CARDIFF SCHOOL DISTRICT
1888 Montgomery Avenue, Cardiff-by-the-Sea, California

REGULAR MEETING OF THE GOVERNING BOARD
AGENDA

WEDNESDAY, JULY 13, 2011 • 9:00 AM • PUBLIC MEETNG
CARDIFF SCHOOL AUDITORIUM
1888 MONTGOMERY AVENUE • CARDIFF-BY-THE-SEA, CA 92007

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 Cardiff School District, 1888 Montgomery Avenue, Cardiff.

In compliance with the American with Disabilities Act, if you need special assistance, disability-related modifications, including auxiliary aids or services, in order to participate in the public meeting of the district's governing board, please contact the office of the District Superintendent by sending a written request to the District Office at 1888 Montgomery Avenue, Cardiff-by-the-Sea, California, or by faxing the request to (760) 942-5831. Notification by letter or fax 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.

I. ORGANIZATIONAL ITEMS *Exhibit*

A. Call to order
B. Pledge of allegiance
C. Roll call
Ms. Gail Coakley, President
Mr. Andy Brown, III, Clerk
Ms. Nancy Orr, Member
Mr. Dave Clark, Member
Mr. Mark Whitehouse, Member
Ms. Jill Vinson, Superintendent

D. Approval of agenda for July 13, 2011
All items are action unless labeled information

E. Approve minutes from the regular meeting June 7, 2011 and ***A***
minutes from the special meetings of June 29, 2011 ***B***

II. HEARING SESSION

A. Public Comments *(The purpose of the Board meeting is to conduct the School Board's business in public. The Board welcomes and encourages public comments however Board members may not respond to comments during the public comment portion of the agenda. 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. Please hand your form to the secretary before the meeting. Presentations are limited to 3 minutes per person per topic. The total amount of time to be allowed on any item is fifteen minutes, unless the time limit is waived by a majority vote of the Board. The Board may 1) acknowledge receipt of the information; 2) refer to staff for further study; or 3) refer the matter to a future agenda).*
B. Cardiff Elementary Teachers Association
C. ELAC/DELAC
D. School Site Council
E. Cardiff SEA
F. School Reports
G. Reports on Workshops/Conference
H. Superintendent's Report

III. CONSENT CALENDAR

Items listed in the Consent Calendar are considered to be routine and are acted on by the Board in one motion unless members of the Board request specific items to be discussed or pulled. It is understood that the Superintendent recommends approval on all Consent Items. Each item of the Consent agenda approved by the Board shall be deemed to have been considered in full and adopted as recommended.

A. Approval of Current Business Items:
   1. Purchase Orders
   2. Commercial Warrants #12-919578 to #12-930119 $127,844 ***C***
   3. Payroll Warrants, June, 2011, $464,556

B. Approve Outdoor Education and Marine Science Floating Laboratory contracts for 2011-12 with SDCOE ***D***

C. Approve Independent Contractor Agreement between Cardiff School District and Rigoberto Martinez for landscape maintenance ***E***

D. Removal of items from Consent Calendar

E. Approval of Consent Calendar

IV. BUSINESS AND FINANCE

A. Budget Update ***(Information)***

V. GENERAL FUNCTIONS

A. Approve reestablishment of temporary contracts for six certificated for the 2011-12 school year

B. Approve project agreement between Cardiff School District and San Diego County Energy Authority JPA ***F***

C. Approve the elimination of Range 7 on Classified Salary Schedule and absorption of the position into Range 8, retroactive to 7/1/11

VI. FUTURE AGENDA ITEMS

VII. ANNOUNCEMENT: ADJOURNING TO CLOSED SESSION

A. Public Employment
   Position: Teacher

VIII. REPORT FROM CLOSED SESSION (If applicable)

IX. ADJOURNMENT OF MEETING

CARDIFF SCHOOL DISTRICT
1888 Montgomery Avenue
Cardiff-by-the-Sea, California

MINUTES
REGULAR MINUTES OF JUNE 7, 2011

The regular meeting of the Governing Board of the Cardiff School District was held on Tuesday, June 7, 2011 at the Cardiff School, 1888 Montgomery Avenue, Cardiff-by-the-Sea, California. President Coakley called the meeting to order at 5:32 p.m. and led Trustees and visitors in the pledge of allegiance.

Members present: Brown III, Clark, Coakley, Orr, Whitehouse

Members absent: None

Administrators present: Vinson, Parker, Kissell

Visitors: Cindy Hellmann, CETA
Trish d'Entremont, CETA
Megan Laurs, SEA
Keith Carter
David Reese

The agenda for June 7, 2011 was approved as presented.

MOTION: Brown
SECOND: Orr
CARRIED: 5:0

The minutes from the regular meeting of May 10, 2011 were approved as written.

MOTION: Brown
SECOND: Orr
CARRIED: 5:0

Hearing Session:

- Cindy Hellmann reported the tentative agreement between the Cardiff School District and the Cardiff Elementary Teachers Association, CTA/NEA 2011 – 2014 was accepted. Teachers are busy finishing up the year and looking forward to summer.

Hearing Session continued:

- Meghan Laurs reported SEA exceeded their fundraising efforts thanks to a $20,000 anonymous donation. There was a spring campaign to maintain reduced class sizes. The recurrent payment campaign is also going very well. Many pledge post cards have been returned. Tomorrow is the last meeting for the year. New officers will be voted in. Six returning officers and two new ones will be coming on board. The Honor Society Dinner is taking place on Thursday. The first Friday of the month movie night is going to continue through the summer. Meghan also explained that the SEA website and the Real Estate Partners Program are being revamped.
- Julie Parker reported the Open House was a great success. Thank you to Mark Whitehouse and Superintendent Vinson for visiting classrooms during Open House. Over 200 attended Grandparents Day, which coincided with the book fair. The La Jolla Symphony and Chorus Quintet treated students at both schools to a performance. Ms. Parker said teachers are busy with end-of-year performances, final assessments, ordering, and placements for next year. David Reese, the new special education teacher at Cardiff School, was introduced.
- Brian Kissell reported on an exciting event that took place at Ada Harris. U.S. Coast Guard pilot, the father of an Ada Harris student, flew his helicopter onto the field of the school field. The sixth graders had a Secret Service agent do a presentation. Mr. Kissell thanked Mark Whitehouse, Dave Clark, and Superintendent Vinson for accompanying him during the Ada Harris Open House. There are a lot of end-of-year activities taking place at Ada Harris, too. Fourth graders have their Gold Minining Day, third graders are performing their Going Buggy play, and fifth graders are also doing the American Dream play. Next week the choir will be performing on Thursday evening. Grade level placements, and ordering for next year will be taking place. Promotion is on Friday at 8:30 a.m.
- Trustees and other participants of the Yong Zhao 21st Century Learning workshop reported on what they learned. Trustees took turns sharing their thoughts.
- Mark Whitehouse reported on School Innovations & Advocacy budget May Revise workshop held at SDCOE he attended with Nancy Orr and Sandie Luehrs.
- Superintendent Vinson, Gail Coakley, and Sandie Luehrs attended the School Services May Revise budget workshop. They reported there was very little information that differed from what had been reported at previous board meetings.
- Superintendent Vinson thanked Jason Daniels and Meghan Laurs for a successful first year. She also expressed gratitude to SEA, Mission Federal Credit Union (who donated $500 toward the staff appreciation lunch), and to the restaurants that participated: Ki's, The Beach House, Rimel's, Cicciotti's, and newcomer Yogi's. The trim and doors have been painted at Cardiff and the façade of Ada Harris. Ms. Vinson will be repeating the 21st Century Learning and budget meeting for parents on Thursday. Also on Thursday she will be meeting again with Mike Nicholls from SDCOE regarding eligibility on the EJPA. The end-of-the-year district staff party will be held at Ms. Vinson's home on June 15th from 3 – 6 p.m. Leslie Packard's retirement will also be toasted. Sixth grade promotion is on June 17th at 8:30 a.m.

