property taxes are recorded as a Revenue Limit Source

** Ending Fund Balance is made up of components that dictate what the balance may be used for
 These components are not addressed on this spreadsheet

**Del Mar Union School District
2007-2008 Budget Update - Estimated Actuals
Special Reserve Fund for Capital Outlay Projects
November 30, 2007**

	2007-08 Adopted Budget	Actuals to Date	% of Budget Remaining
Revenues			
Revenue Limit Sources*	\$ -	\$ -	
Federal Revenue	0	0	
Other State Revenue	0	0	
Other Local Revenue	40,000	244	99%
Total Revenues	\$ 40,000	\$ 244	99%
Expenditures			
Certificated Salaries	\$ -	\$ -	
Classified Salaries	0	0	
Employee Benefits	0	0	
Books and Supplies	0	0	
Services and Other Operating	0	0	
Capital Outlay	0	0	
Other Outgo	0	0	
Transfers of Indirect/Direct Support	0	0	
Total Expenditures	\$ -	\$ -	
Excess (Deficiency) Revenues and Expenditures	\$ 40,000	\$ 244	
Other Financing Sources and Uses			
Transfers In	\$ -	\$ -	
Transfers Out	\$ -	\$ -	
Contributions	\$ -	\$ -	
Other Financing Sources and Uses	\$ -	\$ -	
Net Increase (Decrease) In Fund Balance	\$ 40,000	\$ 244	
Beginning Fund Balance	\$ 19,823		
Ending Fund Balance**	\$ 59,823		

* Basic Aid revenues in the form of property taxes are recorded as a Revenue Limit Source

** Ending Fund Balance is made up of components that dictate what the balance may be used for
These components are not addressed on this spreadsheet

**Del Mar Union School District
2007-2008 Budget Update - Estimated Actuals
Capital Project Fund for Blended Component Units
(CFD 95-1 and CFD 99-1)
November 30, 2007**

	2007-08 Adopted Budget	Actuals to Date	% of Budget Remaining
Revenues			
Revenue Limit Sources*	\$ -	\$ -	
Federal Revenue	0	0	
Other State Revenue	0	0	
Other Local Revenue	2,622,545	404,504	85%
Total Revenues	\$ 2,622,545	\$ 404,504	85%
Expenditures			
Certificated Salaries	\$ -	\$ -	
Classified Salaries	0	0	
Employee Benefits	0	0	
Books and Supplies	0	0	
Services and Other Operating	84,700	15,785	81%
Capital Outlay	454,038	7,335,582	-1516%
Other Outgo	0	0	
Transfers of Indirect/Direct Support	0	0	
Total Expenditures	\$ 538,738	\$ 7,351,367	-1265%
Excess (Deficiency) Revenues and Expenditures	\$ 2,083,807	\$ (6,946,863)	
Other Financing Sources and Uses			
Transfers In	\$ -	\$ -	
Transfers Out	(874,988)	(408,383)	
Contributions	-	-	
Other Financing Sources and Uses	\$ (874,988)	\$ (408,383)	
Net Increase (Decrease) In Fund Balance	\$ 1,208,819	\$ (7,355,246)	
Beginning Fund Balance	\$ 12,894,495		
Ending Fund Balance**	\$ 14,103,314		

* Basic Aid revenues in the form of property taxes are recorded as a Revenue Limit Source

** Ending Fund Balance is made up of components that dictate what the balance may be used for
These components are not addressed on this spreadsheet

**Del Mar Union School District
2007-2008 Budget Update - Estimated Actuals
Debt Service Fund for Blended Component Units (CFD)
November 30, 2007**

	2007-08 Adopted Budget	Actuals to Date	% of Budget Remaining
Revenues			
Revenue Limit Sources*	\$ -	\$ -	
Federal Revenue	0	0	
Other State Revenue	0	0	
Other Local Revenue	0	0	
Total Revenues	\$ -	\$ -	
Expenditures			
Certificated Salaries	\$ -	\$ -	
Classified Salaries	0	0	
Employee Benefits	0	0	
Books and Supplies	0	0	
Services and Other Operating	0	0	
Capital Outlay	0	0	
Other Outgo	874,988	426,051	
Transfers of Indirect/Direct Support	0	0	
Total Expenditures	\$ 874,988	\$ 426,051	
Excess (Deficiency) Revenues and Expenditures	\$ (874,988)	\$ (426,051)	
Other Financing Sources and Uses			
Transfers In	\$ 874,988	\$ 426,051	
Transfers Out	\$ -	\$ -	
Contributions	\$ -	\$ -	
Other Financing Sources and Uses	\$ 874,988	\$ 426,051	
Net Increase (Decrease) In Fund Balance	\$ -	\$ -	
Beginning Fund Balance	\$ -		
Ending Fund Balance**	\$ -		

* Basic Aid revenues in the form of property taxes are recorded as a Revenue Limit Source

** Ending Fund Balance is made up of components that dictate what the balance may be used for
These components are not addressed on this spreadsheet

**Del Mar Union School District
2007-2008 Budget Update - Estimated Actuals
Other Enterprise Fund - Childcare
November 30, 2007**

	2007-08 Adopted Budget	Actuals to Date	% of Budget Remaining
Revenues			
Revenue Limit Sources*	\$ -	\$ -	
Federal Revenue	0	0	
Other State Revenue	0	0	
Other Local Revenue	2,579,672	972,305	62%
Total Revenues	\$ 2,579,672	\$ 972,305	62%
Expenditures			
Certificated Salaries	\$ 65,396	\$ 28,366	57%
Classified Salaries	1,647,936	709,533	57%
Employee Benefits	333,154	140,767	58%
Books and Supplies	241,347	92,763	62%
Services and Other Operating	162,811	30,053	82%
Capital Outlay	0	0	
Other Outgo	0	0	
Transfers of Indirect/Direct Support	0	0	
Total Expenditures	\$ 2,450,644	\$ 1,001,482	59%
Excess (Deficiency) Revenues and Expenditures	\$ 129,028	\$ (29,177)	
Other Financing Sources and Uses			
Transfers In	\$ -	\$ -	
Transfers Out	\$ -	\$ -	
Contributions	\$ -	\$ -	
Other Financing Sources and Uses	\$ -	\$ -	
Net Increase (Decrease) In Fund Balance	\$ 876,676	\$ (29,177)	
Beginning Fund Balance	\$ 1,046,413		
Ending Fund Balance**	\$ 1,923,089		

