



Union High School District

**BOARD OF TRUSTEES
REGULAR BOARD MEETING**

Board of Trustees
Joyce Dalessandro
Linda Friedman
Barbara Groth
Beth Hergesheimer
Deanna Rich

Superintendent
Ken Noah

**THURSDAY, OCTOBER 15, 2009
6:30 PM**

**DISTRICT OFFICE BOARD ROOM 101
710 ENCINITAS BLVD, ENCINITAS, CA. 92024**

Welcome to the meeting of the San Dieguito Union High School District Board of Trustees.

PUBLIC COMMENTS

If you wish to speak regarding an item on the agenda, please complete a blue slip located at the sign-in desk and present it to the Secretary to 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.

Persons wishing to address the Board on any school-related issue not elsewhere on the agenda are invited to do so under the "Public Comments" item. If you wish to speak under Public Comments, please follow the same directions (above) for speaking to agenda items. Complaints or charges against an employee are not permitted in an open meeting of the Board of Trustees.

In the interest of time and order, presentations from the public are limited to three (3) minutes per person, per topic. The total time for agenda and non-agenda items shall not exceed twenty (20) minutes. An individual speaker's allotted time may not be increased by a donation of time from others in attendance.

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.

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 will be available for review on the district website, www.sduhsd.net, and/or at the district office. Please contact the [Office of the District Superintendent](#) for more information.

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 Trustees 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 *Comments on Agenda Items*.

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 which are timely.

CELL PHONES/PAGERS

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

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](#). 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 the meeting in appropriate alternative formats for persons with a disability.

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
BOARD OF TRUSTEES
REGULAR BOARD MEETING**

AGENDA

**THURSDAY, OCTOBER 15, 2009
6:30 PM**

**DISTRICT OFFICE BOARD ROOM 101
710 ENCINITAS BLVD., ENCINITAS, CA. 92024**

PRELIMINARY FUNCTIONS (ITEMS 1 – 6)

1. CALL TO ORDER; PUBLIC COMMENTS REGARDING CLOSED SESSION ITEMS 6:00 PM

2. CLOSED SESSION 6:01 PM

A. To consider personnel issues, pursuant to 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.*

B. To conference with Labor Negotiators, pursuant to Government Code Section 54957.8.
Agency Negotiators: Superintendent and Associate Superintendents (3)
Employee Organizations: San Dieguito Faculty Association / California School Employees Association

C. To conference with legal counsel to discuss current and/or potential litigation, pursuant to Government Code Sections 54956.9(b)(3)(A), (D), and (E). (1 case)

3. REGULAR MEETING / OPEN SESSION 6:30 PM

4. PLEDGE OF ALLEGIANCE

5. REPORT OUT OF CLOSED SESSION

6. APPROVAL OF MINUTES / OCTOBER 1, 2009 BOARD MEETING

Motion by _____, second by _____, to approve the Minutes of the October 1st Board Meeting, as shown in the attached supplement.

NON-ACTION ITEMS (ITEMS 7 - 10)

7. STUDENT BOARD REPORTS AND UPDATES STUDENT BOARD

8. BOARD REPORTS AND UPDATES BOARD OF TRUSTEES

9. SUPERINTENDENT’S REPORTS, BRIEFINGS AND LEGISLATIVE UPDATES KEN NOAH

10. SCHOOL SITE UPDATE, DIEGUEÑO MIDDLE SCHOOL MARYANNE NUSKIN, PRINCIPAL

CONSENT AGENDA ITEMS (ITEMS 11 - 15)

Upon invitation by the President, anyone who wishes to discuss a Consent Item should come forward to the lectern, state his/her name and address, and the Consent Item number.

11. SUPERINTENDENT

A. ACCEPTANCE OF GIFTS AND DONATIONS

Accept the Gifts and Donations, as shown in the attached supplement.

B. APPROVAL OF FIELD TRIP REQUESTS

Approve all Field Trip Requests submitted, as shown in the attached supplement.

12. HUMAN RESOURCES

A. APPROVAL OF PERSONNEL REPORTS

Approve matters pertaining to employment of personnel, salaries, leaves of absence, resignations, changes in assignments, extra duty assignments, and consultant services:

1. Certificated and/or Classified Personnel Reports, as shown in the attached supplements.

13. EDUCATIONAL SERVICES

A. APPROVAL/RATIFICATION OF AGREEMENTS

No Agreements Submitted

14. PUPIL SERVICES

A. APPROVAL/RATIFICATION OF NON-PUBLIC SCHOOL / NON-PUBLIC AGENCY CONTRACTS

No Agreements Submitted

B. APPROVAL/RATIFICATION OF AGREEMENTS

Approve/ratify entering into the following agreements and authorize Christina M. Bennett, Eric R. Dill, Stephen G. Ma, or Ken Noah to execute the agreements:

1. Interpreters Unlimited, for language interpreting services, during the period of July 1, 2009 to June 30, 2010, at the rate of \$49.00 up to \$140.00 per hour, to be expended from the General Fund/Restricted 06-00.

C. APPROVAL/RATIFICATION OF PARENT SETTLEMENT AND RELEASE AGREEMENT

No Agreements Submitted

15. BUSINESS

A. APPROVAL/RATIFICATION OF AGREEMENTS

Approve/ratify entering into the following agreements and authorize Christina M. Bennett, Eric R. Dill, Stephen G. Ma, or Ken Noah to execute the agreements:

1. San Dieguito Union High School District Transportation Yard to provide vehicle inspection and maintenance on the YMCA of San Diego County for Magdalena Ecke Family YMCA transportation buses, during the period October 1, 2009 through September 30, 2010, with the option to renew for two additional one year periods, amount billed by each individual job performed and to be reimbursed by the YMCA.
2. Magdalena Ecke Family YMCA for lease of facilities for Earl Warren Middle School and San Dieguito Academy off-campus PE classes, during the period September 1, 2009 through June 18, 2010, for an amount not to exceed \$2,200.00 per semester, to be expended from the General Fund 03-00 and partially reimbursed by the Athletic Boosters and Parent Associations.

3. Lawrence Family Jewish Community Center for lease of facilities for the Torrey Pines High School Swim Team and Water Polo Team, during the period September 8, 2009 through June 30, 2010, at the rate of \$66.00 per hour, to be expended from the Torrey Pines High School Foundation.
4. St. Peter's Episcopal Church for lease of facilities for the San Dieguito Adult Education Life Story Writing class, during the period August 25, 2009 through June 30, 2010, for an amount not to exceed \$800.00, to be expended from Adult Education Fund 11-00.
5. CQF, Inc. dba California Quivers to provide 10 oz California Quivers product (frozen fruit ice) at Torrey Pines High School, at the rate of \$1.04 per 10 oz serving, during the period August 25, 2009 through June 12, 2010, to be expended from the Cafeteria Fund 13-00.
6. San Dieguito Union High School District Nutrition Services Department to prepare student meals for Bethlehem Community Child Care, during the period August 1, 2009 through June 30, 2010, with the option to renew for four additional one year periods, for an amount of \$2.85 per meal ordered.

B. APPROVAL/RATIFICATION OF AMENDMENT TO AGREEMENTS

Approve/ratify amending the following agreements and authorize Christina M. Bennett, Eric R. Dill or Stephen G. Ma to execute the agreements:

1. Roesling Nakamura Terada Architects, Inc. to reduce the scope of work for the Relocatable Building Quad at San Dieguito Academy project, thus reducing the project fee to \$54,593.00, and extending the contract term through November 30, 2009, to be expended from the Capital Facilities Fund 25-19.