The consent calendar was approved as presented.

MOTION: Orr
SECOND: Brown
CARRIED: 5:0

The preliminary budget was reviewed and discussed.

The Declaration of Need for Fully Qualified Educators for the 2011-12 school year was approved.

MOTION: Whitehouse
SECOND: Brown
CARRIED: 5:0

General Functions, Item G was moved to this portion of the agenda to allow Trustee Whitehouse to be excused after the discussion.

A discussion took place about the best way to transition to paperless board packets.

Board Policy 3461, Fund Balance Policy was reviewed.

Resolution 10-11-21 authorizing closure of various funds was approved.

MOTION: Orr
SECOND: Brown
CARRIED: 4:0

Administrative Regulation 6154, Homework/Makeup Work was revised and approved.

MOTION: Orr
SECOND: Brown
CARRIED: 4:0

The Disclosure of Collective Bargaining Agreement (AB 1200) was approved.

MOTION: Orr
SECOND: Brown
CARRIED: 4:0

The Health and Welfare Benefit cap was approved to $4,870 for 2010-11 and $5,100 for 2011-12.

MOTION: Orr
SECOND: Brown
CARRIED: 4:0

The request from certificated employee #267-599 for a 20% leave of absence for the 2011-12 school year was granted.

MOTION: Clark
SECOND: Orr
CARRIED: 4:0

Future agenda items:

1. Paperless board packets

There being no other regular business to come before the Board, the meeting was adjourned to closed session at 6:47 p.m.

The meeting was reconvened at 7:14 p.m. President Coakley reported that no action was taken during the closed session. There being no other business to come before the Board the meeting was adjourned at 7:15 p.m.

Respectfully submitted,

_____ _____

Andy Brown, III, Clerk Jill Vinson, Superintendent

CARDIFF SCHOOL DISTRICT
1888 Montgomery Avenue
Cardiff-by-the-Sea, California

MINUTES
SPECIAL MEETING OF JUNE 29, 2011

The special meeting of the Governing Board of the Cardiff School District was held on Wednesday, June 29, 2011 at the Cardiff School, 1888 Montgomery Avenue, Cardiff-by-the-Sea, California. President Coakley called the meeting to order at 8:48 a.m. and led Trustees in the pledge of allegiance.

Members present: Brown III, Clark, Coakley, Orr, Whitehouse

Members absent: None

Administrators present: Vinson

No public comments.

The adoption of Board Policy 3461, Fund Balance Policy was approved with one correction.

MOTION: Brown
SECOND: Orr
CARRIED: 5:0

The Board approved establishing a Committed Fund Balance.

MOTION: Orr
SECOND: Whitehouse
CARRIED: 5:0

There being no other business to come before the Board, the meeting was adjourned at 9:00 a.m.

Respectfully submitted,

Andy Brown, III, Clerk

Jill Vinson, Superintendent

July 13, 2011
Exhibit A

CARDIFF SCHOOL DISTRICT
1888 Montgomery Avenue
Cardiff-by-the-Sea, California

MINUTES
SPECIAL MEETING OF JUNE 29, 2011

The special meeting of the Governing Board of the Cardiff School District was held on Wednesday, June 29, 2011 at the Cardiff School, 1888 Montgomery Avenue, Cardiff-by-the-Sea, California. President Coakley called the meeting to order at 9:00 a.m. and led Trustees in the pledge of allegiance.

Members present: Brown III, Clark, Coakley, Orr, Whitehouse

Members absent: None

Administrators present: Vinson

No public comments.

The public hearing regarding acceptance of the State Categorical Funds for 2011-12 was opened at 9:01 a.m. There being no speakers, the public hearing was closed at 9:02 a.m.

MOTION: Orr
SECOND: Brown
CARRIED: 5:0

The public hearing regarding adoption of the District 2011-12 budget was opened at 9:03 a.m. There being no speakers, the public hearing was closed at 9:04 a.m.

The proposed budget for 2011-12 was adopted.

MOTION: Orr
SECOND: Brown
CARRIED: 5:0

Plans for transitioning to paperless board packets were finalized. The Board authorized the purchase of iPads for this use.

Superintendent Vinson updated the Board on the meeting with Mike Nicholls from San Diego County Energy JPA regarding joining the consortium. Ms. Vinson explained that being part of the consortium is beneficial because it gives the district more purchasing power.

The Superintendent was given direction to present a project agreement between the San Diego County Energy Authority JPA and the Cardiff School District at the July board meeting. The Board will vote on the terms of the agreement at that time.

There being no other regular business to come before the board, the meeting was adjourned to closed session at 9:32 a.m.

The meeting was reconvened at 9:58 a.m. President Coakley reported that no action was taken during the closed session. There being no other business to come before the Board, the meeting was adjourned at 10:00 a.m.

