



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-rounded 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

Kristin Gibson
Doug Perkins
Doug Rafner
Comischell Rodriguez
Scott Wooden



Superintendent

James D. Peabody

DEL MAR UNION SCHOOL DISTRICT

Board of Trustees Regular Board Meeting

April 27, 2011
Closed Session: 4:45 p.m.
Open Session: 5:45 p.m.

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

*Welcome to the meeting of the
Del Mar Union School District Board of Trustees. . .*

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.

Consent Calendar

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

To address an item on the Consent Calendar, please follow the procedure described under Hearing of the Public.

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. A report of action(s) taken in Closed Session will be presented as an item in the Open Session Agenda.

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.

ORGANIZATIONAL BUSINESS

CALL TO ORDER

PUBLIC INPUT CONCERNING ITEMS ON THE CLOSED SESSION AGENDA

Adjournment into Closed Session

Motion ____ Second ____ Ayes ____ Nays ____
Time ____

1.0 CLOSED SESSION – 4:45 P.M.

- 1.1 **Conference with Legal Counsel – Existing Litigation** (Government Code Section 54956.9(a); Name of Case: Four cases (Case No. 2011020176, Case No. 2011010683, Student No. 5025567172, Student No. 1178209293
- 1.2 **Conference with Real Property Negotiator** (G.C. 54956.8)-
Under Discussion: Negotiation of Lease Agreement between Del Mar Union School District and remaining tenant at 11232 El Camino Real, San Diego, CA 92130
- 1.3 **Conference with Labor Negotiator** (G.C. 54957.6) Agency Designated Representatives: James Peabody, Superintendent and Tim Asfazadour, Assistant Superintendent, Human Resources; Employee Organization: Del Mar California Teachers Association
- 1.4 **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

RECONVENE OPEN SESSION

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, MEETING OF THE LEGISLATIVE BODY OF CFD NO. 99-1
-

CALL TO ORDER OPEN SESSION – 5:45 P.M.

2.0 FLAG SALUTE

3.0 APPROVAL OF THE AGENDA

Motion ____ Second ____ Ayes ____ Nays ____

4.0 CORRESPONDENCE/COMMUNICATIONS

- 4.1 Correspondence:
- 4.2 Public Input

5.0 REPORTS, RECOGNITIONS AND HEARINGS

- | | | |
|-----|---|---|
| 5.1 | <u>Staff Recognition</u> | 1 |
| | Employees of the Month for April 2011:
<i>Ashley Falls</i> – Vicki Wherley, Office Assistant
<i>Carmel Del Mar</i> – Junior Lopez, Night Custodian
<i>Del Mar Heights</i> – Rudy Hernandez, Night Custodian
<i>Del Mar Hills</i> – Kylie McCuen, Special Education Aide I
<i>Ocean Air</i> – Karen Hotly, Administrative Assistant
<i>Sage Canyon</i> – Heide Merkel-Eckstein, ELL Instructional Aide I
<i>Sycamore Ridge</i> – Kathy Pechtimaldjian, Librarian
<i>Torrey Hills</i> – Jenna Ellis, Instructional Aide | |
| 5.2 | <u>Report</u> | 2 |
| | PTA Report: Mara Bickett, PTA President, Del Mar Hills Academy | |
| 5.3 | <u>Report</u> | |
| | Board Report/Comments | |
| 5.4 | <u>Report</u> | |
| | Superintendent's Report | |

BOARD PRESIDENT CALLS FOR BLUE SPEAKER SLIPS

6.0 APPROVAL OF THE MINUTES

- | | |
|---|-------|
| ▪ Minutes of Strategic Management Workshop March 23, 2011 | 3 |
| ▪ Minutes of Regular Board Meeting of March 23, 2011 | 4-13 |
| ▪ Minutes of Special Board Meeting, March 31, 2011 | 14-15 |
| ▪ Minutes of Special Board/Visitation, April 6, 2011 | 16 |
- Motion* ____ *Second* ____ *Ayes* ____ *Nays* ____

6.1 CONSENT ITEMS

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

- | | | |
|-------|---|-------|
| *8.1 | Board Approval, Del Mar Union School District's Uniform Complaint Quarterly Report for January 1 – March 31, 2011 | 17-19 |
| *10.1 | Board Approval of Purchase Orders and Ratification of Commercial Warrant Payments and Revolving Cash Disbursements | 40-48 |
| *10.2 | Board Approval and Acceptance of Donations to the Del Mar Union School District | 49 |
| *10.3 | Board Approval, Attendance at ISTE 2011 Conference | 50 |
| *10.4 | Board Approval of Contracts and Contract Amendments for Special Education Services for the 2010-2011 School Year | 51 |
| *10.5 | Board Action to Declare District Personal Property Obsolete and Surplus Property and to Dispose of or Donate per Education Code 17546(a)(b)(c) | 52-53 |
| *10.6 | Board Approval of Agreement Between the Del Mar Union School District and School Wise Press for Producing and Publishing 2010-2011, 2011-2012, and 2012-2013 Site Accountability Report Cards | 54 |
| *10.7 | Board Approval of agreement between the Del Mar Union School District and J&S Asphalt Paving, Sealing & Striping, Co., Inc. | 55 |

*10.8	Board Approval of Agreement between the Del Mar Union School District and Zasqueta Contracting, Inc.	56
*10.9	Board Approval of Restricted Maintenance Contracts for Summer Work and 2011/2012 Fiscal Year Annual Inspections, Maintenance and Service	57-58
*11.1	Board Approval of Recommended Personnel Actions: Employment, Resignations, Retirements, Dismissals, Leaves of Absence, and Change of Status	60-64

7.0 CURRICULUM AND INSTRUCTION

8.0 ADMINISTRATION AND POLICY

8.2	Board Approval, Resolution No. 2011-11 to Support California's May 9-13 Week of Action	20-22
	<i>Motion ____ Second ____ Ayes ____ Nays ____</i>	
8.3	Board Approval, Special Board Meeting on June 15, 2011 and Cancellation of Regular Board Meeting on June 22, 2011	23
	<i>Motion ____ Second ____ Ayes ____ Nays ____</i>	
8.4	2011 CSBA Delegate Assembly Election Results	24-27
8.5	Second Reading and Approval, New Community Relations, Administrative Regulation 1312.4: Uniform Complaint Procedure	28-35
	<i>Motion ____ Second ____ Ayes ____ Nays ____</i>	
8.6	Board Approval, Resolution 2011-12 to Adopt CASBO Record Retention Guidelines	36-37
	<i>Motion ____ Second ____ Ayes ____ Nays ____</i>	
8.7	Reminder of Upcoming Events	38

9.0 OPERATIONS AND FACILITIES

9.1	Facilities Repot for the month of April	39
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10.0 BUSINESS AND FINANCE

10.10	Board Award and Approval of Agreement for Vended Meal Service Provider	59
	<i>Motion ____ Second ____ Ayes ____ Nays ____</i>	

11.0 PERSONNEL

11.2	Board Approval of Modifications to the Collective Bargaining Agreement between the Del Mar Teachers Association and the Del Mar Union School District	65-122
	<i>Motion ____ Second ____ Ayes ____ Nays ____</i>	
11.3	Board Update, Supplemental Employee Retirement Plan	123

12.0 PRELIMINARY ITEMS FOR MAY, 2011 BOARD MEETING

- Minutes, April 27, 2011 Strategic Management Workshop

ADJOURNMENT OF MEETING..... *Motion ____ Second ____ Ayes ____ Nays ____*

_____ Time

**DEL MAR UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
Del Mar Hills School – Multipurpose Room
14085 Mango Drive
Del Mar, CA 92014**

**MEETING OF THE LEGISLATIVE BODY OF CFD NO. 95-1
5:40 P.M.**

**OFFICIAL AGENDA
April 27, 2011**

Written notice is hereby given in accordance with Education Code Section 35144, Government Code 54956, and other applicable law that the following Meeting of the Legislative Body of CFD 95-1 will be held on Wednesday, April 27, 2011, at the Del Mar Hills School Multipurpose Building, 14085 Mango Drive, Del Mar, CA 92014. The meeting will begin at 5:40 P.M.

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 before the meeting is called to order. 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.

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.

BUSINESS TO BE TRANSACTED WILL BE LIMITED TO THE FOLLOWING:

1. CALL TO ORDER time: _____

2. Approval of Agenda _____motion _____second

3. Board Approval of Meeting Minutes _____motion _____second

None at this time

4. Approval of Consent Items

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

*4.1 Board Ratification of CFD 95-1 Purchase Orders and Commercial Warrants

_____motion _____second

5. Information Items

None at this time

6. Approval of Items Requiring Board Action

None at this time

7. Communications from the Public

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.

8. Adjournment of Meeting _____motion _____second

April 15, 2011

To: Board Members

From: Cathy Birks, Assistant Superintendent Business Services

Through: James Peabody, Superintendent

Subject: Agenda Item 4.1: Board Ratification of CFD 95-1 Purchase Orders and Commercial Warrants

Ratification of purchase orders and commercial warrants are in order at this time. It is recommended that the Board of Trustees ratify purchase orders in the amount of \$1,912,548.70 and commercial warrants in the amount of \$465,328.93.

Expenditures include the Union Bank of California debt service payment, and fees for the administration of the special taxes. Purchase orders were issued for classroom expansion at Ocean Air and Torrey Hills Schools.

A purchase order was processed for the City of San Diego Ocean Air Joint Use Agreement dated October 20, 2006. A letter is attached from the City of San Diego detailing the terms for reimbursement. Also attached is the Notice of Completion

FISCAL IMPACT: Supported by CFD 95-1

RECOMMENDED: The Superintendent recommends the Board approve to ratify the CFD 95-1 purchase orders in the amount of \$1,912,548.70 and commercial warrants in the amount of \$465,328.93.

**Communities Facilities District 95-1
Purchase Orders**

P/O Number	Date Issued	Vendor Name	Description	Amount
10014	02/24/11	Willdan Financial Services	2009-2010 Annual Administration	\$ 5,573.53
10016	02/25/11	Willdan Financial Services	2010-2011 Annual Administration	3,010.37
10018	03/21/11	Worthington Direct	Furniture & Equipment-Ocean Air	733.90
10019	04/13/11	Arenson Office Furniture	Furniture & Equipment-Torrey Hills	159.55
10020	04/15/11	Willdan Financial Services	Special Tax Administration	2,352.65
10023	04/15/11	City of San Diego	Ocean Air Joint Use Area	1,900,718.70
Total Purchase Orders				\$ 1,912,548.70

**Community Facilities District 95-1
Commercial Warrants**

Date	Warrant Number	Vendor Name	Description	Amount
12/17/10	12-858165	School Specialty	Ocean Air Furniture & Equipment	6,607.19
01/28/11	12-870476	Del Mar Union School District	Torrey Hills Furniture & Equipment	3,892.20
02/17/11	12-878166	Union Bank of CA	Debt Service Payment	446,245.64
02/28/11	12-882230	Willdan Financial Services	Special Tax Administration	8,583.90
Total Commercial Warrants				\$ 465,328.93



THE CITY OF SAN DIEGO

April 5, 2011

Ms. Cathy Birks, Business Services Specialist
Del Mar Union School District
225 Ninth Street
Del Mar, CA 92014

Dear Ms. Birks,

It was a pleasure meeting with you, Superintendent Peabody and Randy Wheaton last week to discuss the Ocean Air Elementary School joint use agreement. In order to finalize the parity terms of the joint use agreement, you asked for additional information regarding the completion of the joint use improvements and clarification of the Del Mar Union School District's responsibilities to obtain parity.

The construction documents for park and joint use improvements were signed by City staff as being complete on April 19, 2007. The joint use improvements were completed in October 2009 and the park and joint use area were open for use beginning in November 2009. A Notice of Completion (NOC) for the project has not been filed by the City due to mediation with the construction contractor. The mediation came to conclusion at the end of December 2010 and final payment to the contractor is expected to occur by mid-February 2011. Once the final payment has been made to the contractor, the City will file the NOC with the County of San Diego. The County then has 30 days to finalize the NOC. The City expects to receive a copy of the final NOC by mid-March 2011. When the Park and Recreation Department receives a copy of the NOC, we will forward you a copy.

Exhibit B, Calculation of Financial Contributions, of the joint use agreement outlines the formulas to be used to calculate when parity will be reached. When parity is reached, the City and the District are to share equally in the maintenance of the 6.25 acre joint use area. As we discussed at our meeting, the joint use agreement was completed on November 28, 2006, prior to the District purchasing land from the City for the Ocean Air Elementary School and prior to the completion of the construction documents for the project. Therefore, Exhibit B used estimated numbers in calculating parity. When the joint use agreement was negotiated, it was the District's intention to obtain parity immediately in order to equally share maintenance costs upon opening of the improvements.

Attached is a revised Exhibit B in which the actual value of the land is inserted. The actual value of the improvements cannot be determined because the project was bid as a lump sum project which included the park and joint use improvements. However, as the original Exhibit B and the



PARK AND RECREATION DEPARTMENT
COMMUNITY PARKS DIVISION
202 C STREET, MS 32, SAN DIEGO, CA 92101
PHONE: 619-221-8910 • FAX: 619-221-8901

Page 2
Cathy Birks, Del Mar Union School District
April 5, 2011

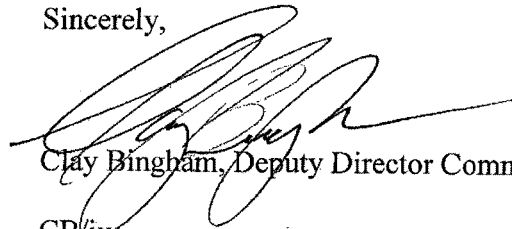
attached revised Exhibit B indicates, the value of the land is the determining factor for parity. While the actual cost of the improvements is not known, we have shared with you a conservative estimate of the joint use area improvements which is still less than the value of the land, divided by 2, per the joint use agreement. The value of the land in the revised Exhibit B was determined by dividing the \$3,695,000 the District paid the City for the 6.075 acres for the Ocean Air Elementary School site. This comes out to be \$608,230 per acre.

Based on the actual land value numbers being inserted into the revised Exhibit B, we have attached an invoice to the District for \$1,900,718.70. Full payment of this invoice will retroactively insure parity between the City and the District has been reached with an effective date of November 1, 2009.

Payment of the above invoice obtaining parity as of November 1, 2009 than requires the District to pay 50% of the maintenance of the joint use area beginning on November 1, 2009. We have attached a second invoice for 50% of the maintenance of the joint use area for the period of November 1, 2009 through December 31, 2010. The joint use agreement requires the City is to bill the District quarterly for the District's share of the joint use area maintenance. Therefore, the quarterly billing periods will begin on January 1, 2011 with the first invoice being sent to the District sometime after March 31, 2011.

If you have any questions regarding the logic and parity calculations represented in this letter or the revised Exhibit B of the joint use agreement or questions regarding the attached invoices, please don't hesitate to contact me. With the long history of the joint use agreement and the number of staff changes by both the City and the District, it can be somewhat confusing.

Sincerely,



Clay Bingham, Deputy Director Community Parks I Division

CB/jw

Attachments: Revised Exhibit B, Calculation of Financial Contributions
Parity Invoice
Maintenance Invoice

cc: Stacey LoMedico, Director, Park and Recreation Department, MS37C
James Peabody, Superintendent, Del Mar Union School District
Jim Winter, Project Officer II, Park and Recreation Department, MS35
Deborah Sharpe, Project Officer II, City Planning and Community Investment, MS5A
Megan Sheffield, Senior Management Analyst, City Planning and Community Investment, MS606F



THE CITY OF SAN DIEGO

EXHIBIT "B"

Revised April 2011

CALCULATION OF FINANCIAL CONTRIBUTIONS

Pursuant to Section 3 of this Agreement

Value of CITY'S land contribution ($\$608,230/\text{ac} \times 6.25 \text{ ac}$) / 2	\$1,900,718.70
--	----------------

Parties' Financial Contributions

Value of CITY'S contribution (land value)	\$1,900,718.70
---	----------------

Value of DISTRICT'S cash contributions	\$1,900,718.70
--	----------------

Difference	\$0.00
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NOTES:

The value of the City's land contribution for the 6.25 acres of joint use is based on actual payment of \$3,695,000 by the District to the City for the purchase of 6.075 acres, or \$608,230 per acre, for the Ocean Air Elementary School site located immediately adjacent to the joint use area as shown in Exhibit A of the joint use agreement dated November 28, 2006. The purchase price of the Ocean Air Elementary School site was based on the highest and best use appraisal approved by the City and the District. The property transfer was approved by the San Diego City Council on August 3, 2007, Resolution R-302899.

The value of the City's land contribution toward parity is determined by multiplying the joint use area of 6.25 acres by a land value of \$608,230 per acre and dividing that sum by 2 for an amount of \$1,900,718.70.

The value of the improvements could not be accurately determined due to the joint use and community park improvements being constructed under a single lump sum construction contract. The joint use improvements have an estimated value of \$1,696,290. Since the value of the improvements could not be accurately identified, the District chose to make a cash payment to the City in an amount equal to the City's land contribution in order to immediately establish parity. Therefore, parity has been obtained. The City and the District began sharing the maintenance costs of the joint use area on November 1, 2009.

CITY OF SAN DIEGO
NOTICE OF COMPLETION
AND ACCEPTANCE

1. ELIF CETIN, MS 908A
2. KRIS SHACKELFORD, MS 18
3. FRANK ROMERO, MS 56P
4. MARIA MILLER, MS 908A
5. CARYN MCGRIFF, MS 6A
6. ADORA LABRADOR, MS 18
7. RESHANNON HARRELL, MS 18
8. RODEL RIEGO, MS 7A

After recording Mail to:
City Clerk
City of San Diego
Mail Station 2A
Attn: Processing Clerk

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

1. DEPARTMENT RECOMMENDING ACCEPTANCE

Engineering & Capital Projects/Field Engineering Division

2. NAME AND ADDRESS OF CONTRACTOR

Park West Landscape, Inc. 480 S. Quince Street, Escondido, CA 92025

3. NAME AND ADDRESS OF THE CONTRACTOR'S SURETY(IES)

Great American Insurance Company, 580 Walnut Street, Cincinnati, OH 45202

4. PROJECT TITLE, STREET ADDRESS, AND LEGAL DESCRIPTION SUFFICIENT FOR IDENTIFICATION

Carmel Valley Community Park South and Recreation Building, 4770 Fairport Way, San Diego, CA 92130

5. Bid Number	6. Purchase Order No.	7. Job Order No.	8. Contract Awarded by	9. Resolution No. / Mayor's Action No.	10. CIP No.
K083767C	4500004147	S-00635/S-00750	X Council Mayor	R-302899	29-407.0/29-764.0

11. Recommendation and Acceptance

Resident Engineer or Construction Manager <i>Harry Nguyen</i> Harry Nguyen	Project Manager/Area Supervisor <i>Kris Shackelford</i> Kris Shackelford	By Division Head <i>Dave Zoumaras</i> Dave Zoumaras	Department Name: Engineering & Capital Projects <i>Tony Heinrichs</i> Department Head (Tony Heinrichs)
--	--	---	---

12. Acceptance

The City of San Diego hereby accepts the foregoing work of improvement as of:

Date: 1.19.11

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)SS

RECEIVED
CITY CLERK'S OFFICE
11 JAN 19 PM 4:10
SAN DIEGO, CALIF.

I declare under penalty of perjury that I am authorized by the Mayor of the City of San Diego to make this verification on behalf of said City; that the City of San Diego is the owner in fee of the property or improvement described in this notice; that I have read this notice and know the contents herein; that I accept the foregoing work of improvement as complete as of the date of my signature below; and that the foregoing is true and correct to the best of my knowledge.

Subscribed and sworn before me:

this JAN 20 2011 Day of

Tony Heinrichs
By Tony Heinrichs/Interim Director, E&CP
Insert - Name, Title, Department

ELIZABETH MALAND, City Clerk

By *Stacy Beatty*

Date recorded by County Recorder: JAN 21 2011

CITY DOCUMENT NUMBER: _____

Date Filed: _____

INSTRUCTIONS:

1. Items 1 through 11 must be completed recommending acceptance of the work or improvement.
2. A Location Map is to be attached by the recommending department.
3. The original of this form, and attached map are to be routed for final approval to the Director.
4. Following Director approval, make 5 copies and route original with copies to City Clerk's Office.
5. Approved copies are to be transmitted to the City Clerk for final distribution as follows:
 - a. County Recorder, to be placed on record as NOTICE OF COMPLETION AND ACCEPTANCE
 - b. City of San Diego Comptroller
 - c. Contractor performing this work
 - d. Contractor's Surety(ies)
 - e. One copy to Purchasing & Contracting Department
 - f. One copy to originating department.

**DEL MAR UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
Del Mar Hills School – Multipurpose Room
14085 Mango Drive
Del Mar, CA 92014**

**MEETING OF THE LEGISLATIVE BODY OF CFD NO. 99-1
5:40 P.M.**

**OFFICIAL AGENDA
April 27, 2011**

Written notice is hereby given in accordance with Education Code Section 35144, Government Code 54956, and other applicable law that the following Meeting of the Legislative Body of CFD 99-1 will be held on Wednesday, April 27, 2011, at the Del Mar Hills School Multipurpose Building, 14085 Mango Drive, Del Mar, CA 92014. The meeting will begin at 5:40 P.M.

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 before the meeting is called to order. 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.

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.

BUSINESS TO BE TRANSACTED WILL BE LIMITED TO THE FOLLOWING:

1. CALL TO ORDER time: _____
2. Approval of Agenda _____motion _____second
3. Board Approval of Meeting Minutes _____motion _____second
None at this time
4. Approval of Consent Items
Agenda items preceded by an asterisk () comprise the Consent Agenda and, unless removed at the request of a Board Member, will be approved by the Board as a group.*

*4.1 Board Ratification of CFD 99-1 Purchase Orders and Commercial Warrants
_____motion _____second
5. Information Items
None at this time
6. Approval of Items Requiring Board Action
None at this time
7. Communications from the Public
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.
8. Adjournment of Meeting _____motion _____second

April 15, 2011

To: Board Members

From: Cathy Birks, Assistant Superintendent Business Services

Through: James Peabody, Superintendent

Subject: Agenda Item 4.1: Board Ratification of CFD 99-1 Purchase Orders and Commercial Warrants

Ratification of purchase orders and commercial warrants are in order at this time. It is recommended that the Board of Trustees ratify purchase orders in the amount of \$9,636.71 and commercial warrants in the amount of \$285,234.19.

Expenditures include the Union Bank of California debt service payment, and fees for the administration of the special taxes

FISCAL IMPACT: Supported by CFD 99-1

RECOMMENDED: The Superintendent recommends the Board approve to ratify the CFD 99-1 purchase orders in the amount of \$9,636.71 and commercial warrants in the amount of \$285,234.19.

**Communities Facilities District 99-1
Purchase Orders**

P/O Number	Date Issued	Vendor Name	Description	Amount
10015	02/24/11	Willdan Financial Services	2009-2010 Annual Administration	\$ 4,697.54
10017	02/25/11	Willdan Financial Services	2010-2011 Annual Administration	2,434.79
10021	04/15/11	Willdan Financial Services	Special Tax Administration	2,504.38
Total Purchase Orders				<u>\$ 9,636.71</u>

**Community Facilities District 99-1
Commercial Warrants**

Date	Warrant Number	Vendor Name	Description	Amount
12/17/10	12-858166	Union Bank of CA	Annual Administrative Fee	\$ 1,660.00
02/17/11	12-878167	Union Bank of CA	Debt Service Payment	276,441.86
02/28/11	12-882231	Willdan Financial Services	Special Tax Administration	7,132.33
Total Commercial Warrants				\$ 285,234.19

April 27, 2011

To: Board Members

From: James Peabody, Superintendent

Subject: Agenda Item 5.1: Staff Recognition – Employees of the Month

Jake's Del Mar is continuing its support of our educational program by honoring staff members each month who are recognized by their site or department as "Employees of the Month". Jake's provides honorees with a \$40.00 gift certificate.

Employees of the Month for April are:

Ashley Falls	Vicki Wherley, Office Assistant
Carmel Del Mar	Junior Lopez, Night Custodian
Del Mar Heights	Rudy Hernandez, Night Custodian
Del Mar Hills Academy	Kylie McCuen, Special Education Aide I
Ocean Air	Karen Hotly, Administrative Assistant
Sage Canyon	Heide Merkel-Eckstein, ELL Instructional Aide I
Sycamore Ridge	Kathy Pechtimaldjian, Librarian
Torrey Hills	Jenna Ellis, Instructional Aide

RECOMMENDED: For information only. No action is required.

April 21, 2011

To: Board Members
From: James Peabody, Superintendent
Subject: Agenda Item 5.2: Report: PTA

Mara Bickett, Del Mar Hills Academy PTA President, will provide a brief report on the activities of the Del Mar Hills Academy PTA.

FISCAL IMPACT: Not applicable.

RECOMMENDED: For information only. No action required.

**DEL MAR UNION SCHOOL DISTRICT
BOARD OF TRUSTEES**

Minutes of Strategic Management Board Workshop

March 23, 2011
Open Session: 4:00 p.m

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

Members Present: Comischell Rodriguez, President of the Board
Scott Wooden, Clerk of the Board
Kristin Gibson
Doug Perkins
Doug Rafner

Administrators Present: James Peabody, Superintendent

BUSINESS TRANSACTED WAS LIMITED TO THE FOLLOWING:

Board President Rodriguez called the Board Workshop to order at 4:00 p.m.

1. PREPARATION OF TWO TO THREE PARAMETERS FOR THE STRATEGIC PLANNING TEAM

Loren Tarantino, facilitator from the Haines Center, presented an overview of the organization and the Haines Center system for strategic planning.

The Board reviewed and discussed parameters that will provide guidance to the Strategic Planning Team. The Board agreed upon the following parameters:

- We will operate within the budget and mission.
- We will make all decisions and take all actions based strictly on the best interest of the student.
- Protect those things that make the DMUSD diverse.

2. ADJOURNMENT

There being no further business to come before the Board, there was a Motion to Adjourn at 5:05 p.m.

Motion Rafner

Second Perkins

Unanimous

Scott Wooden, Clerk

James Peabody, Superintendent

Date

Date

**DEL MAR UNION SCHOOL DISTRICT
BOARD OF TRUSTEES**

Minutes of Regular Board Meeting

March 23, 2011

Closed Session: 5:00 p.m.

Open Session: 5:45 p.m.