C. AWARD/RATIFICATION OF CONTRACTS

No Contracts Submitted

D. APPROVAL OF CHANGE ORDERS

Approve Change Order No. 1 to the following projects, and authorize Christina M. Bennett, Eric R. Dill or Stephen G. Ma to execute the change orders:

1. Earl Warren Middle School Covered Walkways as Specified in Chula Vista Elementary School District Piggyback Agreement #06-07-2 Contract B2009-29, contract entered into with National Carport Industries, Inc., extending the contract time by 64 calendar days and decreasing the contract amount by \$2,150.00.
2. Biotech Classroom Conversion at San Dieguito Academy project B2010-04, contract entered into with Wayne L. Whitwer Construction Company, decreasing the contract time by 30 calendar days and decreasing the contract amount by \$872.67.

E. ACCEPTANCE OF CONSTRUCTION PROJECTS

Accept the following construction projects as complete, pending the completion of a punch list, and authorize the administration to file a Notice of Completion with the County Records' Office:

1. Earl Warren Middle School Covered Walkways as Specified in Chula Vista Elementary School District Piggyback Agreement #06-07-2 Contract B2009-29, contract entered into with National Carport Industries, Inc.
2. Biotech Classroom Conversion at San Dieguito Academy project B2010-04, contract entered into with Wayne L. Whitwer Construction Company.

- F. APPROVAL OF BUSINESS REPORTS
Approve the following business reports:
 1. Purchase Orders
 2. Instant Money
 3. Membership Listing

ROLL CALL VOTE FOR CONSENT AGENDA..... (ITEMS 11 - 15)

- | | |
|-------------------------|---|
| _____ Joyce Dalessandro | _____ Jordan Bernard, La Costa Canyon High School |
| _____ Linda Friedman | _____ Kaden Strong, Sunset High School |
| _____ Barbara Groth | _____ Allie Jucha, San Dieguito Academy |
| _____ Beth Hergesheimer | _____ Nick Lawson, Canyon Crest Academy |
| _____ Deanna Rich | _____ Allison Yamamoto, Torrey Pines High School |

DISCUSSION / ACTION ITEMS (ITEMS 16 – 19)

16. ADOPTION OF RESOLUTION IN SUPPORT OF DRUG AWARENESS MONTH AND RED RIBBON WEEK
Motion by _____, second by _____, to adopt and renew the San Dieguito Union High School District 2009 Resolution in Support of October as Drug Awareness Month, as shown in the attached supplement.

17. APPROVAL OF AMENDMENT TO AGREEMENT / DOLINKA GROUP
Motion by _____, second by _____, to approve amending the agreement entered into with Dolinka Group LLC to develop a Facilities and Funding Masterplan for the District, during the period July 1, 2008 through June 30, 2010, for an amount not to exceed \$105,000.00 plus expenses, to be expended from Capital Facilities Fund 25-19, and authorize Stephen G. Ma to execute the amendment.

18. SOLAR ENERGY UPDATE (WORK SESSION) STEVE MA, ASSOCIATE SUPERINTENDENT, BUSINESS

19. ACCEPTANCE OF RECOMMENDATION AND APPROVAL TO ENTER INTO CONTRACT
Motion by _____, second by _____, to accept the recommendation of District Staff to select MuniBond Solar for qualified solar/financial advisor services, during the period October 16, 2009 through June 30, 2010, in an amount not to exceed \$26,000.00 for solar project advisory services, and in an amount not to exceed \$25,000.00 for financial advisory services, plus reimbursable expenses, to be expended from Capital Facilities Fund 25-19 and the cost of issuance of bonds, and authorize Christina M. Bennett, Eric R. Dill, or Stephen G. Ma to enter into a contract.

INFORMATION ITEMS..... (ITEMS 20 - 24)

20. PUBLIC COMMENTS
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. (See Board Agenda Cover Sheet)

21. FUTURE AGENDA ITEMS

22. ADJOURNMENT TO CLOSED SESSION (AS NECESSARY)

CLOSED SESSION (if required)

A. To consider personnel issues, pursuant to 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.

- B. Conference with Labor Negotiators, pursuant to Government Code Section 54957.8.
Agency Negotiators: Superintendent and Associate Superintendents (3)
Employee Organizations: San Dieguito Faculty Association / California School Employees Association
- C. To conference with legal counsel to discuss current and/or potential litigation, pursuant to Government Code Sections 54956.9(b)(3)(A), (D), and (E). (1 case)

23. REPORT FROM CLOSED SESSION (AS NECESSARY)

24. ADJOURNMENT OF MEETING

*The next regularly scheduled Board Meeting will be held on **Thursday, November 12, 2009, at 6:30 PM** in the SDUHSD District Office Board Room 101. The District Office is located at 710 Encinitas Blvd., Encinitas, CA, 92024.*



MINUTES
OF THE
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
BOARD OF TRUSTEES
REGULAR BOARD MEETING

Board of Trustees
Joyce Dalessandro
Linda Friedman
Barbara Groth
Beth Hergesheimer
Deanna Rich

Superintendent
Ken Noah

Telephone (760) 753-6491
www.sduhsd.net

Office of the Superintendent
Fax (760) 943-3501

OCTOBER 1, 2009

710 ENCINITAS BLVD
ENCINITAS, CA 92024

DISTRICT OFFICE
BOARD ROOM #101

PRELIMINARY FUNCTIONS (ITEMS 1 - 6)

1. CALL TO ORDER; PUBLIC COMMENTS REGARDING CLOSED SESSION ITEMS (ITEM 1)

President Dalessandro called the meeting to order at 6:00 PM to receive public comments on Closed Session agenda items. No public comments were presented.

2. CLOSED SESSION..... (ITEM 2)

The Board convened to Closed Session at 6:01 PM to:

- A. Consider personnel issues, pursuant to 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.*
- B. Conference with Labor Negotiators, pursuant to Government Code Section 54957.8.
Agency Negotiators: Superintendent and Associate Superintendents (3)
Employee Organizations: San Dieguito Faculty Association and/or California School Employees Association
- C. Conference with legal counsel to discuss current and/or potential litigation, pursuant to Government Code Sections 54956.9(b)(3)(A), (D), and (E). (1 case)
- D. Consideration and/or deliberation of student discipline matters. (1 case)

OPEN SESSION / ATTENDANCE

BOARD OF TRUSTEES

Joyce Dalessandro
Linda Friedman
Barbara Groth
Beth Hergesheimer
Deanna Rich

STUDENT BOARD MEMBERS

Jordan Bernard, La Costa Canyon High School
Allie Jucha, San Dieguito Academy
Nick Lawson, Canyon Crest Academy
Allison Yamamoto, Torrey Pines High School

DISTRICT ADMINISTRATORS

Ken Noah, Superintendent
Steve Ma, Associate Superintendent, Business
Rick Schmitt, Associate Superintendent, Educational Services
Eric Dill, Executive Director, Business Services
Rick Ayala, Principal, Sunset Continuation / North Coast Alternative High School
Becky Banning, Recording Secretary

ITEM 6

- 3. CALL TO ORDER (ITEM 3)
The regular meeting of the Board of Trustees was called to order at 6:30 PM by President Dalessandro.
- 4. PLEDGE OF ALLEGIANCE (ITEM 4)
Ms. Deanna Rich led the Pledge of Allegiance.
- 5. REPORT OUT OF CLOSED SESSION (ITEM 5)
The Board took action and unanimously approved the enrollment / readmission of Student # 1203406.
- 6. APPROVAL OF MINUTES (ITEM 6)
It was moved by Allie Jucha, seconded by Nick Lawson, that the Minutes of the September 17, 2009, Board Meeting be approved as written. **Motion unanimously carried.**

NON-ACTION ITEMS(ITEMS 7 - 10)

