



DEL MAR UNION SCHOOL DISTRICT

Mission Statement

Supported by an involved community, an outstanding staff, and a shared vision for academic excellence, the Del Mar Union School District is committed to providing a rigorous, inspiring, and nurturing education program that is continually evolving to develop well-round individuals who embrace learning for life and who are prepared to meet the challenges of the future.

We believe that...

- Every individual has worth
- Individuals deserve the opportunity to reach their potential
- Learning is a life-long process
- Everyone has the right to be safe
- Everyone can make a difference
- Individuals and communities have responsibilities to each other
- The uniqueness of individuals enriches the community

We believe in...

- Honesty and integrity
 - Treating others with respect
 - The principles of Democracy
- www.dmusd.org

Board of Trustees

Dr. Annette Easton
 Steven McDowell
 Doug Perkins
 Comischell Rodriguez
 Katherine White



Superintendent

Dr. Sharon McClain

DEL MAR UNION SCHOOL DISTRICT NOTICE OF SPECIAL BOARD MEETING BY THE BOARD OF TRUSTEES

February 24, 2010
3:00 p.m.

Del Mar Hills Academy
14085 Mango Drive
Del Mar, CA 92014

Welcome to a Special Board meeting of the Board of Trustees of the Del Mar Union School District!

Public Inspection of Documents

In compliance with Government Code 54957.5, agenda-related documents that have been distributed to the Board less than 72 hours prior to the board meeting are available for inspection at the Del Mar Union School District, 225 9th St. Del Mar, CA 92014.

Hearing of the Public

Persons wishing to address the Board on any item except personnel are invited to do so at this time. In the interest of time and order, presentations from the public are limited to 3 minutes per person, per topic. If you wish to speak, complete a card (located at the sign-in desk) and present it to the Secretary of the Board prior to the start of the meeting. When the Board President invites you to the podium, please state your name, address, and organization before making your presentation.

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

Closed Session

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

Cell Phones/Pagers

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

Assistance With Meeting

In compliance with the Americans With Disabilities Act and AB-3035, if you require special assistance to participate in this meeting, please contact the Superintendent at (858) 755-9301 at least 24 hours prior to the start of the meeting to enable the District to make reasonable arrangements.

BUSINESS TO BE TRANSACTION WILL BE LIMITED TO THE FOLLOWING:

CALL TO ORDER

1. APPROVAL OF AGENDA

Motion ___ *Second* ___ *Ayes* ___ *Nays* ___

2. PUBLIC INPUT FOR ITEMS ON THE CLOSED SESSION AGENDA

3. BOARD MEETING EFFECTIVENESS WORKSHOP, 3:00-4:00 P.M.

1

Motion ___ *Second* ___ *Ayes* ___ *Nays* ___

**4. BOARD APPROVAL, ENGAGEMENT AGREEMENT WITH PROCOPIO, CORY,
HARGREAVES & SAVITCH LLP**

2-5

Motion ___ *Second* ___ *Ayes* ___ *Nays* ___

Adjournment into Closed Session

Motion ___ *Second* ___ *Ayes* ___ *Nays* ___

CLOSED SESSION

1.1 Public Employee Discipline/Dismissal/Release pursuant to Government Code 54957

1.2 Consider Personnel Issues, (Government Code Sections 11126 and 54957); limited to consideration of the appointment, employment, evaluation of performance, discipline /release, dismissal of a public employee or to hear complaints or charges brought against such employee by another person or employee unless the employee requests a public session

1.3 Conference with Legal Counsel – Potential Litigation (Government Code Section 54956.9(c); Name of Case: Three cases

1.4 Conference with Real Property Negotiator (G.C. 54956.8)-Properties: 1302 Camino Del Mar, Del Mar, CA; 4106, 4110, 4116 and 4122 Sorrento Valley Blvd., San Diego, CA; 11189, 11199 Sorrento Valley Rd., San Diego, CA; 12625 High Bluff Dr., San Diego CA, 225 9th Street, Del Mar, CA —Agency Negotiator: Sharon McClain, Superintendent

Adjournment of Closed Session

Motion ___ *Second* ___ *Ayes* ___ *Nays* ___

RECONVENE OPEN SESSION 6:00 P.M.

5. REPORT OF ACTION TAKEN IN CLOSED SESSION

6. PUBLIC INPUT FOR AN ITEM NOT ON THE AGENDA

(Public input for items on the Agenda will be taken after presentation of the Agenda item.)

7. **BOARD APPROVAL OF PROFESSIONAL SERVICE AGREEMENTS FOR THE DEL MAR UNION SCHOOL DISTRICT AFTER SCHOOL ENRICHMENT PROGRAM** 6-14

Motion ___ *Second* ___ *Ayes* ___ *Nays* ___

8. Time Certain 6:15
UPDATE, POTENTIAL PROPERTIES FOR DISTRICT OFFICE, CHUCK WASKER, COLLIERS INTERNATIONAL, AND MARK KAGAN, MARKJEN CORPORATION 15

9. **BOARD DISCUSSION/ACTION, 7/11 DISTRICT ADVISORY COMMITTEE PROPOSALS** 16

Motion ___ *Second* ___ *Ayes* ___ *Nays* ___

10. **BOARD DISCUSSION/APPROVAL, CONTRACT BETWEEN SHARON L. MCCLAIN, ED.D. AND THE DMUSD BOARD OF TRUSTEES** 17-28

Motion ___ *Second* ___ *Ayes* ___ *Nays* ___

11. **ADJOURNMENT OF SPECIAL BOARD MEETING OF FEBRUARY 24, 2010**

Motion ___ *Second* ___ *Ayes* ___ *Nays* ___

_____ Time

February 22, 2010

To: Board Members

From: Dr. Sharon McClain, Superintendent

Subject: Agenda Item 3: Board Meeting Effectiveness Workshop

The Board will hold a workshop to discuss best practices for conducting efficient and effective Board meetings. The workshop will include discussion on the following topics:

- The role of the Board
- The Board meeting
- Setting direction
- Essential documents
- Success indicators
- Governance calendar
- Working together efficiently
- Focused decision making
- Use of ABC's (acknowledge, bridge, convert)
- Meeting norms
- Consideration of Board's values
- Communication
- Working as a team
- Processes and procedures

FISCAL IMPACT: None.

RECOMMENDED: Not applicable.

February 22, 2010

To: Board Members

From: Dr. Sharon McClain, Superintendent

Subject: Agenda Item 4.: Board Approval, Engagement Agreement between the Del Mar Union School District and Procopio, Cory, Hargreaves & Savitch LLP

The District wishes to contract with Procopio, Cory, Hargreaves & Savitch LLP for legal services. The firm's strength in service comes from its extensive experience in land use issues in the San Diego area.

A copy of the Engagement Agreement is attached for the Board's review.

FISCAL IMPACT: Cost – \$325.00 per hour for general counsel services.
Program or Department – Unrestricted General Fund
Is this a Restricted Program? No
Was this expenditure anticipated in the adopted budget? Yes.
Will this Program or Department be over budget after this expenditure? No

RECOMMENDED: The Superintendent recommends approval of the Engagement Agreement between the Del Mar Union School District and Procopio, Cory, Hargreaves & Savitch LLP

ENGAGEMENT AGREEMENT

This Engagement Agreement ("Agreement") dated January 24, 2010 is between the Del Mar Union School District ("Client") and Procopio, Cory, Hargreaves & Savitch LLP ("Firm").