* Basic Aid revenues in the form of property taxes are recorded as a Revenue Limit Source

** Ending Fund Balance is made up of components that dictate what the balance may be used for
These components are not addressed on this spreadsheet

**Del Mar Union School District
2007-2008 Budget Update - Estimated Actuals
Foundation Trust Fund
November 30, 2007**

	2007-08 Adopted Budget	Actuals to Date	% of Budget Remaining
Revenues			
Revenue Limit Sources*	\$ -	\$ -	
Federal Revenue	0	0	
Other State Revenue	0	0	
Other Local Revenue	1,400	567	60%
Total Revenues	\$ 1,400	\$ 567	60%
Expenditures			
Certificated Salaries	\$ -	\$ -	
Classified Salaries	0	0	
Employee Benefits	0	0	
Books and Supplies	0	0	
Services and Other Operating	0	0	
Capital Outlay	0	0	
Other Outgo	0	0	
Transfers of Indirect/Direct Support	0	0	
Total Expenditures	\$ -	\$ -	
Excess (Deficiency) Revenues and Expenditures	\$ 1,400	\$ 567	
Other Financing Sources and Uses			
Transfers In	\$ -	\$ -	
Transfers Out	\$ -	\$ -	
Contributions	\$ -	\$ -	
Other Financing Sources and Uses	\$ -	\$ -	
Net Increase (Decrease) In Fund Balance	\$ 1,400	\$ 567	
Beginning Fund Balance	\$ 42,584		
Ending Fund Balance**	\$ 43,984		

* Basic Aid revenues in the form of property taxes are recorded as a Revenue Limit Source

** Ending Fund Balance is made up of components that dictate what the balance may be used for
These components are not addressed on this spreadsheet

December 12, 2007

To: Board Members

From: Dena Whittington, Assistant Superintendent Business Services

Through: Tom Bishop, Superintendent

Subject: Employee Benefits Consulting Services Agreement Between Del Mar Union School District and Keenan & Associates.

As you are aware, the District contracts with Keenan & Associates to secure a variety of insurance products and related services in conjunction with the health and welfare benefits provided to our eligible employees. Prior to January 1, 2008, the District and Keenan had an agreement under the CAPEP program. Keenan informed the District earlier this year that the CAPEP program will not be offered any longer. The discontinuation of the CAPEP program requires a new agreement with Keenan & Associates. The new agreement will be a continuation of the same service we have been receiving from Keenan.

Fiscal Impact: There is no fiscal impact to the District. Keenan & Associates receive commissions from the insurance carriers directly. Please see exhibit "C" of the attached contract.

Recommended: Superintendent Recommends Approval of the Employee Benefits Consulting Services Agreement Between Del Mar Union School District and Keenan & Associates.

*10.4

EMPLOYEE BENEFITS CONSULTING SERVICES AGREEMENT

This **Employee Benefits Consulting Services Agreement** ("Agreement") is made and entered into by and between **Del Mar Union School District** ("Client") and **Keenan & Associates** ("Keenan"), as of January 1, 2008 ("Effective Date").

RECITALS

WHEREAS, Client desires to secure a variety of insurance products, and related services in conjunction with the health and welfare benefits provided to its eligible employees;

WHEREAS, Keenan is a specialty insurance services provider and, as such, is qualified to provide such services; and

WHEREAS, Client desires Keenan to provide, and Keenan desires to provide, the services described in this Agreement for those Client benefits programs identified below (Plans):

Medical (Blue Cross/Kaiser Permanente)

The parties agree as follows:

AGREEMENT

1. TERM

The term of this Agreement is from the Effective Date January 1, 2008 through December 31, 2008 ("Termination Date") and shall automatically renew for subsequent 1-year periods unless either party gives the other at least sixty (60) days written notice of its intent not to renew.

2. KEENAN SERVICES AND RELATIONSHIP OF THE PARTIES

A. Client elects and Keenan shall provide the services indicated below ("Services") with respect to Client's Plans for the Plan year that begins on January 1, 2008 and ends December 31, 2008. (Services provided during a renewal term shall be provided for Client's then-current Plan year.) A full description of the available services is provided in Exhibits A-1 A-2 attached hereto and incorporated herein.

	Accept	Decline
Exhibit A1: Consulting Services	☒	☐
Exhibit A2: Benefit Bridge	☒	☐

B. The relationship of Keenan and Client shall be that of an independent contractor and Keenan shall at all times remain responsible for its own operational and personnel expenses. Under no circumstance shall any employee of one party look to the other party for any payment or the provision of any benefit, including without exception,

workers' compensation coverage. Except as may be expressly set forth in or contemplated by this Agreement, neither party shall have the right to act on behalf of the other, or to bind the other to any contract or other obligation.

- C. In providing the Services, Keenan shall act exclusively in an advisory and consultative capacity. Client shall at all times have the right to determine whether to act on or implement the information, recommendations, and suggestions provided by Keenan, and the manner by which any such action or implementation shall be undertaken. Except for Keenan's responsibilities with respect to funds obtained from or on behalf of Client, Keenan shall not be a fiduciary of Client.
- D. Keenan shall not provide any legal, tax, or accounting service, advice, or opinion, and the Services shall not be interpreted as representing any such service, advice or opinion. Client's shall consult its own attorney on all legal issues and its own tax and accounting experts on all tax, accounting, and financial matters relating to its operations, including without limitation, the establishment, implementation and operation of the Plans.
- E. In providing its Services, Keenan shall comply with all applicable state and federal laws and regulations, and obtain and maintain all necessary licenses, registrations, and/or permits necessary for the performance of its duties under this Agreement.
- F. The Services provided to Client are non-exclusive and Keenan reserves the right to provide the same or similar services to other clients who may be in the same industry, business, or service as Client.
- G. Keenan will provide Client with on-line enrollment capability and ongoing on-line Billing and Eligibility software. The carriers will accept the on-line data transmission on a "positive billing" basis. Keenan will also provide additional "value added" services such as Personal Choices decision support tools and other programs as they are developed.
- H. Keenan will provide Common Remitter services where medical premiums will be forwarded to Keenan on a monthly basis and received by the 5th of the month. Keenan will remit one hundred percent of all premiums collected to the medical carrier(s) on a monthly basis. If at any time the funds in Client's account are insufficient to cover the amount due to the carriers, Keenan shall advance those funds. A reconciliation of all funds collected, paid, and advanced will be performed no later than thirty days before the end of each year and no later than December 31 of the applicable year, Client shall reimburse Keenan for all funds advanced on its behalf during the past 12 months.
- I. Keenan will provide Client with monthly premium remittance reports that must be reviewed and addressed by the Client by the 25th of each month. Each discrepancy must be addressed and communicated to Keenan in a timely manner so that the carriers receive funds no later than the 10th of each month.