Respectfully submitted,

Andy Brown, III, Clerk

Jill Vinson, Superintendent

2010-2011 Purchase Order Listing

Date	PO #	Fund	Resc.	Goal	Func.	Object	Loc.	Vendor	Description	Amt Paid
6/9	17915	3		1110	1000	4300	111	EDUCATORS PUB. SERVICE	WORDLY WISE 3000	$570.20
6/9	17921	3		1110	1000	4300	111	OFFICE DEPOT	PAPER & ENVELOPES	$159.04
6/9	17901	3		1110	1000	4300	222	LIBERTY PAPER	COPY PAPER	$1,281.08
6/9	17903	3		1110	1000	4300	222	BLICK ART MATERIALS	WATERCOLORS	$54.27
6/9	17688	3	0000-068	1110	1000	4300	222	DEVON AZZAM	REIMBURSE/GARDEN SUPPLIES	$35.53
6/13	17913	3		1110	1000	4300	111	SCHOOL SPECIALTY	WINDOW ENVELOPES	$17.86
6/13	17896	3		1110	1000	4300	222	SCHOOL SPECIALTY	INSTRUCTIONAL MATERIALS	$67.30
6/13	17904	3		1110	1000	4300	222	SOUTHWEST SCH SUPPLY	INSTRUCTIONAL MATERIALS	$316.96
6/16	17537	3	0800	1110	1000	4300	111	AMY SHIREMAN	REIMBURSE/GATE SUPPLIES	$32.59
6/16	17537	3		1110	1000	4300	111	AMY SHIREMAN	REIMBURSE/SCIENCE SUPPLIES	$91.41
6/16	17953	3		1110	1000	4300	222	NANCY BJORSTAD	REIMBURSE/BOOKS	$36.87
6/23	17917	3		1110	1000	4300	000	VIRCO INC.	TABLE	$149.64
6/23	17918	3		1110	1000	4300	000	K-LOG	LIBRARY BOOK UTILITY CART	$393.00
6/23	17926	3		1110	1000	4300	222	AMAZON.COM	GRAPHIC NOVELS	$78.33
6/20	17935	3			2420	4300	000	APPLE INC.	MACBOOK PRO & IMAC + MISC	$3,339.27
6/23	17922	3			2420	4300	111	SEHI COMPUTER PRODUCT	INK STICKS FOR PRINTER	$2,905.26
6/23	17933	3			2420	4300	222	SEHI COMPUTER PRODUCT	INK STICKS FOR PRINTER	$334.69
6/23	17941	3			2420	4300	000	PC MALL GOV	COMPUTER SOFTWARE	$225.00
6/9	17858	3			3160	4300	000	NCS PEARSON INC.	OLSAT8 PKG B BOOKLETS	$815.68
6/9	17553	3			7100	4300	000	ENCINITAS ROTARY CLUB	MEALS	$32.00
6/13	17907	3			7100	4300	000	SOUTHWEST SCH SUPPLY	DESIGN PAPER	$17.38
6/20	17450	3			7100	4300	000	JILL VINSON	REIMBURSE/SUPT. EXPENSES	$70.56
6/27	17957	3			7100	4300	000	SAN DIEGUITO TROPHY	CLOCK ETCHING FOR RETIREE	$27.19
6/9	17897	3			8200	4300	000	QUIET VOICE AUDIO	MICROPHONES	$1,286.28
6/16	17516	3			8200	4300	000	RANDY BROWN	REIMBURSE/WORK BOOTS	$150.00
6/23	17951	3			8200	4300	000	MISSION JANITORIAL	CUSTODIAL SUPPLIES	$218.81
6/27	17952	3			8200	4300	000	WAXIE	CUSTODIAL SUPPLIES	$837.00
6/9	17934	6	6300	1110	1000	4300	222	HORIZON COMPUTER	SERVICE AGREEMENTS	$860.00
6/23	17933	6	6300	1110	1000	4300	222	SEHI COMPUTER PRODUCT	INK STICKS FOR PRINTER	$2,058.56
6/27	17640	6	3313	5770	1110	4300	000	MIRANDA SHIELDS	REIMBURSE/TEACHING SUPPLIES	$169.21
6/9	17909	6	8150		8110	4300	000	ULINE	CHECKBOARD TAPE	$116.48
6/9	17326	6	8150		8110	4300	000	HOME DEPOT	CUSTODIAL SUPPLIES	$912.81
6/9	17434	6	8150		8110	4300	000	ARCO	GASOLINE FOR TRUCKS	$268.73
6/27	17944	6	8150		8110	4300	000	SHERWIN-WILLIAMS CO	PAINT & SUPPLIES	$1,251.58
6/9	17898	3	0000-068	1110	1000	4300-006	000	PELLETS, INC.	BARN OWL PELLETS	$241.00
6/16	17805	3			2420	4300-008	222	HIGHSMITH	LIBRARY SUPPLIES	$70.38

4000 BALANCE: $373,039 ACCUMULATED BALANCE: $236,630.54 REMAINING BALANCE: $136,408.46

6/16	17953	3	0800	1110	1000	5200	000	NANCY BJORSTAD	REIMBURSE/MOVIE TICKET	$15.00
6/20	17954	3	0800	1110	1000	5200	000	UC REGENTS	WORKSHOP REGISTRATION	$500.00
6/23	17925	3	0800	1110	1000	5200	000	RACE TO NOWHERE/VISA	TICKETS	$126.94
6/23	17956	3	0800	1110	1000	5200	000	PATRICIA D'ENTREMONT	REIMBURSE/CONF. REGISTER	$250.00
6/27	17958	3	0800	1110	1000	5200	000	MARIA CASAS	REIMBURSE/MILEAGE	$26.62
6/27	17825	3	0800	1110	1000	5200	000	UNIV OF SAN DIEGO	WORKSHOP REGISTRATION	$170.00
6/23	17927	3			2420	5200	222	CUE/VISA	SUMMIT REGISTRATION	$199.00
6/27	17825	3			2700	5200	111	UNIV OF SAN DIEGO	WORKSHOP REGISTRATION	$85.00