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

Board President Rodriguez called the Regular Board Meeting to order at 5:04 p.m.

PUBLIC INPUT CONCERNING ITEMS ON THE CLOSED SESSION AGENDA

- There was no input from the public.

ADJOURN TO CLOSED SESSION

The Board adjourned to Closed Session at 5:05 p.m.

RECONVENE OPEN SESSION

The Board reconvened to Open Session at 5:50 p.m.

Board President Rodriguez welcomed staff, parents and community members to the Regular Board Meeting of the Board of Trustees.

1. The Board met in Closed Session from 5:05 – 5:50 p.m. to discuss:

- 1.1 **Conference with Labor Negotiator** (G.C. 54957.6) Agency Designated Representatives: James Peabody, Superintendent and Tim Asfazadour, Assistant Superintendent, Human Resources; Employee Organization: Del Mar California Teachers Association
- 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
 - Superintendent Evaluation/Contract

REPORT OF ACTION TAKEN IN CLOSED SESSION:

Board President Rodriguez reported there was no action taken in Closed Session.

Official Minutes, Regular Board Meeting • March 23, 2011

An audio recording and a detailed description of all agenda items is available at www.dmusd.org, - Board of Trustees - Board Meetings.

CALL TO ORDER

Board President Rodriguez called to order the Open Session of the Regular Board Meeting of the Del Mar Union School District, Board of Trustees, at 5:52 p.m.

2. PLEDGE OF ALLEGIANCE

Superintendent Peabody led Board members and guests in the Pledge of Allegiance.

ROLL CALL

Members Present (5):

Comischell Rodriguez, President of the Board
Scott Wooden, Clerk of the Board
Kristin Gibson
Doug Perkins
Doug Rafner

Administrators Present:

James Peabody, Superintendent
Holly McClurg, Assistant Superintendent, Instructional Service
Tim Asfazadour, Assistant Superintendent, Human Resources
Cara Schukoske, Director of Pupil Services
Mike Casey, Director of Technology
Randy Wheaton, Director of Maintenance & Operations

Principals Present:

Emily Morris, Sycamore Ridge

DMUSD Staff Present:

Bill Porter, Cinda Peck, Pamela Baldwin

Others Present:

Fernanda Aguiar, Martin Holmes, Vick Steck, Chuck Morris, E.A. Stewart, Lee Yen Anderson, Barry Hocomg, Janet Holcomb, Yana Mohanty, Shelby Wyandi, Jodie Block, Jamie Dicken and approximately 10 community members.

3. APPROVAL OF AGENDA

Motion to Approve Agenda

Motion Wooden

Second Gibson

Unanimous

Official Minutes, Regular Board Meeting • March 23, 2011

An audio recording and a detailed description of all agenda items is available at www.dmusd.org, - Board of Trustees - Board Meetings.

4. **CORRESPONDENCE/COMMUNICATION**

4.1 **Correspondence**

Superintendent Peabody received emails regarding the DMUSD lunch program and a piece of correspondence on the use of facilities.

4.2 **Public Comment (for items not on the Agenda)**

- None

5. **REPORTS, RECOGNITIONS AND HEARINGS**

5.1 **Staff Recognition**

Superintendent Peabody thanked Jakes Del Mar for its continued support of the DMUSD Employees of the Month program by donating gift certificates for the honorees, as follows:

Employees of the Month for March 2011:

Ashley Falls – Thalia Ormsby, 1st Grade Teacher

Carmel Del Mar – Kelly Hoover, Special Day Class Aide

Del Mar Heights – Nicki Waldal, 2nd Grade Teacher

Del Mar Hills – Cristin Ebright, 1st Grade Teacher

Ocean Air – Christine Williams, 1st Grade Teacher

Sage Canyon – Trent Tracy, ESC P.E. Teacher

Sycamore Ridge – Alicia Saunders, 1st Grade Teacher

Torrey Hills – Mandy Jackson, 5th Grade Teacher

5.2 **Student Recognition by North Coastal PTA 2010-2011 Reflections, Recipients of Award of Excellent – Medal**

Shauna Straw Board member of North Coastal Council PTA introduced Adrienne Gallo who presented awards to DMUSD students earning the Award of Excellence – Medal, for their submission in the PTA 2010/2011 Reflections.

5.3 **Public Hearing to Review Resolution No. 2011-09 and Resolution No. 2011-10 Regarding the Sufficiency of Instructional Materials for the 2009/2010 and 2010/2011 School Year, as Required by Education Code Section 60119**

The Public Hearing was conducted for the purpose of hearing from the public prior to the consideration and possible adoption of Resolution No. 2011-09 and 2011-10 by the Board of Trustees of the Del Mar Union School District regarding the sufficiency of instructional materials for the 2009/2010 and 2010/2011 School Year.

Board President Rodriguez opened the Public Hearing at 6:04 p.m.

Public input:

- There was no input from the public.

Official Minutes, Regular Board Meeting • March 23, 2011

An audio recording and a detailed description of all agenda items is available at www.dmusd.org, - Board of Trustees - Board Meetings.

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There being no further discussion, the Public Hearing was closed at 6:05 p.m. by Board President Rodriguez.

5.4 Public Hearing to Review Resolution No. 2011-08 for Fiscal Year 2010/2011 Categorical Flexibility Funds Public

The Public Hearing was conducted for the purpose of hearing from the public prior to the consideration and possible adoption of Resolution No. 2011-08 by the Board of Trustees of the Del Mar Union School District regarding the estimated amount of flexible funds to be used in the general fund for educational purposes.

Board President Rodriguez opened the Public Hearing at 6:06 p.m.

Public input:

- There was no input from the public.

There being no further discussion, the Public Hearing was closed at 6:07 p.m. by Board President Rodriguez.

5.5 DMCTA Report: David Skinner, DMCTA President

David Skinner thanked the Board for not issuing pink slips and expressed the teachers' appreciation for the decision.

On behalf of the DMCTA Mr. Skinner spoke in support of Agenda Item 8.2, Superintendent's Contract.

5.6 PTA Report: Stephanie Jansen, Sage Canyon

Stephanie Jansen, PTA President, reported on the activities of the Sage Canyon PTA, including a general Association meeting with speaker Peg LaRose, Principal, and Chris Delehanty, Assistant Principal; the Annual Fall Festival which raised more than \$60,000; Roadrunners, Science Night, Garden Night, Dad's Club, Playground Partners, a six-week anti-bullying program and more. The Sage Canyon PTA is proud of supporting the DMCTA through the jog-a-thon and other donations.

5.7 Report – Board Reports/Comments

Member Perkins:

- Had an opportunity to meet with teachers over lunch at Del Mar Hills Academy.

Member Rafner:

- Attended the Board visit to Sycamore Ridge.
- Attended the Board Governance Workshop.
- Attended the Masters in Governance training.

Member Gibson:

- Participated in the District's plan-to-plan session for Strategic Planning.
- Attended a luncheon with teachers at Del Mar Hills Academy.
- Attended the DMSEF meeting: DMSEF has nearly \$1 million in donations, is conducting letter writing campaign at each school, is gearing up to start on next year's campaign.
- Attended the Board visit to Sycamore Ridge and enjoyed seeing the Nancy Fetzer program.

Member Wooden:

- Attended the two-day New Board Member Institute.
- Attended the Governance Workshop and Masters in Governance training.
- Judged the San Diego Greater Science Fair.
- Met with some DMCTA teachers at their Political Action Committee meeting.

Member Rodriguez:

- Attended the Board visit to Sycamore Ridge.
- Met with DMCTA teachers last month.
- Attended budget update with Senator Kehoe to hear her talk on the challenging budget.
- Attended the Governance Workshop and Strategic Management Workshops.

5.8 Report – Superintendent's Report

- Supt. Peabody expressed his appreciation for the Board's willingness to attend the trainings that are made available for them to build a cohesive working team.
- Participated in Interest Based Bargaining.
- Met with the Parent Lunch Committee and thanked them for all of their diligent work on behalf of students.

6. APPROVAL OF MINUTES

Amendment to the Minutes of February 16, 2011: Add the motion & vote to Item 11.2.

Motion to approve Minutes of the following Board Meeting, as amended:

- Minutes of Special Board Meeting/Visitation of February 2, 2011
- Minutes of Regular Board Meeting of February 16, 2011
- Minutes of Special Board Meeting/Visitation of March 2, 2011
- Minutes of Governance Workshop/Special Board Meeting of March 2, 2011
- Minutes of Special Board Meeting of March 14, 2011

Motion Gibson

Second Wooden

Unanimous

Official Minutes, Regular Board Meeting • March 23, 2011

An audio recording and a detailed description of all agenda items is available at www.dmusd.org, - Board of Trustees - Board Meetings.

6.1 APPROVAL OF CONSENT ITEMS

- *10.1 Board Approval of Purchase Orders and Ratification of Commercial Warrant Payments and Revolving Cash Disbursements
- *10.2 Board Approval and Acceptance of Donations to the Del Mar Union School District
- *10.3 Board Approval/Ratification of Site and Department Performance Agreements and Memorandums of Understanding
- *10.4 Board Approval of Contract Between the Del Mar Union School District and AssetWorks for the Annual Inventory for Three Fiscal Years Ending June 30, 2011, 2012 and 2013 in the Amount of \$7,400.00 Per Year
- *10.5 Board Approval of Contracts and Contract Amendments for Special Education Services for the 2010-2011 School Year
- *10.6 Board Approval of Advertising to Solicit Requests for Proposals for Lunch Service Providers at all District School Sites
- *10.7 Board Approval of Advertising for Bids for Special Education Transportation and Field Trip Service Providers
- *10.8 Board Ratification, Agreement Between the Del Mar Union School District and The Epler Company for GASB Actuarial Valuation Services
- *10.9 Board Ratification of Agreement Between the Del Mar Union School District and Southern California Soil and Testing, Inc.
- *10.10 Board Approval of Agreement Between the Del Mar Union School District and C & M Relocation Systems
- *10.11 Board Approval of agreement between the Del Mar Union School District and Gould Electric Inc.
- *10.12 Board Approval of Agreement Between the Del Mar Union School District and System Electric Co. d.b.a. McBride Electric
- *10.13 Board Approval to Advertise for Bids for Summer Maintenance Work
- *11.1 Board Approval of Recommended Personnel Actions: Employment, Resignations, Retirements, Dismissals, Leaves of Absence, and Change of Status

Motion to approve Consent Items *10.1 - *10.13 and *11.1

Motion Perkins

Second Rafner

Unanimous

7. CURRICULUM & INSTRUCTION

8. ADMINISTRATION AND POLICY

Official Minutes, Regular Board Meeting • March 23, 2011

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8.1 Discussion, School Lunch Program

The Lunch Committee thanked the Board and superintendent for their support and concern that students are being offered good nutritional choices.

Public Input:

- *Janet Holcomb*, vendor and owner of Ky's Restaurant, spoke of his ability to serve approximately 1,000 lunches per day.
- *Pam Baldwin*, DMUSD staff, Child Nutrition Aide; spoke in favor of lunches with ONLY healthy choices.
- *Albert Fuentes*; vendor and owner of Come On In Café is currently serving schools in La Jolla.

Superintendent Peabody fielded clarifying questions from the Board relative to the current lunch program, the process for serving lunches, terms of the current agreement, criteria for the Request for Proposal (RFP), survey results, the standards to be included in the RFP, etc. (NOTE: Include in the RFP, how the lunch will be presented (buffet?))

8.2 Board Approval, Extension of Contract between James D. Peabody and the Del Mar Union School District

Board President Rodriguez reported the Board met in Closed Session in February and March to discuss adjustments to the superintendent's contract. The Board expressed their appreciation for the leadership provided by Superintendent Peabody.

Motion to approve Extension of Contract between James D. Peabody and the Del Mar Union School District

Motion Perkins

Second Wooden

Unanimous

8.3 Board Approval of Interdistrict Attendance Agreement Between the Del Mar Union School District and Other School Districts

Superintendent Peabody presented for approval the annual Interdistrict Attendance Agreement between school districts.

Motion to approve Interdistrict Attendance Agreement Between the Del Mar Union School District and Other School Districts

Motion Wooden

Second Gibson

Unanimous

Official Minutes, Regular Board Meeting • March 23, 2011

An audio recording and a detailed description of all agenda items is available at www.dmusd.org, - Board of Trustees - Board Meetings.

8.4 Board Approval, Agreement with SyTech Solutions, Inc.

Superintendent Peabody presented for approval an Agreement with SyTech Solutions, Inc. for the purpose of reviewing and digitizing the district's records for permanent retention.

Motion to approve, Agreement with SyTech Solutions, Inc.

Motion Gibson

Second Wooden

Unanimous

8.5 Board Review/Discussion, Governance Workshop, March 2, 2011

Superintendent Peabody offered a synopsis of the focus of the Governance Workshop discussions including unity of purpose, clarity of the role, positive culture and structures and processes; and the expectations identified by the team.

8.6 Board Approval, Revisions to Existing Community Relations Board Policy with Inclusion of new Administrative Regulation 1312.3: Uniform Complaint Procedure.

Holly McClurg, Assistant Superintendent, Instructional Services, presented for approval Board Policy/Administration Regulation 1312.2 to allow for complaints relative to sufficient instructional materials, facilities and/or teacher vacancy management.

Motion to approve Revisions to Existing Community Relations Board Policy with Inclusion of new Administrative Regulation 1312.3: Uniform Complaint Procedure.

Motion Gibson

Second Rafner

Unanimous

8.7 First Reading, New Community Relations, Administrative Regulation 1312.4: Uniform Complaint Procedure

The Board reviewed new AR 1312.4 and asked no clarifying questions.

8.8 Board Approval, Resolution 2011-09 and Resolution 2011-10 of the Board of Trustees of the Del Mar Union School District Regarding the Sufficiency of Instructional Materials for the 2009/2010 and 2010/2011 School Years

The resolutions were presented for Board approval for a second time, due to inadequate posting of Public Hearings in 2009/2010 and 20.10/2011

Motion to approve Resolution 2011-09 and Resolution 2011-10 of the Board of Trustees of the Del Mar Union School District Regarding the Sufficiency of Instructional Materials for the 2009/2010 and 2010/2011 School Years

Motion Wooden
Second Perkins
 Unanimous

8.9 **Reminder of Upcoming Events**
 (Presented for information only.)

9. OPERATIONS AND FACILITIES

9.1 **Facilities Report, Month of March, Fencing Update**
Randy Wheaton, Director of Maintenance & Operations, presented a status report on the fencing projects at Carmel Del Mar, Torrey Hills and Ashley Falls which are moving forward and being well received by the community. The Dept. of State Architects approved fencing plans for Del Mar Heights and Del Mar Hills Academy and advertising for bids begin March 21, 2011.

9.2 **Update, New District Office & Maintenance & Operation Facility**
Randy Wheaton, Director of Maintenance & Operations, updated the Board on the status of tenant improvements at the new District Office building as well as the new M & O facility. The current timeline shows M & O and the District Office moving to new facilities on May 12, 2011 and July 22, 2011, respectively.

10. BUSINESS AND FINANCE

10.14 **Board Approval of Construction Agreement, Lease and Sub-Lease for District Office Tenant Improvements at 11232 El Camino Real and Maintenance & Operations Tenant Improvements at 11189 Sorrento Valley Rd.**
Randy Wheaton, Director of Maintenance & Operations, asked for Board approval of the Lease/Leaseback construction for the improvements at 11232 El Camino Real and 11189 Sorrento Valley Road. Mr. Wheaton summarized changes in the plans for the M & O facility to reduce the final cost.

Motion to approve Construction Agreement, Lease and Sub-Lease for District Office Tenant Improvements at 11232 El Camino Real and Maintenance & Operations Tenant Improvements at 11189 Sorrento Valley Rd.

Motion Gibson
Second Rafner
 Unanimous

10.15 **Board Approval, Resolution 2011-08 of the Board of Trustees of the Del Mar Union School District for Fiscal Year 2010/2011 Categorical Flexibility Funds**

Motion to approve Resolution 2011-08 of the Board of Trustees of the Del Mar Union School District for Fiscal Year 2010/2011 Categorical Flexibility Funds

Motion Rafner
Second Perkins
Unanimous

11. PERSONNEL

12. ITEMS FOR APRIL 2011 BOARD MEETING

- Minutes of Regular Board Meeting of March 23, 2011
- Budget Update
- Sample RFPs for lunch program
- Discussion on policy re spending excess of funds from sale???

There being no further business to come before the Board, there was a
Motion to Adjourn at 8:05 p.m.

Motion Rafner
Second Wooden
Unanimous

Scott Wooden, Clerk

James Peabody, Superintendent

Date

Date

Official Minutes, Regular Board Meeting • March 23, 2011

An audio recording and a detailed description of all agenda items is available at www.dmusd.org, - Board of Trustees - Board Meetings.

DEL MAR UNION SCHOOL DISTRICT
BOARD OF TRUSTEES

Minutes of Special Board Meeting

March 31, 2011
Closed Session: 5:15 p.m.

Del Mar Union School District
225 9th Street
Del Mar, CA 92014

Members Present: Comischell Rodriguez, President of the Board
Scott Wooden, Clerk of the Board
Kristin Gibson
Doug Rafner

Members Absent: Doug Perkins

Administrators Present: James Peabody, Superintendent

BUSINESS TRANSACTED WAS LIMITED TO THE FOLLOWING:

1. Board Clerk Wooden called the meeting to order at 5:20 p.m.
2. Motion to Approve the Agenda
Motion Gibson
Second Rafner
Unanimous (3-0-0)
(Board President Rodriguez was not present for the Approval of the Agenda.)
3. **PUBLIC INPUT CONCERNING ITEMS ON THE CLOSED SESSION AGENDA**
There was no input from the public.

ADJOURN TO CLOSED SESSION

The Board adjourned to Closed Session at 5:21 p.m.

4. CLOSED SESSION

- 4.1 **Conference with Labor Negotiator** (G.C. 54957.6) Agency Designated Representatives: James Peabody, Superintendent and Tim Asfazadour, Assistant Superintendent, Human Resources; Employee Organization: Del Mar California Teachers Association

RECONVENE OPEN SESSION

The Board reconvened to Open Session 5:58 p.m.

5. REPORT OF ACTION TAKEN IN CLOSED SESSION:

Board President Rodriguez reported that no action was taken in Closed Session.

6. ADJOURNMENT

There being no further business to come before the Board, there was a Motion to Adjourn at 5:59 p.m.

Motion Rafner

Second Wooden

Unanimous

Scott Wooden, Clerk

James Peabody, Superintendent

Date

Date

Unapproved

DEL MAR UNION SCHOOL DISTRICT
BOARD OF TRUSTEES

Minutes of Special Board Meeting/Visitation

Ocean Air

April 6, 2011
8:30 a.m.

11444 Canter Heights Drive
San Diego, CA 92130

Members Present : Comischell Rodriguez, President of the Board
Scott Wooden, Clerk of the Board
Kristin Gibson
Doug Rafner
Doug Perkins

Administrators Present: James Peabody, Superintendent

BUSINESS TRANSACTED WAS LIMITED TO THE FOLLOWING:

1. Board President Rodriguez called the meeting to order at 8:37 p.m.

2. Motion to Approve the Agenda

Motion Wooden

Second Gibson

Unanimous

3. PUBLIC INPUT CONCERNING NON-AGENDA AND AGENDA ITEMS

There was no input from the public.

4. VISIT TO OCEAN AIR SCHOOL

Principal Ryan Stanley welcomed the Board of Trustees and guided them on a tour of classrooms showcasing the work of Ocean Air students. Principal Stanley also toured the Board through the new Child Care Facility.

5. **ADJOURNMENT**

There being no further business to come before the Board, there was a
Motion to Adjourn at 10:31 p.m.

Motion Rafner

Second Perkins

Unanimous

Scott Wooden, Clerk

James Peabody, Superintendent

Date

Date

April 22, 2011

To: Board Members

From: James Peabody, Superintendent

Subject: Agenda Item *8.1: Board Approval, Del Mar Union School District's Uniform Complaint Quarterly Report for January 1 – March 31, 2011

As the Board is aware, the governing boards of school districts in California are required to review and approve the District's quarterly report of complaints regarding instructional materials, facilities and teacher staffing.

Attached for your approval is the 2010/2011 3rd quarterly report prepared for the period of January 1 through March 31, 2011. No complaints have been received for this period.

The San Diego County Office of Education has created a link on their website for school districts to electronically report the required information and the Del Mar School District has completed the reporting process for the quarter specified above.

FISCAL IMPACT: Not applicable.

RECOMMENDED: The Superintendent recommends approval of the Del Mar Union School District's Uniform Complaint Quarterly Report for January 1 through March 31, 2011.

SDCOE Uniform Complaint Quarterly Reports Database

Williams and Valenzuela Settlements

Quarterly Complaint Summary
ADD a new summary record

Back to Home Menu

User ID: 68056

Quarter to Add: 2010-11 3rd Qtr Jan-Mar

Please fill in the following table. Enter 0 in any cell that does not apply.

Number of Complaints for Quarter			
	Received	Resolved	Unresolved
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy Management	0	0	0

Submitted By: Sherry Forte

Title: Executive Assistant to the Superintendent

Add Record

Main Menu

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Add Quarter Record

Williams Compliant Summary SDCOE Services

[Back to Home Menu](#)

The Complaint Summary Record has been added.

April 22, 2011

To: Board Members

Through: James Peabody, Superintendent

Subject: Agenda Item 8.2: Board Approval, Resolution No. 2011-11 to Support California's May 9-13 Week of Action

As a member of the California School Boards Association the board has been asked to support the May 9-13 week of action by educators, administrators, education support professionals, parents, students and other labor groups to protect California's future and the future of students and working families across the state.

FISCAL IMPACT: None

RECOMMENDED: The Superintendent recommends approval of Resolution No. 2011-11 to Support California's May 9-13 Week of Action.

RESOLUTION NO. 2011-11

RESOLUTION OF THE BOARD OF TRUSTEES OF THE DEL MAR UNION SCHOOL DISTRICT TO SUPPORT CALIFORNIA'S MAY 9-13 WEEK OF ACTION

WHEREAS, there's no debating that our schools, colleges and communities are suffering because of continued state budget cuts, and that cuts to local safety and health agencies also threaten the quality of life in our communities; and

WHEREAS, California has the eighth-largest economy in the world, but continues to shortchange our students of the education they need and deserve. Even worse, some lawmakers hijacked state budget negotiations in order to block a June ballot public vote to extend tax revenues, which are still part of Governor Brown's balanced budget plan; and

WHEREAS, we are now living in a state of emergency: Lawmakers have already made \$12 billion in painful cuts, but need to close the remaining budget deficit of \$15 billion; and

WHEREAS, California cannot survive an all-cuts budget -- legislators need to finish their jobs and pass the temporary tax extensions, and we must take action to show the true destruction happening to our schools and communities; and

WHEREAS, K-12 and higher education funding has been cut by more than \$20 billion the past three years, resulting in the loss of more than 30,000 educators and 10,000 school support employees, with the real threat of losing another 20,000 educators this year; and

WHEREAS, the California Education Coalition is asking for public support for a week of actions with parents, students, administrators, school board members, community leaders and other California labor groups with the objective of pressuring the Legislature to pass tax extensions to prevent deeper cuts to schools, colleges, fire, police and other essential public services; and

WHEREAS, the May 9-13 week of action is summed up with the acronym **L.E.A.R.N.:**

- Monday, May 9 | Focus on **LEGISLATIVE** activities and start of sit-in at the State Capitol
- Tuesday, May 10 | Reach out to **EVERY PARENT**
- Wednesday, May 11 | Use Day of the Teacher to **APPRECIATE educators and ALLIES**
- Thursday, May 12 | Promote the need for **REVENUE** for schools and other essential public services
- Friday, May 13 | It's **NOT BUSINESS AS USUAL**. Attend a regional rally in Sacramento, San Francisco, Los Angeles, Fresno, Inland Empire or San Diego

NOW, THEREFORE, BE IT RESOLVED that the Del Mar Union School District fully supports the May 9-13 week of action by educators, administrators, education support professionals, parents, students and other labor groups to protect California's future and the future of students and working families across the state.

PASSED AND ADOPTED by the Governing Board of the Del Mar Union School District of San Diego County, California, by the following vote:

AYES: _____ MEMBERS

NOES: _____ MEMBERS

ABSENT: _____ MEMBERS

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

I, James Peabody, Secretary of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date: April 27, 2011

Secretary of the Governing Board

April 22, 2011

To: Board Members

Through: James Peabody, Superintendent

Subject: Agenda Item 8.3: Board Approval, Special Board Meeting on June 15, 2011 and Cancellation of Regular Board Meeting on June 22, 2011

Due to conflicts in the calendars of a board member and the superintendent, we are asking the Board to consider taking the actions of calling a Special Board Meeting on June 15, 2011 and canceling the Regular Board Meeting on June 22, 2011.

FISCAL IMPACT: None

RECOMMENDED: The superintendent recommends approval of the stated actions.

April 21, 2011

To: Board Members

From: James Peabody, Superintendent

Subject: Agenda Item 8.4: CSBA Delegate Assembly Election Results

The California School Boards Association Delegate Assembly is CSBA's primary policy-making body and the key link in CSBA's governance structure. Attached is a list of the delegates who were elected, re-elected, appointed, and/or re-appointed. (*) denotes incumbent and (**) denotes appointment by District. The official election results are attached.

Subsequent to the election, the President of the CSBA Delegate Assembly contacted Board President Comischell Rodriguez, to ask her to accept an appointment to the Delegate Assembly, due to a delegate stepping down from his/her position on the Delegate Assembly. President Rodriguez accepted the appointment and will serve a one-year term.

FISCAL IMPACT: **Cost – N/A**
 Program or Department – N/A
 Is this a Restricted Program? N/A
 Was this expenditure anticipated in the adopted budget? N/A
 Will this Program or Department be over budget after this expenditure? N/A

RECOMMENDED: For information only. No action required.