3. CLIENT'S DUTIES AND RESPONSIBILITIES

- A. Client shall retain decision-making authority for its Plans, and shall manage the day-to-day activities of the Plans, except for those duties and/or functions expressly assigned to Keenan under this Agreement.
- B. Client shall provide Keenan with timely access to such information and individuals, including its outside advisors and consultants, as may be necessary for Keenan to perform the Services. Keenan shall not be responsible for any delay in its performance that results from the failure of Client, or any person acting on behalf of Client, to make available any information or individual in a timely manner.
- C. All information provided to Keenan, either in anticipation of or during the term of this Agreement, shall be complete and accurate, and that Keenan may rely upon such information.
- D. Since Client desires Keenan to obtain insurance quotes on its behalf, Client must execute the Broker of Record Designation attached hereto as Exhibit B at the same time Client executes this Agreement.

4. COMPENSATION

- A. Keenan's fees for the Services, as described in Exhibit A-1, shall be as provided in the attached Exhibit C.
- B. It is possible that Keenan may also provide services to other entities that participate in or provide services to the Plans (such as management services, underwriting, marketing, claims administration, loss control services, obtaining other insurance and reinsurance). To the extent that such services are provided, Keenan will be separately compensated by the recipient of those services.
- C. Consistent with industry practices, insurers may also pay insurance brokers, such as Keenan, indirect compensation based upon volume efficiencies, client renewals, marketing services, product development, technology investments and other additional services. Keenan seeks written assurances from insurers that any such indirect compensation will not adversely impact the pricing or coverage terms that Keenan is able to obtain for its clients. The parties agree that any indirect compensation shall not be considered part of Keenan's "commissions" as that term may be used elsewhere in this Agreement.
- D. Keenan shall comply with all applicable state and/or federal laws and regulations regarding disclosure of compensation. We embrace industry efforts for transparency and believes it is important that clients have access to information that may be relevant to their choice of insurance products, including the cost of such insurance and services, and, the compensation that may be directly or indirectly paid to Keenan in connection with the products or services that are selected. If you have questions regarding any of these items or desire additional information, you may contact your Keenan account representative to discuss this matter in more detail.

5. INSURANCE

Keenan shall procure and maintain during the term of this Agreement the following insurance coverage's, and shall provide certificates of insurance to Client upon Client's request.

- i. Workers' Compensation: Coverage in conformance with the laws of the State of California and applicable federal laws;
- ii. General Liability: Coverage (including motor vehicle operation) with a One Million Dollar (\$1,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability; and
- iii. Errors and Omissions: Coverage with a One Million Dollar (\$1,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.

6. INDEMNIFICATION

If either party breaches this Agreement, then the breaching party shall defend, indemnify and hold harmless the non-breaching party, its officers, agents and employees against all claims, losses, demands, actions, liabilities, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach. In addition, if Keenan (i) becomes the subject of a subpoena or is otherwise compelled to testify or (ii) becomes the subject of a claim, demand, action or liability brought or asserted by one of Client's employees, Plan beneficiaries, or Plan vendors ("Third-Party Demand") relating to the Services and such Third-Party Demand is not a direct result of Keenan's gross negligence or willful misconduct, then Client shall defend, indemnify and hold Keenan harmless from all losses, payments, and expenses incurred by Keenan in resolving such Third-Party Demand.

7. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable for any punitive damages, fines, penalties, taxes or any indirect, incidental, or special damages incurred by the other party, its officers, employees, agents, contractors or consultants whether or not foreseeable and whether or not based in contract or tort claims or otherwise, arising out of or in connection with this Agreement even if advised of the possibility of such damage. Keenan's liability under this Agreement shall further be limited to, and shall not exceed, the amount of its available insurance coverage, but not exceeding the limits of coverage outlined in Section 5.

8. DISPUTE RESOLUTION

- A. Disputes arising out of or relating to this Agreement, other agreements between the parties, or any other relationship involving Client and Keenan (whether occurring prior to, as part of, or after the signing of this Agreement) shall first be resolved by good faith

negotiations between representative of the parties with decision-making authority. If either party determines that the dispute cannot be resolved through informal negotiation then the dispute shall be submitted to non-binding mediation. The site of the mediation and the selection of a mediator shall be determined by mutual agreement of the parties. If the dispute is not resolved through mediation within sixty (60) days following the first notification of a request to mediate, then either party shall have the right to require the matter to be resolved by final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or such other arbitration procedures as may be agreed to in writing by the Parties. Negotiation, mediation, and arbitration shall be the exclusive means of dispute resolution between Client and Keenan and their respective members, agents, employees and officers.

- B. Arbitration shall be before a single arbitrator in the County of Los Angeles, California. The Arbitrator shall apply the Federal Arbitration Act and California substantive law, and shall accompany the award with a reasoned opinion. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The prevailing party shall be entitled to an award of reasonable attorneys' fees. A judgment of any court having jurisdiction may be entered upon the award.
- C. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy).

9. TERMINATION

- A. This Agreement may be terminated upon the occurrence of any of the following events:
 - i. By either party upon the dissolution or insolvency of a party to this Agreement;
 - ii. By either party following the filing of a bankruptcy petition by or against either party (if the petition is not dismissed within sixty (60) days in the case of an involuntary bankruptcy petition);
 - iii. If the application of any law, rule, regulation, or court or administrative decision prohibits the continuation of this Agreement or would cause a penalty to either party if the Agreement is continued, and if the Agreement cannot be amended to conform to such law, rule, regulation, or court or administrative decision in a manner that would preserve the original intent of the parties with respect to their rights and duties under this Agreement; or
 - iv. By the non-breaching party if a breach of this Agreement is not cured within thirty (30) days following receipt of written notice of the breach from the non-breaching party;

- B. In the event of termination pursuant to Section 9A above, Keenan shall be paid for the full value of its services through the date of termination.