- 7. STUDENT BOARD REPRESENTATIVES (ITEM 7)
All Student Board Representatives gave updates on events and activities at their schools.
- 8. BOARD OF TRUSTEES UPDATES AND REPORTS..... (ITEM 8)
All Trustees attended Back-To-School Nights at various sites. They also participated in an annual Back-To-School Webcast given by California School Boards Association.
Additional updates:
Ms. Friedman attended this year’s first District / Parent Site Representatives Meeting.
Ms. Groth visited Potter Junior High School of the Fallbrook Union Elementary School District; attended a meeting with the San Diego County School Boards Association; and announced that Luann Rivera is now working fulltime with the California School Boards Association.
Ms. Hergesheimer also attended the District / Parent Site Representatives Meeting held at the District Office.
- 9. SUPERINTENDENT’S REPORTS, BRIEFINGS AND LEGISLATIVE UPDATES (ITEM 9)
Superintendent Noah addressed CIF-related field trip request and a state-wide common practice that post-season play government activities are allowed to be approved by the superintendent without requiring approval by the Board. Associate Superintendent Rick Schmitt will be reviewing current board policy and may be submitting a revision recommendation for the Board’s consideration, which would allow this practice for the district.
Mr. Noah attended a teleconference in the Governor’s San Diego office, where the Secretary of Education and the Chief Education Advisor addressed area superintendents regarding future participation in a federal funding program called “Race to the Top”.
Mr. Noah also distributed a second draft of the 2009-10 Strategic Plan and Action Plans and announced the first meeting of the Strategic Planning Committee Meeting, scheduled for October 8th.
- 10. SUNSET / NORTH COAST HIGH SCHOOL UPDATE RICK AYALA, PRINCIPAL

Principal Ayala highlighted achievements from the previous school year, including a significant improvement in API scores and a 100% student participation. Mr. Ayala attributed this success to a positive response to their outreach and recruitment efforts at other sites. Mr. Ayala also highlighted a variety of extra-curricular activities, including participation in a summer camp program in Borrego where activities are centered around team work.

CONSENT AGENDA ITEMS (ITEMS 11 – 15)

It was moved by Ms. Beth Hergesheimer, seconded by Allison Yamamoto, that all consent agenda items listed below be approved as presented. **Motion unanimously carried.**

11. SUPERINTENDENT

A. ACCEPTANCE OF GIFTS AND DONATIONS

Accept the Gifts and Donations, as presented.

B. APPROVAL OF FIELD TRIP REQUESTS

Approve all Field Trip Requests submitted, as presented.

12. HUMAN RESOURCES

A. APPROVAL OF PERSONNEL REPORTS

Approve matters pertaining to employment of personnel, salaries, leaves of absence, resignations, changes in assignments, extra duty assignments, and consultant services:

1. Certificated and/or Classified Personnel Reports as presented.

B. APPROVAL/RATIFICATION OF AGREEMENTS

Approve/ratify entering into the following agreement and authorize Christina M. Bennett, Eric R. Dill or Stephen G. Ma to execute the agreements:

1. San Diego County Superintendent of Schools to facilitate the Leadership Transition Process at La Costa Canyon High School, during the period July 1, 2009 through June 30, 2010, for an amount not to exceed \$800.00, to be expended from the General Fund 03-00.

13. EDUCATIONAL SERVICES

A. APPROVAL/RATIFICATION OF AGREEMENTS

No agreements submitted

14. PUPIL SERVICES

A. APPROVAL/RATIFICATION OF NON-PUBLIC SCHOOL / NON-PUBLIC AGENCY CONTRACTS

Approve entering into the following non-public school/non-public agency master contracts, to be funded by the General Fund/Restricted 06-00, and authorize Christina M. Bennett, Eric R. Dill or Stephen G. Ma to execute all pertinent documents pertaining to this contract, contingent upon receipt of the signed documents and verification of insurance coverage:

1. ACES - Comprehensive Educational Services, Inc., during the period July 1, 2009 through June 30, 2010.
2. AEFCT- Autism Experts Empowering Families & Children Together, during the period July 1, 2009 through June 30, 2010.
3. ASC - Autism Spectrum Consultants, during the period July 1, 2009 through June 30, 2010.
4. C.A.R.E.S. - Center for Autism Research, Evaluation, and Services, during the period July 1, 2009 through June 30, 2010.
5. Institute of Effective Education, during the period July 1, 2009 through June 30, 2010.
6. New Haven School, during the period July 1, 2009 through June 30, 2010.
7. Oak Grove Institute, during the period July 1, 2009 through June 30, 2010.
8. SAILS - Mar Vista Schools, during the period July 1, 2009 through June 30, 2010.
9. Sierra Academy of San Diego, during the period July 1, 2009 through June 30, 2010.

10. Springall Academy, during the period July 1, 2009 through June 30, 2010.

11. TERI, Inc., during the period July 1, 2009 through June 30, 2010.

B. APPROVAL/RATIFICATION OF AGREEMENTS

No Agreements Submitted

C. APPROVAL/RATIFICATION OF PARENT SETTLEMENT AND RELEASE AGREEMENT

No Agreements Submitted

15. BUSINESS

A. APPROVAL/RATIFICATION OF AGREEMENTS

Approve/ratify entering into the following agreements and authorize Christina M. Bennett, Eric R. Dill, Stephen G. Ma, or Ken Noah to execute the agreements:

1. Match Point Tennis Courts, Inc. to provide tennis court maintenance services at San Dieguito Academy, Canyon Crest Academy, Torrey Pines High School, and La Costa Canyon High School, during the period August 1, 2009 through June 30, 2010, for an estimated amount of \$10,000.00, to be expended from the General Fund 03-00.
2. San Dieguito Masonic Center for lease of facilities for the San Dieguito Adult School parent participation pre-school, during the period September 1, 2009 through June 30, 2010, at the rate of \$1,100.00 (including utilities) per month, to be expended from the Adult Education Fund 11-00.
3. TechnoFit to provide weight room equipment maintenance at Canyon Crest Academy, during the period October 1, 2009 through June 30, 2010, at the rate of \$453.80 per visit with mechanical bicycles or \$225.30 per visit without mechanical bicycles, to be expended from the General Fund 03-00.
4. California Center for Sustainable Energy to provide solar opportunities assessment consulting services, during the period October 2, 2009 through October 1, 2010, in an amount not to exceed \$36,000.00, to be expended from the Capital Facilities Fund 25-19.

B. APPROVAL/RATIFICATION OF AMENDMENT TO AGREEMENTS

No Agreements Submitted

C. AWARD/RATIFICATION OF CONTRACTS

No Contracts Submitted

D. APPROVAL OF CHANGE ORDERS

Approve Change Order No. 1 to the following projects, and authorize Christina M. Bennett, Eric R. Dill or Stephen G. Ma to execute the change orders:

1. Miscellaneous Site Improvements at Torrey Pines High School project B2010-02, contract entered into with Ted Company, extending the contract time by 31 calendar days and decreasing the contract amount by \$4,000.00.
2. Front Entry Site Improvements at Earl Warren Middle School project B2009-27, contract entered into with Blair Rasmussen Construction, Inc., extending the contract time by 44 calendar days and increasing the contract amount by \$4,073.83, to be expended from the Capital Facilities Fund 25-19.
3. Sunset High School Offsite Improvements project B2009-22, contract entered into with Stammerrama General Engineering Contractors, Inc., extending the contract time by 63 calendar days and increasing the contract amount by \$7,373.04, to be expended from the Capital Facilities Fund 25-19.