2011 CSBA Delegate Assembly Election Results

The CSBA Delegate Assembly is CSBA's primary policy-making body and the key link in CSBA's governance structure. Below is a list of the Delegates who were elected, re-elected, appointed, and/or re-appointed (*) denotes incumbent and (**) denotes appointment by District. (As of March 30, 2011)

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

Subregion 1-A (Del Norte, Humboldt)

Frances Costello (Del Norte County USD)

County Delegate

Pat Hicks* (Lake COE)

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

Subregion 2-A (Modoc, Siskiyou, Trinity)

Margaret DeBortoli* (Siskiyou Union HSD)

Subregion 2-B (Shasta)

Jim Schwerdt (Shasta Union HSD)

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

Subregion 3-A (Sonoma)

Ron Abler (Forestville Union SD)

Subregion 3-B (Napa)

Indira Lopez (Calistoga Joint USD)

Subregion 3-C (Solano)

David Isom (Fairfield-Suisun USD)

Jay Yerkes (Vacaville USD)

County Delegate

Kathleen Willbanks (Sonoma COE)

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

Subregion 4-B (Butte)

Don Phillips (Oroville Union HSD)

Subregion 4-C (Colusa, Sutter, Yuba)

Sharman Kobayashi* (Yuba City USD)

Subregion 4-D (Nevada, Placer, Sierra)

Trish Gerving* (Nevada City SD)

Paige Stauss (Roseville Jt. Union HSD)

REGION 5 - Counties: San Francisco, San Mateo

Subregion 5-A (San Francisco)

Rachel Norton** (San Francisco County USD)

Subregion 5-B (San Mateo)

Maria Diaz-Slocum* (Redwood City ESD)

Carrie Du Bois* (San Carlos ESD)

Kevin Martinez* (San Bruno Park ESD)

County Delegate

Beverly Gerard* (San Mateo COE)

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

Subregion 6-B (Sacramento)

Jeanette Amavisca** (Elk Grove USD)

John Gordon (Galt Jt. Union ESD)

Lisa Kaplan* (Natomas USD)

Larry Miles** (San Juan USD)

Richard Shaw* (Folsom-Cordova USD)

Ed Short (Folsom-Cordova USD)

Roger D. Westrup* (Twin Rivers USD)

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

Lyle Eichert* (Buckeye Union SD)

REGION 7 - Counties: Alameda, Contra Costa

Subregion 7-A (Contra Costa)

Arthur M. Clarke* (Walnut Creek SD)

Teresa Gerringer* (Lafayette SD)

Linda Mayo** (Mt. Diablo USD)

Charles Ramsey** (West Contra Costa USD)

Subregion 7-B (Alameda)

David Haubert (Dublin USD)

Lily Mei (Fremont USD)

Diana J. Prola* (San Leandro USD)

Alice Spearman** (Oakland USD)

Nancy Thomas* (Newark USD)

Lara York** (Fremont USD)

County Delegate

Joaquin Rivera (Alameda COE)

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

Subregion 8-A (San Joaquin)

Matthew Balzarini (Lammerville USD)

Sara Cazares** (Stockton USD)

Brian Jackman (Jefferson ESD)

Subregion 8-B (Calaveras, Mariposa, Tuolumne)

Zerrall McDaniel (Calaveras USD)

Subregion 8-C (Stanislaus)

Nancy Cline** (Modesto City Schools)

Eileen Hamilton (Turlock USD)

Cynthia Lindsey* (Sylvan Union SD)

Subregion 8-D (Merced)

Robert Rodarte* (Delhi USD)



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

Subregion 9-A (San Benito, Santa Cruz)

Run-off election in process

Subregion 9-B (Monterey)

Kathryn Ramirez* (Salinas Union HSD)

Subregion 9-C (San Luis Obispo)

Tami Gunther* (Atascadero USD)

County Delegate

Arnold Levine* (Santa Cruz COE)

REGION 10 - Counties: Fresno, Kings, Madera

Subregion 10-A (Madera)

Barbara Bigelow (Chawanakee USD)

Subregion 10-B (Fresno)

Valerie Davis** (Fresno USD)

Ismael Herrera (Mendota USD)

Brian Heryford** (Clovis USD)

James Karle* (Sanger USD)

Kathy Spate* (Caruthers USD)

Randel M. Yano* (Clay Joint ESD)

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

Subregion 11-A (Santa Barbara)

Dean Nevins* (Goleta Union ESD)

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

Suzanne Kitchens* (Pleasant Valley SD)

Christina Urias* (Santa Paula Union HSD)

County Delegate

Mark Lisagor* (Ventura COE)

REGION 12 - Counties: Kern, Tulare

Subregion 12-A (Tulare)

Teresa Garcia* (Tulare City SD)

Dean Sutton* (Exeter Union SD)

Subregion 12-B (Kern)

Linda Brenner* (Panama-Buena Vista Union SD)

Blaine Geissel* (Rosedale Union SD)

Martha Miller** (Kern Union HSD)

Deanna Rodriguez-Root* (Richland SD)

Lillian Tofoya (Bakersfield City SD)

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

Ginny Fay Aitkens** (Saddleback Valley USD)

Bonnie Castrey* (Huntington Beach Union HSD)

Judith Edwards* (Fountain Valley ESD)

Karin Freeman* (Placentia-Yorba Linda USD)

Celia Jaffe* (Huntington Beach City ESD)

Sue Kuwabara* (Irvine USD)

Jose F. Moreno* (Anaheim City SD)

Rob Richardson** (Santa Ana USD)

Robert A. Singer* (Fullerton Joint Union HSD)

Suzie Swartz (Saddleback Valley USD)

County Delegate

John Bedell** (Orange COE)

REGION 16 - Counties: Inyo, San Bernardino

Subregion 16-A (Inyo)

Catherine George* (Lone Pine USD)

Subregion 16-B (San Bernardino)

Christina Cameron-Otero (Needles USD)

Chuck Christi (Yucaipa-Calimesa Jt. USD)

Tom Courtney* (Lucerne Valley USD)

Charles E. Dickie** (Chino Valley USD)

Leticia Garcia** (Fontana USD)

Karen Gray* (Silver Valley USD)

Teresa Parra Craig** (San Bernardino City USD)

Kathy A. Thompson* (Central SD)

Charles Uhalley* (Chaffey Joint Union HSD)

REGION 17 - County: San Diego

Richard Barrera** (San Diego USD)

Kevin Beiser** (San Diego USD)

Twila Godley* (Lakeside Union SD)

Penny Halgren* (La Mesa-Spring Valley SD)

Sharon C. Jones* (San Diego COE)

Kelli Moors* (Carlsbad USD)

Janet W. Mulder* (Jamul-Dulzura Union SD)

Penny Ranftle** (Poway USD)

Arlie Ricasa** (Sweetwater Union HSD)

Barbara Ryan* (Santee SD)

Priscilla Schreiber* (Grossmont Union HSD)

County Delegate

Susan Hartley** (San Diego COE)



REGION 18 - Counties: Imperial, Riverside**Subregion 18-A (Riverside)**

Justin Blake (Palm Springs USD)
 Robin J. Crist* (Murrieta Valley USD)
 Gayle Cloud** (Riverside USD)
 Erasmo "Memo" Mendez (Jurupa USD)
 Bill Newberry** (Corona-Norco USD)
 John I. Norman* (San Jacinto USD)
 Vincent O'Neal* (Temecula Valley USD)
 Mark Orozco (Beaumont USD)
 Tracey Vackar** (Moreno Valley USD)

Subregion 18-B (Imperial)

Ralph Fernandez* (Brawley Union HSD)
 Diahna Garcia-Ruiz (Heber ESD)

REGION 20 - County: Santa Clara

Danielle Cohen* (Campbell Union SD)
 Michael Gipe* (Saratoga Union SD)
 Albert Gonzalez (Santa Clara USD)
 Nancy A. Newton* (Fremont Union HSD)
 Leslie Reynolds** (San Jose USD)
 George Sanchez* (Franklin-McKinley SD)

REGION 22 - County: North Los Angeles

John K. Curiel* (Westside Union SD)
 R. Michael Dutton (Keppel SD)
 Rose Koscielny* (Saugus Union SD)

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

Richard A. Sonner* (South Pasadena USD)
 Matthew Stadtler (San Gabriel USD)

Subregion 23-B

Marcella Calderon** (Montebello USD)
 Heidi L. Gallegos* (Rowland USD)
 Helen Hall* (Walnut Valley USD)
 Norman Hsu** (Hacienda La Puente USD)
 Larry L. Redinger* (Walnut Valley USD)

Subregion 23-C

Hilary LaConte (Claremont USD)
 Ilean Ochoa* (Azusa USD)
 Richard Rodriguez** (Pomoma USD)

REGION 24 - County: Southwest Crescent - Los Angeles County

Jan Baird* (South Whittier SD)
 Maynard Law (ABC USD)
 Joseph Rivera* (El Rancho USD)
 Patricia Siever* (Culver City USD)
 Sophia Tse (ABC USD)
 Ana Valencia* (Norwalk-La Mirada USD)



April 22, 2011

To: Board Members

From: Dr. Holly McClurg, Assistant Superintendent, Instructional Services

Through: Jim Peabody, Superintendent

Subject: Agenda Item 8.5: 2nd Reading and Board Approval, New Community Relations, Administrative Regulation 1312.4: Uniform Complaint Procedure

New Community Relations, Administrative Regulation 1312.4: Uniform Complaint Procedure was presented to the Board of Trustees for a first reading on March 23, 2011 and is presented for Board approval this evening. There have been no changes to AR 1312.4 since the first reading.

FISCAL IMPACT: Cost – None
Program or Department – Instructional Services
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: Superintendent recommends that the Governing Board approve Administrative Regulation 1312.4.

DEL MAR UNION SCHOOL DISTRICT
COMMUNITY RELATIONS

ADMINISTRATIVE REGULATION 1312.4:
WILLIAMS UNIFORM COMPLAINT PROCEDURE

Cautionary Notice: As added and amended by SBX3 4 (Ch. 12, Third Extraordinary Session, Statutes of 2009) and ABX4 2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009), Education Code 42605 grants districts flexibility in "Tier 3" categorical programs and provides that districts are deemed in compliance with the program and funding requirements for these programs for the 2008-09 through 2012-13 fiscal years. As a result of this flexibility, the district may choose to temporarily suspend certain provisions of the following policy or administrative regulation that reflect those requirements. However, this flexibility does not affect or alter any existing contract or bargaining agreement that the district may have in place. For further information, please contact the Superintendent or designee.

Types of Complaints

The district shall use the following procedures to investigate and resolve complaints when the complainant alleges that any of the following has occurred: (Education Code 35186; 5 CCR 4681, 4682, 4683)

1. Textbooks and instructional materials

- a. A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
- b. A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each pupil.
- c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
- d. A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

2. Teacher vacancy or misassignment

- a. A semester begins and a teacher vacancy exists.
- b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner pupils in the class.
- c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of the semester for an entire semester. (Education Code 35186; 5 CCR 4600)

Beginning of the year or semester means the first day classes necessary to serve all the pupils enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after the first day pupils attend classes for that semester. (5 CCR 4600)

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

3. Facilities

- a. A condition poses an emergency or urgent threat to the health or safety of pupils or staff.

Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of pupils or staff while at school, including, but not limited to, gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff; structural damage creating a hazardous or uninhabitable condition; or any other condition deemed appropriate. (Education Code 17592.72)

- b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5.

Clean or maintained school restroom means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers. (Education Code 35292.5)

Open restroom means the school has kept all restrooms open during school hours when pupils are not in classes and has kept a sufficient number of restrooms open during school hours when pupils are in classes. This does not apply when the temporary closing of the restroom is necessary for pupil safety or to make repairs. (Education Code 35292.5)

Filing of Complaint

A complaint alleging any condition(s) specified in items #1-3 in the section entitled "Types of Complaints" above shall be filed with the principal or designee at the school in which the complaint arises. The principal or designee shall forward a complaint about problems beyond his/her authority to the Superintendent or designee in a timely manner, but not to exceed 10 working days. (Education Code 35186; 5 CCR 4680)

Investigation and Response

The principal or designee shall make all reasonable efforts to investigate any problem within his/her authority. He/she shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code 35186; 5 CCR 4685)

Complaints may be filed anonymously. If the complainant has indicated on the complaint form that he/she would like a response to the complaint, the principal or designee shall report the resolution of the complaint to him/her within 45 working days of the initial filing of the complaint. If a response is requested, the response shall be made to the mailing address of the complainant as indicated on the complaint form. At the same time, the principal or designee shall report the same information to the Superintendent or designee. (Education Code 35186; 5 CCR 4680, 4685)

If a complainant is not satisfied with the resolution of a complaint, he/she has the right to describe the complaint to the Governing Board at a regularly scheduled meeting. (Education Code 35186; 5 CCR 4686)

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of pupils or staff as described in item #3a in the section entitled "Types of Complaints" above, a complainant who is not satisfied with the resolution proffered by the principal or Superintendent or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code 35186; 5 CCR 4687)

All complaints and written responses shall be public records. (Education Code 35186; 5 CCR 4686)

Reports

The Superintendent or designee shall report summarized data on the nature and resolution of all complaints to the Board and the County Superintendent of Schools on a quarterly basis. (AR 1312.4 Exhibit 1) The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. These summaries shall be publicly reported on a quarterly basis at a regularly scheduled Board meeting. (Education Code 35186; 5 CCR 4686)

Forms and Notices

The Superintendent or designee shall ensure a Williams complaint form is available at each school. (AR 1312.4 Exhibit 2) However, complainants need not use the district's complaint form in order to file a complaint. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall ensure that the district's complaint form contains a space to indicate whether the complainant desires a response to his/her complaint and specifies the location for filing a complaint. A complainant may add as much text to explain the complaint as he/she wishes. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall ensure that a notice is posted in each classroom in each school containing the components specified in Education Code 35186. (Education Code 35186) (AR 1312.4 Exhibit 3)

Legal Reference:EDUCATION CODE

1240 County superintendent of schools, duties
 17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account
 33126 School accountability report card
 35186 Williams uniform complaint procedure
 35292.5 Restrooms, maintenance and cleanliness
 37254 Supplemental instruction based on failure to pass exit exam by end of grade 12
 48985 Notice to parents in language other than English
 60119 Hearing on sufficiency of instructional materials

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures, especially:
 4680-4687 Williams complaints

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>
 California County Superintendents Educational Services Association: <http://www.ccsesa.org>
 California Department of Education, Williams case: <http://www.cde.ca.gov/eo/ce/wc/index.asp>
 State Allocation Board, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>
 (3/07 11/07) 11/10

Admin. Reg./Exhibits 1312.4 (formerly part of B.P. 1312.3)

2nd Reading and Approval by the Board of Trustees: April 27, 2011

QUARTERLY UNIFORM COMPLAINT REPORT SUMMARY**For submission to Board of Trustees and San Diego County Office of Education**

District Name: Del Mar Union School District

Quarter covered by this report (ex. Jan-Mar 2011):

Please fill in the following table. Enter 0 in any cell that does not apply.

	Number of Complaints received In quarter	Number of Complaints resolved	Number of Complaints unresolved
Instructional Materials			
Facilities			
Teacher Vacancy and Misassignment			
Totals:			

Submitted by:

Title:

AR 1312.4 Exhibit 2

**Sample Uniform Complaint Procedure Form
For Education Code Section 35186 Complaints**

Education Code Section 35186 created a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment. The complaint and response are public documents as provided by statute. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the following contact information.

Response requested: ☐ Yes ☐ No

Name: _____ Address: _____

Phone Number: Day: _____ Evening: _____

Issue of complaint (please check all that apply):

1. Textbooks and Instructional Materials

- ☐ A pupil, including an English learner, does not have standards-aligned textbooks or instructional materials or state-adopted or district-adopted textbooks or other required instructional materials to use in class.
- ☐ A pupil does not have access to textbooks or instructional materials to use at home or after school.
- ☐ Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
- ☐ A pupil was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

2. Facility Conditions

- ☐ A condition poses an urgent or emergency threat to the health or safety of students or staff, including: gas leaks, nonfunctioning heating, ventilation, fire sprinklers or air-conditioning systems, electrical power failure, major sewer line stoppage, major pest or vermin infestation, broken windows or exterior doors or gates that will not lock and that pose a security risk, abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff, structural damage creating a hazardous or uninhabitable condition, and any other emergency conditions the school district determines appropriate.

3. Teacher Vacancy or Misassignment

- ☐ Teacher vacancy - A semester begins and a teacher vacancy exists. (A teacher vacancy is a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.)
- ☐ Teacher misassignment - A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner pupils in the class.
- ☐ Teacher misassignment - A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Date of Problem: _____

Location of Problem (School Name, Address, and Room Number or Location): _____

Course or Grade Level and Teacher Name: _____

Please describe the issue of your complaint in detail. You may attach additional pages if necessary to fully describe the situation.

Please file this complaint at the following location:
(Principal or the designee of the district superintendent and address)



AR 1312.4 Exhibit 3

WILLIAMS UNIFORM COMPLAINT PROCEDURES

NOTICE TO PARENTS/GUARDIANS, PUPILS, AND TEACHERS: COMPLAINT RIGHTS

Parents/Guardians, Pupils, and Teachers:

Pursuant to Education Code 35186, you are hereby notified that:

1. There should be sufficient textbooks and instructional materials. For there to be sufficient textbooks and instructional materials, each pupil, including English learners, must have a textbook or instructional material, or both, to use in class and to take home.
2. School facilities must be clean, safe, and maintained in good repair.
3. There should be no teacher vacancies or misassignments. There should be a teacher assigned to each class and not a series of substitutes or other temporary teachers. The teacher should have the proper credential to teach the class, including the certification required to teach English learners, if present.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold.

4. A complaint form can be obtained at the school office or district office, or downloaded from the school or district web site. You may also download a copy of the California Department of Education complaint form from the following web site: <http://www.cde.ca.gov/re/cp/uc>.

April 22, 2011

To: Board Members

From: James Peabody, Superintendent

Subject: Agenda Item 8.6: Board Approval, Resolution No. 2011-12 to Adopt the CASBO Records Retention Guidelines

At the March 23, 2011 Board Meeting the Board approved a contract with SyTech Solutions to provide the Del Mar Union School District with document management services. SyTech Solutions is recommending the DMUSD adopt a resolution addressing retention guidelines.

The attached resolution for the Board's consideration is to adopt the California Association of School Business Officials (CASBO) Records Retention Guidelines. A copy of the CASBO Retention Manual is available for review in the District Office at 225 9th Street, Del Mar, CA 92014.

FISCAL IMPACT: Cost – None.
Program or Department – N/A
Is this a Restricted Program – N/A
Was this expenditure anticipated in the proposed budget? N/A
Will this Program or Department be over budget after this expenditure: N/A

RECOMMENDED: The Superintendent recommends approval of Resolution No. 2011-12 to Adopt the CASBO Records Retention Guidelines

RESOLUTION NO. 2011-12

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
DEL MAR UNION SCHOOL DISTRICT TO ADOPT
CASBO RETENTION GUIDELINES**

A RESOLUTION of the Governing Board of Del Mar Union School District to adopt CASBO retention guidelines.

WHEREAS, the Governing Board of Del Mar Union School District desires to efficiently manage district records; and

WHEREAS, the Governing Board of Del Mar Union School District acknowledges the record keeping requirements and retention periods as proscribed by Article 2, Sections 16023 through 16028 of Title 5, California Code of Regulations; and

WHEREAS, the Governing Board of Del Mar Union School District further wishes to adopt the recommended practices and retention schedules proscribed in the California Association of Business Officials (CASBO) Records Retention Manual, Fifth Edition, 2007.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of Del Mar Union School District hereby adopts the record keeping practices and policies proscribed in the CASBO Retention Manual, Fifth Edition, 2007.

BE IT FURTHER RESOLVED that the Governing Board of Del Mar Union School District adopts the requirements, procedures, and retention periods proscribed by Article 2, Sections 10623 through 16028 of Title 5, California Code of Regulations.

PASSED AND ADOPTED by the Governing Board of the Del Mar Union School District of San Diego County, California, by the following vote:

AYES: _____ MEMBERS

NOES: _____ MEMBERS

ABSENT: _____ MEMBERS

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

I, James Peabody, Secretary of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date: April 27, 2011

Secretary of the Governing Board

Regular Board Meeting of April 27, 2011

April 22, 2011

To: Board Members

From: James Peabody, Superintendent

Subject: Agenda Item 8.7: Reminder of Upcoming Events

Thursday, April 28, 2011

ACSA Awards, "Honoring Our Own", Sheraton Harbor Island, 5:15 p.m.

Friday, April 29, 2011

LAN Meeting, 10:30 a.m., SDUHSD Board Room

Monday-Friday, May 2-6, 2011

STAR Testing

Friday, May 6, 2011

10th Annual Padres' Teacher Appreciation Night, Petco Park

Thursday, May 12, 2011

Board visit to Carmel Del Mar, 8:30 a.m.

Wednesday, May 18, 2011

Del Mar/Solana Beach Optimist Club, Children's Challenge Awards Breakfast, 7:00 a.m.

Wednesday, May 25, 2011

Regular Board Meeting, Del Mar Hills Academy, 5:45 p.m.

Wednesday, June 1, 2011

Board visit to Del Mar Hills Academy, 8:30 a.m.

Monday, May 30, 2011

Holiday. Memorial Day

Thursday-Saturday, June 2, 3 & 4, 2011

Strategic Planning, Ashley Falls MUR

Friday, June 17, 2011 (*Last day of the 2010/2011 school year.*)

6th grade promotions, 8:30 a.m., All school sites

RECOMMENDED: For information only. No action required.

Regular Board Meeting of April 27, 2011

Regular Board Meeting of April 27, 2011

April 22, 2011

To: Board Members

From: Randy Wheaton, Director of Maintenance & Operations

Through: Jim Peabody, Superintendent

Subject: Agenda Item 9.1: Facilities Report for April

Maintenance & Operations continues to work on security fencing throughout the District. Security fencing at Carmel Del Mar, Ashley Falls and Torrey Hills is due to be completed by May 31, 2011.

M&O is currently advertizing for bids on the remaining chain-link security fencing for Del Mar Heights, Del Mar Hills Academy and Sage Canyon. M&O will select and present the recommended contractor to the Board for approval in May.

The tenant improvement work on the M&O facility is scheduled to be complete on May 16, 2011. M&O is scheduled to move into our new facilities at that time.

FISCAL IMPACT: Cost – \$0.00 All contracts will be brought to the Board under separate agenda items for approval
Program or Department – Business Services/ Maintenance and Operations
Is this a Restricted Program? Yes
Was this expenditure anticipated in the adopted budget? Please see individual agenda items.
Will this Program or Department be over budget after this expenditure? Please see individual agenda items

RECOMMENDED: For information only. No action required.

Regular Board Meeting April 27, 2011

April 20, 2011

To: Board Members

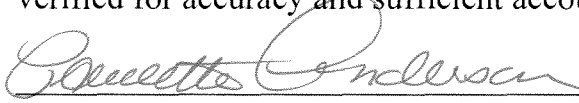
From: Cathy Birks, Assistant Superintendent Business Services

Through: James Peabody, Superintendent

Subject: Agenda Item *10.1: 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 \$1,505,707.22. It is also recommended that the Board of Trustees ratifies the commercial warrants listed in the amount of \$610,771.14 and ratifies the revolving cash disbursements listed in the amount of \$17,269.81.

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


Signed

4/20/11
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.