10. GENERAL

- A. This Agreement, its recitals and all exhibits attached to the Agreement contain the entire understanding of the parties related to the subject matter covered by this Agreement and supersede all prior and collateral statements, presentations, communications, reports, agreements or understandings, if any, related to such matter(s).
- B. The obligations set forth in this Agreement other than Keenan's obligation to perform the Services and Client's responsibility to pay for such services shall survive the expiration or termination of this Agreement. Nothing in this Section 10 B shall, however, be interpreted as relieving Client of its obligation to pay for any Services rendered by Keenan during the term of this Agreement.
- C. This Agreement is made for the benefit of the parties and is not intended to confer any third party benefit or right. The enforcement of any remedy for a breach of this Agreement or claim related to the Services may only be pursued by the parties to this Agreement.
- D. No modification or amendment to this Agreement shall be binding unless it is in writing and signed by authorized representatives from both parties. Any waiver or delay by a party in enforcing this Agreement shall not deprive that party of the right to take appropriate action at a later time or due to another breach. This Agreement shall be interpreted as if written jointly by the parties.
- E. Any provision determined by a court of competent jurisdiction to be partially or wholly invalid or unenforceable shall be severed from this Agreement and replaced by a valid and enforceable provision that most closely expresses the intention of the invalid or unenforceable provision. The severance of any such provision shall not affect the validity of the remaining provisions of this Agreement.
- F. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, power outages, failure of computer systems, machinery or supplies, vandalism, strikes, or other work interruptions, or any similar or other cause that is beyond the reasonable control of either party. Each party shall make a good faith effort to perform under this Agreement in the event of any such circumstances, and shall resume full performance once the cause of the delay has abated.
- G. All notices hereunder shall be in writing and sent to the parties at the addresses as set forth below, or to such other individual or address as a party may later designate. Notices shall be sent via personal delivery, courier service, United States mail (postage pre-paid, return receipt requested), express mail service, electronic mail, or fax. Notice shall be

effective when delivered, or if refused, when delivery is attempted. Notices delivered during non-working hours shall be deemed to be effective as of the next business day.

If the notice relates to a legal matter or dispute, a copy shall be sent to:

Keenan and Associates
2355 Crenshaw Blvd., Ste. 200
Torrance, CA 90501
Attn: Legal Department

- H. This Agreement may be executed in counterparts and by fax signatures, and each shall be deemed to be an original.
- I. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the necessary authority to bind such party and that this Agreement is binding on and enforceable against such party.

<u>Del Mar Union School District</u>		<u>Keenan & Associates</u>	
<u>Signature:</u>		<u>Signature:</u>	
<u>By:</u>	Tom Bishop	<u>By:</u>	John Scatterday
<u>Title:</u>	Superintendent	<u>Title:</u>	Senior Vice President
<u>Address:</u>	225 Ninth Street	<u>Address:</u>	2355 Crenshaw Blvd., Ste. 200
	Del Mar, CA 92014		Torrance, CA 90501
<u>Telephone:</u>	858-755-9301	<u>Telephone:</u>	310-212-0363
<u>Fax:</u>	858-755-4361	<u>Fax:</u>	949-369-0324
<u>Attention:</u>	Dena Whittington	<u>Attention:</u>	Julie Revoir
<u>Date:</u>		<u>Date:</u>	

Exhibit A-1

Consulting Services

Keenan shall provide the following consulting services:

1. Plan Review – Keenan shall review Client's current Plans and provide information and recommendations regarding insured and/or self-insured options, as requested by Client.
2. Insurance Needs Assessment – Keenan shall work with client to determine Client's insurance needs.
3. Insurance Marketing Plan – Keenan shall prepare and present to Client its plan for marketing Client to various carriers and/or Coverage providers. In furtherance of its plan, Keenan shall contact those markets that it has determined most likely to meet Client's needs, as made known to Keenan, but shall not necessarily contact every available market for the particular Coverage being sought. In so far as practical, Keenan shall honor Client's timely and reasonable requests to contact specific markets, but Keenan shall not be obligated to present Client to any carrier or Coverage provider which Keenan has determined would not be willing to quote Client's business or would not give a competitive quote.
4. Insurance Marketing Results – Keenan shall present to the client in summary format information concerning all markets and carriers approached. The summary shall include, as applicable: name of carrier and Coverage providers approached, limits, premium, and deductible. The summary shall also include the names of any carriers or Coverage providers who declined to provide a quote.
5. Review of Insurance Options – Keenan shall present along with the Marketing Results a comparison summary highlighting the significant terms and/or differences among the various Coverages quoted. This summary is provided for Client's convenience only. It is Client's responsibility to ask questions and to request any additional information that it deems necessary for it to make an informed decision regarding its insurance or self-insurance program.
6. Obtain Coverage – Once the Client has made its decision, Keenan shall take all steps necessary to communicate Client's decision to the carrier selected and to have the carrier or other Coverage provider bind Coverage on behalf of the Client.
7. Implementation – Keenan shall assist Client in the preparation and distribution of materials relating to the implementation of its employees benefits plan.
8. Ongoing Service – Keenan shall act as a liaison between the Client and its insurance carrier or coverage provider.

Exhibit A-2

Benefit Bridge Services

I. KEENAN'S RESPONSIBILITIES

Keenan shall provide the following services and reports with respect to the Benefit Bridge Platform ("Platform"):

A. Platform Services and Reports

1. The Platform provides the following services:
 - i. Benefit administration functionality including the ability to manage eligibility rules for various classes of employees/dependents
 - ii. Online enrollment functions enabling employee self-service or Client enrollment on the Client's employees' behalf
 - iii. Benefits billing and eligibility functions including the ability to create and transmit carrier-billing reports.
 - iv. The ability to communicate general health and welfare information and for the Client to upload documents and web links germane to the Client.
 - v. Other useful content as Keenan deems appropriate
2. With respect to the Platform, Keenan will:
 - i. Maintain the Platform and keep its contents updated and current
 - ii. Provide technical support to the Client
 - iii. Provide training on the Platform to the Client's Human Resources users and for employee trainers.
 - iv. Provide implementation support including the loading of the plan designs, the eligibility rules, Client census files, initial user data and other data required to enable the Platform.
 - v. Provide annual updates to plan designs and related eligibility rules stored in the Platform.
 - vi. Identify employees, dependents, and retirees who are enrolled in plans for which they are defined as ineligible.
 - vii. Setup data transfers with the Client's carriers.
 - viii. Ensure that standard reports are available for the Client's census, carrier bills and related benefits.