2010-2011 Purchase Order Listing

6/27	17825	3			2700	5200	222	UNIV OF SAN DIEGO	WORKSHOP REGISTRATION	$85.00
6/23	17740	3			7100	5200	000	NANCY ORR	REIMBURSE/CONF. EXPENSES	$205.40
6/23	17714	3			7100	5200	000	MARTHA BAILEY	REIMBURSE/MILEAGE	$63.58
6/27	17838	3			7100	5200	000	SCHOOL SERVICES OF CA	WORKSHOP REGISTRATION	$250.00
6/27	17825	3			7100	5200	000	UNIV OF SAN DIEGO	WORKSHOP REGISTRATION	$425.00
6/23	17726	3			7200	5200	000	SHARON IVERSEN	REIMBURSE/MILEAGE	$55.18
6/27	17838	3			7200	5200	000	SCHOOL SERVICES OF CA	WORKSHOP REGISTRATION	$125.00
6/23	17455	3			8200	5500-001	111	SDG&E	SERVICE FOR 5/10-6/10	$6,565.16
6/23	17455	3			8200	5500-001	222	SDG&E	SERVICE FOR 5/10-6/10	$3,452.38
6/16	17435	3			8200	5500-002	111	EDCO WASTE	SERVICE FOR MAY	$426.64
6/16	17435	3			8200	5500-002	222	EDCO WASTE	SERVICE FOR MAY	$426.64
6/9	17460	3			8200	5500-003	111	ARROWHEAD	SERVICE FOR MAY	$27.18
6/9	17460	3			8200	5500-003	222	ARROWHEAD	SERVICE FOR MAY	$53.15
6/9	17460	3			8200	5500-003	000	ARROWHEAD	SERVICE FOR MAY	$26.20
6/16	17456	3			8200	5500-003	111	SAN DIEGUITO WATER	RECYCLED WATER 4/29-5/26	$1,389.18
6/16	17457	3			8200	5500-003	222	SAN DIEGUITO WATER	SERVICE 3/28-5/23	$2,528.84
6/16	17457	3			8200	5500-003	111	SAN DIEGUITO WATER	SERVICE 4/4-5/31	$505.40
6/16	17457	3			8200	5500-003	000	SAN DIEGUITO WATER	SERVICE 4/4-5/31	$181.33
6/9	17441	3			8200	5500-004	111	AMERICAN PEST	SERVICE FOR RODENTS	$60.00
6/9	17441	3			8200	5500-004	222	AMERICAN PEST	SERVICE FOR RODENTS	$120.00
6/16	17611	3		1110	1000	5600	111	OCE	LEASE PAYMENT	$761.62
6/16	17611	3		1110	1000	5600	222	OCE	LEASE PAYMENT	$759.60
6/23	17414	3			2700	5600	111	PITNEY BOWES	LEASE PAYMENT	$53.29
6/23	17414	3			2700	5600	222	PITNEY BOWES	LEASE PAYMENT	$53.29
6/16	17616	3			7100	5600	000	OCE	MAINTENANCE AGREEMENT	$79.00
6/9	17449	3			7200	5600	000	PRUDENTIAL OVERALL	MATS	$10.70
6/16	17616	3			7200	5600	000	OCE	MAINTENANCE AGREEMENT	$79.00
6/23	17414	3			7200	5600	000	PITNEY BOWES	LEASE PAYMENT	$53.29
6/9	17449	3			8200	5600	111	PRUDENTIAL OVERALL	TOWELS & MOPS	$102.12
6/9	17449	3			8200	5600	222	PRUDENTIAL OVERALL	TOWELS, MOPS & MATS	$125.84
6/9	17486	6	8150		8110	5600	000	STANDARD ELECTRONICS	REPLACE SMOKE DETECTOR	$155.69
6/9	17942	6	8150		8110	5600	000	SOS ROOTER	MOVE WATER HEATER & LINES	$870.00
6/16	17766	6	8150		8110	5600	000	TREMCO	ROOF REPAIRS	$1,025.00
6/20	17923	3			2420	5800	000	DELL MARKETING	SERVER SERVICE CONTRACT	$1,151.13
6/27	17940	3			2420	5800	000	TROXELL COMMUNICATIONS	DOCUMENT CAMERA	$530.71
6/16	17932	3			2700	5800	111	BLACKBOARD CONNECT	PHONE NOTIFICATION SYSTEM	$160.44
6/16	17932	3			2700	5800	222	BLACKBOARD CONNECT	PHONE NOTIFICATION SYSTEM	$160.44
6/27	17629	3			7100	5800	000	TECHMASTERS	ERATE CONSULTING SERVICES	$187.50
6/9	17947	3			7200	5800	000	NORTH COUNTY TIMES	NOTICE OF PUBLIC HEARING	$57.96
6/9	17520	3			7200	5800	000	CINTAS DOCUMENT MGMT	SHREDDING SERVICE	$102.48
6/27	17406	3			7200	5800	000	CA DEPT OF JUSTICE	BACKGROUND CHECKS	$32.00
6/30	17356	3			8200	5800	000	RIGOBERTO MARTINEZ	GROUNDSCARE FOR JUNE	$4,166.00
6/23	17955	6	6500	5770	1190	5800	000	ENCINITAS U SCH DIST.	SP ED INSTRUCTIONAL ASSIST.	$12,776.40
6/23	17484	6	6500	5770	1190	5800	000	JOANNE K. DANSSAERT	PHYSICAL THERAPY	$1,680.00
6/27	17484	6	6500	5770	1190	5800	000	JOANNE K. DANSSAERT	PHYSICAL THERAPY	$735.00
6/16	17531	6	7230		3600	5800	000	SHERRY BENDER	SPECIAL ED TRANSPORTATION	$325.38
6/16	17361	6	7240	5001	3600	5800	000	CARE-A-VAN TRANSPORT	SPECIAL ED TRANSPORTATION	$6,020.00
6/27	17415	6	8150		8110	5800	000	WESTERN FIRE PROTECTION	QUARTERLY SPRINKLER INSPECT	$297.00
6/27	17899	3			7100	5800-005	000	SANSOM WILLIS LAFOE	LEGAL SERVICES	$55.50

2010-2011 Purchase Order Listing

6/23	17473	3	2700	5900-001	111	AT&T	SERVICE THRU 6/4	$63.55
6/23	17473	3	2700	5900-001	222	AT&T	SERVICE THRU 6/4	$41.87
6/9	17641	3	7200	5900-001	000	AT&T	SERVICE THRU 5/20	$1,742.65
6/23	17473	3	7200	5900-001	000	AT&T	SERVICE THRU 6/4	$37.38

5000 BALANCE: $826,352.00 ACCUMULATED BALANCE: $573,997.64 REMAINING BALANCE: $252,354.36

6000 BALANCE: $24,341.00 ACCUMULATED BALANCE: $1,873.40 REMAINING BALANCE: $22,467.60

San Diego County Office of Education

MARINE SCIENCE FLOATING LAB
FIELD TRIP AGREEMENT – 2011-2012

THIS AGREEMENT, made this July 1, 2011 and which will terminate on June 30, 2012, by and between San Diego County Superintendent of Schools, hereinafter called the "County", and Cardiff hereinafter called the "District/School", mutually agree as follows:

1. **Basis of Agreement**
The County, as coordinator of the education outreach programs, has determined that it is desirable to conduct various programs for school districts within the County of San Diego. District/School agrees to participate in these programs in accordance with the terms and conditions of this agreement.

2. **Scope of Agreement**

A. General

The County will make available and provide by contractual agreement the following programs:

1) Marine Science Floating Laboratory:
This program consists of a half-day field trip on San Diego Bay with hands-on science instruction and materials.

The County will coordinate the curriculum and activities of the above programs to provide students the opportunity to study marine biology, oceanography, history and economics in a "real world" environment.

B. County agrees to provide:

1) Boat transportation with qualified crew
2) Required instructional materials and on-board equipment
3) Marine Science curriculum and instruction
4) Scheduling of District/School participation
5) Invoice the District/School for field trip.

All trips are subject to cancellation due to weather conditions. In the event of inclement weather causing a cancellation of field trip, County will endeavor to reschedule the trip at a time that is agreeable to the District/School, however, such rescheduling is not guaranteed.

C. District/School agrees to:

1) Schedule participation in the program with the County by phone or submitting reservation forms provided by the County. Each field trip shall be limited to a maximum of thirty-six (36) students and a maximum of four (4) accompanying adults. The fully executed reservation form becomes an addendum to this agreement and will be used to determine the appropriate fee based on the schedule note in item (2.C.4), below.

2) Provide a minimum of one adult participant who holds a valid California teaching credential who is authorized by the District/School to supervise the students aboard the vessel and will aid in presenting the program if requested.

3) Provide written notification to County of field trip cancellation a minimum of twenty (20) working days in advance of the trip. Less than twenty working days notification will result in a cancellation fee equal to fifty percent (50%) of the contract amount being charged to the District/School. The cancellation fee will be waived if the County is able to schedule a substitute paying group into your reserved time slot.