E. ACCEPTANCE OF CONSTRUCTION PROJECTS

Accept the following construction projects as complete, pending the completion of a punch list, and authorize the administration to file a Notice of Completion with the County Recorders' Office:

1. Miscellaneous Site Improvements at Torrey Pines High School project B2010-02, contract entered into with Ted Company.
2. Front Entry Site Improvements at Earl Warren Middle School project B2009-27, contract entered into with Blair Rasmussen Construction, Inc.
3. Sunset High School Offsite Improvements project B2009-22, contract entered into with Stammerrama General Engineering Contractors, Inc.

F. APPROVAL OF BUSINESS REPORTS

1. Purchase Orders
2. Instant Money
3. Membership Listing

DISCUSSION / ACTION ITEMS (ITEMS 16 – 18)

16. ADOPTION OF RESOLUTION OF INTENTION / DEDICATE INTEREST IN REAL PROPERTY

It was moved by Ms. Deanna Rich, seconded by Nick Lawson, to adopt the Resolution Intention to Dedicate Interest in Real Property to Verizon Wireless (VAW) LLC over telecommunications facilities constructed on the Torrey Pines High School campus, as described in the attached supplement. **Motion unanimously carried.**

17. ADOPTION OF 2009-10 DISTRICT GENERAL FUND BUDGET / FALL REVISION

It was moved by Ms. Deanna Rich, seconded by Ms. Beth Hergesheimer, to adopt the 2009-10 District General Fund Budget, Fall Revision, as presented. **Motion unanimously carried.**

18. APPROVAL OF BOARD POLICY REVISION, #4160.20, "COORDINATOR OF SPECIAL EDUCATION"

It was moved by Ms. Linda Friedman, seconded by Allie Jucha, to approve the title / salary change of Board Policy #4160.20 to "*Director of Special Education*", as presented. **Motion unanimously carried.**

INFORMATION ITEMS..... (ITEMS 19 - 26)

19. BUSINESS UPDATE..... STEVE MA, ASSOCIATE SUPERINTENDENT, BUSINESS

Mr. Ma shared a video presentation from School Services of California, Inc. regarding the state budget; and gave an update on some pending facilities improvements at Earl Warren Middle School.

20. HUMAN RESOURCES UPDATE(NONE PRESENTED)

21. EDUCATIONAL SERVICES UPDATE RICK SCHMITT, ASSOCIATE SUPERINTENDENT, ED SVCS.

Mr. Schmitt gave an update on the High School Selection process that included a list of dates for Choice Nights at the various sites, selection deadlines and Academy Lottery and enrollment deadlines; and gave comparisons on Adult Education enrollment numbers, class sizes, and number of classes, between last and current school years.

22. PUBLIC COMMENTS – (None presented)

23. FUTURE AGENDA ITEMS – (None discussed)

24. ADJOURNMENT TO CLOSED SESSION – (Nothing further to discuss)

25. REPORT OUT OF CLOSED SESSION – (Nothing further to report)

26. ADJOURNMENT OF MEETING – Meeting adjourned at 8:30 PM.

Barbara Groth, Board Clerk

____ / ____ / 2009
Date

Ken Noah, Superintendent

____ / ____ / 2009
Date

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: October 2, 2009

BOARD MEETING DATE: October 15, 2009

**PREPARED AND
SUBMITTED BY:** Ken Noah, Superintendent

SUBJECT: ACCEPTANCE OF GIFTS AND DONATIONS

.....

EXECUTIVE SUMMARY

The district administration is requesting acceptance of gifts and donations to the district as shown on the following reports.

RECOMMENDATION:

The administration recommends that the Board accept the gifts and donations to the district as shown on the following reports.

FUNDING SOURCE:

Not applicable

KN/bb

**GIFTS AND DONATIONS
SDUHSD BOARD MEETING
October 15, 2009**

ITEM 11A

Donation	Purpose	Donor	Donated To: (Teacher, Dept, Site)	
		Name / Foundation	Department	School Site
\$4,716.00	Lab supplies and equipment	Jimmy Peterson, Biogen Idec	Science	SDUHSD
Overhead Projector	For staff and teachers	Victoria Neumann	SDUHSD	SDUHSD
Four \$5.00 Wahoo's Gift Cards totaling \$20.00	Student incentive awards through the counseling office	Wahoo's Fish Tacos / Gina Emmett	Counseling Office	Oak Crest
Drum Set	For band class or student at OC	Lori Carstens	Band class	Oak Crest

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: October 2, 2009

BOARD MEETING DATE: October 15, 2009

**PREPARED AND
SUBMITTED BY:** Ken Noah, Superintendent

SUBJECT: APPROVAL / RATIFICATION OF
FIELD TRIPS

.....

EXECUTIVE SUMMARY

The district administration is requesting approval / ratification of the out-of-state and/or overnight field trips, as shown on the following reports.

RECOMMENDATION:

The administration recommends that the Board approve / ratify the out-of-state and/or overnight field trips, as shown on the following reports.

FUNDING SOURCE:

As listed on attached reports.

KN/bb

FIELD TRIPS
SDUHSD BOARD MEETING
October 15, 2009

ITEM 11B

Date(s) of Field Trip	Site	Sponsor, Last Name	First Name	Team / Club	Total # Students	Total # Chaperones	Purpose / Conference Name	City	State	Loss of Class Time	* \$ Cost
10/23/09	SDA	Newkirk	Todd	Speech & Debate	25	6	CSU Fullerton Invitational	Fullerton	CA	1 day	N/A
10/03/09 - 10/04/09 (ratification)	SDA	Newkirk	Todd	Speech & Debate	33	8	Jack Howe Invitational @CSU Long Beach	Long Beach	CA	0 days	N/A
03/05/10	TP	Drake	Chris	Model United Nations Club	15	2	Berkeley Model United Nations Conference	Berkeley	CA	1 day	N/A
10/30/09 - 11/1/09	SDA	Newkirk	Todd	Speech & Debate	7	2	Meadows Invitational	Las Vegas	NV	1 day	N/A
11/6/09 - 11/7/09	SDA	Newkirk	Todd	Speech & Debate	24	4	USC	Los Angeles	CA	1 day	N/A
11/14/09 - 11/15/09	SDA	Newkirk	Todd	Speech & Debate	20	4	Damien High School	La Verne	CA	0 days	N/A
10/2/09 (ratification)	TP	Lynch	Trudie	Speech & Debate	25	4	Jack Howe Invitational @CSU Long Beach	Long Beach	CA	1 day	N/A

* Dollar amounts are listed only when district/site funds are being spent. Other activities are paid for by student fees or ASB funds.

San Dieguito Union High School District

ITEM 12

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: October 6, 2009

BOARD MEETING DATE: October 15, 2009

PREPARED BY: Terry King
Associate Superintendent/Human Resources

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: APPROVAL OF CERTIFICATED and
CLASSIFIED PERSONNEL

EXECUTIVE SUMMARY

Please find the following Personnel actions attached for Board Approval:

Certificated

Change in Status (to be distributed at the Board meeting)

Classified

Employment
Change in Assignment
Resignation

RECOMMENDATION:

It is recommended that the Board approve the attached Personnel actions.