1. **Conditions.** Firm shall have no obligation to provide legal services to Client, until Client returns a signed copy of this Agreement. However, any legal services provided to Client at Client's request prior to the execution and return of this Agreement to Firm shall be covered by this Agreement.
2. **Engagement of Firm.** Client employs Firm to render legal services requested by Client and agreed upon by Firm from time to time, on the terms set forth in this Agreement. Client understands that no particular result, compensation or recovery is or can be guaranteed or promised by Firm in rendering legal services requested by Client for any matter. Unless Firm otherwise notifies Client in writing, all legal services requested by Client from time to time and accepted by Firm shall be governed by this Agreement. It is understood that Client is not relying on Firm for business, investment or accounting decisions or to investigate the character or credit of persons with whom Client may be dealing. Communications between Client and Firm may be made in person, via telephone, including via mobile phone, via facsimile, via mail or via electronic mail, and Client hereby authorizes communication by all such means.
3. **Fees.** Unless Firm agrees in writing to a fixed fee, Firm's compensation for legal services rendered for Client's matters ("Fees") will not be a fixed amount but rather will be an amount based primarily upon the time devoted to Client's matters, including, but not limited to, consultations, correspondence, meetings, telephone calls, negotiations, factual investigations and analyses, legal research and analyses, document preparation and revision, court appearances, travel on Client's behalf and all other work related to Client's matters. The hourly billing rates of Firm's lawyers generally vary depending upon their experience, and Firm's total fees vary depending upon the novelty and difficulty of the questions involved, the skill required to perform the legal service properly, the skill and experience of opposing counsel, the responsibilities assumed, the time limitations imposed by Client or the circumstances, the seriousness of the consequences, the results obtained and other considerations permitted or required by applicable rules of professional conduct. Firm and Client agree upon a blended rate of \$325/hour for Fees incurred in regard to general counsel services provided to Client by all Firm attorneys on routine matters. Specialized services will be provided at preferential rates to be mutually agreed-upon by Client and Firm in writing, in advance of delivering such specialized services. Firm's blended rate is subject to change periodically, usually on January 1, upon prior written notice. At present it is anticipated that Jeff Stoke, Greg Moser, John Lemmo and Aiko Osugi will be the attorneys primarily responsible for Client's matters.
4. **Costs.** Client is responsible for and will pay all costs, charges and expenses incurred by Firm on behalf of Client ("Costs"). Costs may include, but are not limited to, filing fees, messenger charges, expedited delivery charges, investigation charges, computerized legal

research and litigation support charges, including data entry and document imaging, copying charges, communication expenses (e.g., international long distance telephone charges, telecopy charges), travel expenses and expert fees and expenses. Some of these charges may include a mark-up for overhead and administration. Firm reserves the right to require Client to (i) engage or pay directly any third party consultant, expert witness, vendor or other party engaged on behalf of Client, (ii) pay all outside costs in excess of \$1,000.00 directly to the vendor, and/or (iii) provide a deposit for Costs to be incurred.

5. **Estimates.** Firm cannot determine at the beginning of a matter the full nature and extent of the legal services since they depend upon the actions of other parties or governmental agencies, or upon facts or issues not yet known. Accordingly, any oral or written estimate of the fees and costs for a particular matter or service at the inception of a matter will not bind Firm. Client shall pay Firm's fees and costs actually billed to Client regardless of any estimate.
6. **Monthly Statements.** Unless a different billing cycle is approved by Firm in writing, Firm generally will issue its statements for Fees and Costs on a monthly basis. The amounts due as stated on Firm's statements shall be deemed to be correct, conclusive and binding on Client unless Client notifies Firm in writing, within thirty (30) days from the date the particular billing is mailed, that Client disputes such charge. Firm's statements are due and payable upon receipt. All Fees and Costs unpaid for more than thirty (30) days bear interest at the rate of ten percent (10%) per annum on the unpaid amount. If Client fails to pay Firm's statements within thirty (30) days of the statement date, Firm reserves the right to require an additional deposit in an amount determined by Firm or to terminate representation.
7. **Termination.** Client reserves the right to discharge Firm at any time upon advance written notice to Firm. Firm reserves the right to withdraw as legal counsel to Client at any time upon written notice to Client. If Firm withdraws or is terminated in accordance with this Agreement, the following shall govern the rights and duties of Client and Firm:
 - a. Firm will reasonably cooperate with Client to retain other counsel;
 - b. Client will provide all consents reasonably necessary to effect such withdrawal or termination;
 - c. Files for the matter shall be made available to Client; and
 - d. Client will pay promptly upon receipt of an invoice thereafter all Fees and Costs incurred prior to termination.
8. **Retention of Files.** After Firm's services conclude, Firm, will, upon Client's request, deliver files for the matter to Client, along with any funds or property of Client in Firm's possession. If Client does not request the file for this matter, Firm will retain it, either in its original form or on microfilm, microfiche, disk or electronically for a period of five (5) years after conclusion of the representation in the matter. If Client does not request delivery of the file for the matter before the end of the five-year period, Firm will have no

further obligation to retain the file and may, at its discretion, destroy it without further notice to Client. At any point during the five-year period, Client may request delivery of the file. Firm reserves the right to purge from Client's file at any time attorney notes, research memoranda and other work product of Firm attorneys.

9. **Insurance.** If Client has insurance, there may be policy provisions that provide coverage for potential liability and/or attorneys' fees and costs applicable to the legal services to be rendered. It is Client's responsibility to advise Firm whether any such insurance exists. Firm maintains errors and omissions insurance coverage.
10. **General.** No change, waiver or modification of any of the terms of this Agreement shall be effective unless confirmed in writing by a partner of Firm. This Agreement sets forth the entire agreement of Firm and Client concerning Client's employment of Firm. Firm has not made any representations or promises (including binding estimates of Fees or Costs) to Client. If any provision of this Agreement is invalidated by a final judgment, the remaining provisions shall remain in full force and effect.

This Agreement is binding on the respective successors and assigns of Firm and Client. The individual signing this Agreement on behalf of Client represents and warrants that he or she has all requisite authority to bind Client to the terms of this Agreement.

Firm

PROCOPIO, CORY, HARGREAVES &
SAVITCH LLP

By: _____
Jeffrey R. Stoke, Partner

The undersigned Client has read and understood this Agreement. The foregoing accurately sets forth all the terms of the engagement between Firm and Client.

Client

DEL MAR UNION SCHOOL DISTRICT

By: _____
Sharon McClain, Superintendent

Client Address:

225 9th Street
Del Mar, CA 92014

February 24, 2010

To: Board Members

From: Charlene Komosinski, Director, After School Programs

Through: Dr. Sharon McClain, Superintendent

Subject: Agenda Item 7: Board Approval of Professional Service Agreements for the Del Mar Union School District After School Enrichment Program.

The Del Mar Union School District operates the After School Enrichment Program for students at all school sites.

Attached is the calendar of classes for the Winter/Spring 2010 program. Currently, the enrollment for Enrichment classes is **1,254** students.

The Professional Services Agreements for the Winter/Spring 2010 program are with the following independent contractors, and the District is asking the Board's approval of these agreements. The contracts for this work are available for review at the Del Mar Union School District Office.

Mahvash Ardakani – *Brain Busters*
Wyatt Cameron DBA *Super Moverz, LLC*
Peg Windisch DBA *We are Coaches*

FISCAL IMPACT: **Cost** – Costs are paid by parents directly to outside vendors. 15% of gross receipts are returned to the After School Program.
Program or Department – Enterprise Fund
Is this a Restricted Program? No
Was this expenditure anticipated in the adopted budget? An estimated 15% of gross revenue was included in the adopted budget.
Will this Program or Department be over budget after this expenditure? No

RECOMMENDED: The Superintendent recommends approval of Professional Service Agreements for the DMUSD After School Enrichment Program.

Ashley Falls After School Enrichment - Session II: Winter/Spring 2010

Day	Location	Activity	Grades	Duration	Dates	Time
MONDAY	610	Beginning Band	4 - 6	ongoing	Classes began October 5th/End May 24th	2:35 - 3:50
MONDAY	305	Guitar Star	3 - 6	10 weeks	Mar-1,8,15,22,29,Apr-12,19,26,May-3,10	2:35 - 3:35
MONDAY	705	Magic Masters	3 - 6	10 weeks	Mar-1,8,15,22,29,Apr-12,19,26,May-3,10	2:35 - 3:35
TUESDAY	Blacktop	After School Hoops*	K - 2	10 weeks	Mar-2,9,16,23,30,Apr-13,20,27,May-4,11	2:35 - 3:35
TUESDAY	Blacktop	After School Hoops*	3 - 6	10 weeks	Mar-2,9,16,23,30,Apr-13,20,27,May-4,11	2:35 - 3:35
TUESDAY	705	Chinese I	K - 6	ongoing	Classes began October 6th/End May 11th	2:35 - 3:35
TUESDAY	307-Art	Creative Clay	1 - 3	10 weeks	Mar-2,9,16,23,30,Apr-13,20,27,May-4,11	2:35 - 4:05
WEDNESDAY	604	Fencing	3 - 6	10 weeks	Mar-3,10,17,24,31,Apr-14,21,28,May-5,12	12:35 - 1:35
WEDNESDAY	301	Mad Science - Energy, Forces and Flight	K - 2	10 weeks	Mar-3,10,17,24,31,Apr-14,21,28,May-5,12	12:35 - 1:35
WEDNESDAY	302	Mad Science - Energy, Forces and Flight	3 - 6	10 weeks	Mar-3,10,17,24,31,Apr-14,21,28,May-5,12	12:35 - 1:35
WEDNESDAY	305	Monart Drawing - Scenes of San Diego	1 - 3	10 weeks	Mar-3,10,17,24,31,Apr-14,21,28,May-5,12	12:35 - 1:35
WEDNESDAY	705	Sing 'n Speak Spanish - Year One	1 - 4	ongoing	Classes began October 7th/End June 2nd	12:35 - 1:20
THURSDAY	604	Center for Martial Arts' Korean Karate	K - 6	10 weeks	Mar-4,11,18,25,Apr-1,15,22,29,May-6,13	2:35 - 3:45
THURSDAY	703	Sing 'n Speak Spanish - Year One	K	ongoing	Classes began October 8th/End May 27th	12:45 - 1:30
FRIDAY	705	Chess Academy	K - 6	10 weeks	Mar-5,12,19,26,Apr-2,16,23,30,May-7,14	2:35 - 3:35
FRIDAY	MUR	Superstar Gymnastics	K - 4	10 weeks	Mar-5,12,19,26,Apr-2,16,23,30,May-7,14	2:35 - 3:35

Classes will not be held 4/5 - 4/9 during Spring Break.