DEL MAR UNION
FROM 03/01/11 THRU 03/31/11
VENDOR

PO NBR	DATE	FUND	DESCRIPTION	LOC	AMOUNT	
312216	03/01/11	40	SCS ENGINEERS	001	INSPECTION FEES	\$2,350.00
312217	03/01/11	03	LESA HOUSE	009	INST MAT/SUP GEN PURPOSE	\$39.23
312218	03/01/11	03	AREY JONES EDUCATIONAL	001	NON-CAPITALIZED EQUIPMENT	\$1,743.77
312219	03/01/11	06	SCHOOL SPECIALTY	011	INST MAT/SUP GEN PURPOSE	\$62.93
312220	03/01/11	06	LAKESHORE LEARNING MATERIALS	011	INST MAT/SUP GEN PURPOSE	\$525.15
312221	03/01/11	03	CDW-G	011	OFFICE SUPPLIES	\$139.82
312222	03/01/11	63	SDCOE	001	OFFICE SUPPLIES	\$362.01
312223	03/01/11	40	LANDMARK MECHANICAL	001	OTHER CONTRACTS	\$2,720.00
312224	03/02/11	03	DIANNA HOLMES	005	\$100 TEACHER STIPEND	\$36.93
312225	03/02/11	03	SAN DIEGO MARITIME MUSEUM	005	FIELD TRIP	\$1,909.00
312226	03/02/11	03	OFFICE DEPOT, B.S.D.	004	INST MAT/SUP GEN PURPOSE	\$50.68
312227	03/03/11	03	NASCO MODESTO	004	INST MAT/SUP GEN PURPOSE	\$113.40
312228	03/03/11	03	SDCOE	011	TRAVEL AND CONFERENCES	\$25.00
312229	03/03/11	03	REUBEN H. FLEET SCIENCE CENTER	005	FIELD TRIP	\$476.00
312230	03/03/11	03	COACH USA	005	FIELD TRIP	\$1,875.72
312231	03/03/11	03	CINDA PECK	005	MUSIC SUPPLIES	\$67.94
312232	03/03/11	06	DOOR-MAN	013	REPAIRS BLDG/GRND-AF	\$1,280.00
312233	03/03/11	06	DOOR-MAN	013	REPAIRS BLDG/GRND-AF	\$597.00
312234	03/03/11	06	SYSKA HENNESSEY GROUP, INC.	013	REPAIRS BLDG/GRND-AF	\$850.00
312235	03/03/11	03	PARISSA ESMALI	008	\$100 TEACHER STIPEND	\$40.00
312236	03/03/11	03	TROXELL COMMUNICATIONS	008	INST MAT/SUP GEN PURPOSE	\$19.68
312237	03/03/11	03	LOGO WEAR COMPANY	004	POETRY T-SHIRTS	\$301.78
312238	03/03/11	03	BERTRAND'S MUSIC MART	010	INST MAT/SUP GEN PURPOSE	\$989.95
312239	03/03/11	03	WITT COMPANY SUPPLIES	010	INST MAT/SUP GEN PURPOSE	\$600.00
312240	03/03/11	03	SOUTHWEST SCHOOL SUPPLY	010	CLASSROOM DONATIONS	\$1,207.13
312241	03/03/11	03	NATIONAL COUNCIL OF TEACHERS	005	INST MAT/SUP GEN PURPOSE	\$78.00
312242	03/03/11	03	SDCOE	012	TRAVEL AND CONFERENCES	\$210.00
312243	03/03/11	03	CAFE CATERING	012	OTHER EXPENSES	\$144.63
312244	03/03/11	03	ACADEMIC SUPPLIER	006	INST MAT/SUP GEN PURPOSE	\$340.15
312245	03/03/11	03	AMAZON.COM CREDIT	006	INST MAT/SUP GEN PURPOSE	\$247.94
312246	03/03/11	03	NANCY FETZER'S	006	INST MAT/SUP GEN PURPOSE	\$552.19
312247	03/03/11	03	COACH USA	008	FIELD TRIP	\$1,554.36
312248	03/03/11	03	SEAWORLD	008	FIELD TRIP	\$695.75
312249	03/03/11	03	CUSTOM ANTENNA SYSTEM	001	OTHER EXPENSES	\$1,569.29
312250	03/03/11	03	BARNES & NOBLE, INC	004	BOOKS OTHER THAN TEXTBOOKS	\$38.27
312251	03/03/11	03	SUSAN FITZPATRICK	004	INST MAT/SUP GEN PURPOSE	\$45.75
312252	03/04/11	03	BSN SPORTS	008	INST MAT/SUP GEN PURPOSE	\$88.00
312253	03/04/11	03	INSECT LORE PRODUCTS	008	INST MAT/SUP GEN PURPOSE	\$628.74
312254	03/04/11	63	TRACY GRACIANO	060	MILEAGE REIMBURSEMENT	\$100.00
312255	03/04/11	06	TEACHERS' DISCOUNT	011	INST MAT/SUP GEN PURPOSE	\$238.73
312256	03/04/11	03	OFFICE DEPOT, B.S.D.	006	INST MAT/SUP GEN PURPOSE	\$177.86
312257	03/04/11	03	SOUTHWEST SCHOOL SUPPLY	006	INST MAT/SUP GEN PURPOSE	\$329.08
312258	03/04/11	03	ACADEMIC SUPPLIER	009	INST MAT/SUP GEN PURPOSE	\$983.38
312259	03/04/11	03	LINDA DUGGER	005	INST MAT/SUP GEN PURPOSE	\$902.88
312260	03/04/11	03	CLINICAL AND	001	OTHER CONTRACTS	\$375.00
312261	03/07/11	03	POSITIVE PROMOTIONS	007	INST MAT/SUP GEN PURPOSE	\$83.07
312262	03/07/11	03	TRACY (TERESA) POLIVKA	003	INST MAT/SUP GEN PURPOSE	\$15.23
312263	03/07/11	03	BOUND TO STAY BOUND BOOKS INC	003	BOOKS OTHER THAN TEXTBOOKS	\$862.78
312264	03/07/11	03	SUPERBOOKS COMPANY	003	INST MAT/SUP GEN PURPOSE	\$120.75
312265	03/07/11	03	WENDY WARDLOW	003	INST MAT/SUP GEN PURPOSE	\$33.30
312266	03/07/11	03	AMAZON.COM CREDIT	003	INST MAT/SUP GEN PURPOSE	\$400.00
312267	03/07/11	03	RAND MCNALLY & COMPANY	003	INST MAT/SUP GEN PURPOSE	\$475.71

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312268	03/07/11	03	GAIL MORAN	003	INST MAT/SUP GEN PURPOSE	\$60.16
312269	03/07/11	03	GAIL MORAN	003	TRAVEL AND CONFERENCES	\$282.11
312270	03/07/11	03	SUSAN FITZPATRICK	004	INST MAT/SUP GEN PURPOSE	\$155.74
312271	03/07/11	06	CURRICULUM ASSOCIATES, INC.	004	INST MAT/SUP GEN PURPOSE	\$1,910.00
312272	03/07/11	13	SAN DIEGO REFRIGERATION	045	EQUIP REPAIR	\$784.38
312273	03/07/11	03	COACH USA	006	FIELD TRIP	\$815.78
312274	03/08/11	03	SCHOOLMATE	009	INST MAT/SUP GEN PURPOSE	\$483.00
312275	03/08/11	03	BSN SPORTS	005	INST MAT/SUP GEN PURPOSE	\$615.82
312276	03/08/11	03	GOPHER SPORT	005	INST MAT/SUP GEN PURPOSE	\$292.54
312277	03/08/11	03	SPORTIME	005	ESC/PE MATERIALS AND SUPPLI	\$159.54
312278	03/08/11	03	ZOOLOGICAL SOCIETY-SAN DIEGO	006	FIELD TRIP	\$300.00
312279	03/08/11	03	XEROX OMNIFAX	001	OFFICE SUPPLIES	\$244.69
312280	03/08/11	06	AREY JONES EDUCATIONAL	011	NON-CAPITALIZED EQUIPMENT	\$1,234.85
312281	03/08/11	06	DEL MAR BLUE PRINT	013	REPAIRS BLDGS/GRNDS	\$184.60
312282	03/08/11	06	AMAZON.COM CREDIT	013	OFFICE SUPPLIES	\$104.99
312283	03/08/11	03	ACADEMIC SUPPLIER	004	INST MAT/SUP GEN PURPOSE	\$141.98
312284	03/08/11	03	BARNES & NOBLE, INC	004	BOOKS OTHER THAN TEXTBOOKS	\$343.02
312285	03/08/11	06	SOUTHERN CAL. SOIL & TESTING	013	REPAIRS BLDGS/GRNDS	\$9,757.00
312286	03/08/11	03	THOMPSON-WEST CORPORATE	001	PERIODICALS/ADMINISTRATIVE	\$239.25
312287	03/09/11	03	OFFICE DEPOT, B.S.D.	001	OFFICE SUPPLIES	\$89.83
312288	03/11/11	03	ALEKS CORPORATION	005	INST MAT/SUP GEN PURPOSE	\$400.00
312289	03/11/11	06	SDCOE	022	TRAVEL AND CONFERENCES	\$380.00
312290	03/11/11	03	CROSS COUNTRY EDUCATION	006	TRAVEL AND CONFERENCES	\$169.00
312291	03/14/11	03	DR. HOWARD TARAS	001	OTHER CONTRACTS	\$5,000.00
312292	03/15/11	03	ABERDEEN LLC	001	NON CAPITALIZED COMP EQUIP	\$1,171.00
312293	03/15/11	03	THE CHIP MERCHANT	001	COMPUTER SUPPLIES	\$732.42
312294	03/15/11	03	AREY JONES EDUCATIONAL	001	COMPUTER SUPPLIES	\$1,638.08
312295	03/15/11	03	AREY JONES EDUCATIONAL	001	EQUIPMENT	\$9,840.81
312296	03/15/11	03	EARTHQUAKE MANAGEMENT	003	DISASTER PREP SUPPLIES	\$765.47
312297	03/16/11	06	PEARSON ASSESSMENTS	011	INST MAT/SUP GEN PURPOSE	\$263.18
312298	03/16/11	03	SCHOOL HEALTH SUPPLY CO.	011	HEALTH SUPPLIES	\$126.09
312299	03/16/11	03	KATHLEEN MINARIK	003	TRAVEL AND CONFERENCES	\$417.40
312300	03/16/11	03	EMERGENCY ESSENTIALS	003	DISASTER PREP SUPPLIES	\$601.71
312301	03/16/11	03	SHATTO & SONS	003	RUNNING CLUB	\$480.68
312302	03/16/11	06	CHAMPLIN & SCIACCA. LLP	001	LEGAL FEES	\$7,500.00
312303	03/16/11	03	MINIMUS	003	DISASTER PREP SUPPLIES	\$93.96
312304	03/16/11	03	MOORE MEDICAL CORPORATION	003	DISASTER PREP SUPPLIES	\$222.60
312305	03/16/11	03	OFFICE DEPOT, B.S.D.	008	INST MAT/SUP GEN PURPOSE	\$155.19
312306	03/16/11	03	SHANNON O'CONNELL	008	\$100 TEACHER STIPEND	\$40.00
312307	03/16/11	03	SHANNON O'CONNELL	008	INST MAT/SUP GEN PURPOSE	\$118.43
312308	03/16/11	03	ASCD	012	MISC. SUPPLIES	\$79.00
312309	03/16/11	03	GREAT SOURCE ED GROUP	012	TEXTBOOKS	\$111.86
312310	03/16/11	03	ACADEMIC SUPPLIER	010	INST MAT/SUP GEN PURPOSE	\$474.47
312311	03/16/11	06	BEST PRICED PRODUCTS, INC	011	INST MAT/SUP GEN PURPOSE	\$24.46
312312	03/16/11	06	IMAGETEXTILE. COM	011	INST MAT/SUP GEN PURPOSE	\$54.55
312313	03/16/11	06	OFFICE DEPOT, B.S.D.	011	INST MAT/SUP GEN PURPOSE	\$77.88
312314	03/16/11	06	REHABMART, LLC	011	INST MAT/SUP GEN PURPOSE	\$116.27
312315	03/16/11	06	SRA/MCGRAW HILL	003	INST MAT/SUP GEN PURPOSE	\$1,940.31
312316	03/16/11	03	AMAZON.COM CREDIT	013	STRATEGIC PLANNING	\$588.00
312317	03/16/11	03	FITNESS FINDERS, INC	004	INST MAT/SUP GEN PURPOSE	\$71.20
312318	03/16/11	03	THE GROVE CONSULTANTS INT'L	013	STRATEGIC PLANNING	\$60.94
312319	03/16/11	03	NASCO MODESTO	009	ART SUPPLIES	\$994.19

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312320	03/16/11	03	OFFICE DEPOT, B.S.D.	008	SUPPLY PACKETS	\$1,000.00
312321	03/16/11	03	SCOTT WILKEN	007	\$100 TEACHER STIPEND	\$40.00
312322	03/16/11	03	BARNES & NOBLE, INC	004	PTA MINI GRANTS	\$1,258.65
312323	03/16/11	40	SAN DIEGO COUNTY TREASURER	001	SITES AND IMPROVEMENT OF SI	\$416.73
312324	03/16/11	40	RANCHO SANTA FE SECURITY SYS	001	OTHER CONTRACTS	\$268.96
312325	03/16/11	03	YMCA OVERNIGHT CAMPS	001	OUTDOOR EDUCATION	\$11,500.00
312326	03/16/11	40	JAMES PEABODY	001	ESCROW COSTS	\$10.00
312327	03/18/11	06	ATKINSON, ANDELSON, LOYA, RUUD	001	LEGAL FEES	\$5,262.96
312328	03/18/11	03	BEST BEST & KRIEGER ATTORNEYS	001	LEGAL FEES	\$254.41
312329	03/21/11	03	CASBO	001	DUES AND MEMBERSHIPS	\$595.00
312330	03/21/11	03	STUTZ, ARTIANO, SHINOFF &	001	LEGAL FEES	\$408.00
312331	03/21/11	03	WESTERN PSYCHOLOGICAL SERVICES	011	TESTING SUPPLIES	\$1,543.75
312332	03/21/11	03	NASCO MODESTO	006	ART SUPPLIES	\$610.88
312333	03/21/11	03	THE STOPPER GROUP	006	INST MAT/SUP GEN PURPOSE	\$287.10
312334	03/21/11	03	THE STOPPER GROUP	006	EQUIP REPAIR	\$475.40
312335	03/21/11	03	BECKY ZEBOLD	006	INSTR SUPPLIES-SCIENCE	\$315.22
312336	03/21/11	03	FANON COURIER	005	EQUIP REPAIR	\$36.00
312337	03/21/11	03	UNITED PARCEL SERVICE	005	EQUIP REPAIR	\$6.17
312338	03/21/11	03	CASSIE BRUNKER	005	\$100 TEACHER STIPEND	\$40.00
312339	03/21/11	63	DISCOUNT SCHOOL SUPPLY	060	INST SUPPLIES CHILD DEV	\$1,500.00
312340	03/21/11	03	OFFICE DEPOT, B.S.D.	008	INST MAT/SUP GEN PURPOSE	\$1,000.00
312341	03/21/11	03	SDCOE	013	HEALTH SUPPLIES	\$27.17
312342	03/21/11	06	GOULD ELECTRIC, INC.	013	REPAIRS BLDG/GRND-CDM	\$1,687.63
312343	03/21/11	03	SAX ARTS & CRAFTS	006	ART SUPPLIES	\$123.70
312344	03/21/11	03	COACH USA	006	FIELD TRIP	\$815.78
312345	03/21/11	03	THE NEW CHILDREN'S MUSEUM.	006	FIELD TRIP	\$360.00
312346	03/21/11	06	CPL CABLE, PIPE, LEAK DETECT	001	REPAIRS BLDGS/GRNDS	\$4,510.00
312347	03/21/11	03	XEROX CORPORATION	013	OFFICE SUPPLIES	\$408.90
312348	03/21/11	06	RANDY WHEATON	013	MILEAGE REIMBURSEMENT	\$1,000.00
312349	03/21/11	40	A O REED & CO.	001	OTHER CONTRACTS	\$1,750.44
312350	03/21/11	06	CHRISTINE SPRINGER	011	MILEAGE REIMBURSEMENT	\$122.40
312351	03/21/11	06	GRAYBAR ELECTRIC CO., INC.	013	MAINT SUPPLIES	\$1,087.50
312352	03/21/11	06	LOW VOLTAGE INTEGRATED SYSTEM	013	REPAIRS BLDGS/GRNDS	\$3,262.50
312353	03/21/11	03	DATTEL SYSTEMS, INC.	008	INST MAT/SUP GEN PURPOSE	\$99.34
312354	03/21/11	03	CANNON SPORTS, INC	008	INST MAT/SUP GEN PURPOSE	\$191.29
312355	03/21/11	03	PENWORTHY	006	BOOKS OTHER THAN TEXTBOOKS	\$312.50
312356	03/21/11	06	AZTEC APPLIANCE	013	NON-CAPITALIZED EQUIPMENT	\$1,171.24
312357	03/21/11	63	SAN DIEGO COUNTY FAMILY CHILD	060	TRAVEL AND CONFERENCES	\$140.00
312358	03/22/11	03	JANESE SWANSON	006	TRAVEL AND CONFERENCES	\$864.15
312359	03/22/11	03	JULIA HINTON	007	\$100 TEACHER STIPEND	\$40.00
312360	03/22/11	03	LISA WILKEN	007	\$100 TEACHER STIPEND	\$39.95
312361	03/22/11	03	UMA (LAKSHMY) KRISHNAN	007	\$100 TEACHER STIPEND	\$39.99
312362	03/22/11	03	TRACY GARBER	007	\$100 TEACHER STIPEND	\$40.00
312363	03/22/11	03	SUSAN HOPPER	007	\$100 TEACHER STIPEND	\$40.00
312364	03/22/11	03	SOUTHWEST SCHOOL SUPPLY	007	INST MAT/SUP GEN PURPOSE	\$122.57
312365	03/22/11	03	WENDY WARDLOW	003	TRAVEL AND CONFERENCES	\$247.57
312366	03/22/11	03	AMANDA BARMAN	003	INST MAT/SUP GEN PURPOSE	\$39.95
312367	03/22/11	03	SUSAN LAMPE	003	INST MAT/SUP GEN PURPOSE	\$38.61
312368	03/22/11	06	ZASUETA CONTRACTING, INC.	013	REPAIRS BLDG/GRND-TH	\$861.00
312369	03/22/11	03	MACMILLAN/MCGRAW HILL	012	TEXTBOOKS	\$230.40
312370	03/22/11	03	HOUGHTON MIFFLIN COMPANY	012	TEXTBOOKS	\$18.53
312371	03/22/11	06	CHARLES FORTE ARCHITECT	001	REPAIRS BLDGS/GRNDS	\$1,595.00

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312372	03/22/11	06	ACADEMIC THERAPY PUBLICATIONS	011	\$126.15
312373	03/22/11	06	ACHIEVEMENT PRODUCTS	011	\$91.24
312374	03/22/11	06	AMAZON.COM CREDIT	011	\$70.69
312375	03/23/11	25-19	SAN DIEGUITO UNION HIGH SCHOOL	001	\$309.00
312376	03/23/11	03	VICTORIA WEHRLEY	006	\$57.88
312377	03/23/11	40	CITY OF SAN DIEGO	001	\$600.00
312378	03/24/11	03	JENNIFER MC CLELLAN	008	\$40.00
312379	03/24/11	03	LAKESHORE LEARNING MATERIALS	008	\$490.05
312380	03/24/11	03	KATHARIN ROTH	005	\$224.17
312381	03/24/11	06	INK AND TONER 4 LESS	011	\$69.00
312382	03/24/11	03	SCHOLASTIC CLASSROOM MAGAZINES	007	\$22.00
312383	03/24/11	03	DELTA EDUCATION, INC.	005	\$172.91
312384	03/24/11	03	OFFICE DEPOT, B.S.D.	001	\$200.00
312385	03/24/11	06	FUN & FUNCTION	007	\$80.84
312386	03/24/11	06	THERAPRO	007	\$25.42
312387	03/24/11	03	PATRICE JAMES	007	\$153.42
312388	03/24/11	03	DAVID JONES	005	\$137.95
312389	03/24/11	03	SOUTHWEST SCHOOL SUPPLY	005	\$1,207.13
312390	03/24/11	03	SCHOOL SPECIALTY	005	\$117.89
312391	03/24/11	03	OFFICE DEPOT, B.S.D.	005	\$192.57
312392	03/24/11	03	TERRI ALPER	006	\$54.98
312393	03/24/11	06	BURKE ENGINEERING CO.	013	\$1,200.00
312394	03/24/11	03	JENNIFER HOWARD	012	\$599.42
312395	03/25/11	03	BEST BEST & KRIEGER ATTORNEYS	001	\$254.40
312396	03/25/11	06	ATKINSON, ANDELSON, LOYA, RUUD	001	\$10,743.44
312397	03/25/11	03	DANNIS WOLIVER KELLY	001	\$1,511.16
312398	03/25/11	03	STUTZ, ARTIANO, SHINOFF &	001	\$661.10
312399	03/25/11	03	AMAZON.COM CREDIT	004	\$45.68
312400	03/25/11	06	PACIFICA DEL MAR	011	\$383.67
312401	03/25/11	06	GOULD ELECTRIC, INC.	013	\$4,480.00
312402	03/25/11	40	CHARLES FORTE ARCHITECT	013	\$2,245.00
312403	03/25/11	03	C&M TRANSFER OF SAN DIEGO INC.	013	\$4,885.00
312404	03/28/11	06	EMILY COOPER	001	\$1,500.00
312405	03/28/11	03	MELINDA SUE WELSH	001	\$4,500.00
312406	03/28/11	03	NANCY FETZER'S	001	\$13,500.00
312407	03/28/11	03	HEALTHY CHATS, LLC	001	\$1,000.00
312408	03/28/11	06	AUTISM SPECTRUM CONSULTANTS	001	\$5,800.00
312409	03/28/11	06	SYLVIA MENDE	001	\$32,500.00
312410	03/28/11	03/06	INTERPRETERS UNLIMITED	001	\$3,300.00
312411	03/28/11	03	OFFICE DEPOT, B.S.D.	006	\$244.45
312412	03/28/11	03	COSTCO BUSINESS DELIVERY	010	\$682.25
312413	03/30/11	06	SYSTEM ELECTRIC COMPANY	013	\$14,950.00
312414	03/30/11	03	MOORE MEDICAL CORPORATION	011	\$28.17
312415	03/30/11	03	SHELLEY PETERSEN	006	\$93.07
312416	03/30/11	03	ALICIA SAUNDERS	009	\$42.38
312417	03/30/11	03	LESA HOUSE	009	\$21.76
312418	03/30/11	03	ACADEMIC SUPPLIER	004	\$402.14
312419	03/30/11	06	ERIK BIENKE	004	\$123.04
312420	03/30/11	03	BERTRAND'S MUSIC MART	004	\$120.01
312421	03/30/11	03	COACH USA	010	\$889.26
312422	03/30/11	06	UNITED PARCEL SERVICE	011	\$21.16
312423	03/30/11	06	LAKESHORE LEARNING MATERIALS	011	\$270.79

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312424	03/30/11	03	AT A GLANCE	004	INST MAT/SUP GEN PURPOSE	\$36.75
312425	03/30/11	03	O'BRIEN'S BOULANGERIE	012	OTHER EXPENSES	\$53.75
312426	03/30/11	03	NANCY FETZER'S	006	INST MAT/SUP GEN PURPOSE	\$274.31
312427	03/30/11	63	DUSTIN WEBSTER	060	MILEAGE REIMBURSEMENT	\$100.00
312428	03/30/11	63	SAN DIEGO PADRES	060	FIELD TRIP	\$1,430.00
312429	03/30/11	63	SDAIEYC	060	TRAVEL AND CONFERENCES	\$45.00
312430	03/30/11	03	EILEEN RANDALL	009	INST MAT/SUP GEN PURPOSE	\$203.09
312431	03/30/11	03	SAN DIEGO COUNTY SCHOOL BOARDS	013	MISC. SUPPLIES	\$260.00
312432	03/30/11	06	LIGHTSPEED TECHNOLOGIES	009	NON-CAPITALIZED EQUIPMENT	\$2,097.13
312433	03/30/11	03	SOUTHWEST SCHOOL SUPPLY	006	INST MAT/SUP GEN PURPOSE	\$325.00
312434	03/30/11	03	CATHY BIRKS	001	MILEAGE REIMBURSEMENT	\$650.00
312435	03/30/11	03	OFFICE DEPOT, B.S.D.	004	INST MAT/SUP GEN PURPOSE	\$109.32
312436	03/30/11	03	SHAUNA FRIEDEMANN	008	\$100 TEACHER STIPEND	\$40.00
312437	03/30/11	03	COACH USA	005	FIELD TRIP	\$815.78
312438	03/30/11	03	HERITAGE TOURS	005	FIELD TRIP	\$618.00
312439	03/30/11	06	AMAZON.COM CREDIT	011	INST MAT/SUP GEN PURPOSE	\$43.49
312440	03/30/11	03	AMAZON.COM CREDIT	008	INST MAT/SUP GEN PURPOSE	\$116.52
312441	03/30/11	03	LIBERTY PAPER	006	INST MAT/SUP GEN PURPOSE	\$1,281.08
312442	03/30/11	06	KERRY BOESCH	011	INST MAT/SUP GEN PURPOSE	\$106.35
312443	03/30/11	06	ACHIEVEMENT PRODUCTS	011	INST MAT/SUP GEN PURPOSE	\$375.89
312444	03/30/11	06	LAKESHORE LEARNING MATERIALS	011	INST MAT/SUP GEN PURPOSE	\$129.41
312445	03/30/11	06	SCHOOL SPECIALTY	011	INST MAT/SUP GEN PURPOSE	\$215.71
312446	03/30/11	03	MARINA RUSSO	010	INST MAT/SUP GEN PURPOSE	\$575.51
312447	03/30/11	03	WOODWIND AND BRASSWIND	010	INST MAT/SUP GEN PURPOSE	\$522.00
312448	03/30/11	06	REGENCY LIGHTING	013	MAINT SUPPLIES	\$2,718.75
312449	03/30/11	06	BELLWORK EDUCATIONAL MATERIALS	003	INST MAT/SUP GEN PURPOSE	\$3,057.55
312450	03/30/11	06	CURRICULUM ASSOCIATES, INC.	003	INST MAT/SUP GEN PURPOSE	\$1,234.41
312451	03/30/11	03	NICKI WALDAL	003	INST MAT/SUP GEN PURPOSE	\$53.27
312452	03/30/11	03	AMAZON.COM CREDIT	003	INST MAT/SUP GEN PURPOSE	\$41.72
312453	03/30/11	03	CALIFORNIA MATHEMATICS LEAGUE	003	INST MAT/SUP GEN PURPOSE	\$30.00
312454	03/30/11	03	GOPHER SPORT	003	INST MAT/SUP GEN PURPOSE	\$205.21
312455	03/30/11	03	SCHOOLMATE	003	INST MAT/SUP GEN PURPOSE	\$828.10
312456	03/30/11	03	U GROW ORGANICS	003	GARDENING SUPPLIES	\$280.00
312457	03/30/11	03	CONTINENTAL MATHEMATICS LEAGUE	003	INST MAT/SUP GEN PURPOSE	\$225.00
312458	03/30/11	06	EDUCATORS PUBLISHING SERVICE	003	INST MAT/SUP GEN PURPOSE	\$1,298.53
312459	03/30/11	03	SOUTHWEST SCHOOL SUPPLY	004	INST MAT/SUP GEN PURPOSE	\$216.96
312460	03/30/11	03	NATIONWIDE TRUST COMPANY FSB	001	OTHER BENEFITS, CERTIFICATED	\$1,800.00
312461	03/31/11	03	JENNY LUCE	010	INST MAT/SUP GEN PURPOSE	\$152.51
312462	03/31/11	03	SDCOE	013	PRINTING EXPENSE	\$2,022.75
312463	03/31/11	40	BARNHART BALFOUR BEATTY	001	BUILDING & IMPROVMNT OF BUI	\$1,238,978.00
REPORT TOTAL						\$1,505,707.22

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DEL MAR UNION SCHOOL DISTRICT
COMMERCIAL WARRANT LISTING
March 1 - 31, 2011

FUND	DATE	WARRANT #	AMOUNT
FUND 03 & 06			
	3/7/2011	882424-882441	\$ 43,189.60
	3/9/2011	884876-884916	\$ 99,848.65
	3/11/2011	886281-886291	\$ 22,730.47
	3/16/2011	887887-887927	\$ 84,734.74
	3/18/2011	889473-889499	\$ 63,384.50
	3/22/2011	890345-890368	\$ 3,923.70
	3/23/2011	890848-890903	\$ 78,376.37
	3/25/2011	892574-892580	\$ 24,541.31
	3/30/2011	894341-894381	\$ 38,543.40
			\$ 459,272.74
FUND 13	3/9/2011	884917-884919	\$ 51,675.15
Cafeteria	3/16/2011	887928	\$ 3,175.63
	3/18/2011	889500-889503	\$ 36,575.90
FUND 14			
Deferred Maintenance			
FUND 25-19	3/25/2011	892581	\$ 309.00
Developer Fees			
FUND 40	3/7/2011	882442	\$ 2,900.00
Special Reserve-Capital	3/9/2011	884920-884922	\$ 4,533.00
	3/18/2011	889504-889508	\$ 42,069.80
	3/23/2011	890904	\$ 1,750.44
	3/30/2011	894382	\$ 550.00
FUND 63	3/9/2011	884923-884927	\$ 1,563.25
Other Enterprise - Child Development	3/11/2011	886292	\$ 1,241.68
	3/16/2011	887929-887932	\$ 459.71
	3/18/2011	889509	\$ 340.00
	3/22/2011	890369-890371	\$ 163.90
	3/23/2011	890905-890908	\$ 2,038.33
	3/25/2011	892582	\$ 1,148.31
	3/30/2011	894383	\$ 1,004.30
FUND 73-20			
Foundation Trust			
OTHER FUND TOTAL			\$ 151,498.40
GRAND TOTAL			\$ 610,771.14