FUNDING SOURCE:

General Fund

PERSONNEL LIST

CLASSIFIED PERSONNEL

Employment

1. **Don Dales**, Purchasing Assistant, effective 10/19/09 – 4/15/10

Change in Assignment

1. **Gomez, Daniel**, from Custodian to School Plant Supervisor High School, effective 9/8/09 to 9/11/09 and from 9/23/09 to 9/30/09
2. **Villasenor, Jose**, from 31.3% Nutrition Services Assistant I to 32.5% effective 9/15/09
3. **Gogue, Roy**, from Grounds Maintenance Equipment Operator to Lead Grounds Worker, effective 10/5/09 – 10/16/09

Resignation

1. **Morris, Jill**, Administrative Assistant High School, resigning for the purpose of retirement effective 12/30/09
2. **Soukup, Dena**, Health Technician, resigning for the purpose of retirement effective January 1, 2010

mh
10/15/09
classbdagenda

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: October 5, 2009

BOARD MEETING DATE: October 15, 2009

PREPARED BY: Bruce Cochrane, Executive Director
Pupil Services

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: **Approval/Ratification of Independent
Contractor Agreements**

EXECUTIVE SUMMARY

The attached Independent Contractor Agreements Report summarizes one contract that provides services for the Special Education Program and Special Education Students for the 2009-2010 school year.

RECOMMENDATION

Approve/ratify entering into an Independent Contractor Agreement as shown on the attached report and authorize Christina M. Bennett, Eric R. Dill, Stephen G. Ma, or Ken Noah to execute all pertinent documents pertaining to this agreement, contingent upon receipt of the signed documents and verification of insurance coverage.

FUNDING SOURCE

General Fund 06-00/Special Education Budget – Estimated \$5,000.00

KN/ddb
Attachment

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

ITEM 14B

INDEPENDENT CONTRACTOR AGREEMENTS 2009-2010

Date: October 15, 2009

Contract Effective Dates	Independent Contractor	Description of Services	Number of Students (Estimate)	Fee
7-1-09 To 6-30-10	Interpreters Unlimited	Language Interpreting Service	6	\$49.00-\$140.00/Hr. Estimate: \$5,000.00
			TOTAL	\$5,000.00

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: October 7, 2009

BOARD MEETING DATE: October 15, 2009

PREPARED BY: Christina M. Bennett, Director of Purchasing
Eric R. Dill, Executive Director, Business Services
Steve Ma, Associate Superintendent/Business

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: APPROVAL/RATIFICATION OF
PROFESSIONAL SERVICES CONTRACTS/
BUSINESS

EXECUTIVE SUMMARY

The attached Professional Services Report/Business summarizes six contracts totaling \$800.00, or as noted on the attachment.

RECOMMENDATION:

The administration recommends that the Board approve and/or ratify the contracts, as shown in the attached Professional Services Report.

FUNDING SOURCE:

As noted on attached list.

ITEM 15A

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT**BUSINESS - PROFESSIONAL SERVICES REPORT****Date: 10-15-09**

<u>Contract Effective Dates</u>	<u>Consultant/ Vendor</u>	<u>Description of Services</u>	<u>School/ Department Budget</u>	<u>Fee Not to Exceed</u>
10/01/09 – 09/30/10	YMCA of San Diego County for Magdalena Ecke Family YMCA	San Dieguito Union High School District Transportation Yard to provide vehicle inspection and maintenance on the YMCA transportation buses	Reimbursed by the YMCA	Amount billed by each individual job performed
09/01/09 – 06/18/10	Magdalena Ecke Family YMCA	Lease of facilities for Earl Warren Middle School and San Dieguito Academy off-campus PE classes	General Fund 03-00 and partially reimbursed by Athletic Boosters and Parent Associations	\$2,200.00 per semester
09/08/09 – 06/30/10	Lawrence Family Jewish Community Center	Lease of facilities for the Torrey Pines High School Swim Team and Water Polo Team	Torrey Pines High School Foundation	\$66.00 per hour
08/25/09 – 06/30/10	St. Peter's Episcopal Church	Lease of facilities for the San Dieguito Adult Education Life Story Writing class	Adult Education Fund 11-00	\$800.00
08/25/09 – 06/12/10	CQF, Inc. dba California Quivers	Provide 10 oz California Quivers product (frozen fruit ice) at Torrey Pines High School	Cafeteria Fund 13-00	\$1.04 per 10 oz serving
08/01/09 – 06/30/10	Bethlehem Community Child Care	San Dieguito Union High School Nutrition Services Department to prepare student meals	N/A	\$2.85 per meal ordered

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: October 7, 2009

BOARD MEETING DATE: October 15, 2009

PREPARED BY: Christina Bennett, Director of Purchasing
Eric R. Dill, Executive Director, Business Services
Steve Ma, Associate Supt./Business

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: APPROVAL/RATIFICATION OF
AMENDMENTS TO AGREEMENTS

EXECUTIVE SUMMARY

The attached Amendment to Agreements Report summarizes one amendment to an agreement totaling \$54,593.00, or as listed on the attached report.

RECOMMENDATION:

The administration recommends that the Board approve and/or ratify the amendments to agreements, as shown in the attached Amendment Report.

FUNDING SOURCE:

As noted on attached list

ITEM 15B

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

AMENDMENT TO AGREEMENTS REPORT

Date: 10-15-09

<u>Contract Effective Dates</u>	<u>Consultant/ Vendor</u>	<u>Description of Services</u>	<u>School/ Department Budget</u>	<u>Fee Not to Exceed</u>
extended through 11/30/09	Roesling Nakamura Terada Architects, Inc.	Reducing the scope of work for the Relocatable Building Quad at San Dieguito Academy project	Capital Facilities Fund 25-19	Reducing the project fee to \$54,593.00

San Dieguito Union High School District ITEM 15D

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: October 5, 2009

BOARD MEETING DATE: October 15, 2009

PREPARED BY: Christina M. Bennett, Director of Purchasing
Eric R. Dill, Executive Director, Business Services
Steve Ma, Associate Supt./Business

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: APPROVAL OF CHANGE ORDERS

EXECUTIVE SUMMARY

Two more of the various summer projects, Earl Warren Middle School Covered Walkways and Biotech Classroom Conversion at San Dieguito Academy, are now finished. Both were completed on schedule and finished with contract amount deductions. The Biotech Classroom project had a cost deduction due to the allowance not being fully utilized and the project at Earl Warren Middle School incurred a cost deduction due to the District and Contractor sharing the cost of a sewer line repair.

In addition to the changes in the contract amounts, for administrative purposes, the completion date needs to be extended on all of the contracts to coincide with the Board's acceptance date.

RECOMMENDATION:

Approve Change Orders to the following projects, and authorize Christina M. Bennett, Eric R. Dill, or Stephen G. Ma to execute the change orders:

1. Earl Warren Middle School Covered Walkways as Specified in Chula Vista Elementary School District Piggyback Agreement #06-07-2 Contract B2009-29, contract entered into with National Carport Industries, Inc., extending the contract time by 64 calendar days and decreasing the contract amount by \$2,150.00.
2. Biotech Classroom Conversion at San Dieguito Academy project B2010-04, contract entered into with Wayne L. Whitwer Construction Company, decreasing the contract time by 30 calendar days and decreasing the contract amount by \$872.67.

FUNDING SOURCE:

N/A



ROESLING
NAKAMURA
TERADA
Architects, Inc.

363 FIFTH AVENUE
SAN DIEGO
CALIFORNIA 92101
619 233-1023
FAX 619 233-0016
mail@rntarchitects.com

Change Order

Owner **ITEM 15D**
 Architect
 Contractor
 Field
 Other

Project: **Earl Warren Middle School Covered Walkways as Specified in Chula Vista Elementary School District Piggyback Agreement #06-07-2 Contract B2009-29**

To Contractor: **National Carport Industries.**

680 Hunter Place

Reno, NV 89519

CO No: **01**

Initiation Date: **October 2, 2009**

Project No: **543**

Contract For:

Contract Date: **June 4, 2009**

The Contract is changed as follows:
 Decrease contract amount by <\$2150.00> due to shared cost of sewer line damage repair.
 Increase contract time by 64 days.