Del Mar Union School District is not responsible for your child's attendance in After School Enrichment.
Please remind your child when they have an enrichment class.

*Hoops cancelled if rain occurs one hour prior to class.

Carmel Del Mar After School Enrichment - Session II: Winter/Spring 2010

Day	Location	Activity	Grades	Duration	Dates	Time
MONDAY	461	Art of Jewelry Design, Beading, & Wire Basics	2 - 4	10 weeks	Mar-1,8,15,22,29, Apr-12,19,26, May-3,10	2:35 - 3:50
MONDAY	AF Rm. 610	Beginning Band (LOCATED AT ASHLEY FALLS)	4 - 6	ongoing	Classes began October 5th/End May 24th	2:35 - 3:50
MONDAY	MUR	Gymnastics	K - 2	10 weeks	Mar-1,8,15,22,29, Apr-12,19,26, May-3,10	2:35 - 3:35
TUESDAY	Basketball Ct	After School Hoops*	K - 2	10 weeks	Mar-2,9,16,23,30, Apr-13,20,27, May-4,11	2:35 - 3:35
TUESDAY	Basketball Ct	After School Hoops*	3 - 6	10 weeks	Mar-2,9,16,23,30, Apr-13,20,27, May-4,11	2:35 - 3:35
TUESDAY	463	Chess Academy	K - 6	10 weeks	Mar-2,9,16,23,30, Apr-13,20,27, May-4,11	2:35 - 3:35
TUESDAY	104	Sing 'n Speak Spanish - Year Five	4 - 6	ongoing	Classes began October 6th/End June 1st	2:35 - 3:20
TUESDAY	Child Care Rm.	Sing 'n Speak Spanish - Year One	K	ongoing	Classes began October 6th/End June 1st	12:45 - 1:30
TUESDAY	106	Sing 'n Speak Spanish - Year One	1 - 4	ongoing	Classes began October 6th/End June 1st	2:35 - 3:20
WEDNESDAY	MUR	Children's Dance Musical: The Little Mermaid	K - 2	10 weeks	Mar-3,10,17,24,31, Apr-14,21,28, May-5,12	12:35 - 1:35
WEDNESDAY	Art Rm	Easy Sewing and Quilting	4 - 6	10 weeks	Mar-3,10,17,24,31, Apr-14,21,28, May-5,12	12:35 - 1:45
WEDNESDAY	206	Guitar Star	3 - 6	10 weeks	Mar-3,10,17,24,31, Apr-14,21,28, May-5,12	12:35 - 1:35
WEDNESDAY	502	Sing 'n Speak Spanish - Year Two	2 - 5	ongoing	Classes began October 7th/End June 2nd	12:35 - 1:35
THURSDAY	Music Rm	Brain Busters	2 - 4	10 weeks	Mar-4,11,18,25, Apr-1,15,22,29, May-6,13	2:35 - 3:35
THURSDAY	MUR	Center for Martial Arts' Korean Karate	K - 6	10 weeks	Mar-4,11,18,25, Apr-1,15,22,29, May-6,13	2:35 - 3:45
THURSDAY	501	KidzArt	K - 2	10 weeks	Mar-4,11,18,25, Apr-1,15,22,29, May-6,13	2:35 - 3:35
THURSDAY	503	Mandarin Bilingual - Level 1	K - 2	ongoing	Classes began October 8th/End May 6th	2:35 - 3:35

Classes will not be held 4/5 - 4/9 during Spring Break.

Del Mar Union School District is not responsible for your child's attendance in After School Enrichment.

Please remind your child when they have an enrichment class.

*Hoops cancelled if rain occurs one hour prior to class.

Del Mar Heights After School Enrichment - Session II: Winter/Spring 2010

Day	Location	Activity	Grades	Duration	Dates	Time
MONDAY	P3	Creative Clay	1 - 3	10 weeks	Mar-1,8,15,22,29,Apr-12,19,26,May-3,10	2:35 - 4:05
MONDAY	P11	Dos Palomas Spanish**	K	ongoing	Classes began October 5th/End May 26th	12:45 - 1:45
MONDAY	P11	Dos Palomas Spanish**	2	ongoing	Classes began October 5th/End May 24th	2:35 - 3:35
MONDAY	Playground	Soccer for Beginners*	K - 2	10 weeks	Mar-1,8,15,22,29,Apr-12,19,26,May-3,10	2:35 - 3:35
TUESDAY	P11	Dos Palomas Spanish**	1	ongoing	Classes began October 6th/End May 27th	2:35 - 3:35
TUESDAY	P11	Dos Palomas Spanish**	K	ongoing	Classes began October 6th/End May 27th	12:45 - 1:45
TUESDAY	C2	Weird Science	K - 2	10 weeks	Mar-2,9,16,23,30,Apr-13,20,27,May-4,11	2:35 - 3:35
WEDNESDAY	P11	Dos Palomas Spanish**	K	ongoing	Classes began October 5th/End May 26th	12:35 - 1:35
WEDNESDAY	Library	Gymnastics	K - 2	10 weeks	Mar-3,10,17,24,31,Apr-14,21,28,May-5,12	12:35 - 1:35
WEDNESDAY	A7	Theatre and Acting Games	2 - 4	10 weeks	Mar-3,10,17,24,31,Apr-14,21,28,May-5,12	12:35 - 1:35
THURSDAY	P11	Dos Palomas Spanish**	1	ongoing	Classes began October 6th/End May 27th	2:35 - 3:35
THURSDAY	P11	Dos Palomas Spanish**	K	ongoing	Classes began October 6th/End May 27th	12:45 - 1:45
THURSDAY	A7	Mad Science - Energy, Forces and Flight	K - 2	10 weeks	Mar-4,11,18,25,Apr-1,15,22,29,May-6,13	2:35 - 3:35
THURSDAY	Playground	Total Golf Adventures	1 - 2	10 weeks	Mar-4,11,18,25,Apr-1,15,22,29,May-6,13	2:35 - 3:35
FRIDAY	Blacktop	After School Hoops*	K - 2	10 weeks	Mar-5,12,19,26,Apr-2,16,23,30,May-7,14	2:35 - 3:35
FRIDAY	Blacktop	After School Hoops*	3 - 6	10 weeks	Mar-5,12,19,26,Apr-2,16,23,30,May-7,14	2:35 - 3:35
FRIDAY	Library	Chess Academy	K - 6	10 weeks	Mar-5,12,19,26,Apr-2,16,23,30,May-7,14	2:35 - 3:35
FRIDAY	D5	Chinese I	K - 6	ongoing	Classes began October 9th/End May 14th	2:35 - 3:35
FRIDAY	Playground	Super Moverz	1 - 3	10 weeks	Mar-5,12,19,26,Apr-2,16,23,30,May-7,14	2:35 - 3:35

**Note: Kindergarten and First Grade Spanish classes meet twice a week.

Classes will not be held 4/5 - 4/9 during Spring Break.

Del Mar Union School District is not responsible for your child's attendance in After School Enrichment.

Please remind your child when they have an enrichment class.

*Hoops and Soccer cancelled if rain occurs one hour prior to class.