B. With respect to the use, disclosure and ownership of data:

1. Client is the owner of the data inputted into the Platform.
2. Keenan may to create and use Aggregated Data (combination of data entered by Client and similar information put into the Platform by other Keenan clients) for the purposes of running trend reports and for benchmarking purposes. Keenan shall own all right, title and interest in and to the Aggregated Data.
3. Client and Keenan may run various reports from the information inputted into the Platform as outlined in this Exhibit A-2.

C. Keenan's responsibility to Client is expressly limited to, upon notification by Client of a Platform's failure to perform or upon Keenan's discovery of such failure, the use of all

reasonable commercial methods available to search for the failure and fix it within a reasonable period of time. If the problems encountered cannot be fixed, Client's sole remedy is to cease using the Platform.

- D. Keenan shall assist Client with the transfer of certain information into the Platform such as the eligibility rules.
- E. Keenan agrees that for the purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Keenan is considered a business associate of Client ("Covered Entity") and therefore, agrees to comply with the terms and conditions of, 45 CFR, Subchapter C, Part 160 et seq., with respect to the Privacy and Security Standards of HIPAA, as outlined below:

1. Keenan agrees:

Not to use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law (as defined in 45 CFR § 164.103);

- i. To use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement, and to implement Administrative, Physical, and Technical Safeguards (each as defined in 45 CFR § 164.304) that reasonably and appropriately protect the Confidentiality, Integrity, and Availability (each as defined in 45 CFR § 164.304) of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity as required by the Security Standards;
- ii. To mitigate, to the extent practicable, any harmful effect that is known to Keenan of a use or disclosure of PHI by Keenan in violation of the requirements of this Agreement;
- iii. To report to the Covered Entity any use or disclosure of PHI not provided for by this Agreement, or any Security Incident (as defined in 45 CFR § 164.304), of which it becomes aware;
- iv. To ensure that any subcontractor of Subcontractor, to whom it provides PHI received from, or created or received by Keenan on behalf of, the Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Keenan with respect to such PHI;
- v. To ensure that any subcontractor of Subcontractor, to whom it provides Electronic PHI created, received, maintained, or transmitted by Keenan on behalf of the Covered Entity agrees to implement reasonable and appropriate safeguards to protect such Electronic PHI;
- vi. To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set (as defined in 45 CFR § 164.501), to the Covered Entity or, as directed by the Covered Entity, to the person who is the subject of the PHI (the "Individual", as defined in 45 CFR § 160.103,) to meet the requirements under 45 CFR § 164.524; provided, however, that this Section 1.G is applicable only to the extent the Designated Record Set is maintained by Keenan for the Covered Entity;
- vii. To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of the Covered Entity or an Individual, and in the time and manner

designated by the Covered Entity; provided, however, that this Section 1.H is applicable only to the extent the Designated Record Set is maintained by Keenan for the Covered Entity;

- viii. To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by Keenan on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary of HHS, or his designee (collectively, the "Secretary"), in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining such Covered Entity's compliance with the Privacy Standards;
 - ix. To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528; and
 - x. Within at least 10 business days advance notice by the Covered Entity, information collected in accordance with Section 1.J of this Agreement, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
2. Except as otherwise limited in this Agreement, Keenan may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Standards if done by the Covered Entity.
 3. Except as otherwise limited in this Agreement, Keenan may:
 - i. Use PHI for the proper management and administration of Keenan or to carry out the legal responsibilities of Keenan; and
 - ii. Disclose PHI for the proper management and administration of Keenan or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or Keenan obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Keenan of any instances of which it is aware in which the confidentiality of the information has been breached.
 4. The Covered Entity shall (a) provide Keenan with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice; (b) provide Keenan with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (c) notify Keenan of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI; and (d) not request Keenan to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if done by the Covered Entity, except as set forth in Section 2.B above.

5. Business Associate's obligations with respect to the PHI shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by Keenan on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
6. Upon the Covered Entity's knowledge of a pattern of an activity or practice of Keenan that constitutes a material breach or violation of this Agreement by the Business Associate, the Covered Entity shall provide an opportunity for Keenan to cure the breach or end the violation. The Covered Entity shall terminate this Agreement and the Agreement if Keenan does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Agreement and the Agreement if Keenan has breached or violated a material term of this Agreement and cure is not possible. If neither termination nor cure is feasible, the Covered Entity shall report the breach or violation to the Secretary.
7. Except as provided in Section 4.C (ii), upon termination of this Agreement, for any reason, Keenan shall return or destroy all PHI received from the Covered Entity, or created or received by Keenan on behalf of the Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors of the Business Associate. Keenan shall retain no copies of PHI.
8. In the event that Keenan determines that returning or destroying PHI is infeasible, Keenan shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, Keenan shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Keenan maintains such PHI.
9. A reference in this Agreement to a section in the Privacy Standards and/or the Security Standards means the section as in effect or as amended, and for which compliance is required at the time of the use or disclosure in question.
10. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Standards, the Security Standards, and HIPAA.
11. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity to comply with the Privacy Standards and the Security Standards.

II. CLIENT'S RESPONSIBILITIES

- A. With respect to the Platform, the Client will:
 - i. Maintain user passwords and accounts for any employees given access;
 - ii. Provide initial census data files;

- iii. Work with Keenan to acquire carrier membership files; and
 - iv. Work with Keenan to fully define eligibility rules.
- B. Client agrees that it shall not permit anyone other than its own employees and their dependents to access and use the Platform. Client will be responsible for controlling and managing all access to the Platform by its employees, including, without limitation, ensuring that such employees and employees' dependents' use of the Platform is consistent with the terms and conditions of this Agreement.
- C. Client agrees to use the Platform only for the purposes set forth in this Agreement and that it shall not at any time: (i) create any derivative work based on the Platform Services, except for the reports that Client is allowed to run from the Platform; or (ii) copy, modify, or reverse engineer the Platform services in any way.

III. COMPENSATION TO KEENAN

Keenan shall not charge a fee for the services to be rendered under this Agreement at the present time; however, Keenan reserves the right, in its sole discretion, at a future date, to charge a fee for services to be rendered under this Agreement.