DEL MAR UNION SCHOOL DISTRICT

March 1 - April 19, 2011

Date	Check No	Payee	Purpose	Amount	Account #
3/4/11	1293	Sherry Forte	misc. supplies	69.45	03-00 0000-500 0000 7100 4300-089 040
3/4/11	1294	Darlene Nadlonek	advertising expene	25.00	03-00 0000-503 0000 7200 5800-037 040
3/4/11	1295	Krisitne Gonsalves	mileage	103.02	06-00 8150-640 0000 8110 5200-025 045
3/4/11	1296	Charley Jacob	advertising expene	25.00	63-00 0000-000 0000 6000 5800-037 066
3/4/11	1296	Charley Jacob	child care supplies	10.95	63-00 0000-000 0000 6000 4300-067 066
3/4/11	1297	Lorraine Leftwick	child care supplies	10.00	63-00 0000-000 0000 6000 4300-066 066
3/4/11	1298	Jonathon Guertin	computer supplies	45.63	03-00 0000-000 0000 2420 4300-088 030
3/4/11	1299	Michael Casey	other expense	72.99	03-00 0000-000 0000 2420 5800-080 030
3/4/11	1300	Julie Geisbauer	advertising expene	25.00	63-00 0000-000 0000 6000 5800-037 066
3/4/11	1301	Cathy He	lunch refund	21.25	13-00 5310-000 0000 0000 8634-000 000
3/4/11	1302	Charles Thorpe	child care tuition refund	35.00	63-00 0000-000 0000 0000 8699-066 000
	1303	VOID			
3/7/11	1304	City Treasurer	plan check fees	3,465.54	40-00 0000-000 0000 8500 6200-000 045
3/16/11	1305	O'Briens	misc. supplies	90.00	03-00 0000-503 0000 7200 4300-089 040
3/23/11	1306	Vons	misc. supplies	26.95	03-00 0000-501 0000 7100 4300-089 040
3/23/11	1307	Tamara Hanlon	child care supplies	43.47	63-00 0000-000 0000 6000 4300-067 066
3/23/11	1307	Tamara Hanlon	child care supplies	30.37	63-00 0000-000 0000 6000 4300-066 066
3/23/11	1308	Paul Hackett	child care supplies	29.33	63-00 0000-000 0000 6000 4300-066 066
	1309	VOID			
3/23/11	1310	Michael Casey	other expense	22.99	03-00 0000-000 0000 2420 5800-080 030
3/23/11	1311	Roseann Reyes	child care supplies	11.79	63-00 0000-000 0000 6000 4300-066 066
3/23/11	1312	Noreen Nepomuceno	library book reimbursement	20.00	03-00 0000-006 1110 1000 4200-000 006
3/23/11	1313	Robbie Elliott	mileage	20.60	03-00 0000-463 0000 2700 5200-000 003
3/23/11	1314	Jennifer Howard	mileage	177.23	03-00 0000-502 0000 7200 5200-025 040
3/23/11	1315	Saeed Salimian	child care tuition refund	99.90	63-00 0000-000 0000 0000 8699-066 000
3/23/11	1316	Jeff Losito	child care tuition refund	26.25	63-00 0000-000 0000 0000 8699-066 000
3/23/11	1317	Ken Sherman	child care tuition refund	17.50	63-00 0000-000 0000 0000 8699-066 000
3/23/11	1318	Per Cederstav	child care tuition refund	102.60	63-00 0000-000 0000 0000 8699-066 000
3/23/11	1319	Cindy Ping	lunch refund	34.00	13-00 5310-000 0000 0000 8634-000 000
3/23/11	1320	City Treasurer	water bill	258.11	40-00 0000-000 0000 8200 5500-010 040
3/23/11	1321	Barrett Blake	mileage	164.35	03-00 0000-000 0000 2420 5200-025 030
3/23/11	1321	Barrett Blake	computer supplies	18.27	03-00 0000-000 0000 2420 4300-088 030
3/23/11	1322	Paulette Anderson	mileage	55.28	03-00 0000-504 0000 7200 5200-025 045
3/23/11	1323	Sherry Forte	misc. supplies	68.07	03-00 0000-501 0000 7100 4300-089 040
4/1/11	1324	Pacific Del Mar	other contracts	64.41	06-00 3313-000 5770 1110 5800-095 035
4/1/11	1325	Jonathon Guertin	travel/conference	153.49	03-00 0000-000 0000 2420 5200-000 030
4/1/11	1326	Page Olson	non-capitalized equipment	500.00	06-00 8150-640 0000 8110 4400-000 045
4/1/11	1327	Sydney Williams	child care supplies	22.22	63-00 0000-000 0000 6000 4300-067 066
4/1/11	1328	Michael Casey	other expense	50.00	03-00 0000-000 0000 2420 5800-080 030
4/6/11	1329	Oggi's Pizza	other expense	95.00	06-00 3319-000 5730 1110 5800-080 035
4/7/11	1330	City Treasurer	plan check fees	2,072.14	40-00 0000-000 0000 8500 6200-000 045
4/11/11	1331	San Diego County Treasurer Tax Collector	El Camino Real, balance due on supplemental tax	5.70	
4/12/11	1332	Einstein Bagels	misc	62.43	06-00 8150-640 0000 8110 4300-089 045
4/12/11	1333	Krisitne Gonsalves	travel/conference	94.55	06-00 8150-640 0000 8110 5200-000 045
4/12/11	1333	Krisitne Gonsalves	misc. supplies	19.47	06-00 8150-640 0000 8110 4300-089 045
4/12/11	1334	Susy Kao	mileage	81.41	13-00 5310-000 0000 3700 5200-025 045
4/12/11	1335	Cathy Birks	mileage	88.64	03-00 0000-504 0000 7200 5200-025 045

Date	Check No	Payee	Purpose	Amount	Account #
4/12/11	1336	Mark Bednarz	child care tuition refund	61.20	63-00 0000-000 0000 0000 8699-066 000
4/12/11	1175	VOID	overage check	(64.61)	03-00 0000-504 0000 7200 5800-080 045
4/12/11	1337	Cathy Brizes	child care supplies	64.61	03-00 0000-504 0000 7200 5800-080 045
4/12/11	1338	Tam Nguyen	mileage	59.35	03-00 0000-530 0000 8200 5200-025 045
4/12/11	1339	City Treasurer	construction permit	8,613.91	40-00 0000-000 0000 8500 6200-000 045

TOTAL \$17,269.81

Paulette Anderson
Custodian, Revolving Cash



Date

4/20/11

April 20, 2011

To: Board Members

From: Cathy Birks, Assistant Superintendent Business Services

Through: James Peabody, Superintendent

Subject: Agenda Item *10.2: Board Approval and Acceptance of Donations to the Del Mar Union School District

Items	School Site	Donor
\$100.00 Library Donation	Ashley Falls	Okamoto family
\$48.00 for School Climate	Del Mar Heights	La family
\$1,258.76 Mini Grant	Del Mar Hills	PTA
\$1,350.00 Mini Grants	Carmel Del Mar	PTA
\$528.00 6 th Grade Camp Scholarships	Sage Canyon	PTA
\$2,000.00 for library, classroom and child care	Sage Canyon	John Paul Cavanaugh

FISCAL IMPACT: **Cost** – \$5,284.76
Program or Department – Other Local Revenue.
Is this a Restricted Program – No
Was this expenditure anticipated in the adopted budget? No
Will this Program or Department be over budget after this expenditure: No

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

April 2, 2011

To: Board Members

From: Michael Casey, Director of Technology

Through: James Peabody, Superintendent

Subject: Agenda Item *10.3: Board Approval, Attendance at ISTE 2011 Conference

Michael Casey, Director of Technology, has submitted a request to attend the International Society for Technology in Education Annual Conference being held on June 26-29, 2011 at the Philadelphia Convention Center in Philadelphia, Pennsylvania.

This is a conference that will have direct relevance for today's K-12 technology leaders and will help chart a direction for the future. Featured themes include: Advocacy; Equality and Ethical Issues; Funding; Student Assessment and Data Analysis; Professional Development; and 21st Century Skills.

FISCAL IMPACT: Cost – \$2880
Program or Department – Technology
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 this expenditure.

April 20, 2011

To: Board Members

From: Cara Schukoske, Director of Pupil Services

Through: James Peabody, Superintendent

Subject: Agenda Item *10.4: Board Approval of Contracts and Contract Amendments for Special Education Services for the 2010-2011 School Year

During the operation of the school year it becomes necessary to contract with various schools, agencies and contractors to provide services for District students as required. The list below represents Contracts and Addendums to existing agreements that are needed at this time to continue providing these required services. District staff has reviewed these agreements and addendums and recommends Board approval and ratification.

<u>Emily Cooper, M.A. CCC-Speech Language Pathologist</u> Approve Consultant Agreement to assist Special Education Department with dependent AT evaluations	\$1,500.00
<u>Encinitas Union School District</u> Ratify Memorandum of Understanding (MOU) for Instructional Aide for Del Mar Union School District student	\$18,454.80
<u>Autism Spectrum Consultants Inc.</u> Ratify increase to Non Public Agency, NPA, Master Contract	<u>\$5,700.00</u>
TOTAL	\$25,654.00

Fiscal Impact: **Cost – \$25,654.00**
Program or Department - Restricted General Fund,
Special Education
Is this a Restricted Program – Yes
Was this expenditure anticipated in the adopted budget? Yes
Will this Program or Department be over budget after this expenditure: No

Recommends: The Superintendent recommends approval of contracts and contract amendments for Special Education Services for the 2010-2011 school year.

April 20, 2011

To: Board Members

From: Cathy Birks, Assistant Superintendent Business Services

Through: James Peabody, Superintendent

Subject: Agenda Item *10.5: Board Action to Declare District Personal Property as Obsolete and Surplus and to Dispose of or Donate per Education Code 17546(a)(b)(c)

The District periodically has inventory items that become obsolete and are recommended for disposal, donation or sale. At this time, the items listed on the attached schedule are no longer needed by the District or no longer usable due to age and disrepair. The items determined to have no value by District staff will be disposed of in compliance with California Education Code. Other items will be sold using approved agreements with surplus companies. Obsolete computer and AV equipment are always disposed of using approved e-waste guidelines.

Fiscal Impact: **Cost** – Unknown at this time. Expected to generate revenue for recycling.
Program or Department - 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

Recommends: The Superintendent recommends that the Board declare district personal property as obsolete and surplus to be disposed of or donated per Education Code 17546(a)(b)(c).

DEL MAR UNION SCHOOL DISTRICT

SURPLUS PROPERTY

Wednesday, April 27, 2011

Location	Description	Model	Asset Control	Reason for excessint
Child Care, Carmel Del Mar	Television	Memorex, E68219	none	obsolete audio/video terminals
Child Care, Carmel Del Mar	Television	Samsung, 3CAH104234	002682	obsolete audio/video terminals
Child Care, Carmel Del Mar	VHS	Hitachi, 90500909	004884	obsolete audio/video terminals
Child Care, Carmel Del Mar	VHS	Quasar, D0IA91536	004377	obsolete audio/video terminals
Child Care, Ashley Falls	laminator	model # BA-E227	002010	broken/burning smell
Child Care, Ocean Air	refrigerator	GE profite, black	008133	broken/obsolete
Child Care, Del Mar Heights	Television	Sony, Trinitron	004925	obsolete/audio broken
Maintenance	storage container	8 X 12	none	damaged beyond value, to be recycled
Maintenance	storage container	8 X 8	none	damaged beyond value, to be recycled
Maintenance	storage container	8 X 8	none	damaged beyond value, to be recycled
Maintenance	storage container	8 X 20	none	damaged beyond value, to be recycled
Maintenance	storage container	8 X 20	none	damaged beyond value, to be recycled
Maintenance	storage container	8 X 40	none	damaged beyond value, to be recycled

To: Board Members

From: Cathy Birks, Assistant Superintendent Business Services

Through: James Peabody, Superintendent

Subject: Agenda Item *10.6: Board Approval of Agreement Between the Del Mar Union School District and School Wise Press for Producing and Publishing 2010-2011, 2011-2012, and 2012-2013 Site Accountability Report Cards

California voters passed Proposition 98 in November 1988. Proposition 98, also known as The Classroom Instruction Improvement and Accountability Act, provides funding for California schools. In return, all public schools in California are required to prepare annual School Accountability Report Cards (SARC). In years since 1988, additional requirements have been established and are part of Education Code sections 33126 and 33126.1. Similar requirements are also included in the federal No Child Left Behind (NCLB) legislation.

School Wise Press has successfully published the Del Mar Union School District SARC since 2005-2006. SARC's are available both on-line and in hard copy at the sites. The new contract, at an increase cost of 7%, will provide for the District's compliance with Proposition 98 and Education Code requirements for the next three years, 2010-2011 through 2012-2013. School Wise Press strives to produce reports that make student performance prominent, that are short and easy to read, and that help people understand how to use the information.

This agreement is available for review at the Del Mar Union School District Office.

FISCAL IMPACT: **Cost – \$23,689.00**
 Program or Department - 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 Board of Trustees Approval of the agreement between the Del Mar Union School District and School Wise Press for producing and publishing 2010-2011, 2011-2012, and 2012-2013 Site Accountability Report Cards

Regular Board Meeting April 27, 2011

April 27, 2011

To: Board Members

From: Randy Wheaton, Director Maintenance and Operations

Through: James Peabody, Superintendent

Subject: Agenda Item *10.7: Board Approval of agreement between the Del Mar Union School District and J&S Asphalt Paving, Sealing & Striping, Co., Inc.

J&S Asphalt Paving Sealing & Striping Co., Inc. is a professional asphalt and sealing company that is locally owned and operated. Their expertise includes asphalt patching, paving, sealing and striping of parking lots and playgrounds. The Director of Maintenance & Operations has determined that the handicap stalls are in need of upgrades at Ashley Falls and at Carmel Del Mar in order for the schools to be up to code for handicap usage. The cost is not to exceed \$5,725.00. This work will be completed as soon as possible but not to exceed one month.

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

FISCAL IMPACT: **Cost – \$5,725.00**
Program or Department - Restricted Maintenance
Is this a Restricted Program? - Yes
Was this expenditure anticipated in the proposed budget?
 Yes
Will this Program or Department be over budget after this expenditure? No

RECOMMENDED: The Superintendent recommends approval of the agreement between the Del Mar Union School District and J&S Asphalt Paving, Sealing & Striping Co., Inc.

Regular Board Meeting April 27, 2011

April 27, 2011

To: Board Members

From: Randy Wheaton, Director Maintenance & Operations

Through: James Peabody, Superintendent

Subject: Agenda Item *10.8: Board Approval of Agreement between the Del Mar Union School District and Zasqueta Contracting, Inc.

Zasqueta Contracting Inc. is a professional sales and installation company that is locally owned and operated. Their expertise includes turnkey playground renovations, purchase and installation services. The Director of Maintenance & Operations has determined that the Sycamore Ridge Preschool is in need of a tot lot in order for the children to be able to play on equipment that is age appropriate to avoid accidents and injuries to the younger children. The amount is not to exceed \$14,979.00. This work will be completed as soon as possible.

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

FISCAL IMPACT: **Cost – \$14,979.00**
Program or Department – Child Care Fund 3
Is this a Restricted Program? - No
Was this expenditure anticipated in the proposed budget?
 Yes
Will this Program or Department be over budget after this expenditure? No

RECOMMENDED: The Superintendent recommends approval of the agreement between the Del Mar Union School District and Zasqueta Contracting, Inc.

April 27, 2011

To: Board Members

From: Randy Wheaton, Director Maintenance & Operations

Through: James D. Peabody, Superintendent

Subject: Agenda Item *10.9: Board Approval of Restricted Maintenance Contracts for Summer Work and 2011/2012 Fiscal Year Annual Inspections, Maintenance and Service

Randy Wheaton, Director of Maintenance & Operations, has continued to request quotes from contractors for summer work and annual inspections, maintenance and service as summarized on the March 23, 2011 Board Agenda. At this time, Mr. Wheaton recommends that the following contracts be approved.

1. Green Leaf Tree Care Inc. will trim all trees back from lights, roofs and buildings at all school sites in the amount of \$9,650.00.
2. Standard Electronics will perform annual testing and inspecting of fire alarm panels and related devices in the amount of \$11,125.00.
3. Firehawk Fire and Safety will perform annual testing for the fire extinguisher service at all school sites in the amount of \$3,500.00.
4. J&S Asphalt will perform pavement sealcoat and markings for Ocean Air, Torrey Hills and Ashley Falls in the amount of \$38,665.00.
5. Cosco Fire Protection will provide required quarterly fire systems inspection and maintenance at all District school sites in the amount of \$10,800.00.
6. Door-Man will perform preventative maintenance, lube and adjustment of all doors at Sage Canyon and Ashley Falls in the amount of \$2,350.00.

*The contracts for the work listed above are available for review
at the Del Mar Union School District Office.*

FISCAL IMPACT: **Cost** – \$76,090.00

Program or Department - General Fund, Restricted
Maintenance

Is this a Restricted Program? –Yes

Was this expenditure anticipated in the proposed budget?

Yes

Will this Program or Department be over budget after this expenditure? No

RECOMMENDED: The Superintendent recommends approval of the agreements between the Del Mar Union School District and the contractors as listed above.

Regular Board Meeting April 27, 2011

April 22, 2011

To: Board Members

From: Cathy Birks, Assistant Superintendent Business Services

Through: James Peabody, Superintendent

Subject Agenda Item 10.10: Board Award and Approval of Agreement for Vended Meal Service Provider

The Del Mar Union School District continues to strive to provide a school lunch program that is delicious, nutritious and meets the expectations of District families. This process includes staff working closely with the District Lunch Committee to develop the bid specifications used to request proposals for vended meals and Child Care snacks.

San Dieguito High School District has provided lunches for the District students for the past five years. The current contract with San Dieguito High School District expires June 30, 2011. Expenditures for vended meals exceed the bid limit threshold, therefore, the District is required to follow the formal bid process to request bids and award a new contract. A new contract will be needed to supply lunches during the 2011/2012 school year.

Following formal bidding requirements, the District advertised for bids on March 28 and April 4, 2011. Bid packages were distributed to ten interested vendors. Bids were due at the District Office up to, but no later than 10:00 a.m. on Thursday, April 21, 2011. All bids were reviewed and ranked by District staff for the purpose of presenting a recommendation for award to the Board on Wednesday, April 27, 2011.

FISCAL IMPACT: **Cost** – Meal costs are approximately \$500,000.00 per year with parent payments to offset.
Program or Department - Child Nutrition Services
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 Board of Trustees award and approval of the vended meal agreement.

*Regular Board Meeting April 27, 2011
 10.10*

Regular Board Meeting of April 27, 2011

Date:	April 20, 2011
To:	Board Members
From:	Timothy Asfazadour
Through:	James Peabody
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
Anderson, Beth	School Nurse	1.00	Various	Approve Increase in FTE from 40% to 100% Effective 4/1/11	Expansion
Aposhian, Nan	Teacher	1.00	Ashley Falls	Approve Unpaid Leave of Absence Effective 5/9/11 through 5/27/11	
Fulston, Jennifer	School Nurse	1.00	Various	Approve Increase in FTE from 80% to 100% Effective 4/1/11	Expansion
Savin, Susan	Resource Specialist	1.00	Torrey Hills	Approve Resignation Effective 6/17/11	
Smiley, Lori	School Nurse	1.00	Various	Approve Increase in FTE from 80% to 100% Effective 4/1/11	Expansion
Soderberg, Kristin	Teacher	0.00	Leave of Absence	Approve Extension of Unpaid Leave of Absence Effective 2011/12	

*11.1

Regular Board Meeting of April 27, 2011

Regular Board Meeting of April 27, 2011

Name	Position	FTE	Location	Action	If New Hire, Position is Expansion or Replacement
Solowczuk, Athanasia	Teacher	0.50	Sycamore Ridge	Approve Unpaid Leave of Absence Effective 4/28/11 through 6/17/11.	

Regular Board Meeting of April 27, 2011

Date:	April 20, 2011
To:	Board Members
From:	Tim Asfazadour
Through:	James Peabody
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
Berg, Elyse	Child Care Instructional Assistant - Preschool	0.65	Child Development Center	Approve Decrease in Hours from 32 Hours per Week to 26 Hours per Week Effective 3/31/11	
Bittner, Kristina	Child Care Instructional Assistant - Preschool	0.875	Child Development Center	Approve Increase in Hours from 32 Hours per Week to 35 Hours per Week Effective 1/3/11	Replacement
Bryant, Betty	Administrative Assistant - Technology	1.00	Del Mar Hills	Approve Assignment Effective 4/15/11	Expansion
Cho, Stephanie	After School Program Worker	0.518	After School Programs	Approve Assignment Effective 4/4/11	Replacement
Cruz, Sierra	After School Program Worker	0.738	After School Programs	Approve Increase in Hours from 27.5 Hours per Week to 29.5 Hours per Week Effective 4/18/11	Replacement

*11.1

Regular Board Meeting of April 27, 2011

Regular Board Meeting of April 27, 2011

Name	Position	FTE	Location	Action	If New Hire, Position is Expansion or Replacement
Ezell, Carly	After School Program Worker	0.55	After School Programs	Approve Resignation Effective 3/28/11	
Harvey, Eboni	After School Program Worker	0.60	After School Programs	Approve Increase in Hours from 22 Hours per Week to 24 Hours per Week Effective 3/21/11	Replacement
Huang, Alden	After School Program Worker	0.55	After School Programs	Approve Assignment Effective 4/7/11	Replacement
Huppert, Tricia	Instructional Aide I	0.60	Ashley Falls	Approve Increase in Hours from 18 Hours per Week to 24 Hours per Week from 4/4/11 to 6/10/11	Temporary
Kim, Jina	Special Education Aide II	0.75	Torrey Hills	Approve Assignment Effective 4/4/11	Replacement
Lance, Tess	Special Education Aide I	0.75	Sycamore Ridge	Approve Resignation Effective 4/6/11	
Mahoney, Chanel	After School Program Worker	0.60	After School Programs	Approve Increase in Hours from 22 Hours per Week to 24 Hours per Week Effective 3/22/11	Replacement
Marquez, Vilma	Instructional Assistant - Preschool	0.80	Child Development Center	Approve Resignation Effective 4/29/11	
Pedersen, Laura	After School Program Worker	0.55	After School Programs	Approve Assignment Effective 3/28/11	Replacement

*11.1

Regular Board Meeting of April 27, 2011

Regular Board Meeting of April 27, 2011

Name	Position	FTE	Location	Action	If New Hire, Position is Expansion or Replacement
Pollock, Jennifer	Special Education Aide I	0.75	Del Mar Heights	Approve Resignation Effective 4/8/11	
Pong, Mark	Business Services Specialist	1.00	District Office	Approve Assignment Effective 4/4/11	Replacement
Read, Maria	Child Nutrition Services Assistant I	0.25	Ashley Falls	Approve Resignation Effective 4/8/11	
Rosado, Leah	Special Education Aide II	0.75	Sycamore Ridge	Approve Assignment Effective 3/29/11	Replacement
Sanchez, Christine	Administrative Assistant - District Office	1.00	District Office	Approve Assignment Effective 4/4/11	Expansion
Son, Lan Kim	After School Program Worker	0.60	After School Programs	Approve Increase in Hours from 22 Hours per Week to 24 Hours per Week Effective 3/25/11	Replacement
Templeton, Kelly	Child Care Instructional Assistant - Preschool	0.925	Child Development Center	Approve Increase in Hours from 35 Hours per Week to 37 Hours per Week Effective 1/3/11	Replacement

*11.1

Regular Board Meeting of April 27, 2011

April 22, 2011

To: Board Members

From: Tim Asfazadour, Assistant Superintendent, Human Resources

Through: James Peabody, Superintendent

Subject: Agenda Item 11.2: Board Approval of Modifications to the Collective Bargaining Agreement between the Del Mar Teachers Association and the Del Mar Union School District.

Representatives of the Del Mar California Teachers Association and the Del Mar Union School District reached a tentative collective bargaining agreement during Interest-Based Bargaining (IBB) on March 28, 2011. The terms of the agreement are recorded on the document that follows this narrative. The DMCTA ratified the agreement on April 8, 2011.

There are two areas that require additional notes:

- The one time stipend listed in the tentative agreement was approved by the Board of Trustees at the January 2011 meeting.
- The sub-committee for the clean-up language has met and agreed upon the changes that eliminate or modify language as appropriate. The final document is attached after the tentative agreement.

FISCAL IMPACT: **Cost** – Specific fiscal impacts of the items in this tentative agreement are difficult to assess at this time because the only elements in the agreement that involve increased levels of expenditures are associated with sporadic situational occurrences such as excess class size in grades K-6 or additional support/resources for combination classes. It is estimated that any fiscal impacts related to the terms of the tentative agreement will be minor in nature.

RECOMMENDED: The Superintendent Recommends Board Approval of the Modifications to the Collective Bargaining Agreement contained in the Tentative Agreement.

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**TENTATIVE AGREEMENT FOR
SETTLEMENT OF 2010-2011 COLLECTIVE BARGAINING
BETWEEN THE DEL MAR TEACHERS ASSOCIATION
AND THE DEL MAR UNION SCHOOL DISTRICT**

The Del Mar California Teachers Association and the Del Mar Union School District have arrived at a tentative agreement for collective bargaining for 2010-2011. The tentative agreement consists of the following:

- No change to the salary schedule with the exception of full funding for step and column increases for eligible certificated unit members.
- Pay each certificated unit member a one-time incentive through payroll. The maximum incentive is equal to \$1,000 for a full-time employee and will be pro-rated for employees who work less than full-time.
- Establish a committee to study and recommend alternative methods of evaluating certificated unit members (joint teacher /management committee) with each party selecting three (3) representatives. The committee will finish its work and report the results by December 2011. A side letter of agreement will be created in order to provide certificated unit members a “try out” of the alternative methods as a one year pilot program.
- Incorporate modifications to contract language relative to the transfer of certificated unit members in the following manner: (New Language is underlined and in italics; language to be deleted is lined through.)