Del Mar Hills After School Enrichment - Session II: Winter/Spring 2010

Day	Location	Activity	Grades	Duration	Dates	Time
MONDAY	PAC	Center for Martial Arts' Korean Karate	K - 6	10 weeks	Mar-1,8,15,22,29, Apr-12,19,26, May-3,10	2:35 - 3:45
TUESDAY	Room 10	Chess Academy	K - 6	10 weeks	Mar-2,9,16,23,30, Apr-13,20,27, May-4,11	2:35 - 3:35
WEDNESDAY	Rm. 10	Chinese II	K - 6	ongoing	Classes began October 7th/End May 12th	12:35 - 1:35
WEDNESDAY	Field	Soccer for Beginners*	K - 2	10 weeks	Mar-3,10,17,24,31, Apr-14,21,28, May-5,12	12:35 - 1:35
WEDNESDAY	Science	Weird Science	K - 2	10 weeks	Mar-3,10,17,24,31, Apr-14,21,28, May-5,12	12:35 - 1:35
WEDNESDAY	P3	Writing Adventures	3 - 6	10 weeks	Mar-3,10,17,24,31, Apr-14,21,28, May-5,12	12:35 - 1:35
THURSDAY	Rm.18	Chinese I	K - 6	ongoing	Classes began October 8th/End May 6th	2:35 - 3:35
THURSDAY	PAC	Gymnastics	K - 2	10 weeks	Mar-4,11,18,25, Apr-1,15,22,29, May-6,13	2:35 - 3:35
FRIDAY	P6	Sing 'n Speak Spanish - Year One	K	ongoing	Classes began October 9th/End June 4th	12:45 - 1:30
FRIDAY	Rm. 10	Sing 'n Speak Spanish - Year One	1 - 4	ongoing	Classes began October 9th/End June 4th	2:35 - 3:20
FRIDAY	Art room	Young Rembrandts- Draw Amazing Things	2 - 4	10 weeks	Mar-5,12,19,26, Apr-2,16,23,30, May-7,14	2:35 - 3:35

Classes will not be held 4/5 - 4/9 during Spring Break.

Del Mar Union School District is not responsible for your child's attendance in After School Enrichment.

Please remind your child when they have an enrichment class.

*Soccer cancelled if rain occurs one hour prior to class.

Ocean Air After School Enrichment - Session II: Winter/Spring 2010

Day	Location	Activity	Grades	Duration	Dates	Time
MONDAY	Outside	After School Hoops*	K - 2	10 weeks	Mar-1,8,15,22,29, Apr-12,19,26, May-3,10	2:35 - 3:35
MONDAY	Outside	After School Hoops*	3 - 6	10 weeks	Mar-1,8,15,22,29, Apr-12,19,26, May-3,10	2:35 - 3:35
MONDAY	405	Engineering FUNdamentals w/ Legos	2 - 4	10 weeks	Mar-1,8,15,22,29, Apr-12,19,26, May-3,10	2:35 - 4:05
MONDAY	531	Mad Science - Energy, Forces and Flight	3 - 6	10 weeks	Mar-1,8,15,22,29, Apr-12,19,26, May-3,10	2:35 - 3:35
MONDAY	434	Theatre and Acting Games	K - 2	10 weeks	Mar-1,8,15,22,29, Apr-12,19,26, May-3,10	2:35 - 3:35
TUESDAY	405	Engineering FUNdamentals w/ Legos	3 - 5	10 weeks	Mar-2,9,16,23,30, Apr-13,20,27, May-4,11	2:35 - 4:05
TUESDAY	504	Guitar Star	3 - 6	10 weeks	Mar-2,9,16,23,30, Apr-13,20,27, May-4,11	2:35 - 3:35
TUESDAY	407	Mad Science - Energy, Forces and Flight	K - 2	10 weeks	Mar-2,9,16,23,30, Apr-13,20,27, May-4,11	2:35 - 3:35
TUESDAY	406	Mad Science - Energy, Forces and Flight	K - 2	10 weeks	Mar-2,9,16,23,30, Apr-13,20,27, May-4,11	2:35 - 3:35
TUESDAY	404	Sing 'n Speak Spanish - Year Two	2 - 5	ongoing	Classes began October 6th/End June 1st	2:35 - 3:20
WEDNESDAY	MUR Stage	Center for Martial Arts' Korean Karate	K - 6	10 weeks	Mar-3,10,17,24,31, Apr-14,21,28, May-5,12	12:35 - 1:45
WEDNESDAY	432	Chess Academy	K - 6	10 weeks	Mar-3,10,17,24,31, Apr-14,21,28, May-5,12	12:35 - 1:35
WEDNESDAY	401	KidzArt	K - 2	10 weeks	Mar-3,10,17,24,31, Apr-14,21,28, May-5,12	12:35 - 1:35
WEDNESDAY	403	Sing 'n Speak Spanish - Year Four	4 - 6	ongoing	Classes began October 7th/End June 2nd	12:35 - 1:35
WEDNESDAY	302	Sing 'n Speak Spanish - Year One	K	ongoing	Classes began October 7th/End June 2nd	12:35 - 1:20
THURSDAY	301	Mandarin Bilingual - Level 2	1 - 3	ongoing	Classes began October 8th/End May 6th	2:35 - 3:35
THURSDAY	433	Sing 'n Speak Spanish - Year One	1 - 4	ongoing	Classes began October 8th/End May 27th	2:35 - 3:20
THURSDAY	434	Sing 'n Speak Spanish - Year One	1 - 4	ongoing	Classes began October 8th/End May 27th	2:35 - 3:20
THURSDAY	402	Sing 'n Speak Spanish - Year Three	3 - 6	ongoing	Classes began October 8th/End June 3rd	2:35 - 3:35
THURSDAY	Outside	Superstar Gymnastics	K - 4	10 weeks	Mar-4,11,18,25, Apr-1,15,22,29, May-6,13	2:35 - 3:35
THURSDAY	305	Weird Science	K - 2	10 weeks	Mar-4,11,18,25, Apr-1,15,22,29, May-6,13	2:35 - 3:35
THURSDAY	501	Young Rembrandts- Cartooning Silly Things	3 - 6	10 weeks	Mar-4,11,18,25, Apr-1,15,22,29, May-6,13	2:35 - 3:35
FRIDAY	405	Creative Ballet	K - 2	10 weeks	Mar-5,12,19,26, Apr-2,16,23,30, May-7,14	2:35 - 3:35
FRIDAY	436	Mandarin Bilingual - Level 1	K - 2	ongoing	Classes began October 9th/End May 14th	2:35 - 3:35
FRIDAY	437	Mandarin Bilingual - Level 1	3 - 6	ongoing	Classes began October 9th/End May 14th	2:35 - 3:35
FRIDAY	303	Monart Drawing - Scenes of San Diego	1 - 3	10 weeks	Mar-5,12,19,26, Apr-2,16,23,30, May-7,14	2:35 - 3:35
FRIDAY	505	Writing Adventures	3 - 6	10 weeks	Mar-5,12,19,26, Apr-2,16,23,30, May-7,14	2:35 - 3:35

Classes will not be held 4/5 - 4/9 during Spring Break.

Del Mar Union School District is not responsible for your child's attendance in After School Enrichment.

Please remind your child when they have an enrichment class.

*Hoops cancelled if rain occurs one hour prior to class.

Sage Canyon After School Enrichment - Session II: Winter/Spring 2010

Day	Location	Activity	Grades	Duration	Dates	Time
MONDAY	MUR	Chess Academy	K - 6	10 weeks	Mar-1,8,15,22,29,Apr-12,19,26,May-3,10	2:35 - 3:35
MONDAY	426	Mandarin Bilingual - Level 1	K - 2	ongoing	Classes began October 5th/End May 24th	2:35 - 3:35
MONDAY	P-6	Sing 'n Speak Spanish - Year Four	4 - 6	ongoing	Classes began October 5th/End June 7th	2:35 - 3:35
TUESDAY	422	Easy Sewing and Quilting	4 - 6	10 weeks	Mar-2,9,16,23,30,Apr-13,20,27,May-4,11	2:35 - 3:45
TUESDAY	305	Engineering FUNdamentals w/ Legos	2 - 4	10 weeks	Mar-2,9,16,23,30,Apr-13,20,27,May-4,11	2:35 - 4:05
TUESDAY	203	KidzArt	K - 2	10 weeks	Mar-2,9,16,23,30,Apr-13,20,27,May-4,11	2:35 - 3:35
TUESDAY	P-1	Sing 'n Speak Spanish - Year One	K	ongoing	Classes began October 13th/End June 8th	12:45 - 1:30
TUESDAY	201	Sing 'n Speak Spanish - Year One	1 - 4	ongoing	Classes began October 13th/End June 8th	2:35 - 3:20
WEDNESDAY	Blacktop	After School Hoops*	K - 2	10 weeks	Mar-3,10,17,24,31,Apr-14,21,28,May-5,12	12:35 - 1:35
WEDNESDAY	Blacktop	After School Hoops*	3 - 6	10 weeks	Mar-3,10,17,24,31,Apr-14,21,28,May-5,12	12:35 - 1:35
WEDNESDAY	MUR	Center for Martial Arts' Korean Karate	K - 6	10 weeks	Mar-3,10,17,24,31,Apr-14,21,28,May-5,12	12:35 - 1:45
WEDNESDAY	P-5	Sing 'n Speak Spanish - Year One	1 - 4	ongoing	Classes began October 7th/End June 2nd	12:35 - 1:20
WEDNESDAY	Science Lab	Weird Science	K - 2	10 weeks	Mar-3,10,17,24,31,Apr-14,21,28,May-5,12	12:35 - 1:35
WEDNESDAY	P-4	Young Rembrandts - Draw Amazing Things	2 - 4	10 weeks	Mar-3,10,17,24,31,Apr-14,21,28,May-5,12	12:35 - 1:35
THURSDAY	MUR	Children's Dance Musical: The Little Mermaid	K - 2	10 weeks	Mar-4,11,18,25,Apr-1,15,22,29,May-6,13	2:35 - 3:35
THURSDAY	Art Room	Creative Clay	1 - 3	10 weeks	Mar-4,11,18,25,Apr-1,15,22,29,May-6,13	2:35 - 4:05
THURSDAY	Blacktop	Fencing	3 - 6	10 weeks	Mar-4,11,18,25,Apr-1,15,22,29,May-6,13	2:35 - 3:35
THURSDAY	P-6	Sing 'n Speak Spanish - Year Two	2 - 5	ongoing	Classes began October 8th/End May 27th	2:35 - 3:20
FRIDAY	MUR	Gymnastics	K - 2	10 weeks	Mar-5,12,19,26,Apr-2,16,23,30,May-7,14	2:35 - 3:35
FRIDAY	401	Mad Science - Energy, Forces and Flight	K - 2	10 weeks	Mar-5,12,19,26,Apr-2,16,23,30,May-7,14	2:35 - 3:35
FRIDAY	303	Young Rembrandts- Cartooning Silly Things	3 - 6	10 weeks	Mar-5,12,19,26,Apr-2,16,23,30,May-7,14	2:35 - 3:35