IV. WARRANTY DISCLAIMERS

- A. Client understands that the services, the Platform and the content related thereto are provided on an informational basis only and are not intended and shall not be taken to substitute professional medical advice, diagnosis or treatment.
- B. Keenan does not warrant and is not responsible for any third-party products or services and Client understands that its sole and exclusive rights and remedies with respect to any third-party products or services are against the third-party vendor and not against Keenan.
- C. Subject to the specific services set forth herein, Keenan shall not be responsible for any damages that Client or its authorized participants suffer or incur because of their failure to (i) seek the advice of a physician or other qualified health provider in connection with any medical condition; (ii) comply with professional medical advice; or (iii) or delay to seek medical advice for any reason, including but not limited to, information provided in connection with the services, the Platform and any content related thereto.

V. LIMITATION OF LIABILITY

Notwithstanding the provisions of Section 7 of the Agreement, Keenan's liability to Client for BenefitBridge services shall not exceed the amount paid by Client for BenefitBridge services during the contract year in which the alleged damage occurs.

Exhibit B

Broker of Record Designation

This letter confirms that as of October 1, 2004, the organization listed below ("Client") has appointed Keenan & Associates ("Keenan") as the Broker of Record in connection with the following coverages:

Medical Consulting Services (Blue Cross/Kaiser Permanente)

and such additional coverage's or insurance (the "Coverage") as Client may from time-to-time request from Keenan.

With respect to the Coverage identified in this Exhibit B (and as later amended) Keenan shall have the exclusive authority and right to negotiate with insurance carriers and other coverage providers on Client's behalf. Client shall not seek or acquire quotes directly from any insurance carrier or other coverage provider during the term of this Agreement.

Keenan is authorized to provide a copy of this letter to any insurer to demonstrate Keenan's authority to obtain the Coverage. This appointment rescinds any and all previous appointments Client may have made with respect to the Coverage, and shall remain in full force and effect until cancelled in writing. Keenan shall at all times remain an independent contractor and shall not act as or be deemed to be an officer, employee, agent or fiduciary of Client.

Client authorizes Keenan to provide representatives of prospective insurers and other coverage providers with all information regarding Client, its operations, employees, and financial status as may be necessary for such insurer or coverage provider to evaluate Client's suitability for coverage and to prepare a quote.

Acknowledged and agreed to by:

<u>Del Mar Union School District</u>		<u>Keenan & Associates</u>	
<u>Signature:</u>		<u>Signature:</u>	
<u>By:</u>	Tom Bishop	<u>By:</u>	Robert Quellmalz
<u>Title:</u>	Superintendent	<u>Title:</u>	Senior Vice President
<u>Date:</u>		<u>Date:</u>	

EXHIBIT C COMPENSATION

As compensation for its provision of the Services, Keenan shall receive commissions from insurance carriers and/or other vendors for the placement of insurance coverage. Client shall have no responsibility for the payment of any such commission to Keenan, and Keenan shall have no right to retain any amount of premium collected as all or part of its commission. Client acknowledges that commissions paid by insurers to Keenan that are directly related to the insurance coverage purchased by Client as part of the Plans may impact the pricing that Keenan is able to obtain for Client for such coverage. Keenan's annual commissions may be increased from to year in accordance with the increase in the Consumer Price Index.

As of the Effective date of this Agreement, Keenan will receive a commission of 2.5% from Blue Cross and 2.00% from Kaiser Permanente for the placement of insurance coverage.

December 4, 2007

To: Board Members

From: Dena Whittington

Through: Tom Bishop

Subject: Board Approval of Agreement Between Namvar's Landscape Services and the Del Mar Union School District for Landscape Maintenance at Del Mar Heights School, Del Mar Hills School, Carmel Del Mar School and Ocean Air School in the Amount of \$16,800.00 for the Second Half of the 2007-2008 Fiscal Year

At the May 23, 2007 regular board meeting, the Board approved an agreement between Namvar's Landscape Services and the District for landscape maintenance at four of the District schools, Ashley Falls School, Sage Canyon School, Sycamore Ridge School and Torrey Hills School for the 2007-2008 fiscal year. At this time, Randy Wheaton, Director of Maintenance and Operations, is requesting the approval of an agreement to add Del Mar Heights and Del Mar Hills to the landscape maintenance service.

Due to a scheduled retirement, the District Grounds Department will be understaffed to properly maintain the District sites. Randy Wheaton, Director of Maintenance and Operations, recommends that two additional sites be maintained by the same landscape maintenance company to provide continuity between the school sites and to assure the quality of grounds maintenance.

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

FISCAL IMPACT: Revenue: This will be paid using Unrestricted General Fund revenue.
Expenditure: Payment will be made from the grounds budget in the unrestricted general fund.
Fund Balance: The additional \$16,800.00 cost to the Grounds budget with the savings of \$34,000.00 in personnel costs will net an increase to the ending fund balance of \$17,200.00

RECOMMENDED: The Superintendent Recommends Approval of the Contract Between Namvar's Landscape Services and the Del Mar Union School District for Landscape Maintenance at Del Mar Heights School and Del Mar Hills School, in the Amount of \$16,800.00 for the 2007-2008 Fiscal Year.

*10.5

December 4, 2007

To: Board Members

From: Dena Whittington

Through: Tom Bishop

Subject Board Approval of Public Works Contract Between J.D.L. Development, Inc. and the Del Mar Union School District to Remedy Drainage Problem at Del Mar Hills School in the Amount of \$4,500.00

Randy Wheaton, Director of Maintenance, recommends that J.D.L. Development, Inc. install a new drain line to remedy drainage problem at Del Mar Hills School. To fix the drainage problem, the concrete will be cut, trenching and 90' of new drain line will be installed, and the concrete will be replaced.

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

FISCAL IMPACT: Revenue: Unrestricted General Fund required contribution to Restricted Maintenance.
Expenditure: Cost will be paid out of the restricted maintenance adopted budget.
Fund Balance: There will be no change to the fund balance.

RECOMMENDED: The Superintendent Recommends Approval of the Public Works Contract Between J.D.L. Development, Inc. and the Del Mar Union School District to Remedy Drainage Problem at Del Mar Hills School in the Amount of \$4,500.00

*10.6

December 4, 2007

To: Board Members

From: Dena Whittington

Through: Tom Bishop

Subject Board Approval of Public Works Contract Between J.D.L. Development, Inc. and the Del Mar Union School District to Repair Truncated Dome Paving for Visually Impaired at Sycamore Ridge School in the Amount of \$3,000.00

The truncated dome paving located at Sycamore Ridge School requires repair. Tactile paving surfaces are used to convey important information to visually impaired pedestrians about their environment, for example, hazard warning, directional guidance, or the presence of an amenity. Research has determined that visually impaired people can reliably detect, distinguish and remember a limited number of different tactile paving surfaces and the distinct meanings assigned to them.