4) Pay the appropriate fees for services rendered upon receipt of invoice. The fees will be based on the following schedule:

Marine Science Floating Lab Field Trip	$660.00

3. Authorization to Copy Materials

The County hereby authorizes the District/School to make copies of individual pages of the worksheets and teacher's guide as necessary and appropriate to enhance their participation in the County program. Copying materials for any other purpose is prohibited without the express permission of the County.

4. Confidentiality of Service or Work

All curriculum and participant information are considered proprietary and confidential. All requests for information relating to the County's program should be directed to the County Office.

5. Independent Contractor

It is expressly understood that at all times while rendering the services described herein and in complying with any terms and conditions of this Agreement, the County is acting as an independent contractor and is not an officer, agent, or employee of the District/School.

6. Hold Harmless

The District/School agrees to hold harmless, defend, and to indemnify the San Diego County Superintendent of Schools, its officers, agents, and employees from every claim, demand, or liability which may be made by reason of:

A. Any injury to person, including death therefrom, or damage to property sustained by the District/School or any person, firm, student, teacher, volunteer, or corporation, employed directly or indirectly associated with or employed by it, however caused; and

B. Any injury to person, including death therefrom, or damage to property sustained by any person, firm, student, teacher, volunteer, or corporation, caused by any act, neglect, default, or omission of the District/School, or of any person, firm, student, teacher, or corporation directly, or indirectly associated with or employed by it upon, or in connection with the services rendered pursuant to this agreement. The District/School at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings, that may be brought or instituted against the San Diego County Superintendent of Schools, its officers, agents, or employees, on any such claim or demand, and pay or satisfy the judgment that may be rendered against the San Diego County Superintendent of Schools, its officers, agents, or employees, in any such action, suit, legal proceedings, or result thereof.

7. **Insurance Requirements**
Both County and District/School shall maintain programs of general liability, property damage, worker's compensation, and auto insurance as required to protect the County and District/School as their interests may appear. Participants who are not covered by the Joint Powers Authority (JPA) program must provide a certificate of insurance for Comprehensive General Liability or Commercial Liability insurance in a minimum amount of $1,000,000 per occurrence naming the San Diego County Superintendent of Schools as additionally insured under their policy.

8. **Compliance With Laws**
The District/School shall be subject to and shall comply with all Federal, State, and local laws, policies and regulations with respect to its performance under this agreement including but not limited to, licensing, employment and purchasing practices, and wages, hours and conditions of employment, including nondiscrimination.

9. **Compensation/Costs and Payment Schedule**
The contract price is a fixed fee per field trip. County will prepare and submit an invoice for each field trip. The District/School agrees to pay County's invoice on a Net 30 day basis from date of receipt of invoice.

10. **Termination**
It is mutually agreed that either party may terminate this agreement by giving a twenty (20) working day written notice. District/School may be subject to cancellation charges if termination is less than twenty days, as noted above in paragraph (2.C.3) above.

11. **Audit**
The District/School agrees to maintain and preserve any pertinent books, documents, papers, and records related to this agreement until three years after termination of this agreement, and to provide access to said documents to the County or any of its duly authorized representatives for examination or audit.

12. **Safety**
District/School will take all necessary precautions to ensure the safety of the students, staff, and visitors from any hazards inherent in execution of the field trips. County to provide all appropriate water safety equipment as required by Coast Guard regulations for each student and adult on board.

13. **Governing Law\Venue San Diego**
In the event of litigation, the agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

14. **Final Approval**
This agreement is of no force and effect until approved by signature by the Director of Outdoor Education.

15. **Contract Participants**
If signed by a District, this contract will apply to all schools in the District, otherwise, it will apply only to the individual school or organization which signs the contract.

16. **County Contact Person**
San Diego County Office of Education
Outdoor Education Program Director
6401 Linda Vista Road, Room 410, San Diego, California 92111-7399
(858) 292-3695 Fax (858) 571-7206

17. **Entire Agreement**
This agreement represents the entire agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary from the provisions hereof. This agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be duly executed, such parties acting by their representatives being duly authorized.

Cardiff
District/School

By_____

Title_____

Date_____

Authorized or ratified by the

Board of Education

on _____

County Superintendent of Schools
San Diego County Office of Education

_____
Authorized Signature

Director of Outdoor Education
Title

May 31, 2011
Date

Authorized by the San Diego County Board

Education on February 09, 2011

Please return only one copy of this page

Rules for acceptance and participation in the Marine Science Floating Lab program are the same for everyone without regard to race, color or national origin, sex, age or handicap.

AGREEMENT FOR PARTICIPATION AND SERVICES 2011-2012
OUTDOOR EDUCATION PROGRAM

THIS AGREEMENT is entered into this **1st** day of **July, 2011**, by and between the Superintendent of Schools, Office of Education, San Diego County, hereinafter called the OFFICE and Cardiff, hereinafter called the SCHOOL/DISTRICT.

WHEREAS, the OFFICE operates for the schools of San Diego County an outdoor education program at designated sites and authorized by the Education Code Section 35335 and following and 8760 and following; and

WHEREAS, the SCHOOL/DISTRICT desires to participate in said program; NOW, THEREFORE, the parties agree as follows:

I Use and Occupancy of Outdoor Education Premises and Facilities

A. The OFFICE agrees to provide:

(1) Administration and operation of the outdoor education program.

(2) Outdoor science education and conservation instructional and supervision services for an educational program.

(3) Sites, buildings, utilities, and maintenance.

(4) Food and its preparation.

(5) All staff other than school district employees accompanying students.

(6) Preparation and distribution of outdoor school schedules designating the site to be attended and the specific dates of attendance.

(7) Promotion of the outdoor school program.

(8) Transportation for students while in camp.

(9) Availability of health and accident insurance of pupils and to notify the SCHOOL/DISTRICT of the pertinent information.

B. The SCHOOL/DISTRICT agrees to:

(1) Pay to the OFFICE a "district estimated fee" based on the number of SCHOOL/DISTRICT students actual attendance at any time during each encampment.

(2) In the event that the actual total number of SCHOOL/DISTRICT students attending during the agreement period is less than the minimum guaranteed number of students noted in section III.B., then the SCHOOL/DISTRICT shall pay OFFICE a "district estimated fee" to cover the difference between the guaranteed number and the number in actual attendance. Payments shall be made as noted in section B.(5).

(3) Pay to the OFFICE, a "pupil fee" for each student in actual attendance at the encampment based on a daily rate calculated by dividing the total scheduled program "pupil fee" by the number of days in the scheduled program.

(4) For purposes of this agreement:

(a) "Pupil fee" means that per pupil amount established by the OFFICE for a school year as the cost of a pupil's food, lodging, and support services, also referred to as "Operational Fee".

(b) "District estimated fee" means the minimum fee estimated by the OFFICE for each school year as the cost of the instructional program, also referred to as "Instructional Fee", and is subject to final adjustment at the close of the school year as provided in section I.B.(6) of this agreement.

(c) Attendance for any portion of a day shall be counted a full day in camp.

(d) No refund of fees shall be made for students sent home for disciplinary reasons.