Not valid until signed by the Owner, Architect, and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	72,735.00
Net change by previously authorized Change Orders	\$	0
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	72,735.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	<2150.00>
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	70,585.00
The Contract Time will be (increased) (decreased) (unchanged) by	(64) days
The date of Substantial Completion as of the date of this Change Order therefore is		Oct 15, 2009

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

ARCHITECT **Roesling Nakamura Terada Architects, Inc.**

ADDRESS **363 5th Avenue, #202, San Diego, CA 92101**

BY **Joe Mansfield** DATE **10/02/09**

CONTRACTOR **National Carport Industries**

ADDRESS **680 Hunter Place, Reno, NV 89519**

BY _____ DATE _____

OWNER **San Dieguito Union High School District**

ADDRESS **710 Encinitas Blvd. Encinitas, CA 92024**

BY **Christina Bennett** DATE _____



ROESLING
NAKAMURA
TERADA
Architects, Inc.

363 FIFTH AVENUE
SAN DIEGO
CALIFORNIA 92101
619 233-1023
FAX 619 233-0016
mail@rntarchitects.com

Change Order

Owner **ITEM 15D**
 Architect
 Contractor
 Field
 Other

Project: **BIOTECH CLASSROOM
CONVERSION AT SAN DIEGUITO
ACADEMY - B2010-04**

CO No: **01**

Initiation Date: **October 2, 2009**

To Contractor: **Wayne L. Whitwer Construction Co.**

12636 Calle De Rob

Poway, CA 92064

Project No: **546**

Contract For:

Contract Date: **Aug. 12, 2009**

The Contract is changed as follows:

Decrease contract amount by <\$872.67> for unused portion of Allowance No. 1.
 Decrease contract time by 30 days.

Not valid until signed by the Owner, Architect, and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	135,900.00
Net change by previously authorized Change Orders	\$	0
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	135,900.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	<872.67>
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	135,072.33
The Contract Time will be (increased) (decreased) (unchanged) by	(30) days
The date of Substantial Completion as of the date of this Change Order therefore is		Oct 15, 2009

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

ARCHITECT **Roesling Nakamura Terada Architects, Inc.**

ADDRESS **363 5th Avenue, #202, San Diego, CA 92101**

BY **Joe Mansfield** DATE **10/02/09**

CONTRACTOR **Wayne L. Whitwer Construction Co.**

ADDRESS **12636 Calle De Rob, Poway, CA 92064**

BY _____ DATE _____

OWNER **San Dieguito Union High School District**

ADDRESS **710 Encinitas Blvd. Encinitas, CA 92024**

BY **Christina Bennett** DATE _____

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: October 5, 2009

BOARD MEETING DATE: October 15, 2009

PREPARED BY: Christina M. Bennett, Director of Purchasing
Eric R. Dill, Executive Director, Business Services
Steve Ma, Associate Supt./Business

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: ACCEPTANCE OF CONSTRUCTION PROJECTS

EXECUTIVE SUMMARY

The Earl Warren Middle School Covered Walkways project and Biotech Classroom Conversion at San Dieguito Academy project are complete. The projects were completed on time and do not have any outstanding issues. It is recommended that the Board of Trustees accept these projects as complete.

RECOMMENDATION:

It is recommended that the Board accept the following construction projects as complete, pending the completion of a punch list, and authorize the administration to file a Notice of Completion with the County Records' Office:

1. Earl Warren Middle School Covered Walkways as Specified in Chula Vista Elementary School District Piggyback Agreement #06-07-2 Contract B2009-29, contract entered into with National Carport Industries, Inc.
2. Biotech Classroom Conversion at San Dieguito Academy project B2010-04, contract entered into with Wayne L. Whitwer Construction Company.

FUNDING SOURCE:

N/A

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: October 6, 2009

BOARD MEETING DATE: October 15, 2009

PREPARED BY: Stephen G. Ma
Associate Superintendent, Business

SUBMITTED BY: Ken Noah, Superintendent

SUBJECT: APPROVAL OF BUSINESS REPORTS

EXECUTIVE SUMMARY

Please find the following business reports submitted for your approval:

- a) Purchase Orders
- b) Instant Money
- c) Membership Listing

RECOMMENDATION:

It is recommended that the Board approve the following business reports: a) Purchase Orders, b) Instant Money, c) Membership Listing.

FUNDING SOURCE:

Not applicable

js
Attachments

PO/BOARD/REPORT

SAN DIEGUITO UNION HIGH
FROM 09/22/09 THRU 10/05/09

1

ITEM 15F

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
201162	09/22/09	25-19	PATHWAY COMMUNICATIO	012	NON CAPITALIZED EQUI	\$1,438.99
201163	09/22/09	03	PEARSON & AGS ASSESS	010	MATERIALS AND SUPPLI	\$140.70
201164	09/22/09	03	N C S PEARSON-DO NOT	003	MATERIALS AND SUPPLI	\$114.56
201165	09/22/09	03	XEROX CORPORATION	010	REPAIRS BY VENDORS	\$415.77
201166	09/22/09	03	DAY WIRELESS SYSTEMS	005	MATERIALS AND SUPPLI	\$986.76
201167	09/22/09	06	RIVERSIDE PUBLISHING	005	MATERIALS AND SUPPLI	\$194.75
201168	09/22/09	03	MARK'S BOBCAT SERVIC	025	REPAIRS BY VENDORS	\$2,800.00
201169	09/22/09	06	CONTINENTAL MATHEMAT	004	FEES - ADMISSIONS, T	\$155.00
201170	09/22/09	03	STAPLES ADVANTAGE	004	MATERIALS AND SUPPLI	\$170.05
201172	09/22/09	03	FREE FORM CLAY & SUP	013	MATERIALS AND SUPPLI	\$600.00
201174	09/22/09	06	BIOCOM	013	DUES AND MEMBERSHIPS	\$1,200.00
201175	09/22/09	06	PEOPLE'S EDUCATION	005	TEXTBOOKS	\$2,651.09
201176	09/22/09	06	AMAZON.COM	010	TEXTBOOKS	\$202.71
201177	09/22/09	06	FOLLETT EDUCATIONAL	005	TEXTBOOKS	\$726.12
201178	09/22/09	06	FOLLETT EDUCATIONAL	005	TEXTBOOKS	\$10,038.11
201179	09/22/09	13	PIERRE FOODS INC	031	PURCHASES FOOD	\$8,000.00
201180	09/22/09	03	ENCINITAS, CITY OF	025	SEWER CHARGES	\$53,014.20
201181	09/22/09	06	ONE STOP TONER AND I	033	MATERIALS AND SUPPLI	\$118.54
201182	09/22/09	06	STAPLES ADVANTAGE	013	MATERIALS AND SUPPLI	\$45.42
201183	09/22/09	06	HOME DEPOT	014	MATERIALS AND SUPPLI	\$87.27
201184	09/22/09	06	BLICK, DICK (DICK BL	033	MATERIALS AND SUPPLI	\$486.59
201185	09/22/09	03	EDUCATIONAL INNOVATI	010	MATERIALS AND SUPPLI	\$108.70
201186	09/22/09	03	LA MOTTE COMPANY	010	MATERIALS AND SUPPLI	\$26.75
201187	09/22/09	03	HOME DEPOT	004	MATERIALS AND SUPPLI	\$50.00
201188	09/22/09	03	DATEL SYSTEMS INC	014	SOFTWARE/DP SUPPLIES	\$619.88
201189	09/22/09	03	APPERSON EDUCATION P	014	MATERIALS AND SUPPLI	\$671.38
201190	09/23/09	03	PASCO SCIENTIFIC	010	MATERIALS AND SUPPLI	\$485.45
201191	09/23/09	03	SARGENT WELCH SCIENT	010	MATERIALS AND SUPPLI	\$621.33
201192	09/23/09	06	FOLLETT SOFTWARE COM	008	MATERIALS AND SUPPLI	\$95.00
201193	09/23/09	06	NATL GEOGRAPHIC SCHO	030	MATERIALS AND SUPPLI	\$13,794.09
201194	09/23/09	03	FREE FORM CLAY & SUP	004	MATERIALS AND SUPPLI	\$382.73
201195	09/23/09	06	NATL GEOGRAPHIC SCHO	010	MATERIALS AND SUPPLI	\$410.22
201196	09/23/09	03	SAX ARTS & CRAFTS	003	MATERIALS AND SUPPLI	\$179.76
201197	09/23/09	06	SUPER DUPER, INC	003	MATERIALS AND SUPPLI	\$117.23
201198	09/23/09	06	CARLSBAD, CITY OF	037	SUB/SECURITY CONTRAC	\$51,954.00
201199	09/24/09	06	TROXELL COMMUNICATIO	024	MATERIALS AND SUPPLI	\$116.62
201200	09/24/09	03	BLICK, DICK (DICK BL	010	MATERIALS AND SUPPLI	\$415.32
201201	09/24/09	03/06	FREDRICKS ELECTRIC I	035	MATERIALS AND SUPPLI	\$4,883.00
201202	09/24/09	03	FREDRICKS ELECTRIC I	025	REPAIRS BY VENDORS	\$1,690.50
201203	09/24/09	03	TARGET	014	MATERIALS AND SUPPLI	\$100.00
201204	09/24/09	03	SUNDIEGO CHARTER COM	028	FLD. TRIPS BY PRV. C	\$35,000.00
201205	09/24/09	03	SUNDANCE STAGE LINES	028	FLD. TRIPS BY PRV. C	\$20,000.00
201206	09/24/09	03	NO CTY STUDENT TRANS	028	SUBAGREEMENTS FOR SE	\$60,000.00
201207	09/24/09	03	GRAND PACIFIC CHARTE	028	FLD. TRIPS BY PRV. C	\$50,000.00
201208	09/24/09	03	GOLDFIELD STAGE & CO	028	FLD. TRIPS BY PRV. C	\$20,000.00
201209	09/24/09	03	CERTIFIED TRANSPORTA	028	FLD. TRIPS BY PRV. C	\$20,000.00
201210	09/24/09	06	AMERICAN LOGISTICS C	028	SPEC.ED.TRANSPORTATI	\$9,000.00
201211	09/24/09	03	DIVERSIFIED BUSINESS	013	REPAIRS BY VENDORS	\$284.56
201212	09/25/09	06	NEWS-2-YOU	030	A/V CONTRACT	\$778.00
201213	09/25/09	03	FREY SCIENTIFIC CO	012	MATERIALS AND SUPPLI	\$96.14
201214	09/25/09	14	DOOR SERVICE & REPAI	025	REPAIRS BY VENDORS	\$3,651.00
201215	09/25/09	03	SAX ARTS & CRAFTS	003	MATERIALS AND SUPPLI	\$521.55
201216	09/25/09	03	GALE - A CENGAGE LEA	013	A/V CONTRACT	\$100.00
201217	09/25/09	03	ROYAL BUSINESS GROUP	010	MATERIALS AND SUPPLI	\$51.11
201218	09/25/09	03	RASIX COMPUTER CENTE	003	MATERIALS AND SUPPLI	\$211.02

PO/BOARD/REPORT

SAN DIEGUITO UNION HIGH
FROM 09/22/09 THRU 10/05/09

2

ITEM 15F

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
201219	09/25/09	03	SEASIDE HEATING AND	025	REPAIRS BY VENDORS	\$1,460.00
201220	09/25/09	13	SAN DIEGO REFRIGERAT	031	REPAIRS BY VENDORS	\$615.83
201221	09/25/09	03	TROXELL COMMUNICATIO	025	BLDG.-REPAIR MATERIA	\$55.42
201222	09/25/09	06	TOOL DEPOT	013	MATERIALS AND SUPPLI	\$1,000.00
201223	09/25/09	03	EDUCATIONAL SYSTEMS	010	MATERIALS AND SUPPLI	\$96.95
201224	09/25/09	03	WEST COAST SAND & GR	025	GROUNDS-REPAIR MATER	\$2,051.92
201225	09/25/09	03	B AND H PHOTO-VIDEO-	035	MAT/SUP/EQUIP TECHNO	\$847.22
201226	09/28/09	03	BARKSHIRE LASER LEVE	025	REPAIRS BY VENDORS	\$3,800.00
201227	09/28/09	03	PEPPER OF LOS ANGELE	013	MATERIALS AND SUPPLI	\$500.00
201228	09/28/09	03	WOODWIND & BRASSWIND	013	MATERIALS AND SUPPLI	\$499.85
201229	09/28/09	03	AREY JONES EDUCATION	013	SOFTWARE/DP SUPPLIES	\$1,138.61
201230	09/28/09	03	TRI BEST VISUAL DISP	005	MATERIALS AND SUPPLI	\$989.59
201231	09/28/09	03	STAPLES ADVANTAGE	005	MATERIALS AND SUPPLI	\$150.00
201232	09/28/09	03	DELL COMPUTER CORPOR	035	MAT/SUP/EQUIP TECHNO	\$1,183.74
201233	09/28/09	03	ACSA - ASSC OF CAL S	026	DUES AND MEMBERSHIPS	\$150.00
201234	09/28/09	06	ONE STOP TONER AND I	030	MATERIALS AND SUPPLI	\$92.41
201235	09/28/09	25-19	PROCURETECH	004	MATERIALS AND SUPPLI	\$56.55
201236	09/28/09	03	RASIX COMPUTER CENTE	014	MATERIALS AND SUPPLI	\$196.51
201237	09/28/09	06	ACADEMIC COMMUNICATI	014	MATERIALS AND SUPPLI	\$61.75
201238	09/28/09	03	DELL COMPUTER CORPOR	012	SOFTWARE/DP SUPPLIES	\$513.68
201239	09/28/09	06	PEARSON & AGS ASSESS	014	MATERIALS AND SUPPLI	\$647.19
201240	09/29/09	03	TEAM SPORTS OF NORTH	010	ABATEMENTS-MATLS & S	\$8,971.88
201241	09/29/09	03	DELTA BIOLOGICALS	013	MATERIALS AND SUPPLI	\$2,460.00
201242	09/29/09	03	ELECTRIFIED DISCOUNT	004	MATERIALS AND SUPPLI	\$184.79
201243	09/29/09	03	WAXIE SANITARY SUPPL	010	MATERIALS AND SUPPLI	\$788.74
201244	09/29/09	03	ATLAS CHEMICAL & MFG	010	MATERIALS AND SUPPLI	\$42.63
201245	09/29/09	03	INGRAM	010	OTHER BOOKS-LIBRARY	\$1,995.56
201246	09/29/09	03	HARCOURT OUTLINES	010	MATERIALS AND SUPPLI	\$112.75
201247	09/29/09	03	TAPEANDMEDIA.COM, LL	010	MATERIALS AND SUPPLI	\$185.16
201248	09/29/09	03	XEROX CORPORATION	010	COPIER OVERAGE CHGS	\$510.34
201249	09/29/09	03	XEROX CORPORATION	010	RENTS & LEASES	\$4,319.04
201250	09/29/09	03	XEROX CORPORATION	010	COPIER OVERAGE CHGS	\$18,016.00
201251	09/29/09	03	B AND H PHOTO-VIDEO-	014	NON CAPITALIZED EQUI	\$1,387.89
201252	09/29/09	06	RASIX COMPUTER CENTE	030	MATERIALS AND SUPPLI	\$347.59
201253	09/30/09	03	STATE OF CALIFORNIA	025	FEES - ADMISSIONS, T	\$420.00
201254	09/30/09	03	FERANDELL TENNIS COU	025	REPAIRS BY VENDORS	\$125.00
201255	09/30/09	03	DOOR SERVICE & REPAI	025	REPAIRS BY VENDORS	\$463.75
201257	09/30/09	03	TROXELL COMMUNICATIO	005	MAT/SUP/EQUIP TECHNO	\$748.45
201258	09/30/09	06	CRISIS PREVENTION IN	010	MATERIALS AND SUPPLI	\$848.34
201259	09/30/09	03	SIMPLEX-GRINNELL LP	025	REPAIRS BY VENDORS	\$422.50
201260	09/30/09	03	SIMPLEX-GRINNELL LP	025	REPAIRS BY VENDORS	\$358.00
201261	09/30/09	03	SIMPLEX-GRINNELL LP	025	REPAIRS BY VENDORS	\$2,763.71
201262	09/30/09	03	DAVIS DEMOGRAPHICS &	021	A/V CONTRACT	\$1,315.00
201263	09/30/09	03	DISCOVERY EDUCATION	014	MATERIALS AND SUPPLI	\$177.82
201264	09/30/09	06	DYNAVOX SYSTEMS, INC	030	REPAIRS BY VENDORS	\$550.67
201265	10/01/09	03	AZTEC TECHNOLOGY COR	025	RENTS & LEASES	\$300.00
201266	10/01/09	03	AREY JONES EDUCATION	035	MAT/SUP/EQUIP TECHNO	\$2,028.88
201267	10/01/09	06	PEARSON & AGS ASSESS	003	MATERIALS AND SUPPLI	\$93.80
201268	10/02/09	11	DISCOUNT SCHOOL SUPP	009	MATERIALS AND SUPPLI	\$87.75
201269	10/02/09	03	D AND D TOOL SUPPLY	013	MATERIALS AND SUPPLI	\$35.15
201270	10/02/09	03	FREE FORM CLAY & SUP	013	REPAIRS BY VENDORS	\$550.00
201272	10/02/09	06	USA TEST PREP INC	006	A/V CONTRACT	\$800.00
201275	10/05/09	06	WEST SHIELD ADOLESCE	030	PROF/CONSULT./OPER E	\$10,000.00
201276	10/05/09	03	SCANTRON CORPORATION	003	DUPLICATING SUPPLIES	\$42.10
201279	10/05/09	11	NEW TEACHER CONCEPTS	009	MATERIALS AND SUPPLI	\$42.82