J.D.L. Development will remove the damaged paving, remove a 6' X 10' patch of asphalt and replace with new truncated dome sheets.

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

FISCAL IMPACT: Revenue: Budgeted CFD revenues.
Expenditure: Cost will be paid by CFD Fund
Fund Balance: There will be no change to the ending fund balance in the CFD.

RECOMMENDED: The Superintendent Recommends Approval of the Public Works Contracts Between J.D.L. Development, Inc. and the Del Mar Union School District to Repair Truncated Dome Paving for Visually Impaired at Sycamore Ridge School in the Amount of \$3,000.00.

*10.7

December 4, 2007

To: Board Members
From: Dena Whittington
Through: Tom Bishop
Subject: Board Consideration of Standard Business Mileage Rate of 50.5 Cents Per Mile, Effective January 1, 2008

The Internal Revenue Service has announced the standard business mileage rate in effect for expenses incurred on or after January 1, 2008 to be 50.5 cents. The new rate compares to the rate of 48.5 cents per mile for 2007. Mileage reimbursement requests will be paid out of site, department or program existing budgets. Board approval is requested to allow for this increase in the mileage rate as part of the District travel authorization procedure.

FISCAL IMPACT: Informational.

RECOMMENDED: The Superintendent Recommends That the Board of Trustees Approves the Revised District Travel Authorization with the Revised Rate of 50.5 Cents per Mile Effective January 1, 2008.

*10.8

December 6, 2007

To: Board Members

From: Dena Whittington

Through: Tom Bishop

Subject: Board Approval of Performance Agreement Between the Del Mar Union School District and Rosalind Richards for Flute Coaching at Sage Canyon School in the Amount of \$2,000.00

Rosalind Richards will provide flute coaching for two hours per day on Wednesdays at Sage Canyon School between December 19, 2007 and June 4, 2008. The coaching will support the instrumental music program.

*This performance agreements is available for review at the
Del Mar Union School District Office*

FISCAL IMPACT: This expenditure is paid from 2006-2007 FAME grant carryover dedicated to instrumental music at Sage Canyon School.

RECOMMENDED: The Superintendent Recommends Approval of the Performance Agreements Between the Del Mar Union School District and Rosalind Richards for Flute Coaching at Sage Canyon School in the Amount of \$2,000.00.

*10.9

Date: December 4, 2007
To: Board Members
From: Rodger Smith
Through: Tom Bishop
Subject: Approval of Recommended Personnel Actions: Employment, Resignations, Dismissals, Leaves of Absences and Change of Status

CERTIFICATED

Name	Position	FTE	Location	Action	If New Hire, Position is Expansion or Replacement
Armstrong, Rachelle	Teacher	1.00	Torrey Hills	Approve Reclassification from Temporary to Probationary 2 Effective 8/22/07	
Crabtree, Adrienne	Teacher	1.00	Sycamore Ridge	Approve Reclassification from Temporary to Probationary 2 Effective 8/22/07	
Cunha, Kevin	Physical Education Teacher	1.00	Ashley Falls	Approve Reclassification from Temporary to Permanent Effective 8/22/07	
Cunningham, Juliann	Teacher	1.00	Sage Canyon	Approve Reclassification from Temporary to Probationary 2 Effective 8/22/07	

Name	Position	FTE	Location	Action	If New Hire, Position is Expansion or Replacement
Delehanty, Christopher	Teacher	1.00	Sage Canyon	Approve Reclassification from Temporary to Probationary 2 Effective 8/22/07	
Esmaili, Parissa	Extended Studies Teacher	1.00	Sage Canyon	Approve Reclassification from Temporary to Probationary 2 Effective 8/22/07	
Garfein, Susan	Extended Studies Teacher	1.00	Sage Canyon	Approve Reclassification from Temporary to Permanent Effective 8/22/07	
Lippe, Sarah	Art Teacher	0.50	Ocean Air	Approve Reclassification from Temporary to Permanent Effective 8/22/07	
Mackie, Emily	Teacher	1.00	Sycamore Ridge	Approve Reclassification from Temporary to Probationary 2 Effective 8/22/07	
Nordoff, Julia	Teacher	1.00	Torrey Hills	Approve Reclassification from Temporary to Probationary 2 Effective 8/22/07	

Name	Position	FTE	Location	Action	If New Hire, Position is Expansion or Replacement
Page, Jessica	Teacher	1.00	Torrey Hills	Approve Reclassification from Temporary to Probationary 2 Effective 8/22/07	
Phillip, Ian	Physical Education Teacher	1.00	Del Mar Heights	Approve Reclassification from Temporary to Permanent Effective 8/22/07	
Shea, Andrea	Teacher	1.00	Sycamore Ridge	Approve Reclassification from Temporary to Permanent Effective 8/22/07	
Snider, Patricia	Director of Pupil Services	1.00	District Office	Approve Retirement Effective 3/1/08	
Stanton Kristin	Teacher	1.00	Sycamore Ridge	Approve Reclassification from Temporary to Permanent Effective 8/22/07	
Sullins, Stephanie	Teacher	1.00	Del Mar Hills	Approve Reclassification from Temporary to Probationary 2 Effective 8/22/07	
Swanson, Janese	Extended Studies Teacher	1.00	Sage Canyon	Approve Reclassification from Temporary to Permanent Effective 8/22/07	

Name	Position	FTE	Location	Action	If New Hire, Position is Expansion or Replacement
Symington, Kathryn	Teacher	1.00	Del Mar Hills	Approve Reclassification from Temporary to Probationary 2 Effective 8/22/07	
Waxman, Traci	Teacher	1.00	Sycamore Ridge	Approve Reclassification from Temporary to Probationary 2 Effective 8/22/07	
Wolfertz, Janet	Extended Studies Teacher	1.00	Carmel Del Mar	Approve Reclassification from Temporary to Permanent Effective 8/22/07	

Date: December 4, 2007
 To: Board Members
 From: Rodger Smith
 Through: Tom Bishop
 Subject: Approval of Recommended Personnel Actions: Employment, Resignations, Dismissals, Leaves of Absences and Change of Status