(5) Payments to OFFICE for all fees under this agreement shall be made as follows:

(a) For San Diego County School Districts and Schools, payment shall be made by way of an auditor's cash transfer initiated by the OFFICE after each student encampment and at year-end if section B.(2) is applicable. OFFICE will provide DISTRICT/SCHOOL appropriate detailed backup for all charges.

(b) For private schools and out-of-county schools/districts, OFFICE will invoice the participating schools or districts and payment shall be made to OFFICE within 30 days of invoice.

(6) If the cost of the instructional program for the school year exceeds payments made by the participating SCHOOL/DISTRICTs as called for under Section I.B.(1) hereof, the excess cost shall be apportioned among the participating districts based on the actual per pupil attendance from each such district.

(7) Provide transportation for pupils to and from outdoor school.

(8) Secure necessary funding so no child will be denied the outdoor school experience because of inability to pay.

(9) Provide approximately one classroom teacher for every 30 pupils to actively participate in the 24-hour per day program under the direction of the site administrator.

(10) Comply with the outdoor school schedule.

(11) Require each pupil attending an encampment to have the health and accident insurance referred to in I.A.(9) hereof.

(12) SCHOOL/DISTRICT agrees, except in a case of active negligence of OFFICE, to indemnify, defend and hold OFFICE and State of California, its officers, agents and employees, harmless from any liability or claim of whatsoever nature arising out of, or resulting from, SCHOOL/DISTRICT's use and occupancy of the premises and facilities and participation in the activities of the Outdoor Education Program under this agreement. Additionally, SCHOOL/DISTRICT shall maintain general liability and property damage insurance in at least the minimum amount of $1,000,000 to cover all activities under this agreement and provide OFFICE a certificate of insurance naming the OFFICE and State of California as additionally insured under the policy. Coverage under said policies shall not be reduced or canceled without thirty (30) days prior written notice to OFFICE and all required coverage shall be reinstated or replaced prior to expiration/cancellation date and new certificates naming the OFFICE and State of California as additionally insured under the policy shall be issued to OFFICE for the replacement policy or policies.

(13) Provide all required information on the Application to Participate form for each school which will participate in the OFFICE Outdoor School program. Form shall be completed and submitted OFFICE by the deadline noted on the application form.

(14) Provide to OFFICE, on timelines indicated, complete and accurate information for each student, teacher and school on all Outdoor School registration and health forms provided by the OFFICE. Forms are available via SDCOE website. Such information includes, but is not limited to; a complete and accurate list of the students and teachers from each school who will attend the Outdoor School Program. The required student information includes, but is not limited to; the student name, gender, ethnicity code, Child Nutrition program eligibility status (free, reduced, or paid), complete and accurate student health forms, information on requirements for special meals, authorizations for medications and prescriptions. Parental and physician signatures are required as noted on the forms. The OFFICE is authorized by the State of California Department of Education to obtain from the SCHOOL/DISTRICT all student information required to participate in the State and Federal child nutrition programs, including, but not limited to; each student's child nutrition eligibility status (Free, Reduced, Paid), ethnicity code, and other appropriate demographic or identifying information.

(15) Provide services and/or accommodations as specified in the student's IEP or Section 504 plan for all students with special needs participating in Outdoor School programs.

II. Agreement Period and Termination

A. The term of this agreement shall commence on **July 1, 2011** and will continue through **June 30, 2012**.

E. This agreement may be terminated at any time upon mutual agreement of the parties involved.

III. Fees and Minimum Guaranteed Participation

G. The fee schedule is established each year and is adopted by the Board of Education. The applicable adopted fee schedule for fiscal year **2011-2012** is attached and is hereby made a part of this agreement.

H. The SCHOOL/DISTRICT guarantees payment of the "district estimated fee" to the Office for not less than **96** pupils during the school year. Minimum number of students per school as follows:

School	Projected participation	Number of days	Week of encampment
Ada Harris	113	5	3/19/12

Executed by the parties on the dates shown below their respective signatures.

Cardiff
School/District

By _____

Title _____

Date _____

County Superintendent of Schools
San Diego County Office of Education

Authorized Signature

Director, Outdoor Education
Title

June 2, 2011
Date

Authorized or ratified by the Board of Education on:

_____

Authorized by the San Diego County Board of Education on:

February 09, 2011

Rules for acceptance and participation in the outdoor school program are the same for everyone without regard to race, color or national origin, sex, gender or handicap.

San Diego County Office of Education

SCIENCE OUTREACH PROGRAM
FIELD TRIP AGREEMENT – 2011-2012

THIS AGREEMENT, made this July 1, 2011 and which will terminate on June 30, 2012, by and between San Diego County Superintendent of Schools, hereinafter called the "County", and **Cardiff School District** hereinafter called the "District/School/Organization", mutually agree as follows:

1. **Basis of Agreement**

The County, as coordinator of the education outreach programs, has determined that it is desirable to conduct science outreach programs for schools and districts within the County of San Diego. For each science outreach program scheduled to serve the District/School/Organization, District/School/Organization agrees to adhere to the terms and conditions of this agreement.

It is understood that third parties (such as the Port of San Diego, County of San Diego, City of San Diego, San Diego County Water Authority and various other municipalities and water districts) sometimes agree to pay for a science outreach program to be delivered to a District/School/Organization. In these circumstances, County may invoice the third parties for the designated events (if the third party agrees) or will invoice the District/School/Organization (if the third party provides the funds directly to the District/School/Organization).

Regardless of whether a third party funding source is involved, the District/School/Organization must still execute this agreement and be responsible for payment for any event which is not paid for by a third party.

2. **Scope of Agreement**

A. General

The County will make available and provide by this contractual agreement the following programs with pricing for school year 2011-2012:

13) Green Machine
$305.00 per trip, serving up to four 1-hour classes of up to 30 students each
The Green Machine curriculum aligns with the California Science Content Standards for grades K-4. The presentation describes the journey from seed to dinner table through hands-on learning stations that enable students to learn where their food comes from. A musical and dramatic wrap-up reinforces the learning.

14) Splash Science Mobile Lab
$550.00 per trip, serving up to four 1-hour classes of up to 36 students each
The Splash Science Mobile Lab curriculum aligns with the California Science Content Standards for grades 4-6. The presentation offers hands on learning opportunities for students at multiple learning stations; watershed/stormdrain, GIS examination of local watersheds, water conservation, San Diego esturary, and microscope.

15) Salk Institute Mobile Genetics Lab Sponsored by Salk Institute

The Salk Mobile Science Lab is a free 3-day biotechnology program serving middle schools throughout San Diego County. This program provides a unique opportunity for your students to learn about genetics and DNA from real Salk Institute scientists. The following requirements relate to the Salk program:

a. There must be a minimum of 90 students and a maximum of 160 students in the morning classes. The same students must attend all three days. You can combine students from multiple classes but we must work out of one classroom or parish as we have too much equipment to move around.
b. We can accommodate up to 4 class sessions (maximum 40 students each) during the morning. Class periods should be minimum 45 minutes long. (~55 minute periods work best) **Please note that we cannot accommodate block schedules.**

c. The last class must end no later than 12:30 pm.
d. The classroom we work out of should have several power outlets and access to water.
e. Students and desks in each class session should be arranged into 5 groups for each of the three days.
f. Teachers are expected to be present at all times of our visit and to maintain classroom discipline.