Article 10 - Transfers and Assignments

10.1 Definitions:

- 10.1.1 A *transfer* is a change of work location between schools or facilities. *A transfer can be either voluntary (initiated by the unit member) or involuntary (initiated by administration).*
- 10.1.2 A *reassignment* is a change of assignment or grade level at a worksite.
- 10.1.3 ~~A voluntary transfer/reassignment is one which is~~

~~initiated by the bargaining unit member.~~

A *vacancy* is any job opening within the District directly or indirectly created by a termination, resignation, retirement, or staff addition. ~~change in enrollment.~~

Note: A vacancy is NOT an opening that will be filled by the reassignment of a probationary/permanent member at the site. (Previously 10.1.5)

10.1.4 ~~An involuntary transfer/reassignment is one which is not initiated by the bargaining unit member, but rather the administration.~~

Length of service in the District commences on the first day of paid probationary service in the District. (Previously 10.1.6)

10.2 Notification of Assignment

10.2.1 Each ~~bargaining~~ unit member shall be given ~~written~~ notice of the next year's assignment no later than the last working day of the school year, unless the Superintendent and the DMCTA President mutually agree upon an extension. ~~Such notice shall specify the building, and/or assignment to which the bargaining unit member will be assigned.~~

10.2.2 The District shall post a current list of all known vacancies, ~~in each school, the district office and on the District website and~~ will send an email to all certificated staff through the district email system. ~~During the summer the current list shall be posted in the district office and on the district website.~~ No vacancy shall be filled until at least three (3) working days following posting of the notice during the period of May 1st – July 27th. The notice of each vacancy shall clearly set forth the qualifications for the position, the assignment, the start date, and the date by which the applicant must file the application.

10.2.3 ~~In order to accommodate unanticipated vacancies, the normal five (5) day posting period for vacancies shall be~~

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~~shortened for the period from two (2) weeks prior to the first student day of school. During this period, the posting period shall be two days. Posting requirements during this period may be waived subject to mutual agreement of the District and DMCTA.~~

Beginning August 1st up until three (3) days before the first certificated staff work day, vacancies will be posted for one (1) working day. Beginning three (3) days before the first certificated work day, unanticipated vacancies will be staffed by administration. Any vacancy filled by a temporary certificated employee shall be posted during the following year's initial posting period.

10.3

Priorities for Placement

10.3.1

Placement of current ~~bargaining~~ unit members in known vacancies shall be given priority before hiring new certificated staff ~~teachers from outside the district.~~

10.3.2

Priorities for placement of voluntary and involuntary transfers/~~reassignments~~ shall be in the following order:

- a. ~~Bargaining~~ Unit members who are subject to involuntary transfer.
- b. ~~Bargaining~~ Unit members currently assigned at a site where a vacancy exists.
- c. ~~Bargaining~~ Unit members assigned to other District sites.

10.4

Voluntary Transfer ~~or Reassignment~~

10.4.1

When a vacancy is advertised, ~~bargaining~~ unit members may request a voluntary transfer/~~reassignment~~ to the vacant position. The request to be considered for the position shall be delivered in writing to the ~~Director~~ Assistant Superintendent, Human Resources and/or a

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designee by the deadline prescribed in the vacancy announcement.

10.4.2 The District shall maintain a data base of ~~bargaining~~ unit members requesting transfers ~~or reassignments~~. Records of such requests shall be kept on file for a period of three (3) years.

10.4.3 In acting on requests for a voluntary transfer ~~or reassignment~~, the following ~~criteria~~ guidelines shall be considered in determining approval of requests ~~for voluntary transfers and reassignments~~:

- a. Credential and training of the unit member.
- b. ~~Length of service with the district (SB 1655)~~
The preferences of the ~~bargaining~~ unit member.
- c. The preference of the site administrator(s) including program needs, qualifications that support student learning and team dynamics.
- d. The affirmative action policy of the District.
- e. Prior transfer requests.

10.4.4 The District shall notify the ~~bargaining~~ unit member if he/she is not given the transfer ~~or reassignment~~. The ~~bargaining~~ unit member may, within ten (10) days of this notice, request the reason(s) in writing for not being selected for the transfer ~~or reassignment~~. The District shall provide the reason(s) within ten (10) days of the request.

10.5 Involuntary Transfers ~~or Reassignments~~

10.5.1 Involuntary transfers ~~or reassignments~~ may be made for the following reasons:

- a. To balance the certificated staff of the District by considering factors related to the affirmative action policy of the District.
- b. Educational needs of the students.
- c. A change of enrollment necessitating transfer of staff.

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- d. Modification of instructional program *such as extended studies allocation changes*.
- e. Lack of funding and/or declining enrollment.
- f. To provide an opportunity to evaluate a bargaining unit member in a different environment.

10.5.2 When making involuntary transfers ~~or reassignments~~, administrators shall take the following factors into consideration in making their final decision:

- a. Length of service of the bargaining unit member in the District, at a particular grade level or assignment, or at a school site.
- b. ~~BTSA recommendations that new teachers have the opportunity to remain at the same grade level for at least two years, but not necessarily at the same school site.~~
Teachers assigned to combination classes.
- c. Team dynamics and ability to work effectively in collaboration.
- d. Prior involuntary transfer history.
- e. Consideration of individual preferences.

10.5.3 ~~Bargaining~~ Unit members who are notified that they are to be involuntarily transferred/~~reassigned~~ may, within ten (10) days of receipt of the notice of involuntary transfer/~~reassignment~~, request the reasons in writing for the involuntary transfer. The District shall provide the reason(s) in writing within ten (10) days of receipt of the request.

10.5.4 ~~Bargaining~~ Unit members who are classroom teachers shall *not* be *involuntarily* ~~reassigned or~~ transferred ~~no~~ more than once during two (2) consecutive school years.

10.5.5 Notice shall be given of involuntary transfer ~~or reassignment~~ as soon as possible.

10.5.6 No bargaining unit member shall be involuntarily transferred or reassigned arbitrarily or capriciously.

10.6 Involuntary Transfer/ or Reassignment Compensation

10.6.1 ~~Bargaining~~ Unit members who are involuntarily transferred/ or reassigned within three (3) duty days prior to the first student day of school, or any time after the beginning of the school year, shall receive two (2) release days or a stipend equivalent to two (2) days at their daily rate of pay.

10.6.2 A maximum of three (3) who are on a team that receives an involuntarily transferred/ or reassigned teacher within three (3) duty days prior to the beginning of the school year, or any time after the beginning of the school year, and who volunteer to assist the new team member shall be provided ~~one (1) day of paid release time, one comp day, or~~ a stipend equivalent to one (1) day at their daily rate of pay in order to prepare with the new team member. The provisions of this section shall also apply to teams that add a new teacher hired from outside the school district within the specified time periods.

10.7 Unit members may not be reassigned more than once during (2) consecutive years.

10.8 Unit members returning from leave shall be assigned a position in accordance with the provisions of Article 10.

10.9 The district agrees to make a good faith effort to limit the number of assignment location changes within a site. ("Assignment location change") is defined as the physical relocation from one room to another.

10.10 The District shall provide assistance in moving a ~~bargaining~~ unit member's materials whenever a ~~bargaining~~ unit member is transferred/reassigned for any reason.

- Incorporate modifications to contract language relative to the Professional Responsibilities/Hours of Employment/Duty in the following manner: (New

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language is underlined and in italics; language to be deleted is lined through.)

Article 13- Professional Responsibilities/Hours of Employment/Duty

13.2.7 As a result of extending the instructional day Monday through Friday (Time-Banked Minutes), the District will implement a modified student instructional schedule on Wednesdays during the school year. The modified schedule will provide for Professional Development/Professional Learning Communities (PLC) work from 12:45 p.m. until 2:45 p.m. on the first and third Wednesdays of each month.

PLC time will include a combination of:

- Grade-level/Specialist Collaboration
- Vertical Teaming
- School-wide collaboration

~~13.2.7.1 The first and third Wednesday of each calendar month will be reserved to implement PLC for a minimum of one hour with the second hour available for either continuing Professional Learning Community (PLC) or staff development.~~

13.2.7.2 (becomes 13.2.7.1 etc.)

13.2.7.3 As a result of extending the instructional day Monday through Friday (Time-Banked Minutes), on the second, fourth, and fifth Wednesdays of each calendar month, the unit member's duty day ends at 12:45.

13.3 ~~Preparation~~ Planning Time

~~Bargaining~~ Unit members shall be provided with the ~~Preparation~~ planning time as detailed in Article 18, Section 18.2 of this Agreement.

- Incorporate modifications to contract language relative to the class size of the collective bargaining agreement in the following manner: (New

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Language is underlined and in italics; language to be deleted is lined through.)

Article 18- Class Size

18.1 Maximum class size/caseload per unit member shall be the following:

Grades K-3:	20	
~~Grades 4-6:~~	~~29~~	~~(2002-2003)~~
~~Grades 4-6:~~	~~28~~	~~(2003-2004)~~
Grades 4-6:	27	(2004-2005)
Special Ed.:		
Resource Specialist:	28	(up to 32 with a waiver)
Special Day Class:	15	
Preschool Speech/Lang.	40	
K-6 Speech/Lang.	53	
Adapted Physical Ed.	55	

18.1.1 *Combination classes in grades kindergarten through sixth will have two less students than the maximum class size or grade-level average at a school site.*

18.1.2 Caseloads for part-time special education ~~bargaining~~ unit members shall be determined by a pro-rata share comparable to the ~~bargaining~~ unit member's full-time equivalent (FTE) percentage.

18.1.3 *Administration will make a good faith effort to equally balance students of all needs among classes and unit members.*

18.2 Any bargaining unit member who teaches grades kindergarten through third grade or Special Education, or in a specialist enrichment program such as ESC, Technology, Music or Art, shall receive 120 minutes of ~~prep~~ planning time per week. Any ~~bargaining~~ unit member who teaches grades four through six shall receive 180 minutes of ~~prep~~ planning time during a

normal five (5) day work week. The 120 and 180 minutes of ~~prep~~ planning time are understood to be part of the student instructional day. A good faith effort will be made to maintain the integrity of the planning time.

- 18.3 Any ~~bargaining~~ unit member who teaches grades four through six ~~with a classroom of 21 or more students~~ shall receive two (2) days of compensatory time to be used during the school year subject to the availability of a qualified substitute teacher. These two (2) days are not cumulative. Note: General Education Classes.
- 18.4 In addition to the five (5) minimum days already established during the fall and spring conference time period, any ~~bargaining~~ unit member who teaches grades four through six may request a substitute for the equivalent of one (1) full day or two (2) half days, within one (1) week before, during, or within one (1) week after each conference period to conduct parent/teacher conferences. These days are not cumulative.
- 18.5 When the enrollment in a general education self-contained kindergarten through sixth grade classroom exceeds the maximum class size in Article 18 paragraph 18.1, the teacher shall receive a stipend of twenty (20) dollars a day per child over the maximum class size. ~~For up to fifteen (15) days. On day sixteen, one of~~ The following relief procedures shall be implemented subject to mutual agreement of the grade level team and administrator:
- ~~▪ Transfer of student within school~~
 - ~~▪ Transfer of student between school sites~~
 - ~~▪ Hire additional staff~~
 - ~~▪ A full time substitute hired to assist the classroom impacted~~
 - Continue the Twenty dollar a day stipend
 - Provide additional instructional resources mutually agreed upon by ~~teacher~~ unit member and District

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- Other support strategies mutually agreed upon by ~~teacher~~ unit member and District

18.5.1 When a unit member teaches a combination class in general education kindergarten through sixth grade, the following relief procedures shall be implemented:

- Two (2) additional paid days beyond the 184 contracted days for the purpose of planning and preparation at his/her per diem rate
- .2 Full-time Equivalent (FTE) for grade level or class support
- Provide additional instructional resources mutually agreed upon by affected grade-level teams and Administration
- Other support strategies mutually agreed upon by affected grade-level teams and Administration

- Incorporate new language to the contract relative to Salary and Benefits (Article 19) in the following manner: (New language is underlined and in italics)

Article 19 Salary and Benefits

19.3.4 The District shall make a good faith effort to provide unit members information regarding benefit rates at the earliest possible date.

- Incorporate modifications to contract language relative to the term of the collective bargaining agreement: (New Language is underlined and in italics; language to be deleted is lined through.)

Article 27-Term

This agreement shall become effective on ~~July 1, 2002~~, July 1, 2010, and shall continue through ~~June 30, 2010~~ June 30, 2013. Notwithstanding article 6.3, each year the parties may mutually agree to extend the contract by one year. Not later than July 1 of the year in which this agreement expires, the parties shall commence

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the meeting and negotiation process in accordance with applicable law. Agreements reached shall be in writing.

Contract Clean-up

- A sub-committee designated by DMCTA and DMUSD will review the contract for obsolete and outdated contract language and will mutually agree to eliminate or modify language as appropriate. The changes will be presented to the parties for final approval.

The elements described above represent the entirety of the tentative agreement between the parties.

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AGREEMENT

Between

**The
Del Mar California Teachers Association
(DMCTA)**

And

**The
Del Mar Union School District
(DMUSD)**



July 1, 2010 through June 30, 2013

The DMCTA and the DMUSD are deeply indebted to Emily Gonzalez, who served as facilitator for all Interested Based Bargaining sessions. Her help and her calm direction were invaluable.

Preamble

This Agreement shall be made and entered into by and between the Board of Trustees of the Del Mar Union School District, which together with its administrative staff and representatives, shall be referred to in this Agreement as the “District” and the Del Mar California Teachers Association/California Teachers Association/National Education Association, the certificated employees’ exclusive representative which together with its officers and representatives shall be referred to in this Agreement as the “Association”.

This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of Government Code, which shall be referred to as the “EERA.”

For the Association:

Sandra Johnson, Bargaining Chair

Fred Bettig

Katrina Graupmann

Tiffany Kinney

Cinda Peck

Christine Rapa

David Skinner, President DMCTA

For the District:

Tim Asfazadour

Cathy Birks

Peg La Rose

Darlene Nadlonek

Wendy Wardlow

James Peabody, Superintendent

Ratified by the Association
Date: April 8, 2011

Approved by the Board of Education
Date: April 27, 2011

DMCTA-DMUSD Vision Statement

We, the stakeholders in the DMUSD, are committed to:

- ❖ Operating in a trustworthy relationship with mutual respect
- ❖ Sharing common goals with a continued focus on quality education for all children
- ❖ Achieving our District's vision by honoring individuals and appreciating differences
- ❖ Promoting a fair working relationship through understanding and acceptance
- ❖ Demonstrating collaboration through shared decision-making which includes all stakeholders
- ❖ Valuing honest, open communication
- ❖ Using a total team process of consensus for problem solving with balanced representation
- ❖ Retaining a sense of community while adjusting to the growth in the District
- ❖ Embracing and supporting all new members, to encourage full participation in our educational community
- ❖ Providing and maintaining a contract based on mutual interests and utilizing Interest Based Bargaining.

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Article 1 - Recognition

- 1.1 The District recognizes the Association as the exclusive representative for the purposes of the Educational Employment Relations Act.
- 1.2 The bargaining unit shall include all full-time or part-time certificated employees in the Del Mar Union School District.
- 1.3 Excluded from recognition are those who are management, supervisory, or confidential employees, substitute teachers, and teachers hired exclusively for summer school.

Article 2 - Definitions

- 2.1 "District" is the Del Mar Union School District, its Board of Education, Administration, and other designated Representatives.
- 2.2 "Association" means the Del Mar California Teachers Association/CTA/NEA, its officers and representatives of the certificated bargaining unit in the District.
- 2.3 "Immediate supervisor" means the unit member's administrator, supervisor or director employed by the District who has direct responsibility for supervising the unit member. Usually this person is the building principal.
- 2.4 "Unit member" means any District certificated employee who is included in the appropriate unit as defined in Article 1.2, therefore covered by the terms and provisions of this Agreement.
- 2.5 "Day" means days the District office is open for business.
- 2.6 "Duty day(s)" means day(s) during which unit members are required by contract to render service.
- 2.7 "Instructional day(s)" means day(s) pupils are present for instruction.
- 2.8 "Paid leave of absence" means a unit member shall be entitled to receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits, return to the same or similar assignment which he/she enjoyed immediately preceding the commencement of the leave, and receive credit for annual salary increments provided during his/her leave.
- 2.9 "Unpaid leave of absence" means a unit member shall be entitled to the same benefits accorded unit members who are on paid leave, excluding wages and benefits.

- 2.10 “Daily rate of pay” means the unit member’s annual scheduled salary divided by the number of duty days required by the Agreement.
- 2.11 “Hourly rate of pay” means the daily rate of pay divided by daily duty hours.
- 2.12 “District extra hourly rate” means the mutually negotiated hourly rate for extra assigned duties, such as curriculum writing task forces and IEP’s.
- 2.13 “Building” means a site or location where a unit member works.
- 2.14 “Seniority” means length of continuous service in the District.
- 2.15 “Immediate family” means the employee’s, or the employee’s spouse’s, mother (stepmother), father (stepfather), daughter (stepdaughter, daughter-in-law), son (stepson, son-in-law), grandmother, grandfather, granddaughter, grandson, sister (stepsister, sister-in-law), brother (stepbrother, brother-in-law), niece, nephew, aunt, uncle, and any person living in the household of the unit member.
- 2.16 “Caseload” means all pupils for whom a special education unit member (Special Day Class Teacher, Resource Specialist, Speech/Language Pathologist, Adapted Physical Education Specialist) provides special education services.
- 2.17 “Unduplicated” means a count of special education students for whom a specialist is the case manager and is responsible for completing the IEP process.
- 2.18 “Duplicated” means a count of special education students for whom the specialist is responsible solely for the goals/objectives and service for their area of expertise and not for case management.

Article 3 - Association Rights

- 3.1 The Association may use District facilities upon notification. The Association agrees to comply with reasonable District rules and regulations governing use of school facilities. Association representatives conducting organization business shall, upon arriving at a site, report initially to the office of the principal to announce their presence and purpose. Such visits shall be scheduled only during the employee’s duty free lunch period or non-duty hours. The Association shall ensure that the District has a current list of authorized Association representatives.
- 3.2 The Association shall have the right to post notices on unit member bulletin boards provided by the District at each school site in areas frequented by unit

members. The Association may use the District mail services and unit member mailboxes for communications to unit members. The distribution of Association material is subject to the workload of the District mail delivery service. The Association is responsible for the content of all information sent in the District mail and posted on bulletin boards.

- 3.3 The site principal and Association representative shall mutually develop agenda placement and time allotment for association business at each faculty meeting as needed.
- 3.4 Authorized representatives of the Association shall be permitted to transact Association business on their non-duty time, as long as it does not interfere with the instructional program.
- 3.5 The District shall provide an up-to-date directory including unit members' addresses, phone numbers, and e-mail addresses, which will be available on the District website by the first week of October.
- 3.6 The Association shall be provided up to twenty (20) days of released time per year to conduct Association business without loss of pay or benefits. No individual association member shall be released for more than five (5) days unless mutually agreed upon by the District and the Association. All released time must be taken in increments of one-half (1/2) or one (1) day.
- 3.7 The District shall provide substitutes for one (1) unit member per site, chosen by the Association, to serve on the District budget committee.
- 3.8 The Association shall have unit members on all selection panels for the hiring of certificated teaching, management, and supervisory positions when possible. Whenever feasible, the Association representatives will be from the same site and/or grade level team to which the position will be assigned.

Article 4 - Management Rights

- 4.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control the operation of the District to the full extent of the law. Included in, but not limited to those duties and powers are the exclusive rights to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, repair, maintain, or modify facilities; establish budget procedures and determine budgetary

allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, reassign, transfer, evaluate, promote, layoff, terminate and discipline employees; and to determine the effects and impact of any action implementing these rights, insofar as they do not detract nor diminish the specific provisions of this Agreement.

- 4.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms are in conformance with law.
- 4.3 The District retains its right to amend, modify or rescind this Agreement in cases of emergency. The determination of whether an emergency exists is solely within the discretion of the Board of Trustees. Emergency shall be defined as but not limited to: a natural disaster, national emergency, act of God, epidemic, or similar catastrophe. When the Board determines that the emergency no longer exists, the Agreement, which was amended, modified, or rescinded, during the emergency, shall be reinstated.

Article 5 - Non-Discrimination

The District shall prohibit discrimination because of race, color, national origin, sexual orientation, religion, sex, age, disability, marital status, membership in an employee organization, participation in the activities of an employee organization or exercise of the rights contained in this Agreement.

Article 6 - Negotiations Procedures

- 6.1 The Association and the District agree that any article of the contract, including salary and benefits (Article 19), may be reopened at any time by mutual agreement.
- 6.2 Article 19 shall be open for negotiation annually unless the parties mutually agree to a multiple year term on salary and benefits.
- 6.3 For articles other than salary and benefits, either party shall have the right to reopen negotiations on up to three (3) articles per year. Such unilateral reopeners shall be initiated during the period of September 1 through April 30.
- 6.4 Meetings shall take place at mutually agreeable times and places, providing that meetings commence within thirty (30) days from receipt of a written

request. The District shall provide substitutes for unit members who attend collective bargaining sessions during the duty day.

- 6.5 The meetings shall be closed to the public. One common set of minutes shall be taken and ratified at the next meeting. Neither side shall take or permit tape recordings of the sessions.
- 6.6 Within thirty (30) days of ratification of the Agreement by both parties, the District shall post the Agreement on the District website.
- 6.7 Any individual contract between the Board and a unit member shall be subject to and consistent with the terms and conditions of this Agreement, unless mutually agreed to by the Superintendent and the Association Executive Board.

Article 7 - Savings and Separability

- 7.1 Should any provisions of the Agreement be declared illegal by a court of competent jurisdiction or by the Public Employee Relations Board, said provision shall be deleted from this Agreement to the extent it violated the law. The remaining provisions shall remain in full force and effect.
- 7.2 If there is a legislative or statutory change or directive from the State Department of Education affecting the provisions of this Agreement, either party may open negotiations on the affected provision.

Article 8 - Maintenance of Standards and Practices

- 8.1 The District shall not reduce or eliminate any health and welfare benefits or past practices that are within the scope of collective bargaining unless otherwise provided by the express terms of this Agreement.
- 8.2 This Agreement shall supersede any rules, regulations, or practices of the District, which are contrary to, or inconsistent with, its terms.

Article 9 - Grievance Procedure

- 9.1 Definitions:
 - 9.1.1 A "Grievance" is a claim by one (1) or more unit member(s) that the District has violated, misinterpreted, or misapplied a provision of this Agreement.
 - 9.1.2 A "Grievant" is a unit member(s) making the grievance.

- 9.1.3 A “Day” is any day of the week in which the central administration office of the District is open for business.
- 9.2 The purpose of the grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may arise affecting the welfare or working conditions of unit members. These proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 9.3 Procedure:
- 9.3.1 Informal Level: Before filing a formal written grievance, the grievant shall attempt to resolve the grievance through an informal conference with the grievant’s immediate supervisor. Such conference, as well as actual formal filing of a written grievance, in the event the conference does not resolve the problem, must take place within the applicable time limits as outlined in Level I.
- 9.3.2 Level I: No later than twenty (20) days following the act or omission giving rise to the grievance, or no later than twenty (20) days following the date upon which the grievant reasonably should have known of the act or omission, the grievant must present such grievance in writing to his/her immediate supervisor using the grievance form with a copy simultaneously provided to the President of the Association and the Superintendent. The written grievance shall describe the event giving rise to the grievance, must list the specific provisions of the Agreement which were allegedly violated, and shall provide a minimum of two (2) options to remedy the grievance. The immediate supervisor shall communicate a written decision to the bargaining unit member within fifteen (15) days after receiving the grievance. If the grievance is denied, the immediate supervisor shall state, in writing, the rationale for the denial.
- 9.3.3 Level II: If the grievant is not satisfied with the disposition of the grievance at Level I, he/she may appeal the grievance in writing with the Superintendent or his/her designee, within fifteen (15) days after receipt of the Level I response. The Superintendent or his/her designee shall communicate a decision in writing within fifteen (15) days after receiving the appeal. Either the grievant or the administrator may request a personal conference within this time frame. Any request for a conference at this level shall be granted.

9.3.4 Level III: If the grievant is not satisfied with the decision at Level II, or if Level II is unsuccessful in resolving the grievance, he/she may appeal the Superintendent's ruling to the Board of Trustees. Such appeal must be in writing and filed with the Board President within thirty (30) days of the decision from Level II. Upon receipt of the appeal, the Board shall render its decision within thirty (30) days. The Board shall have the option to conduct a closed session hearing.

9.3.5 Level IV: If the grievant is not satisfied with the decision at Level III, or if Level III is unsuccessful in resolving the grievance, he/she may request in writing that the grievance be submitted for mediation. Upon mutual agreement of the District and the Association, the grievance may be submitted to mediation in attempt to resolve the grievance. If there is agreement to submit the grievance to mediation, the parties shall retain a mediator trained in interest-based negotiations. The mediation group shall consist of the grievant, the Association Representative, the Administrator involved, and the Superintendent. The mediator shall be mutually agreed upon by the Association and the Administration. The cost of the mediator shall be shared equally by the Association and the DMUSD. The mediation shall be limited to six (6) hours of mediation which shall be completed within twenty (20) days after the request for an interest-based mediator. The parties may mutually agree in writing to extend this timeline. Statements and offers of settlement made in the mediation process shall not be referred to in subsequent proceedings. If mediation does not satisfactorily resolve the grievance, the grievant may appeal the grievance to Level V.

9.3.6 Level V: If the grievant is not satisfied with the decision at Level IV, or Level IV is unsuccessful in resolving the grievance, he/she may request in writing a three-party intervention. The three-party intervention shall be conducted by a panel comprised of three (3) members, which shall review all documents and evidence to determine if the contract is violated. If the panel determines the contract is violated, it shall select a reasonable remedy to the grievance. The decision of the panel majority shall be binding and final as to all parties and shall complete the grievance process.

None of the members of the three-party intervention panel shall be an employee of the Association. The three party intervention panel shall be comprised of one member selected by the Association, one member selected by the Superintendent, and a third member to be selected by the first two members. Fees and costs of the panel member selected by the Association shall be paid by the

Association. Fees and costs of the panel member selected by the District shall be paid by the District. Fees and costs of the third panel member shall be shared equally by the Association and the District.