Classes will not be held 4/5 - 4/9 during Spring Break.

Del Mar Union School District is not responsible for your child's attendance in After School Enrichment.

Please remind your child when they have an enrichment class.

*Hoops cancelled if rain occurs one hour prior to class.

Sycamore Ridge After School Enrichment - Session II: Winter/Spring 2010

Day	Location	Activity	Grades	Duration	Dates	Time
MONDAY	E3	Center for Martial Arts' Korean Karate	K - 6	10 weeks	Mar-1,8,15,22,29, Apr-12,19,26, May-3,10	2:35 - 3:45
MONDAY	G1	Chinese I	K - 6	ongoing	Classes began October 5th/End May 24th	2:35 - 3:35
TUESDAY	Primary Field	Total Golf Adventures	1 - 2	10 weeks	Mar-2,9,16,23,30, Apr-13,20,27, May-4,11	2:35 - 3:35
TUESDAY	Primary Field	Total Golf Adventures	3 - 5	10 weeks	Mar-2,9,16,23,30, Apr-13,20,27, May-4,11	2:35 - 3:35
WEDNESDAY	Library	Chess Academy	K - 6	10 weeks	Mar-3,10,17,24,31, Apr-14,21,28, May-5,12	12:35 - 1:35
WEDNESDAY	Primary Field	<i>Super Moverz</i>	1 - 3	10 weeks	Mar-3,10,17,24,31, Apr-14,21,28, May-5,12	12:35 - 1:35
WEDNESDAY	MUR	Superstar Gymnastics	K - 4	10 weeks	Mar-3,10,17,24,31, Apr-14,21,28, May-5,12	12:35 - 1:35
THURSDAY	Art Room	Monart Drawing - Scenes of San Diego	1 - 3	10 weeks	Mar-4,11,18,25, Apr-1,15,22,29, May-6,13	2:35 - 3:35
THURSDAY	G1	Sing 'n Speak Spanish - Year One	1 - 4	ongoing	Classes began October 8th/End May 27th	2:35 - 3:20
THURSDAY	Primary Field	Soccer for Beginners*	K - 2	10 weeks	Mar-4,11,18,25, Apr-1,15,22,29, May-6,13	2:35 - 3:35
FRIDAY	Science Room	Mad Science - Energy, Forces and Flight	K - 2	10 weeks	Mar-5,12,19,26, Apr-2,16,23,30, May-7,14	2:35 - 3:35
FRIDAY	Art Room	Young Rembrandts- Cartooning Silly Things	3 - 6	10 weeks	Mar-5,12,19,26, Apr-2,16,23,30, May-7,14	2:35 - 3:35

Classes will not be held 4/5 - 4/9 during Spring Break.

Del Mar Union School District is not responsible for your child's attendance in After School Enrichment.

Please remind your child when they have an enrichment class.

*Hoops and Soccer cancelled if rain occurs one hour prior to class.

Torrey Hills After School Enrichment - Session II: Winter/Spring 2010

Day	Location	Activity	Grades	Duration	Dates	Time
MONDAY	MUR	Fencing	3 - 6	10 weeks	Mar-1,8,15,22,29,Apr-12,19,26,May-3,10	2:35 - 3:35
MONDAY	L3	Mad Science - Energy, Forces and Flight	K - 2	10 weeks	Mar-1,8,15,22,29,Apr-12,19,26,May-3,10	2:35 - 3:35
MONDAY	meet at lunch tables	Total Golf Adventures	1 - 2	10 weeks	Mar-1,8,15,22,29,Apr-12,19,26,May-3,10	2:35 - 3:35
MONDAY	meet at lunch tables	Total Golf Adventures	3 - 5	10 weeks	Mar-1,8,15,22,29,Apr-12,19,26,May-3,10	2:35 - 3:35
MONDAY	L2	Weird Science	K - 2	10 weeks	Mar-1,8,15,22,29,Apr-12,19,26,May-3,10	2:35 - 3:35
TUESDAY	Music Room	Beginning Band	4 - 6	ongoing	Classes began October 6th/End May 11th	2:35 - 3:50
TUESDAY	MUR	Gymnastics	K - 2	10 weeks	Mar-2,9,16,23,30,Apr-13,20,27,May-4,11	2:35 - 3:35
TUESDAY	L3	Sing 'n Speak Spanish - Year One	1 - 4	ongoing	Classes began October 6th/End June 8th	2:35 - 3:20
TUESDAY	meet at lunch tables	Soccer for Beginners*	K - 2	10 weeks	Mar-2,9,16,23,30,Apr-13,20,27,May-4,11	2:35 - 3:35
TUESDAY	P7	Theatre and Acting Games	K - 2	10 weeks	Mar-2,9,16,23,30,Apr-13,20,27,May-4,11	2:35 - 3:35
TUESDAY	N2	Young Rembrandts- Draw Amazing Things	2 - 4	10 weeks	Mar-2,9,16,23,30,Apr-13,20,27,May-4,11	2:35 - 3:35
WEDNESDAY	Basketball Court	After School Hoops*	K - 2	10 weeks	Mar-3,10,17,24,31,Apr-14,21,28,May-5,12	12:35 - 1:35
WEDNESDAY	Basketball Court	After School Hoops*	3 - 6	10 weeks	Mar-3,10,17,24,31,Apr-14,21,28,May-5,12	12:35 - 1:35
WEDNESDAY	Art Room	Creative Clay	1 - 3	10 weeks	Mar-3,10,17,24,31,Apr-14,21,28,May-5,12	12:35 - 2:05
WEDNESDAY	P6	Engineering FUNdamentals w/ Legos	2 - 4	10 weeks	Mar-3,10,17,24,31,Apr-14,21,28,May-5,12	12:35 - 2:05
WEDNESDAY	P4	Evolve Dance	3 - 6	10 weeks	Mar-3,10,17,24,31,Apr-14,21,28,May-5,12	12:35 - 2:05
WEDNESDAY	Music Room	Intermediate Band	5 - 6	ongoing	Classes began October 7th/End May 12th	12:35 - 1:50
WEDNESDAY	J2	Mandarin Bilingual - Level 1	K - 2	ongoing	Classes began October 7th/End May 12th	12:35 - 1:35
WEDNESDAY	N3	Mandarin Bilingual - Level 2	1 - 3	ongoing	Classes began October 7th/End May 12th	12:35 - 1:35
WEDNESDAY	L3	Sing 'n Speak Spanish - Year Two	2 - 5	ongoing	Classes began October 7th/End June 2nd	12:35 - 1:20
THURSDAY	MUR	Chess Academy	K - 6	10 weeks	Mar-4,11,18,25,Apr-1,15,22,29,May-6,13	2:35 - 3:35
THURSDAY	Library	Easy Sewing and Quilting	4 - 6	10 weeks	Mar-4,11,18,25,Apr-1,15,22,29,May-6,13	2:35 - 3:45
THURSDAY	L3	Next Generation Yoga	1 - 3	10 weeks	Mar-4,11,18,25,Apr-1,15,22,29,May-6,13	2:35 - 3:20
THURSDAY	P1	Sing 'n Speak Spanish - Year One	K	ongoing	Classes began October 8th/End May 27th	12:45 - 1:30
THURSDAY	E4	Sing 'n Speak Spanish - Year Three	3 - 6	ongoing	Classes began October 8th/End June 3rd	2:35 - 3:35
FRIDAY	MUR	Center for Martial Arts' Korean Karate	K - 6	10 weeks	Mar-5,12,19,26,Apr-2,16,23,30,May-7,14	2:35 - 3:45
FRIDAY	E1	Guitar Star	3 - 6	10 weeks	Mar-5,12,19,26,Apr-2,16,23,30,May-7,14	2:35 - 3:35
FRIDAY	L3	KidzArt	K - 2	10 weeks	Mar-5,12,19,26,Apr-2,16,23,30,May-7,14	2:35 - 3:35
FRIDAY	D1	Magic Masters	3 - 6	10 weeks	Mar-5,12,19,26,Apr-2,16,23,30,May-7,14	2:35 - 3:35

Classes will not be held 4/5 - 4/9 during Spring Break.