B. County agrees to provide:

1) Instructional materials (by Salk Institute for Salk program)
3) Curriculum and instruction (by Salk Institute for Salk program)
4) Scheduling of District/School/Organization participation
5) Invoice the District/School/Organization for field trip. (Salk Institute program currently has no charge)

C. District/School/Organization agrees to:

13) Schedule participation in the program of choice with the County by phone and confirm by email.

14) Provide a written request/authorization for the delivery of the program(s) in the form accepted by District (either a district PO or simple email).

15) Provide a minimum of number of adult participants authorized by the District/School/Organization to supervise the students and participate in the delivery of each presentation during the day. The Green Machine requires a minimum of one participating adult and the Splash Science Mobile Lab requires two participating adults.
    a. If the school cannot provide the required participating adults, they must inform County a minimum of two days in advance of the scheduled field trip event. County will endeavor to locate suitable adults to participate in the presentation of the program in lieu of the school's participant(s) subject to a minimum charge of $100 per participant provided by County.

15) Provide written notification to County of field trip cancellation a minimum of ten (10) working days in advance of the scheduled trip. Cancellation with less than ten working days notification will result in a cancellation fee equal to fifty percent (50%) of the normal fee for the field trip event. Cancellation with less than five (5) days notice will result in a cancellation fee equal to on hundred percent (100%) of the normal fee for the field trip event.

16) Pay the agreed upon fees upon receipt of invoice. District/School/Organization will be invoiced 30 days prior to the trip when possible and refunds will be processed based on the above guidelines if the field trip is canceled.

17) County may terminate individual scheduled presentations at any time due to mechanical breakdown or other reason outside of their control (sick staff, etc.). If County cancels a program, they will endeavor to reschedule with the District/School/Organization at the District/School/Organization's earliest convenience. If County cannot reschedule the canceled event at a mutually agreeable time, they will refund all fees paid for the undelivered event.

3. Authorization to Copy Materials

The County hereby authorizes the District/School/Organization to make copies of individual pages of the worksheets and teacher's guide as necessary and appropriate to enhance their participation in the County program. Copying materials for any other purpose is prohibited without the express permission of the County.

4. **Confidentiality of Service or Work**
All curriculum and participant information are considered proprietary and confidential. All requests for information relating to the County's program should be directed to the County Office.

5. **Independent Contractor**
It is expressly understood that at all times while rendering the services described herein and in complying with any terms and conditions of this Agreement, the County is acting as an independent contractor and is not an officer, agent, or employee of the District/School/Organization.

6. **Hold Harmless**
The District/School/Organization agrees to hold harmless, defend, and to indemnify the San Diego County Superintendent of Schools, its officers, agents, and employees from every claim, demand, or liability which may be made by reason of:

A. Any injury to person, including death therefrom, or damage to property sustained by the District/School/Organization or any person, firm, student, teacher, volunteer, or corporation, employed directly or indirectly associated with or employed by it, however caused; and

B. Any injury to person, including death therefrom, or damage to property sustained by any person, firm, student, teacher, volunteer, or corporation, caused by any act, neglect, default, or omission of the District/School/Organization, or of any person, firm, student, teacher, or corporation directly, or indirectly associated with or employed by it upon, or in connection with the services rendered pursuant to this agreement. The District/School/Organization at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings, that may be brought or instituted against the San Diego County Superintendent of Schools, its officers, agents, or employees, on any such claim or demand, and pay or satisfy the judgment that may be rendered against the San Diego County Superintendent of Schools, its officers, agents, or employees, in any such action, suit, legal proceedings, or result thereof.

7. **Insurance Requirements**
Both County and District/School/Organization shall maintain programs of general liability, property damage, worker's compensation, and auto insurance as required to protect the County and District/School/Organization as their interests may appear. Participants who are not covered by the Joint Powers Authority (JPA) program must provide a certificate of insurance for Comprehensive General Liability or Commercial Liability insurance in a minimum amount of $1,000,000 per occurrence naming the San Diego County Superintendent of Schools as additionally insured and certificate holder under their policy.

8. **Compliance With Laws**
The District/School/Organization shall be subject to and shall comply with all Federal, State, and local laws, policies and regulations with respect to its performance under this agreement including but not limited to, licensing, employment and purchasing practices, and wages, hours and conditions of employment, including nondiscrimination.

9. **Compensation/Costs and Payment Schedule**
The contract price is a fixed fee per field trip based on the program and price indicated in Scetion 2 above. County will prepare and submit an invoice for each field trip. The District/School/Organization agrees to pay County's invoice on a Net 30 day basis from date of receipt of invoice or at least 10 days in advance of the field trip, whichever is sooner.

10. **Termination**
It is mutually agreed that either party may terminate this agreement by giving a minimum of twenty (20) working days written notice.

11. **Audit**
The District/School/Organization agrees to maintain and preserve any pertinent books, documents, papers, and records related to this agreement until three years after termination of this agreement, and to provide access to said documents to the County or any of its duly authorized representatives for examination or audit.

12. **Safety**
District/School/Organization will take all necessary precautions to ensure the safety of the students, staff, and visitors from any hazards inherent in execution of the field trips under this agreement.

13. **Governing Law\Venue San Diego**
In the event of litigation, the agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

14. **Final Approval**
This agreement is of no force and effect until approved by signature by the San Diego County Superintendent of Schools or his designee, the Director of Outdoor Education.

15. **Contract Participants**
If signed by a District, this contract will apply to all schools in the District, otherwise, it will apply only to the individual school or organization which signs the contract.

16. **County Contact Person**
San Diego County Office of Education
Director, Outdoor Education
6401 Linda Vista Road, Room 410, San Diego, California 92111-7399
(858) 292-3695 Fax (858) 571-7206

17. **Entire Agreement**
This agreement represents the entire agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary from the provisions hereof. This agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be duly executed, such parties acting by their representatives being duly authorized.

Cardiff School District
District/School/Organization

By_____

Title_____

Date_____

Authorized or ratified by the

Board of Education

on _____

County Superintendent of Schools
San Diego County Office of Education

_____
Authorized Signature

Director of Outdoor Education
Title

May 31, 2011
Date

Authorized by the San Diego County Board

Education on February 09, 2011

Please return only one copy of this page

Rules for acceptance and participation in these outreach programs are the same for everyone without regard to race, color or national origin, sex, age or handicap.

Cardiff School District
Cardiff-By-The-Sea, California 92007

July 13, 2011

ITEM: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN CARDIFF SCHOOL DISTRICT AND RIGOBERTO MARTINEZ**

BACKGROUND

California Government Code Section 53060 authorizes school districts "to contract with…any persons for the furnishing of special services… if such persons are specially trained and experienced and competent to perform the special services required…"

Part of the process of paying an independent contractor requires an agreement signed between the school district and the consultant.