- 9.4 A grievant may be accompanied at all levels of the grievance procedure by an Association representative(s).
- 9.5 No party of interest at any level of the grievance procedure will be required to meet with any administrator concerning the grievance without a representative present.
- 9.6 When it is necessary for a grievant and a representative designated by the Association to attend a grievance meeting or hearing during the workday, he/she shall be released without loss of pay in order to participate in the foregoing activities. Any unit member who is required to appear in such scheduled meetings or hearings will be accorded the same right.
- 9.7 All records dealing specifically with the processing of a grievance shall be filed separately from the personnel file of the participants.
- 9.8 Failure of the District administrators to meet the timelines specified after the informal step of the grievance procedure shall render the grievance valid and one of the options provided by the grievant from level I shall be effectuated.
- 9.9 Failure of the grievant to meet the timelines specified after the informal level shall render the grievance null and void.
- 9.10 Time limits provided for each level shall begin the day following receipt of the grievance appeal or written decision.
- 9.11 No reprisals of any kind will be taken by any member or representative of the Administration or the Board or by the Association against any grievant, any party in interest, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
- 9.12 Forms for filing grievances and other necessary documents will be prepared jointly by the Superintendent or his/her designee and the Association. The District shall provide for printing such forms. *(The grievance form is attached to this contract as Appendix I.)*
- 9.13 A unit member may present grievances to the employer and have such grievances adjusted without the intervention of the Association, as long as the adjustment is consistent with terms and conditions of this written Agreement. After a unit member presents a Level I grievance, the Association shall have

the right to be present and state its views at Levels I through IV grievance meetings.

- 9.14 District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

Article 10 - Transfers and Assignments

10.1 Definitions:

- 10.1.1 A *transfer* is a change of work location between schools or facilities. A transfer can be either voluntary (initiated by the unit member) or involuntary (initiated by administration).
- 10.1.2 A *reassignment* is a change of assignment or grade level at a worksite.
- 10.1.3 A *vacancy* is any job opening within the District directly or indirectly created by a termination, resignation, retirement, or staff addition. Note: A vacancy is NOT an opening that will be filled by the reassignment of a probationary/permanent member at the site.
- 10.1.4 Length of service in the District commences on the first day of paid probationary service in the District.

10.2 Notification of Assignment

- 10.2.1 Each unit member shall be given notice of the next year's assignment no later than the last working day of the school year, unless the Superintendent and the DMCTA President mutually agree upon an extension.
- 10.2.2 The District shall post a current list of all known vacancies on the District website and will send an email to all certificated staff through the district email system. No vacancy shall be filled until at least three (3) working days following posting of the notice during the period of May 1st – July 27th. The notice of each vacancy shall clearly set forth the qualifications for the position, the assignment, the start date, and the date by which the applicant must file the application.

- 10.2.3 Beginning August 1st up until three (3) days before the first certificated staff work day, vacancies will be posted for one (1) working day. Beginning three (3) days before the first certificated work day, unanticipated vacancies will be staffed by administration. Any vacancy filled by a temporary certificated employee shall be posted during the following year's initial posting period.

10.3 Priorities for Placement

- 10.3.1 Placement of current unit members in known vacancies shall be given priority before hiring new certificated staff.
- 10.3.2 Priorities for placement of voluntary and involuntary transfers shall be in the following order:
- a. Unit members who are subject to involuntary transfer.
 - b. Unit members currently assigned at a site where a vacancy exists.
 - c. Unit members assigned to other District sites.

10.4 Voluntary Transfer

- 10.4.1 When a vacancy is advertised, unit members may request a voluntary transfer to the vacant position. The request to be considered for the position shall be delivered in writing to the Assistant Superintendent, Human Resources and/or a designee by the deadline prescribed in the vacancy announcement.
- 10.4.2 The District shall maintain a database of unit members requesting transfers. Records of such requests shall be kept on file for a period of three (3) years.
- 10.4.3 In acting on requests for a voluntary transfer, the following guidelines shall be considered in determining approval of requests:
- Credential and training of the unit member.
 - The preferences of the unit member.
 - The preference of the site administrator(s) including program needs, qualifications that support student learning and team dynamics.
 - The affirmative action policy of the District.

- Prior transfer requests.

10.4.4 The District shall notify the unit member if he/she is not given the transfer. The unit member may, within ten (10) days of this notice, request the reason(s) in writing for not being selected for the transfer. The District shall provide the reason(s) within ten (10) days of the request.

10.5 Involuntary Transfers

10.5.1 Involuntary transfers may be made for the following reasons:

- To balance the certificated staff of the District by considering factors related to the affirmative action policy of the District.
- Educational needs of the students.
- A change of enrollment necessitating transfer of staff.
- Modification of instructional program such as extended studies allocation changes.
- Lack of funding and/or declining enrollment.
- To provide an opportunity to evaluate a unit member in a different environment.

10.5.2 When making involuntary transfers, administrators shall take the following factors into consideration in making their final decision:

- Length of service of the unit member in the District, at a particular grade level or assignment, or at a school site.
- Teachers assigned to combination classes.
- Team dynamics and ability to work effectively in collaboration.
- Prior involuntary transfer history.
- Consideration of individual preferences.

10.5.3 Unit members who are notified that they are to be involuntarily transferred may, within ten (10) days of receipt of the notice of involuntary transfer, request the reasons in writing for the involuntary transfer. The District

shall provide the reason(s) in writing within ten (10) days of receipt of the request.

10.5.4 Unit members who are classroom teachers shall not be involuntarily transferred more than once during two (2) consecutive school years.

10.5.5 Notice shall be given of involuntary transfer as soon as possible.

10.5.6 No unit member shall be involuntarily transferred or reassigned arbitrarily or capriciously.

10.6 Involuntary Transfer or Reassignment Compensation

10.6.1 Unit members who are involuntarily transferred or reassigned within three (3) duty days prior to the first student day of school, or any time after the beginning of the school year, shall receive two (2) release days or a stipend equivalent to two (2) days at their daily rate of pay.

10.6.2 A maximum of three (3) who are on a team that receives an involuntarily transferred or reassigned teacher within three (3) duty days prior to the beginning of the school year, or any time after the beginning of the school year, and who volunteer to assist the new team member shall be provided a stipend equivalent to one (1) day at their daily rate of pay in order to prepare with the new team member. The provisions of this section shall also apply to teams that add a new teacher hired from outside the school district within the specified time periods.

10.7 Unit members may not be reassigned more than once during (2) consecutive years.

10.8 Unit members returning from leave shall be assigned a position in accordance with the provisions of Article 10.

10.9 The District agrees to make a good faith effort to limit the number of assignment location changes within a site. ("Assignment location change") is defined as the physical relocation from one room to another.

10.10 The District shall provide assistance in moving a unit member's materials whenever a unit member is transferred/reassigned for any reason.

Article 11 - Evaluations

- 11.1 It is recognized that a system of periodic evaluation is essential to assist teachers in developing competency and in realizing their potential. It is further recognized that information gathered through periodic evaluations will enable Board of Trustees decisions, for which a unit member's competence is relevant, to be made in a just and equitable manner.
- 11.2 Probationary and temporary unit members shall be evaluated each school year. Permanent unit members shall be evaluated every other school year. Those unit members receiving a "needs improvement" may be evaluated every year. If a unit member is scheduled to be evaluated during a particular school year, but is granted a leave of absence for eighteen (18) weeks or longer, such evaluation shall take place during the first year of return to duty.
- 11.3 Unit members to be evaluated during a particular year shall be furnished a copy of the evaluation procedures, advised of criteria upon which the evaluation is to be based, and notified of the identity of their evaluator no later than October 15 of the year in which the evaluation is to take place.
- 11.4 The unit member being evaluated and the evaluator shall meet no later than October 15 to discuss objectives and standards to be achieved during the evaluation period.
- 11.5 In the event of a disagreement over the objectives, standards and/or evaluation schedule, the unit member and evaluator shall:
 - 11.5.1 Make a good faith effort to resolve the difference themselves.
 - 11.5.2 If the disagreement persists, the parties may invite a mutually agreed upon third party to assist in resolving the difference. The third party shall recommend alternatives to the unit member and evaluator.
 - 11.5.3 If either the unit member or evaluator rejects the proposed alternatives, each shall have the opportunity to state their position on the matter(s) in dispute and to have a written statement attached to the evaluation form.
 - 11.5.4 The unit member shall have the right to identify any constraints which the unit member believes may inhibit his/her ability to meet the objectives and standards established.
- 11.6 During the course of the evaluation period, circumstances may change which require modification of the original objectives and standards. The unit member

may initiate a change of these objectives and standards in a manner prescribed in section 11.4 above.

- 11.7 The evaluation process shall include the following activities:
- 11.7.1 Classroom observations shall last at least thirty (30) minutes. One (1) mutually planned observation shall be conducted for each evaluation cycle for all permanent unit members and two (2) for probationary unit members and shall be followed by a conference with written feedback within ten (10) days. Any observation in addition to those specified in this article should be beneficial and of value to both evaluator and the unit member being evaluated. Such observations must not be detrimental to instructional process.
 - 11.7.2 A unit member who receives a negative evaluation shall, upon request, be entitled to additional classroom observations, evaluation conferences, and written evaluations. Such entitlement includes a pre-observation conference.
 - 11.7.3 The immediate supervisor shall meet with first-year probationary employees by February 1, or no later than the midpoint of the unit member's instructional year. At this meeting, the immediate supervisor shall review the unit member's performance in the first semester and inform the unit member whether any problems were noted that could result in the unit member being denied permanent status. If any such problems are identified, the immediate supervisor shall provide the unit member, at this meeting, with a written assistance plan (see 11.7.4) designed to allow the unit member to make the improvements necessary to attain permanent status. If problems persist that could result in the unit member being denied permanent status, the unit member shall again be provided with a written assistance plan (see 11.7.4) designed to allow the unit member to make the improvements necessary to attain permanent status.
 - 11.7.4 In the case of negative evaluation(s), or if any problems are noted, the evaluator shall take positive action to develop a written assistance plan which will assist the unit member in correcting any cited deficiencies. The evaluator's role to assist the unit member shall include, but not be limited to, the following:
 - 11.7.4.1 Specific recommendations for improvement.
 - 11.7.4.2 Direct assistance to implement such recommendations.

- 11.7.4.3 Provision of additional resources, without cost to the unit member, to be utilized to assist with improvements.
- 11.7.5 In preparing the final evaluation form for placement in the unit member's personnel file, the evaluator shall rely primarily upon data collected through classroom observations and evaluation conferences. Unsubstantiated statements shall not be included in the evaluation.
- 11.8 A unit member shall not be evaluated on or held accountable for any aspect of the educational program over which the unit member has no authority or ability to correct deficiencies.
- 11.9 A final evaluation conference between the unit member and evaluator shall be held no later than thirty (30) days prior to the end of the teacher work year to discuss the content of the final evaluation form. In the event the unit member disputes the content, the unit member may prepare a written statement, which shall be attached and incorporated into the final evaluation. The final evaluation form shall contain only ratings of "satisfactory," "needs improvement," and "unsatisfactory."
- 11.10 Unit members shall not be required to participate in the evaluation of other unit members.
- 11.11 Responsibility for the collection and determination of necessary data shall be determined mutually between the evaluator and the unit member being evaluated. This data will verify the accomplishment of performance objectives. The following are options:
- Structured observations (announced and unannounced)
 - Evaluation by other administrators
 - Services provided to others in the District (workshops conducted, advising committees, study groups, task forces)
 - Other documentation provided by the unit member
 - Other evaluation techniques generally accepted by the profession
- 11.12 The performance objectives established at the initial conference may be revised upon the request of the unit member with the agreement of the evaluator. Some of the factors, which might lead to requests for revision of performance objectives, are:
- Change in the composition of the class
 - Students improperly assigned

- Class reorganization
 - Evidence that objectives are not suitable for the class
 - Exceptionally poor student attendance patterns
 - Inadequate instructional facilities, equipment, supplies or materials
 - Significant change in class size
 - A significantly large number of students with major learning disabilities and/or health problems
 - Prolonged teacher absence
- 11.13 The evaluation of unit members pursuant to this Article, shall not include or be based upon the following:
- 13.13.1 The personal life or lifestyle of a unit member, his/her personal opinions, and scholarly, literary, or artistic endeavors
- 13.13.2 Intercoms and television cameras used for communications and monitoring safety conditions shall not be used for the purpose of evaluation, discipline, or discharge of the unit member
- 11.14 Association representative(s) may be present at meetings described in this Article.
- 11.15 A committee composed of two (2) teachers appointed by the Association and two (2) management employees appointed by the District shall develop the evaluation documents necessary to implement this Article which shall become part of this Agreement. *(The evaluation forms are attached to this contract as Appendices 2-5.)*

Article 12 - Personnel File

- 12.1 There shall be a single personnel file for each unit member. Personnel files shall be kept in the central administrative office of the District.
- 12.2 Access to the files shall be limited to the unit member, persons authorized in writing by the unit member, authorized District personnel or by court order. Records shall be maintained with the personnel file indicating purpose, date, and identification of person(s) to whom the file was released.
- 12.3 Materials in the personnel file of a unit member shall be made available for inspection by the unit member involved with prior notification. Unit members shall have the right to inspect and obtain a copy of personnel file materials upon request. Upon authorization by the unit member, an Association representative may review the unit member's file or accompany the unit member in his/her review of the file.

- 12.4 Information of a derogatory nature shall not be entered or filed unless and until the unit member is given an opportunity to review and comment thereon. A unit member shall have ten (10) days to enter, and have attached to any such alleged derogatory statement, his/her own comments thereon.
- 12.4.1 If the unit member alleges that the material is false and/or unsubstantiated, he/she shall meet informally with the individual attempting to enter the alleged derogatory statement to attempt to resolve the disagreement.
- 12.4.2 Failing to reach a mutual resolution, the unit member may request a review committee composed of two representatives selected by the bargaining unit and two management unit members to resolve the dispute about the validity of the material. This committee shall convene within thirty (30) working days of a written request by the unit member.
- 12.4.3 In the event the District fails to comply with the provisions of this section, such material shall not be allowed as evidence in any disciplinary or dismissal action against the unit member or used by the District in any grievance filed by the unit member.
- 12.5 All material placed in a unit member's personnel file shall be dated and signed by the person who caused the material to be prepared. The unit member must receive a copy of the material within ten (10) days of the date the document was prepared and has ten (10) days to respond in writing. Documents in the personnel file shall be added in a timely fashion and in no circumstances shall material be added that has not been discussed with the unit member within three (3) months of the event. Documents shall not reference events or disciplinary actions that occurred more than twelve (12) months prior to the preparation of the documents entered into the personnel file.
- 12.6 Derogatory material remaining in a unit member's file for a period of three (3) years shall be removed from the file at the unit member's written request.
- 12.7 Anonymous materials shall not be placed in the personnel file.

Article 13- Professional Responsibilities/Hours of Employment/Duty

13.1 Professional Responsibilities

The unit member has the responsibility to perform the following core professional duties:

- Back to School Night
- Class placement process
- Duty supervision
- Enrichment teacher collaboration
- 504 meetings for a student in the bargaining unit member's class
- Grade level team collaboration
- Grade student work
- IEP meetings for a student in the bargaining unit member's class
- Maintain teacher web page
- Open House
- Parent communication
- Parent/Teacher Conferences
- Participate in one school site committee per Article 13, section 13.5.1 of this agreement
- Prepare report cards
- Room Parent/volunteer collaboration
- Specialist collaboration (RSP, SDC, OT, APE, SLP)
- SST meetings for a student in the unit member's class
- Staff meetings per contract
- Wednesday district/site meetings

13.2 Workday:

- 13.2.1 A unit member's workday shall be seven (7) hours, which includes a duty free lunch of at least forty-five (45) consecutive minutes. Rainy day/minimum day lunch shall consist of at least thirty (30) consecutive minutes of duty free obligations. Unit members may leave campus during their duty free lunch.
- 13.2.2 Daily hours of employment for unit members shall begin at 7:45 a.m. and end at 2:45 p.m. unless released earlier by their supervisor. Association officers and faculty site representatives shall be permitted to leave the work site following the end of the instructional day to attend Association activities. The Association shall notify the District of these dates.
- 13.2.3 The length and number of student recesses shall be mutually determined by the faculty and the principal at each site with the final approval of the bargaining unit and the District Superintendent.
- 13.2.4 The length of the instructional day shall be mutually determined by the bargaining unit and the District Superintendent.

- 13.2.5 Unit members shall be excused from school at the end of the instructional day on any regular school day preceding a Board approved holiday after meeting any scheduled duty responsibility.
- 13.2.6 Faculty meetings shall be held on no more than two Tuesdays per month. Faculty meetings shall not extend more than forty-five (45) minutes past the end of the regular duty day. The District agrees not to schedule any District inservice on Tuesdays after the regular instructional day has been concluded.
- 13.2.7 As a result of extending the instructional day Monday through Friday (Time-Banked Minutes), the District will implement a modified student instructional schedule on Wednesdays during the school year. The modified schedule will provide for Professional Development/Professional Learning Communities (PLC) work from 12:45 p.m. until 2:45 p.m. on the first and third Wednesdays of each month.

PLC time will include a combination of:

- Grade-level/Specialist Collaboration
- Vertical Teaming
- School-wide collaboration

- 13.2.7.1 The school site principal and PLC teams may develop opportunities for additional PLC time as needed utilizing ideas such as, but not limited to, a cross-grade level buddy system, assemblies, and substitute release time.
- 13.2.7.2 As a result of extending the instructional day Monday through Friday (Time-Banked Minutes), the second, fourth, and fifth Wednesdays of each calendar month, the unit member's duty day ends at 12:45.
- 13.2.7.3 The District will attempt to schedule cross-District committee meetings that make use of teachers who are paid stipends on the second, fourth and fifth Wednesdays of each month. (Examples of stipend committees are curriculum content committees.)
- 13.2.7.4 Special Education job-related meetings may be scheduled on the first and third Wednesdays of each month as needed. Special Education teachers will participate in the grade level and site/District staff development/professional development as assigned

by the site principals and coordinated with the Director of Pupil Services.

13.3 Planning Time

Unit members shall be provided with planning time as detailed in Article 18, Section 18.2 of this Agreement.

13.4 Parent-Teacher Conference/IEP Meetings

13.4.1 Parent-Teacher Conferences shall be held on minimum days.

13.4.2 Unit members who work in a general education setting shall have appropriate prior notice for all IEP meetings in which they are involved. Attendance for general education teachers at an IEP meeting shall not extend more than one hour beyond the duty day.

13.4.3 Unit members who attend legally-mandated IEP meetings that extend more than one (1) hour beyond the duty day shall be compensated at the District extra hourly rate.

13.5 Adjunct Duties

13.5.1 Unit members will be required to serve on one site committee per year. Site committee obligations may require work beyond the normal work day, not to exceed five (5) hours per school year. Site Committee obligations requiring additional work beyond five (5) hours per school year will be compensated at the District extra hourly rate of pay.

13.5.2 Administrators will make a good faith effort to assign adjunct duty in a manner that is equitable to staff members.

13.5.3 Unit members shall be required to perform no more than the equivalent of seventy five (75) minutes of playground, bus or recess supervision duties per school week.

13.5.3.1 Unit members assigned to the following special education positions perform daily duty by serving their caseload and will not be required to serve on the site duty schedule except as provided in section 13.5.3.2:

Adapted Physical Education Specialist
Autism/Behavior Specialist
Resource Specialist

School Psychologist
 Special Day Class Teacher
 Speech/Language Pathologist

13.5.3.2 Resource Specialists at a single site may be inserted into the duty schedule during conference weeks to help alleviate the duty load for general education teachers. Site administrators will oversee the assignment of this duty.

13.5.4 Unit members may volunteer to serve on District level committees. Unit members who serve on District level committees outside of the work day will be compensated at the District extra hourly rate or receive a stipend.

13.5.5 With prior administrative approval, unit members who participate in activities beyond the work day will be compensated at the District hourly rate or receive a stipend. Such activities may include sixth grade camp and field trips.

13.6 Work Year

The work year for unit members shall be one hundred eighty four (184) days consisting of one hundred eighty (180) student attendance days and four (4) days for teacher preparation. A minimum of two (2) full days for the four (4) teacher preparation days shall be provided at the beginning of the school year without administration or faculty meetings.

13.6.1 The District shall provide unit members with up to the equivalent of two (2) optional paid work days for staff development at the per diem rate for each school year when the California Department of Education (CDE) awards funding that is specific and restricted for staff development.

Article 14 - Safety Conditions of Employment

14.1 Unit members shall not be required to work under hazardous conditions or to perform tasks that may endanger their health or safety. The requirements for safe working conditions are established and maintained under the California Occupational Safety and Health Act (CAL/OSHA).

14.2 Unit members have a responsibility to advise the District immediately of any condition, which a responsible person would consider unsafe. The District has a responsibility to respond and remedy in a timely manner.

- 14.3 Unit members, acting within the scope of their duties and responsibilities, may exercise the amount of physical contact reasonably necessary to insure safety of unit members and pupils. Under such circumstances, an employee must exercise reasonable judgment and must act and react in a prudent manner.
- 14.4 Unit members shall immediately report cases of assault, injury, or threatening behavior suffered by them in connection with their employment to their principal or immediate supervisor, who shall immediately investigate and take appropriate action, which may include a report of the incident to the police. Such notification shall immediately be forwarded to the Superintendent. The principal will consult with the offended teacher to address the teacher's concerns during the investigative process. The Superintendent/principal shall comply with any reasonable, legal request from the unit member for information in the possession of the District relating to the incident or the persons involved and shall act in appropriate ways as liaison between the unit member, police and courts.
- 14.5 The District shall compensate unit members for work related medical and property loss due to assault, accident, vandalism, or theft.
- 14.5.1 The District shall reimburse unit members up to \$1,000 for the repair or replacement of work related personal property not covered by the member's own personal insurance. The equipment or property must be verified annually by the member's supervisor as necessary to the instructional program. The District will not be responsible for unverified equipment.
- 14.6 The District shall provide support, which may include counseling, legal, and other assistance as appropriate, to unit members who may be assaulted while in performance of their duties.
- 14.7 The District shall take appropriate action against a pupil if a unit member's person or property is injured or damaged by the willful misconduct of the pupil that occurs during the course and scope of employment.
- 14.8 The District shall inform and train unit members in safety procedures. The District will publish and make available a handbook, which will contain policies including, but not limited to: general safety procedures, emergency plans and procedures, self-protection, sexual harassment, and crisis management.

Article 15 – Leaves

- 15.1 Personal Illness and Injury Leave

- 15.1.1 Unit members employed on a full-time basis shall be entitled to accumulate ten (10) days per school year of sick leave available to the unit member from the first day of each year. Sick leave may be used by the unit member for personal illness or injury. Sick leave that is not used shall accumulate from year to year without limit.
- 15.1.2 Unit members who work less than full-time and/or who work on extended work year shall be entitled to accumulate and use sick leave for all such service at a rate that is in the same proportion to the full-time entitlement as their part-time employment bears to full-time employment.
- 15.1.3 The District shall provide each unit member with an accounting of the number of days of sick leave he/she has accumulated, plus the number of days to which the unit member is entitled for the current school year on their monthly paystubs.
- 15.1.4 Upon exhaustion of all accumulated sick leave, a unit member who would otherwise qualify for sick leave under the provisions of this article shall receive, for up to one hundred (100) days, the difference between his/her pay and the amount actually paid a substitute, or if no substitute has been employed, the amount that would be paid a substitute, or fifty (50) percent pay, which ever is greater.
- 15.1.5 Unit members may use accumulated sick leave as set forth in this Article for disabilities caused by pregnancy, miscarriage, or childbirth, and recovery there from. The length of such sick leave including the date that the leave is to begin and the date that the duties are to be resumed shall be determined by the unit member's physician, who shall provide the District with written confirmation of disability.
- 15.1.6 If a unit member is absent for a half-day (1/2), one-half (1/2) day of sick leave will be deducted.

15.2 Personal Necessity Leave

- 15.2.1 Accumulative leave which is credited under sick leave in this Agreement may be used, at the unit member's election, for purpose of personal necessity provided that use of such personal necessity leave does not exceed ten (10) days in any school year. There shall be no accumulation from year to year of such days. When the ten (10) days are exhausted and more time is needed, the unit member may petition the Superintendent for an extension.

15.2.2 Personal necessity leave shall be granted to a unit member for the following reasons:

15.2.2.1 Death or serious illness of a member of a unit member's immediate family

15.2.2.2 Accident or incident involving the unit member's personal property, or the personal property of a member of the unit member's immediate family that requires the unit member's absence from work

15.2.2.3 Appearance in court as a litigant

15.2.2.4 The birth of a child making it necessary for a unit member who is the father of the child, or the adoption of a child making it necessary for a unit member who is an adopting parent of the child, to be absent during the assigned hours of service

15.2.2.5 Under circumstances which are serious in nature, involving requirements which the unit member cannot be reasonably expected to ignore, and requires the attendance of the unit member during working hours such as:

- Marriage of an immediate family member
- Other serious family responsibilities

15.2.2.6 Religious Observance Leave for members of religious faiths to attend services in their places of worship

15.2.3 Personal necessity leave shall **not** be used for:

- Pursuit of business, financial, or economic interest of the unit member
- Recreation
- Vacation

15.2.4 Advanced notice of taking personal necessity leave except in an emergency shall be given by the unit member to the unit member's immediate supervisor.

15.3 Bereavement Leave:

15.3.1 Each unit member is entitled to a leave of absence, not to exceed three (3) days, or five (5) days for in-state travel if travel one (1) way exceeds four hundred (400) miles, or five (5) days if out-of-state travel is required, on account of death of any member of the unit member's immediate family. No deduction shall be made from the salary of such unit member nor shall such leave be deducted from other leaves.

15.3.2 For purpose of this provision, an immediate family member is defined in Article 2.15 of this agreement.

15.4 Pregnancy Disability Leave

15.4.1 Unit members are entitled to use accumulated sick leave for disabilities caused, or contributed to, by pregnancy, miscarriage, childbirth and recovery thereafter on the same terms and conditions governing leaves of absence from other illness or medical disability.

15.4.2 Such leave shall not be used for childcare, child rearing or preparation for child rearing.

15.4.3 The length of such disability leave including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician. The unit member shall provide a written confirmation from the physician of the disability.

15.5 Family/Unpaid Maternity/ Child Rearing Leave:

Family/Unpaid Maternity/Child Rearing leave shall be supplied in accordance with The Federal Family Medical Leave Act (FMLA) and the California Family Rights Act of 1991. (*See Board Policy 4017.*)

15.5.1 Family Care and Medical Leave (FMLA) are separate and distinct from disability leave for pregnant unit members. Pregnant unit members may be entitled to a disability leave or an extended unpaid leave of absence in addition to FMLA as set forth in Article 15.4.

15.5.2 If the leave is requested for foster placement, adoption, or birth of a child, and both parents are unit members of the District, the total amount of FMLA for both parents is limited to twelve (12) weeks.