Del Mar Union School District is not responsible for your child's attendance in After School Enrichment.
Please remind your child when they have an enrichment class.

*Hoops and Soccer cancelled if rain occurs one hour prior to class.

January 22, 2010

To: Board Members

From: Dr. Sharon McClain, Superintendent

Subject: Agenda Item 8: Update, Search for Property for Relocation of District Office, Chuck Wasker, Colliers International, and Mark Kagan, MarkJen Corporation, Realtors

Chuck Wasker of Colliers International and Mark Kagan of MarkJen Corporation will be present to give an update to the Board and community on the search and availability of property for the relocation of the DMUSD District Office. The properties include the following:

- 1302 Camino Del Mar, Del Mar, CA
- 4106, 4110, 4116 and 4122 Sorrento Valley Blvd., San Diego, CA
- 11189, 11199, 11425 and 11525 Sorrento Valley Rd., San Diego, CA
- 12625 High Bluff Dr., San Diego CA
- 225 9th Street, Del Mar, CA

FISCAL IMPACT: Not applicable.

RECOMMENDED: For information only. No action required.

February 22, 2010

To: Board Members
From: Dr. Sharon McClain, Superintendent
Subject: Agenda Item 9: Board Discussion/Action, 7/11 District Advisory Committee Proposals

The staff recommends the Board of Trustees discuss and eliminate and/or validate proposals or proposal elements as presented by the 7/11 District Advisory Committee at the January 13, 2010 Special Board Meeting.

FISCAL IMPACT: **Cost** – Board approval of this item will not increase or decrease projected expenses in 2010/2011.
Program or Department – Unrestricted General Fund
Is this a Restricted Program? No
Was this expenditure anticipated in the adopted budget? Yes
Will this Program or Department be over budget after this expenditure? No

RECOMMENDED: The Superintendent recommends the Board take action on the 7/11 District Advisory Committee Proposals.

February 24, 2010

To: Board Members

From: Comischell Rodriguez, President, Board of Trustees

Through: Dr. Sharon McClain, Superintendent

Subject: Agenda Item 10: Board Discussion/Approval, Contract between Sharon L. McClain, Ed.D and the DMUSD Board of Trustees

It has come to the Board's attention that district staff have been unable to implement a provision in Superintendent McClain's contract reported revised on June 17, 2009. The Board firmly believes that all District employees should receive prompt payment of all benefits.

To determine what the issues are, and what Board action may be necessary, the Board has placed a discussion of Superintendent McClain's current contract on the agenda. By law, any discussion about the contract must occur in open session. Through this discussion the Board hopes to clear up any issues related to implementing all provisions of the contract.

FISCAL IMPACT: **Cost** – Dena Whittington will be available to calculate the fiscal impact based on revisions to the original contract.
Program or Department – Unrestricted General Fund
Is this a Restricted Program? No
Was this expenditure anticipated in the adopted budget? Yes, budget for superintendent's total compensation based on original contract.
Will this Program or Department be over budget after this expenditure? No, if changes are within total compensation of original contract.

RECOMMENDED: The Superintendent recommends the Board discuss and take any necessary action.

AGREEMENT FOR EMPLOYMENT OF SUPERINTENDENT BETWEEN
DEL MAR UNION SCHOOL DISTRICT
AND
SHARON MCCLAIN, Ed.D.

THIS AGREEMENT is hereby entered into this 3rd day of September, 2008, by and between the BOARD OF TRUSTEES ("Board") of the DEL MAR UNION SCHOOL DISTRICT ("District") and Sharon McClain, Ed.D. or ("Superintendent").

1. Superintendent
Sharon McClain, Ed.D. is hereby employed as the District's Superintendent.

2. Term of Employment
The term of this Agreement shall be from September 17, 2008 through June 30, 2012.

If the Superintendent's evaluation at the end of each subsequent school year of the Agreement has been rated by the Board as "superior", this Agreement shall be extended by the Board for one (1) additional year, unless the Board notifies Superintendent in writing on or before June 30 of the school year to which the evaluation pertains that the Board will not grant such one (1) year extension to this Agreement. If extended, this extension shall be confirmed publicly by the Board at the next regular Board meeting subsequent to this extension. In the event this Agreement is extended by operation of this provision, this provision continues to apply to the Agreement as extended. The Superintendent shall inform the Board, in writing, of this notice requirement, between sixty (60) and thirty (30) days in advance of the June 30 deadline. Failure of the Superintendent to inform the Board shall prevent the automatic extension of this Agreement under this provision.

The Board and Superintendent acknowledge that this Agreement is entered into pursuant to Education Code Section 35031, and, in particular, as it relates to the determination of the Board that it shall not reelect or reemploy the Superintendent upon the expiration of her term under this Agreement.

3. General Terms and Conditions of Employment
The Superintendent understands that her employment with the District is governed by this Agreement, which constitutes the entire agreement between the parties. This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the California State Board of Education and the District. Said laws, rules and regulations are hereby made a part of the terms and conditions of this Agreement as though herein set forth.

The Superintendent hereby represents that she is, on the date of this Agreement, a holder of a valid California school administrator's credential and valid California teacher's credential. The Superintendent agrees to maintain such credentials throughout the term of this Agreement.

4. Powers and Duties

The Superintendent shall perform all of her powers and duties in accordance with the laws, rules and regulations set forth above. All powers and duties legally delegated to the Superintendent are to be executed in accordance with the policies adopted by the Board. Acts which require ratification by the Board shall be referred to the Board at the earliest opportunity.

The Superintendent's duties and functions shall include the following:

- A. Serving as the Chief Executive Officer of the District as described by District policy, the Superintendent shall be delegated all powers and duties necessary for efficient management and administration of the District to the full extent permitted by law. The Superintendent shall have the authority to organize and arrange the administrative and supervisory staff including instruction, business and operational affairs which in her judgment best serve the District. The responsibility for selection, placement and transfer of existing personnel, except as otherwise specific in the District policies or in this Agreement, shall be vested in the Superintendent. Selection of classified or certificated management personnel or employment of new personnel will be recommended by the Superintendent subject to approval by the Board. In the event the Board does not approve the Superintendent's personnel recommendations, the Superintendent shall submit an alternative recommendation.
- B. Attend all regular, special and closed session meetings of the Board, unless the Board is considering the Superintendent's evaluation or as otherwise required by law, and shall be entitled to submit recommendations on any items of business considered by the Board or any committee or subcommittee of District.
- C. Working with the Board, District personnel, parents and the public, shall develop short- and long-range goals with clear criteria for determining effective achievement and evaluating outcomes.
- D. Represent the interests of the Board and the District in day-to-day contact with parents, other citizens, community and governmental agencies.
- E. Provide leadership, guidelines and directions to ensure that policies related to curriculum, instruction, pupil personnel services, personnel, budget and business affairs are carried out.
- F. Provide educational leadership to ensure quality teaching and learning.
- G. Report regularly to the Board information regarding student learning and an analysis of student learning and an analysis of student achievement and test scores.
- H. Review all policies adopted by the Board and make appropriate recommendations to the Board for addition, deletion, or modification.

- I. Evaluate employees directly accountable to the Superintendent and oversee the evaluation of other employees as defined by California law and Board policy.
- J. Provide leadership and direction in planning and financing school facilities to meet long-term needs.
- K. Advise the Board and make recommendations regarding possible sources of funds which may be available to implement present or contemplated District programs.
- L. Endeavor to maintain and improve her professional competency by all available means, including reading appropriate periodicals and joining and/or participating in appropriate professional associations and their activities.
- M. Communicate openly, ethically, systematically and in a timely manner to the Board, staff and the community, and promptly inform the Board of critical issues or incidents.
- N. Establish and maintain an effective community relations program including effective relationships with the media.
- O. Perform other duties and functions as assigned or required by the Board.