CLASSIFIED

Name	Position	FTE	Location	Action	If New Hire, Position is Expansion or Replacement
Arellano, Griselda	Noon Duty Aide	0.05	Del Mar Hills	Approve Assignment Effective 10/3/07	Replacement
Brown, Chelsea	Child Care Worker I	0.55	Child Care	Approve Increase in Hours from 18 Hours per Week to 22 Hours per Week Effective 11/13/07	Replacement
Brown, Chelsea	Noon Duty Aide	0.0125	Ocean Air	Approve Assignment Effective 10/9/07	Expansion
Brown, Zachary	Instructional Aide II	0.0625	Sycamore Ridge	Approve Temporary Assignment Effective 9/24/07 - 1/15/07	Temporary
Cabrera, Jacob	Noon Duty Aide	0.025	Ocean Air	Approve Assignment Effective 9/13/07	Expansion
Cao, Diana	Child Care Instructional Assistant - Preschool	0.875	Child Care	Approve Increase in Hours from 5 Hours per Week to 19.5 Hours per Week Effective 8/20/07	Replacement
Cao, Diane	Child Nutrition Services Assistant	0.25	Ashley Falls	Approve Resignation Effective 12/20/07	

*11.1

Regular Board Meeting of December 12, 2007

Name	Position	FTE	Location	Action	If New Hire, Position is Expansion or Replacement
Cho, Young	Noon Duty Aide	0.05	Del Mar Hills	Approve Assignment Effective 10/1/07	Replacement
Curd, Natalie	Noon Duty Aide	0.05	Del Mar Hills	Approve Assignment Effective 10/1/07	Replacement
DeAugustine, Diana	Special Education Aide II	0.75	Sycamore Ridge	Approve Increase in Hours from 28.75 Hours per Week to 30 Hours per Week Effective 11/13/07	Expansion
Dugan, Jodi	Special Education Aide II	0.75	Sycamore Ridge	Approve Resignation Effective 12/14/07	
Foreman, Molly	Special Education Aide II	0.625	Del Mar Heights	Approve Resignation Effective 12/20/07	
Gonzalez, Veronica	Special Education Aide II	0.750	Ashley Falls	Approve Resignation Effective 1/18/08	
Hoover, Kelly	Child Care Worker I	0.20	Child Care	Approve Temporary Assignment Effective 10/5/07	Temporary
Johnson, Courtney	Special Education Aide II	0.75	Sycamore Ridge	Approve Resignation Effective 10/29/07	
Johnson, Kelsey	Child Care Instructional Assistant - Preschool	0.50	Child Care	Approve Increase in Hours from 18 Hours per Week to 20 Hours per Week Effective 8/20/07	Replacement
Kwon, Grace	Noon Duty Aide	0.025	Torrey Hills	Approve Assignment Effective 9/21/07	Replacement

Name	Position	FTE	Location	Action	If New Hire, Position is Expansion or Replacement
Lezak, Tadeusz	Child Nutrition Services Driver	1.00	District Office	Approve Promotion from Night Custodian to Child Nutrition Services Driver Effective 11/15/07	Expansion
Lim, Lauren	Noon Duty Aide	0.01875	Ocean Air	Approve Assignment Effective 10/9/07	Expansion
Liow, Ashley	Child Care Instructional Assistant - Preschool	0.4875	Child Care	Approve Increase in Hours from 5 Hours per Week to 19.5 Hours per Week Effective 8/20/07	Replacement
McComas, Ann Marie	Special Education Aide II	0.75	Sycamore Ridge	Approve Assignment Effective 11/26/07	Replacement
Mejia, Christina	Noon Duty Aide	0.01875	Ocean Air	Approve Assignment Effective 9/12/07	Expansion
Miller, Tiffany	Special Education Aide II	0.75	Ocean Air	Approve Increase in Hours from 25 Hours per Week to 30 Hours per Week Effective 11/8/07	Expansion
Morrison, Kristen	Child Care Instructional Assistant - Preschool	0.825	Child Care	Approve Increase in Hours from 5 Hours per Week to 19.5 Hours per Week Effective 8/20/07	Replacement
Murray, April	Child Care Worker I	0.40	Child Care	Approve Assignment Effective 10/31/07	Replacement
Olivas, Ariel	Noon Duty Aide	0.025	Ocean Air	Approve Assignment Effective 9/13/07	Expansion

Name	Position	FTE	Location	Action	If New Hire, Position is Expansion or Replacement
St. John, Alexandra	Noon Duty Aide	0.01875	Ocean Air	Approve Assignment Effective 9/12/07	Expansion
Templeton, Kelly	Noon Duty Aide	0.025	Torrey Hills	Approve Assignment Effective 9/14/07	Replacement
Vallejos, Victoria	Noon Duty Aide	0.025	Ocean Air	Approve Assignment Effective 9/14/07	Expansion
Walsh, Shanna	Child Care Instructional Assistant - Preschool	0.80	Child Care	Approve Decrease in Hours from 35 Hours per Week to 32 Hours per Week Effective 8/20/07	
Weiss, Emily	Child Care Instructional Assistant - Preschool	0.50	Child Care	Approve Assignment Effective 11/26/07	Replacement
Winkelman, Jennifer	Child Care Worker I	0.20	Child Care	Approve Temporary Assignment Effective 10/5/07	Temporary

Regular Board Meeting of December 12, 2007

December 5, 2007

To: Board Members

From: Rodger Smith

Through: Tom Bishop

Subject: Approval of Appointment of Personnel Committee Members

As a committee of the Board, members of the Personnel Committee must be appointed by the Board. The following individuals are recommended for appointment to the Personnel Committee:

Leslie Mannes	Teacher
Jennifer Jo Mokiao	Teacher
Cinda Peck	Teacher
Bill Porter	Teacher
Kathy Zack	Site Administrative Assistant
Shirley Bales	Program Assistant, Curriculum and Instruction
Darlene Nadlonek	Personnel Technician
Lisa Furnas	Administrative Assistant, District Office
Laurie Francis	Principal
Jennifer Foley-Shipitalo	Site Health Technician and Parent
Terry Kurtenback	Parent
Rodger Smith	Director of Human Resources and Facilities Planning

FISCAL IMPACT: There is no anticipated fiscal impact associated with the Personnel Committee.

RECOMMENDED: The Superintendent Recommends Approval of Appointment of Personnel Committee Members