15.5.3 Eligible unit members shall request such leave as soon as possible prior to the date on which the leave is to begin. Such request shall

be in writing and shall include a statement as to the dates the unit member plans to begin and end the leave.

15.5.4 The determination as to the date on which the leave shall begin and the duration shall be by mutual agreement between the unit member and the Superintendent or his/her designee.

15.5.5 There shall be no change in employment status for this leave.

15.5.6 If a unit member on leave for child bearing or child rearing experiences a miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment. If there is a vacancy for which a unit member is qualified, assignment will be made as soon as reasonable.

15.6 Industrial Accident/Work-Related Disability Leave:

The District's liability is limited to the minimum requirements mandated by Education Code section 44984.

15.6.1 Unit members are entitled to Industrial Accident/Work-Related Disability Leave not to exceed sixty (60) days in any one (1) fiscal year for the same accident.

15.6.2 The District may have the unit member examined by a physician at the District's expense. At the election of the unit member, his/her own licensed physician may perform an Industrial Accident examination, provided that the unit member's physician is on file with the District at least six (6) months prior to the time of the injury.

15.6.3 When all available leaves of absences, paid or unpaid, have been exhausted and if the unit member is not medically able to assume the duties of the unit member's position, said unit member shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months, unless the unit member has retired.

15.6.4 Industrial accident or illness leave will commence on the first day of absence.

15.6.5 Payment for wages lost on any day shall not, when added to an award granted the employee under the worker's compensation laws of this State, exceed the normal wages for the day.

- 15.6.6 Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under worker's compensation.
- 15.6.7 Allowable industrial accident or illness leave shall not be accumulative from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- 15.6.8 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used. However, if a unit member is receiving worker's compensation, the unit member shall be entitled to use only so much of the accumulated compensation time, vacation or other available leave which, when added to the worker's compensation award, provide for a full day's wage or salary.
- 15.6.9 Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the state.
- 15.7 Judicial Leave:
 - 15.7.1 Unit members shall be provided leave for regularly called jury duty and to appear as a witness in court, other than a litigant, for reasons not brought about through the misconduct of a unit member.
 - 15.7.2 Subject to the provisions below, the unit member shall receive regular earnings from the District and shall transmit to the District all fees, exclusive of mileage received for jury service.
 - 15.7.3 As a matter of general policy, the District does not normally encourage unit members to seek exemption from or postponement of jury duty. If the unit member wants to postpone jury duty to the summer, he/she will receive the substitute's rate of pay plus fees for jury duty service. The unit member shall provide evidence of postponement and jury duty served to the district.
 - 15.7.4 A unit member on jury duty leave for 18 weeks or less shall be entitled to return to the same assignment held at the time such leave commenced, unless such assignment had been discontinued, in which case the unit member shall be entitled to a comparable position. A unit member on judicial leave for more than eighteen (18) weeks shall be entitled to return to an assignment comparable

to the assignment held at the time such leave commenced. In any case, the assignment of the unit member upon return to work shall be comparable to that held at the time judicial leave began.

15.8 Personal Leave:

The unit member may use two (2) of his/her ten (10) annual sick days for personal leave to care for those obligations and personal needs, which cannot be met outside of school hours.

15.9 STRS Disability Leave:

15.9.1 A unit member receiving a disability allowance from the State Teachers Retirement System (STRS) shall be placed on an unpaid leave status for a period not to exceed thirty-nine (39) months. At the end of the thirty-nine (39) month period, the unit member's employment right will end.

15.9.2 During the thirty-nine (39) month period, if the STRS determines that the disability no longer exists, the unit member will be returned to regular status upon request by the unit member. The unit member shall be returned to a teaching vacancy, if certificated for the position, as soon as it exists, but no later than the beginning of the next school semester.

15.10 Fringe Benefits While on Unpaid Leave (As stated by Federal COBRA Law):

The District shall provide to all unit members on unpaid leave the existing fringe benefits package provided that the unit members on leave reimburse the District for the cost.

15.11. Military Leave:

Unit members shall be allowed military leave, subject to the provisions of applicable federal and state law.

15.12 Graduate Study Leave:

15.12.1 A graduate study leave is a non-paid leave of absence which may be granted to a unit member to pursue a program of graduate study of six (6) or more units per semester or the equivalent in an accredited institution of higher learning. Correspondence or internet courses do not qualify.

15.12.2 Unit members must hold permanent status in the District to be eligible.

- 15.12.3 This leave may be granted for a minimum of eighteen (18) weeks or a maximum of thirty-six (36) weeks.
- 15.12.4 No salary will be paid by the District to a unit member on a graduate study leave of absence.
- 15.13 Unpaid Leave of Absence:
 - 15.13.1 A leave of absence, (up to twelve [12] months), without pay, may be granted by the Board upon the recommendation of the Superintendent.
 - 15.13.2 Unit members granted a leave of absence shall notify the District in writing no later than February 1 whether or not they will be returning from said leave. Notification to District shall be by certified mail, return receipt requested.
- 15.14 Catastrophic Leave Bank

The District shall provide a catastrophic leave program.

 - 15.14.1 The term “catastrophic illness” or “injury” is defined as:
an illness or injury that is expected to incapacitate the receiving unit member for an extended period of time; or that incapacitates a member of that employee’s immediate family, which incapacity requires the unit member to take time off from work for an extended period of time to care for that family member and taking extended time off work creates a financial hardship for the unit member because he/she has exhausted all of his/her sick leave and other paid time off.
 - 15.14.2 Unit members may voluntarily choose to donate up to two (2) sick leave days per year for catastrophic illness or injury. No unit member may donate more than one (1) sick leave day to the same receiving unit member in any given school year. All of the following requirements must be met:
 - 15.14.2.1 Unit member who is, or whose family member is, suffering from a catastrophic illness or injury has requested, in writing, that eligible sick leave days be donated and provides verification of the catastrophic injury or illness that is acceptable to the District. Such verification shall include appropriate documentation from a licensed, practicing physician who is treating the employee or family member.

- 15.14.2.2 The District has determined that the receiving unit member is unable to work due to the unit member's or his/her family member's catastrophic illness or injury.
- 15.14.2.3 The receiving unit member has exhausted all of his/her accrued paid sick leave.
- 15.14.2.4 The donating unit member has at least eleven (11) accrued, but unused, sick leave days at the time of donation.
- 15.14.2.5 All transfers of eligible sick leave days are irrevocable.
- 15.14.2.6 The receiving employee shall be compensated for the transferred days at his/her own rate of pay, without regard to the rates of pay of the donating employees. Any unused transferred sick leave days shall be returned to the donating unit members subject to established random drawing procedures.
- 15.14.7 A unit member may request up to thirty (30) days of donated sick leave in any school year. Once the thirty (30) days of donated sick days have been utilized, the unit member may request an additional thirty (30) day renewal following the initial request, subject to the same eligibility requirements of the initial leave request. Following the renewal request, the District will no longer accept any further donations for the receiving unit member.

If fewer than thirty (30) days of sick leave benefits are donated to meet the initial request, and if fewer than thirty (30) days of sick leave are donated to meet the renewal request, then the employee shall receive no more than the number of days that were actually donated. The unit member shall be entitled to use donated sick leave only while the employee remains unable to work due to the catastrophic illness or injury.

Article 16 - Early Retirement

Unit members who meet eligibility criteria shall have the following options when considering early retirement from the District:

- 16.1 An eligible unit member who retires from active service under the State Teachers' Retirement System provisions, and his/her spouse, may continue on the District's health, dental, and vision plans until age 65 at District expense consistent with District payment for current employees.
 - 16.1.1 To be eligible, an employee must:
 - 16.1.1.1 Be employed by the Del Mar Union School District at the time of application
 - 16.1.1.2 Be at least 55 years of age
 - 16.1.1.3 Have completed the required years of full-time service in the Del Mar Union School District by the following ages:
 - 16.1.1.3.1 Age plus years of full-time service must equal 75 (rule of 75) through age 64 with a minimum retirement age of 55. For example, if a unit member retires at age 55, then he/she must have completed 20 years of full-time service, etc.
 - 16.1.1.4 Not be on any disability retirement
 - 16.1.1.5 Be ineligible for reasonably comparable health benefits through any other employer
 - 16.1.2 The unit member shall notify the Superintendent by February 1 of his/her intent to take early retirement. Extenuating circumstances preventing the unit member from meeting the February 1 deadline shall be considered at the discretion of the Board, the Superintendent, and DMCTA.
 - 16.1.3 The unit member shall follow procedures established by the District to implement this early retirement health insurance plan.
- 16.2 The District may award eligible early retirees part time consultancy contracts that have been negotiated with the bargaining unit.
 - 16.2.1 A unit member shall request from the Superintendent information regarding possible part-time consultancy contracts by February 1.

- 16.2.2 Compensation for the consultancy contract shall not exceed the maximum amount currently allowed under the STRS provision of the law in any one fiscal year. The employee will submit quarterly or monthly reports detailing the hours worked and the duties performed.
- 16.2.3 Any consultancy contract may be renewed on an annual basis.
- 16.2.4 He/She shall be an employee and not an independent contractor. At the termination of an individual's consultancy contract, the individual may be reemployed by the District on a part-time basis in conformance with applicable law.
- 16.3 The Board at its discretion may adopt and implement in any year special one-time early retirement incentive programs.
- 16.3.1 In extenuating circumstances that negatively impact the District's educational program, the Board at its discretion may approve and implement a special early retirement agreement developed between the Superintendent and an individual unit member. Respecting confidentiality, appropriate communication regarding these circumstances may be communicated to a representative of the bargaining unit's Executive Board.

Article 17 - Professional Growth

The parties shall meet and negotiate a successor agreement to support professional development if there is a change in Education Code requirements for credential renewal.

Article 18 - Class Size

- 18.1 Maximum class size/caseload per bargaining unit member shall be the following:

Grades K - 3:	20	
Grades 4 - 6:	27	
Special Ed.:		
Resource Specialist:	28	(up to 32 with a waiver)
Special Day Class:	15	
Preschool Speech/Language:	40	
K-6 Speech/Language:	53	
Adapted Physical Education:	55	

- 18.1.1 Combination classes in grades kindergarten through sixth will have two less students than the maximum class size or grade-level average at a school site.
- 18.1.2 Caseloads for part-time special education unit members shall be determined by a pro-rata share comparable to the unit member's full-time equivalent (FTE) percentage.
- 18.1.3 Administration will make a good faith effort to equally balance students of all needs among classes and unit members.
- 18.2 Any unit member who teaches grades kindergarten through third grade or Special Education, or in a specialist enrichment program such as ESC, Technology, Music or Art, shall receive 120 minutes of planning time per week. Any unit member who teaches grades four through six shall receive 180 minutes of planning time during a normal five (5) day work week. The 120 and 180 minutes of planning time are understood to be part of the student instructional day. A good faith effort will be made to maintain the integrity of the planning time.
- 18.3 Any unit member who teaches grades four through six shall receive two (2) days of compensatory time to be used during the school year subject to the availability of a qualified substitute teacher. These two (2) days are not cumulative. Note: General Education Classes.
- 18.4 In addition to the five (5) minimum days already established during the fall and spring conference time period, any unit member who teaches grades four through six may request a substitute for the equivalent of one (1) or two (2) half days, within one (1) week before, during or within one (1) week after each conference period to conduct parent/teacher conferences. These days are not cumulative.
- 18.5 When the enrollment in a general education self-contained kindergarten through sixth grade classroom exceeds the maximum class size in Article 18 paragraph 18.1, the unit member shall receive a stipend of twenty (20) dollars a day per child over the maximum class size. The following relief procedures shall be implemented subject to mutual agreement of the grade level team and administrator:
- Twenty dollar a day stipend
 - Additional instructional resources mutually agreed upon by unit member and District
 - Other support strategies mutually agreed upon by unit member and District

- 18.5.1 When a unit member teaches a combination class in general education kindergarten through sixth grade, the following relief procedures shall be implemented:
- Two (2) additional paid days beyond the 184 contracted days for the purpose of planning and preparation at his/her per diem rate
 - .2 Full-time Equivalent (FTE) for grade level or class support
 - Provide additional instructional resources mutually agreed upon by affected grade-level teams and Administration
 - Other support strategies mutually agreed upon by affected grade-level teams and Administration
- 18.6 In the event that the State of California reduces or eliminates funding for the kindergarten through third grade Class Size Reduction (CSR) program, the Association and the District agree to re-negotiate the terms of Article 18 in a timely manner.
- 18.7 Both the District and the Association recognize the need to provide a free and appropriate public education for all children in the least restrictive environment. To achieve this goal, the District and Association agree to adhere to California Special Education law and all its provisions as currently written in code of California Regulations (CCR), Title 5, or its subsequent editions.
- 18.8 When the enrollment in a special education classroom/caseload exceeds the maximums set forth in paragraph 18.1, the following procedure shall be used:
- 18.8.1 The Specialist, his/her Principal and the Director of Pupil Services will communicate within ten (10) days of receipt of the appropriate form at the District office to determine mutually agreeable options to resolve the problem. The Over Class Size Notification for Special Education form is attached to this contract as Appendix 6 and must be completed by the special education teacher and sent to the District administrator when class sizes/caseloads exceed the limits set forth in paragraph 18.1. Special education teachers will receive a stipend when class size/caseload exceeds the maximum class sizes set forth in paragraph 18.1. Payment of stipends for special education teachers with excessive class size/caseloads will be authorized by the District administrator/Superintendent's designee after the District administrator/Superintendent's designee has reviewed the class list/caseload information described in Appendix 6. The special education teacher shall be paid a daily stipend until such time as the class list/caseload has been reduced to comply

with the class list/caseload maximums described in 18.1 or other options have been implemented that will resolve the problem.

Other options may include:

- The hiring of additional classified personnel on a temporary basis
 - Depending on circumstances and availability, classified personnel may include an Instructional Aide I, or a Speech/Language Pathology Assistant (Aide II)
- The hiring of additional certificated personnel on a temporary basis
- Contracting for services with a private provider on a temporary basis
- The hiring of a full-time substitute teacher on a temporary basis
- Providing the special education teacher with additional instructional resources mutually agreed upon by the teacher and District
- Providing the special education teacher with other support strategies mutually agreed upon by the teacher and the District
- Receipt of an excess class size/caseload stipend in lieu of any of the other six options described in 18.8.1.

18.8.2 If the class size/caseload remains above the maximum caseloads set forth in paragraph 18.1, then the special education teacher shall be paid a daily stipend until such time as the class size/caseload has been reduced to comply with the class size/caseload set forth in paragraph 18.1.

18.8.2.1 The daily stipend per each SDC student above the class size maximum of 15 students is \$20.

18.8.2.2 The daily stipend per each RSP student above the caseload maximum of 28 students is \$10.

18.8.2.3 The daily stipend per each unduplicated Speech/Language student above the caseload maximum of 53 students is \$10; the daily stipend per each duplicated Speech/ Language student above the caseload maximum is \$5.

18.8.2.4 The daily stipend per each unduplicated Adaptive P.E. student above the caseload maximum is \$10;

the daily stipend for each duplicated Adaptive P.E. student above the caseload maximum is \$5.

- 18.9 18.9 A general education teacher shall be provided a copy of a student's IEP/504 Plan one school day prior to the placement of an individual with special needs into his/her classroom given that the District has been informed by the new parent of the existing IEP/504 Plan.
- 18.10 When a SDC level support student is placed in a general education classroom for more than 50 percent of the day, this student shall be counted towards the maximum class size limit set forth in Article 18.1.

Article 19 – Salaries and Benefits

- 19.1 Salary
- 19.1.1 Certificated employees who are included in the bargaining unit shall be compensated according to the salary schedule titled "Group 3 – Regular Certificated" incorporated herein as Appendix 7.
- 19.1.2 Salaries for unit members will be paid in eleven equal installments beginning in August of each school year with the final payment being made at the end of June each year.
- 19.1.3 Unit members shall advance on the salary schedule based upon completion of a full year of experience. One-step advancement shall be granted for each full year of service that is completed. (A full year of service is defined as completion of 75% of the duty days for the work year.)
- 19.1.3.1 Part-time unit members shall advance one step on the salary schedule when the cumulative percentage of their full time equivalent (FTE) is equal to or exceeds 75% of a school year. For example, an individual who works two years at a 40% FTE would have a cumulative total of 80% over two years and would therefore qualify for step advancement on the salary schedule.
- 19.1.4 The maximum allowable initial salary schedule placement for newly hired unit members shall be step 5.
- 19.1.5 The hourly rate for extra assigned duties in curriculum writing shall be \$25.00 per hour; the hourly rate for extra assigned duties

conducting workshops, training, staff development activities and/or instructing students shall be \$27.00 per hour.

- 19.1.6 Unit members who volunteer to do noon supervision duty shall be paid an hourly rate of \$25.00 per hour.

19.2 Professional Growth for Salary Advancement Purposes

- 19.2.1 Credit shall be granted for the purpose of advancement on the salary schedule for the satisfactory completion of any upper division or graduate level course offered by an accredited institution, which can be justified by the unit member and is approved by the District.

- 19.2.2 Unit members shall request approval of courses that are intended for advancement on the salary schedule by completing a "Notice of Intention to Improve Professional Training" form. (The form is available on the District website.) The form should be completed and submitted to the site Principal well in advance of actual enrollment in the course to ensure that the course is acceptable for salary advancement credit.

- 19.2.3 Cases of disagreement as to whether or not salary credit will be granted will be reviewed by a panel composed of: 1) two (2) unit members appointed by the Del Mar California Teachers Association, and 2) the President and Clerk of the Board of Trustees. Final determination will be made by the Board of Trustees.

- 19.2.4 Credit for salary schedule advancement shall not be granted for any courses taken where any portion of travel or tuition is paid by the District.

- 19.2.5 In order to qualify for salary schedule advancement, verification of the completion of work must be received in the Human Resources Office no later than September 1 of the year in which the advancement is to occur.

- 19.2.5.1 An official transcript shall be submitted as soon as possible to verify the completion of work. A grade card or a written statement signed by the instructor may be used until a transcript is available.

- 19.2.5.2 The term "unit" on the salary schedule refers to a semester unit. A quarter unit is recorded as two-thirds of a semester unit.

- 19.2.6 Before the end of each school year, all returning unit members are responsible for informing the District Office of possible changes in the their salary placement.

19.3 Health and Welfare Benefits

- 19.3.1 Unit members shall be provided with medical, dental, vision and life insurance benefits. The maximum district contribution for all premiums for health/welfare benefits shall be \$8,818.00 (the District “cap”) annually. Any premium costs for health and welfare benefits that exceed \$8,818.00 will be the responsibility of the employee.
- 19.3.2 If a unit member selects a benefit package that exceeds the district cap, he/she will authorize a payroll deduction in the amount of the excess costs above the cap of the selected benefit package in order to reimburse the district for the additional costs of the selected benefit package.
- 19.3.3 Unit members who have been approved for shared teaching assignments for the school year will adhere to the health/welfare benefit options in Article 22 of this agreement.
- 19.3.4 The District shall make a good faith effort to provide unit members information regarding benefit rates at the earliest possible date.

Article 20 - Support for Beginning Teachers

The District shall participate in the North Coastal Consortium for as long as the state provides funding for the Induction program. If the District withdraws from the Consortium, the parties shall meet and negotiate a successor agreement to support beginning teachers.

Article 21 - Professional Rights

Unit members shall be provided freedom in instruction and discussion and may introduce any relevant materials provided that the presentation is a balanced representation, supporting District core curriculum/state standards, and is consistent with the State Education Code.

Article 22 - Shared Assignments

- 22.1 Permanent unit members who wish to participate in a shared assignment shall submit a written application for a shared assignment on an annual basis. The application shall include a detailed plan for sharing of duties, responsibilities, and health/ welfare benefits. In addition, the application shall contain a detailed calendar for the pertinent school year that specifies the days of service for each participant in the shared assignment. The application and plan shall be submitted to the school principal/supervisor by March 1, of the year proceeding the school year in which the applicants desire to participate in the shared assignment.
- 22.2 Unit members shall be notified of their shared assignment approval or disapproval by March 15, but the final site/grade level assignment for the team will be determined using the same procedures and timelines utilized for the District's full time teachers. If the principal/supervisor does not approve the application or plan, reasons for the disapproval shall be provided to the bargaining unit members in writing within a reasonable time. (Appeal Procedures Article 10.4.4).
- 22.3 Shared assignment team members shall share the maximum District contribution for health benefits as described in Article 19, section 19.3.1. of this agreement. The manner in which the District contribution is to be shared among the team members will be determined by the team members. The health benefit programs from which the team members may select is limited to those programs offered by the District at the time the shared assignment is in effect. In the event that a team member selects health benefit programs that exceed their share of the District contribution, the team member will authorize a payroll deduction for the premium amount that exceeds the District contribution. If a unit member does not choose to participate in the medical coverage offered by the district, he/she must provide proof of alternative medical coverage to the district.
- 22.4 A salary schedule increment shall not be granted to a unit member if they work less than 75% of one full year of service. As defined in the Ed. Code, a full year of service is 75% of a full time assignment (.75 x 184= 138 days). When a unit member meets the 75% or more full time equivalency he/she will receive a salary step increase at the start of the next fiscal year. Once the unit member earns his/her salary step increase, accumulation of full time employment hours toward the next step increase begins at zero. There is no carryover.
- 22.4.1 Teachers who participate in a shared contract who are eligible for the Masters Stipend will have the stipend prorated to the percentage of time they are responsible for the shared classroom. For example, a 50-50 job share between two teachers who each are eligible for a Masters Stipend will mean a 50% Masters Stipend for each teacher and an 80-20 job share between two teachers who are each eligible for a Masters Stipend will mean an 80% Masters Stipend for one and a 20% Masters Stipend for the other, and so on.

- 22.5 Unit members who wish to participate in a shared assignment will be required to request a leave of absence without pay, as described in section 15.13 of this agreement, for that portion of the school year during which they will not be working. Unit members who participate in a shared assignment shall be offered full-time employment in the event that the shared assignment will not continue the following school year. Unit members ending a shared assignment and returning to full time employment will be assigned to a position in accordance with the provisions of Article 10 of this agreement.
- 22.6 Unit members participating in a shared assignment shall be required to perform the complete range of adjunct duties required of a unit member in a full-time assignment.
- 22.7 The team member who is on duty at the time of the staff development/school business meetings shall provide the required essential information to the partner who is not on duty at the time.
- 22.8 Each job share participant will be eligible for up to 21 hours of “out of contract” pay (\$25/\$27 per hour). The hours will be recorded on an hourly timesheet and submitted to payroll for payment.
- 22.9 The number of shared assignments at each school site shall be limited to the following:
- 22.9.1 At school sites with an Assistant Principal, the total number of shared assignments shall be limited to four (4).
 - 22.9.2 At school sites without an Assistant Principal, the total number of shared assignments shall be limited to three (3).
 - 22.9.3 There shall be no more than one shared assignment per grade level at any school site; there shall be no more than one shared enrichment specialist position per school site.
- 22.10 The duration of a shared assignment shall be limited to no more than six (6) years; however, if the maximum number of available shared assignments in the district is not fully subscribed at the end of the sixth year of a shared assignment, the existing shared assignment team may apply for an extension of the same shared assignment arrangement for an additional six (6) years.

Article 23 - Substitutes

Students shall not be assigned to other classrooms during the absence of their regular teacher unless all other options have been exhausted.

Article 24 - Bargaining Unit Member Assignments

- 24.1 No unit member shall be subject to yearly teaching assignments other than those specified in his/her area of certification.
- 24.2 Unit members at each work site shall be notified in writing of extra-curricular opportunities available at that work site prior to those assignments being filled. The notice shall provide a time sequence and procedure for filling the assignments.

Article 25 – Peer Assistance Review (PAR)

The District shall participate in the Peer Assistance Review (PAR) program when the state provides funding for PAR. The parties shall meet and negotiate a successor agreement to support PAR when funding is available.

Article 26 - Site-Based Decision-Making

- 26.1 The Del Mar California Teachers Association and the Del Mar Union School District believe the goal of site-based decision-making is to increase autonomy and shared decision-making, as well as professional responsibility, authority, and accountability among all personnel. It is believed that the best way to facilitate the school and organizational change needed to improve education for children is to expand the involvement of those closest to the situation through joint planning and problem solving. It is agreed that consensus will be used to achieve the goals of site-based decision-making whenever possible.
- 26.2 School site proposals shall not contain any provisions contrary to, or in conflict with, any article or section of this Agreement unless specific waivers to such Agreement articles and sections are agreed to by the Association and the District. A waiver request requires a seventy-five percent (75%) majority vote of the unit members at a school site.
- 26.3 When a school site wishes to implement a site-based decision-making proposal that would require the waiving of any provision(s) of the Collective Bargaining Agreement between the Association and the District, the following steps shall be taken:
 - 26.3.1 The school site representatives shall send a letter to the Association and the District indicating which provisions of the Collective Bargaining Agreement may need to be waived in order to implement the plan.

- 26.3.2 The waiver shall be in effect for a maximum of one (1) year. The waiver can be renewed by following the same procedure outlined above.

Article 27 - Term

This Agreement shall become effective on July 1, 2010, and shall continue through June 30, 2013. Notwithstanding article 6.3, each year the parties may mutually agree to extend the contract by one year. Not later than July 1 of the year in which this agreement expires, the parties shall commence the meeting and negotiation process in accordance with applicable law. Agreements reached shall be in writing.

April 22, 2011

To: Board Members

From: Tim Asfazadour, Assistant Superintendent, Human Resources

Through: James Peabody, Superintendent

Subject: Agenda Item 11.3: Board Update, Supplemental Employee Retirement Plan

The Board of Trustees directed the Superintendent to move forward with offering all employee groups a Supplemental Employee Retirement Plan (SERP) through Keenan Financial Services at the February Board Meeting. The SERP is designed as a cost saving solution as well as a way to honor long-time District employees. The following is a breakdown by employee group of those who opted to participate in the early retirement program:

Certificated – 7
Classified – 8
Certificated Manager – 1

Based on the analysis provided by Keenan, the SERP will provide savings of approximately \$276,000 over a five-year period. Savings for the 2011-12 school year will be approximately \$109,000.

FISCAL IMPACT: **Cost Savings** – Approximately \$276,000 over a five year period
Program or Department- District wide
Is this a Restricted Program? No
Was this expenditure anticipated in the adopted budget? No
Will this Program or Department be over budget after this expenditure? No

RECOMMENDED: For information only. No action required.