5. Board-Superintendent Relations

The Superintendent will work with the Board in developing and maintaining a spirit of cooperation and teamwork in which the Board will accept responsibility for formulating and adopting policy and for taking action on matters which by law require Board action. Administrative responsibility and commensurate authority for administering the school system will be delegated by the Board to the Superintendent.

The Board recognizes that it is a collective body and each Board member recognizes that his/her power as a Board member is derived from the collective deliberation and action of the Board as a whole in a duly-constituted meeting. It is agreed that the Board, individually and collectively, will refer promptly to the Superintendent for study and recommendation criticism, complaints and suggestions brought to the attention of the Board or any member thereof.

The Board shall provide the Superintendent with periodic opportunities to discuss Board Superintendent relationships as they relate to the Board's productivity and the effectiveness of the Superintendent's leadership. As a part of this process, when it is deemed necessary by either the Board or the Superintendent, an outside technical or professional consultant or attorney may be retained to facilitate this process.

The Board shall hold the Superintendent accountable to manage the District consistent with the approved policies which establish the Board's expectations and goals. It is through Board policy and official Board action that the Board gives direction to the District.

The Superintendent will be held responsible for establishing programs and services and for managing the District to meet the Board's expected outcomes including the provision of data from which the Board can evaluate the District's achievements. Thus, the Board by exercising its governance and policy-making role, can be assured that it determines what it is the District should accomplish and whether, in fact, the District is accomplishing it.

6. Evaluation

- A. In communication with the Board, the Staff, and the Community, the Superintendent shall develop and submit to the Board within two (2) months from the effective date of employment, an initial analysis of the needs of the District and her recommendation as to the priority goals and tasks to be addressed during the first year. The priority goals and tasks resulting from this assessment will be considered by the Board, modified as the Board deems necessary in consultation with the Superintendent, and approved by the Board as the District's priority goals and objectives. In subsequent years, this process will occur prior to August 15.
- B. The Board shall formally evaluate and assess in writing the performance of the Superintendent at least once a year with informal evaluation taking place at least once at the mid-point of the evaluation period to assure regular and continuous communication regarding the Superintendent's performance. However, the Superintendent after consultation with the Board President may schedule more frequent evaluation conferences in closed session so that the Board may informally evaluate the Superintendent on a more regular basis. The annual evaluation will be in writing and completed by May 15 of each year unless another date is agreed upon by the Board and the Superintendent. The Board shall establish a special meeting to discuss this evaluation with the Superintendent. The Superintendent's evaluation shall be based upon the duties outlined in this Agreement, the achievement of Board-adopted priority goals and objectives, the Superintendent's performance objectives, and the job description utilizing the evaluation format as adopted by the Board. The Board and the Superintendent shall agree upon a written evaluation format which shall be used during the Term.
- C. The Superintendent shall have the right to initiate a written reaction or response to the evaluation. Such response shall become a permanent attachment to the evaluation placed in the Superintendent's personnel file.
- D. If the Board concludes that the superintendent's performance is unsatisfactory in any respect, the Board shall identify in writing specific areas where improvement is required, provide written recommendations for improvement, and notify the Superintendent that another evaluation will be conducted within six (6) months. Such written recommendations and the specifications for improvement shall be provided within thirty (30) days of the date of evaluation.
- E. The Board and the Superintendent shall use their best efforts to maintain confidentiality concerning the contents of the evaluation of the Superintendent, consistent with the law and the lawful uses of performance evaluations.

D. The Board and the Superintendent agree that the evaluation procedures contained herein fully satisfy all requirements of Education Code Sections 44660 through 44644.

7. Salary

A. The Superintendent's salary shall be established at the annual rate of One Hundred Sixty-Eight Thousand Dollars (\$168,000), effective September 17, 2008. The annual salary shall be paid in twelve (12) equal monthly installments, with proration for less than a full year's service. Salary installments shall be paid on the last working day of each month.

B. In subsequent school years of this Agreement, the Superintendent's annual salary, beginning on July 1st, shall be as provided for in the following Superintendent salary schedule:

2009-2010 School Year:	\$178,000
2010-2011 School Year:	\$183,000
2011-2012 School Year:	\$188,000

C. If Superintendent's performance evaluation at the end of each subsequent school year of the Agreement has been rated by the Board as "superior", the Board may approve an additional merit-based percentage salary increase up to six percent (6%) of the annual salary for the school year. Any adjustment in salary during the term of this Agreement shall be in the form of an amendment, and shall not operate as a termination of this Agreement.

D. The Board reserves the right to annually consider and offer to the Superintendent retention benefits that will be granted only upon retirement from the District.

8. Fringe Benefits, Professional Schedule, Vacation, Sick Leave and Automobile Allowance

A. The Superintendent shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this Agreement or a portion thereof; provided, however, that the Superintendent shall be entitled to thirty (30) days of annual vacation with pay; exclusive of holidays defined in Section 17220 and 37221 of the California Education Code, and any additional local holidays granted by the Board to twelve month management employees of the District.

For the 2008-2009 School Year, the Superintendent shall receive the thirty (30) days of annual vacation with pay, with proration for less than a full year's service, at the commencement of her employment under this Agreement. For each subsequent school year under this Agreement, beginning with the 2009-2010 school year, the Superintendent shall accrue the thirty (30) days of annual vacation with pay in twelve (12) equal monthly installments.

The Board expects the Superintendent to take vacation days each year in a timely manner. The Superintendent shall not accrue more than forty-five (45) days of

unused vacation, including the current year's allotment. In the event the accumulation of accrued vacation days including current year vacation days reaches a maximum of forty-five (45), further accrual of vacation days will cease until accumulated vacation is used so as to reduce the number of unused accumulated days below forty-five (45). At that time vacation accrual will recommence, until a maximum of forty-five (45) days is again reached.

In the event of termination of this Agreement, the Superintendent shall be entitled to compensation for unused vacation. Any amount of vacation credit that has accrued in the current school year will be paid at her current salary rate, and any vacation credit beyond that will be paid at the salary rate that was in effect during the previous school year.

- B. The Superintendent shall be provided all health and insurance benefits, including the Board-approved health benefits cap, which are provided to District certificated personnel.
- C. The Superintendent shall be provided with twenty-four (24) days per school year sick leave. The Superintendent shall accrue sick leave consistent with Board rules and regulations for District management personnel. Earned sick leave may be accrued and accumulated as provided by the Education Code and Board rules and regulations.
- D. The Superintendent shall receive a monthly automobile allowance of four hundred (\$400.00) per month for the purpose of maintaining an automobile, and travel within the County of San Diego, to be used by the Superintendent in connection with the services required of her under this Agreement. The Superintendent agrees to insure, maintain and pay all operating costs of her automobile. The Superintendent shall not be required to submit an expense voucher to receive the automobile allowance. The Superintendent shall not be reimbursed for any fuel, mileage, repairs or maintenance of her personally owned vehicle in addition to this monthly automobile allowance for travel within the County of San Diego. If approved by the Board, the Superintendent may have the automobile allowance included in her annual salary.
- E. During the term of this contract or any renewal or extension thereof, the Board shall provide the Superintendent retirement contributions in the amount of Sixteen Thousand Dollars (\$16,000). At her discretion, the Superintendent may elect to use the retirement contribution payment to offset her employee contribution to the State Teacher Retirement System or to fund a tax sheltered annuity, or some combination of thereof. If she elects to fund a tax sheltered annuity, the Superintendent shall be responsible for identification and selection of the tax-sheltered annuity. The Superintendent shall provide the name and other necessary information regarding the specific tax-sheltered annuity. Nothing herein shall be construed as a representation or guarantee on the part of the District as to the tax or retirement consequences of the retirement contributions, nor as acceptance of

any responsibility by the District for any liability which may arise as a result of the retirement contributions.

- F. The Board shall pay the Superintendent a housing allowance in the amount of one thousand five hundred dollars (\$1,500) per month, for the first six (6) months after execution of this Agreement, for temporary housing while she relocates her residence within the County of San Diego.