CURRENT CONSIDERATION

Rigoberto Martinez will provide landscape maintenance for the district.

FINANCIAL IMPLICATIONS

The amount to be paid to Rigoberto Martinez is $50,000. To be paid out of the general fund. This amount is in the 2011-12 budget.

RECOMMENDATION

It is respectfully recommended that the Board approve the Independent Contractor Agreement between Cardiff School District and Rigoberto Martinez.

SAN DIEGO COUNTY ENERGY AUTHORITY
PROJECT AGREEMENT

FIRST PROJECT AGREEMENT BETWEEN

CARDIFF SCHOOL DISTRICT (CSD)

AND THE

SAN DIEGO COUNTY
ENERGY AUTHORITY

This First Project Agreement by and between the SAN DIEGO COUNTY ENERGY AUTHORITY ("AUTHORITY"), and CARDIFF SCHOOL DISTRICT, ("CSD") is made this 7th day of June 2011. AUTHORITY and CSD are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the CSD became a Member of the San Diego County Energy JPA (EJPA Agreement) on June 16, 2011 for the purpose of developing County-wide energy strategies, services and projects which may reduce local energy use borrowing and utility costs, promote the greater use of existing and new energy products services and/or projects to provide significant public benefits to the "Authority"; and

WHEREAS, AUTHORITY desires to perform the Additional Work for the CSD as part of its performance of its duties under the EJPA Agreement; and

WHEREAS, AUTHORITY and the CSD have negotiated in good faith and desire to include the Additional Work in the EJPA Agreement pursuant to this Project Agreement.

AGREEMENT

NOW THEREFORE, in good and valuable consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

A. AUTHORITY and CSD mutually desire to enter into a Project Agreement to include the following Work:

1. add: "Task Order No. 1 – First of two part integrated project delivery procurement support services for developing and delivering an energy portfolio per CSD established criteria ("Project"), estimated at approximately $2M total project costs, inclusive of soft costs. This task order includes providing consulting and administrative services to identify an integrated project delivery team ("IPDT") based upon a list

of IPDTs prequalified by the San Diego County Superintendent of Schools for the San Diego County Energy Authority. The scope of work under this Task Order shall include necessary project management services to prepare, issue and manage the entire Request for Proposal ("RFP") process as required under Education Code section 17250. Services shall be deemed complete under this task once CSD is presented with at least three (3) viable offers from IPDTs to deliver an energy portfolio based upon criteria developed jointly by the EJPA, criteria consultant and CSD within the time and budget identified by CSD.

2. CSD desires to join other San Diego School Districts in a consortium at a time when the shared costs of each District's task order no. 1 is priced at $6,666 or less. EJPA estimates this would require four (4) Districts including CSD to participate in the RFP with the IPDTs.

3. Tasks and Deliverables

   a. Develop energy portfolio project criteria specifically for CSD.

   b. Assist CSD with the determination of the method for evaluation of IPDTs.

   c. Prepare and issue RFP, hold and facilitate associated meetings, site visits, receive and research answers to IPDTs questions, and prepare and issue addenda.

   d. Arrange for and attend team/cabinet meetings and CSD board meetings as needed.

   e. Provide CSD Board of Education resolutions to authorize the Project delivery method including appropriate findings for use of the Government Code 4217 and Design-Build methods naming SDCSS as the construction agent for CSD.

   f. Hire independent 3rd party technical consultant to review and evaluate technical aspects of IPDTs' proposals.

   g. Make stipend payments to IPDTs who were not selected.

   h. Contract with and make payments to any appropriate consultants who may be needed to identify and provide site condition information or support to the project criteria within the maximum value identified herein.

4. Schedule: The sample master schedule would be typical for conducting the competition, final selection process and subsequent delivery of the energy portfolio projects. CSD's schedule will be dependent upon the RFP they join.

Task Order No. 1 activities (typical):

Best Value Energy Services RFP Issue ---------- June 17, 2011

Best Value Energy Services RFP Kick-off Meeting---------- June 17, 2011

Best Value Energy Services RFP Mid-Course Review ------ June 30, 2011

Questions Deadline ---------- July 8, 2011

Best Value Energy Services Proposals Due---------- September 9, 2011

Proposals Technical Review ---------- September 12 - 16, 2011

Proposal Presentations to Member Districts ---------- September 21 & 22, 2011

Proposal Selection---------- September 23, 2011

Task Order No. 2 activities (typical – would be a follow-on task):

Best Value IPDT(s) District Board Approval ---------- Sept 26 – Oct 21, 2011

Best Value IPDT(s) EJPA Executive

Committee Approval ---------- October 27, 2011

Notice to Proceed---------- October 28, 2011

Portfolio Completion Date ---------- As Proposed and Approved by District(s) and EJPA

5. Fee for Service

Task Order No. 1: **Total not-to-exceed fee of $6,666**. This total consists of CSD's share of:

- ✓ lump sum, fixed fee for integration, procurement and project management of consultants and process,
- ✓ allowance for 3rd party consultant technical proposal review
- ✓ allowance to be allotted to Integrated Project Delivery Teams not awarded a contract.

This fee assumes four (4) Districts are participating in this RFP and are sharing the total costs evenly. Any allowance amounts remaining after proposal presentation, if any, will be returned to the participating

District.

Any and all typically reimbursable expenses are included in the above figure and will not be billed separately.

6. Payment Schedule: 100% of lump sum, plus portions of allowances used, due within 30 days of the later of (1) Task Required/Deliverables No. 5 above, and (2) CSD's receipt of an acceptable invoice from SDCSS. Payment will be due even if CSD chooses not to proceed with further work.

B. This Project Agreement shall only be effective upon the execution by both the AUTHORITY and CSD.

C. This Project Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

D. If any provision of this Project Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Project Agreement unless elimination of such provision materially alters the rights and obligations set forth herein.

E. This Project Agreement shall affect only the sections referred to herein, and all other terms and conditions of the Agreement between AUTHORITY and CSD, shall remain in full force and effect.

Acknowledgment of Prudent Review

Each party declares that prior to the execution of this Project Agreement, it has had an opportunity to review and understand the contents, rights and responsibilities herein. The parties have further had the opportunity to seek independent legal advice regarding the Project Agreement.

IN WITNESS WHEREOF, EACH PARTICIPATING PARTY HAS EXECUTED THIS PROJECT AGREEMENT ON THE DATE ADJACENT TO THE SIGNATURE OF ITS REPRESENTATIVE.

DATE:

CARDIFF SCHOOL DISTRICT

BY:_____
(signature)

PRINT
NAME: _____

TITLE:_____

DISTRICT
ADDRESS: _____

_____

_____

DATE:

AGENCY:
SAN DIEGO COUNTY
SUPERINTENDENT OF SCHOOLS

BY:_____
(signature)

NAME: Lora Duyzk_____

TITLE: Assistant Superintendent
Business Services