9. Expenses

- A. District-Related. The District shall reimburse the Superintendent for all actual and necessary expenses incurred and paid by the Superintendent in the conduct of her duties on behalf of the District. The Superintendent will submit itemized claims for such expenses consistent with District policies and such items claimed must be a proper use of District funds.
- B. Travel and Expenses Incurred Outside the County of San Diego. Subject to the District's established policy and budget for travel and expenses, as they may be amended by the Board from time to time, Superintendent shall be entitled to be reimbursed for all travel, lodging, meals and other reasonable and necessary expenses incurred by her in connection with official District business, including attendance at appropriate professional meetings, conferences, conventions and workshops, outside the County of San Diego. Reimbursement shall be premised upon Superintendent supplying to the District, in a timely manner, appropriate receipts and such other documentation as will support the claim for reimbursement. Superintendent shall notify the Board in advance of all travel outside the County of San Diego. Superintendent shall obtain Board approval in advance for travel outside the State of California while on official District business. In case of emergency attendance requirement, the President of the Board will be notified, and the expenses will be placed on the agenda for ratification at the next appropriate Board meeting. Upon approval of the Board, all actual and necessary expenses of attendance shall be paid by the District.
- C. Professional Organizations. The District encourages the Superintendent to participate in professional organizations and activities. The District shall pay the Superintendent membership dues in ACSA (Association of California School Administrators), and other professional or community organizations as may be approved by the Board.
- D. Outside Professional Activities. Superintendent shall give exclusive professional services to the District during the period of time such services are to be rendered to the District, except as otherwise provided by law. Notwithstanding this provision, Superintendent may undertake consultative professional work, engage in speaking, writing, lecturing or other professional undertakings, either with or without compensation, provided such activities do not, in the exclusive judgment of the Board, interfere with or conflict with Superintendent's performance of these duties under this Agreement. Any such activities which are productive of income to Superintendent shall be done on her own time and shall not be done

during her regular working hours for the District under this Agreement. The Superintendent shall undertake outside professional activities for remuneration only on non-work days; such as, vacation, holidays, and weekends. Superintendent may retain any income which may be derived therefrom.

10. Medical Examination

The Superintendent agrees to have an annual medical examination. Any expense beyond that paid by the District insurance will be borne by the District for an amount not to exceed Four Hundred Dollars (\$400.00). Nothing herein shall be deemed to waive any physician/patient privilege which Superintendent may have under the law with any physician with whom Superintendent consults for the purposes of this paragraph and Agreement. The President of the Board shall be advised in writing by the physician of the continued ability of the Superintendent to perform her duties and of any applicable medical restrictions. The report shall be confidential.

11. Termination

A. Superintendent Notwithstanding any other provisions of this Agreement, the Superintendent shall have the option to terminate this Agreement by providing the Board with a written notice of intent to terminate. This notice shall be provided no less than ninety (90) days prior to said termination date. The Superintendent and Board may mutually agree to a termination notice of less than ninety (90) days. Recognizing that recruitment and selection of a superintendent are expensive processes, Superintendent agrees that, in the event she terminates the Agreement under this provision within twelve (12) months of execution of this Agreement, she will reimburse the District for the expenses of recruiting and selecting her, relocation expenses and costs associated with the preparation of this Agreement, which amount may be deducted from any payment made to her on or after the date she gives notice of termination.

B. Without Cause The Board may elect to terminate this Agreement, without cause, upon thirty (30) days written notice to the Superintendent. Prior to exercising this option, the Board shall provide the Superintendent with an opportunity to meet with the Board to discuss its intentions. However, no cause need be alleged or demonstrated by the Board.

In the event the Board exercises this option, the Superintendent agrees to relinquish any claims which she may have against the District, its officers, agents, and employees, arising from the terms of this Agreement, in return for the payment specified in this paragraph. In acknowledgement of the difficulty or impossibility of calculating possible damages to the Superintendent as a result of such termination, the parties agree that in the event of termination pursuant to this provision of this Agreement, and regardless of the term of this Agreement, the cash settlement amount of liquidated damages shall be an amount equal to the monthly salary of the Superintendent multiplied by the number of months remaining under this Agreement, but not to exceed twelve (12) months, except as otherwise required by law. The cash settlement liquidated damages will be paid by

District to Superintendent within thirty (30) days from the effective date of termination of the Superintendent.

In addition, in the event of such termination, the District will maintain in effect the usual health and insurance benefits normally provided to active non-represented certificated employees of the District for a period of time equal to the number of months remaining under this Agreement, but not to exceed months, and, in any event, only until the Superintendent finds other fulltime employment, whichever occurs first. The Parties agree that no duty is hereby imposed upon Superintendent to seek full-time employment following termination of this Agreement. Notwithstanding this paragraph, the Superintendent shall retain any rights she has to continue health and insurance benefits under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) or any other applicable federal or state law.

The intent of this provision is to satisfy the requirements in Government Code Sections 53260 through 53264, and shall be interpreted consistently with these statutes.

- C. With Cause The Board may elect to terminate the Superintendent's employment upon thirty (30) days written notice to the Superintendent, except as specifically provided herein, for cause defined as serious misconduct, "Serious' misconduct" is defined as:
1. Superintendent's conviction for, indictment regarding (or procedural equivalent), or the entering of a guilty plea (or plea of nolo contendere) to, any crime with respect to which imprisonment is a possible punishment (whether or not actually imposed), which involves moral turpitude or which might, in the opinion of the Board cause embarrassment to the District;
 2. Superintendent engages in acts which are defined as moral turpitude under state or federal law and cause embarrassment to the District.
 3. Actions by the Superintendent during the term of this Agreement involving willful malfeasance or gross negligence in the performance of the Superintendent 's duties hereunder which could be materially and demonstrably injurious to the District;
 4. Superintendent 's commission of an act of fraud, embezzlement, theft or material dishonesty against the District;
 5. Superintendent's material breach of any material term of this Agreement or her willful failure or refusal to perform any material obligation or duty as required by this Agreement that has not been cured within thirty (30) days after written notice of such noncompliance has been given to the Superintendent by the Board.

6. Superintendent's persistent violation of or refusal to obey the school laws of the state or reasonable regulations prescribed for the government of the public schools by the State Board of Education or by the Board, or any other cause listed in the California Education Code.
7. The Board concludes that the Superintendent's performance is unsatisfactory in accordance with the procedures described-above under this Agreement. In such instances, the Board shall be responsible for specifically identifying the material deficiencies as part of the formal evaluation process and advising the Superintendent with specificity of what she would need to do to remediate said material deficiencies. If the majority of the Board determines that the performance of the Superintendent continues to be materially unsatisfactory, the Board may terminate the Superintendent under this clause, provided the Board provides the Superintendent with written notice of the termination at least ninety (90) days prior to the effective date of termination.

Dismissal for cause shall be effective upon action taken by the Board and all salary and benefits provided for in this Agreement shall cease upon said action by the Board. Salary and benefits earned or accrued prior to said action shall be paid to the Superintendent within thirty (30) days of said action.

12. Relocation Expenses

Recognizing that relocation is time consuming and expensive, the Board will reimburse the Superintendent for actual and necessary expenses to relocate within the County of San Diego or San Clemente, within twenty-four (24) months of execution of this Agreement, not to exceed Ten Thousand Dollars (\$10,000), following timely presentation of invoices to the District. Reimbursement shall only be provided for actual moving expenses and necessary supplies, but shall not include any fees or costs associated with the sale or purchase of a residence by the Superintendent, or any fees or costs associated with any real estate loan for the sale or purchase of a residence incurred by the Superintendent.

13. Employment as a Consultant Prior to September 17, 2008

It is expected that the Superintendent shall perform work on behalf of the District prior to September 17, 2008, for up to five (5) work days. The Superintendent shall be compensated at the per diem rate calculated on the annual salary in this Agreement for each of those work days up to a maximum of five (5).

14. Indemnity

In accordance with the provisions of Government Code Sections 825 and 995 and other applicable law, the District shall defend and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in Superintendent's individual capacity, or official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Superintendent was acting within

the scope of employment during the term of this Agreement. The District shall provide indemnity from liability as set forth above for all claims made and occurrences throughout the term of this Agreement, and any extensions thereof, and after her employment with the District ends.

15. Savings Clause

If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appears, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

16. Complete Agreement

This Agreement is the full and complete agreement between the parties hereto. Any amendment, modifications or variations from the terms of the Agreement shall be in writing and shall be effective only upon approval of such amendment, modification, or variation by the Board and the Superintendent.

THIS AGREEMENT CONSISTS OF ELEVEN (11) PAGES

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on the day and year written below.

BOARD OF TRUSTEES OF THE
DEL MAR UNION SCHOOL DISTRICT

Annette C. Easton
Annette Easton, President

Katherine White
Katherine White, Clerk

Janet S. Lamborghini
Janet Lamborghini, Member

Steven McDowell
Steven McDowell, Member

Doug Perkins
Doug Perkins, Member

I hereby accept this offer of employment and agree to comply with each and every condition thereof and to perform faithfully all of the duties of employment as Superintendent of the Del Mar Union School District.

Sharon McClain
Sharon McClain, Ed.D.

9-3-08
Acceptance Date