PO/BOARD/REPORT

SAN DIEGUITO UNION HIGH
FROM 09/22/09 THRU 10/05/09

3

ITEM 15F

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
201280	10/05/09	03	STAPLES ADVANTAGE	010	MATERIALS AND SUPPLI	\$800.00
201281	10/05/09	06	DEMCO INC	004	MATERIALS AND SUPPLI	\$90.10
201283	10/05/09	03	MATCH POINT TENNIS C	025	OTHER SERV. & OPER.EX	\$9,982.50
201284	10/05/09	06	C A R E S - CENTER F	030	OTHER CONTR-N.P.A.	\$1,885.00
201285	10/05/09	06	SAILS SAN DIEGO, INC	030	OTHER CONTR-N.P.S.	\$29,981.70
201286	10/05/09	06	SAILS SAN DIEGO, INC	030	OTHER CONTR-N.P.S.	\$29,981.70
201287	10/05/09	06	MAXIM HEALTHCARE SER	030	OTHER CONTR-N.P.A.	\$54,600.00
600001	10/02/09	03	SOUTHLAND ENVELOPE C	001	STORES	\$1,384.66
700021	10/05/09	03	CABLE PIPE LEAK DETE	025	REPAIRS BY VENDORS	\$240.00
700022	10/05/09	03	AIR-TEK	025	REPAIRS BY VENDORS	\$700.00
800007	09/25/09	06	SAN DIEGO COUNTY OFF	022	CONFERENCE, WORKSHOP,	\$400.00
REPORT TOTAL						\$587,650.96

ITEM 15F

INSTANT MONEY REPORT FOR THE PERIOD 09/22/09 THROUGH 10/05/09

Check #	Vendor	Amount
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No checks this period

	Total	<u>0</u>
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ITEM 15F

Individual Membership Listings
For the Period of September 22, 2009 through October 5, 2009

<u>Staff Member Name</u>	<u>Organization Name</u>	<u>Amount</u>
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None to report

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: October 2, 2009

BOARD MEETING DATE: October 15, 2009

PREPARED AND SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: ADOPTION OF RESOLUTION IN SUPPORT OF RED RIBBON WEEK AND DECLARING OCTOBER 2009 AS DRUG AWARENESS MONTH

.....

EXECUTIVE SUMMARY

This resolution is provided as a means to show that the Board of Trustees of the San Dieguito Union High School District joins the nation in support and recognition of Red Ribbon Week and declaring October, 2009 as Drug Awareness Month.

RECOMMENDATION:

The administration recommends that the Board adopt the Resolution in support of Red Ribbon Week and declaring October, 2009 as Drug Awareness Month.

FUNDING SOURCE:

Not applicable

KN/bb

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
RESOLUTION IN SUPPORT OF
DRUG AWARENESS MONTH AND
RED RIBBON WEEK**

WHEREAS, the Board of Trustees of the San Dieguito Union High School District has made a strong commitment to alcohol, tobacco, and other drug prevention education and activities;

WHEREAS, the Board of Trustees of the San Dieguito Union High School District recognizes the overwhelming financial burden to society of alcohol, tobacco and other drugs in medical costs and services, crippling injury, loss of life, family disruption, crime and unfulfilled potential;

WHEREAS, the Board of Trustees of the San Dieguito Union High School District recognizes the physical and emotional impact to our students, their families and friends, when they are entrapped by poor health or addiction; and

WHEREAS, the Board of Trustees of the San Dieguito Union High School District recognizes that the especially harmful and destructive effects of alcohol, tobacco and other drug use can bring alienation, academic failure, violence, and hopelessness to the youth of the San Diego region;

NOW, THEREFORE, LET IT BE RESOLVED, that the Board of Trustees of the San Dieguito Union High School District joins the nation in support of Red Ribbon Week and declares October, 2009 as Drug Awareness Month, which will encourage all students to make a visible statement of their commitment to a healthy, drug-free community in which to raise a generation of healthy, drug-free youth.

Adopted by the San Dieguito Union High School District Board of Trustees at its regular meeting on Thursday, October 15, 2009.

Joyce Dalessandro, Board President

Date

Linda Friedman, Vice President

Date

Barbara Groth Clerk

Date

Beth Hergesheimer, Trustee

Date

Deanna Rich, Trustee

Date

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: October 6, 2009

BOARD MEETING DATE: October 15, 2009

PREPARED BY: Stephen G. Ma
Associate Superintendent, Business

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: APPROVAL OF AMENDMENT TO
AGREEMENT / DOLINKA GROUP

EXECUTIVE SUMMARY

In January 2008, the District entered into a contract with the Dolinka Group to develop a Facilities Action Plan (FAP) in consultation with district staff. The approved contract amount was \$70,000 (including expenses). Lionakis Beaumont Design Group was paid as a subcontractor under the Dolinka contract for their facilities assessment and cost estimating services.

With Superintendent Noah starting with the District in August 2008, development of the FAP evolved to provide a richer and more inclusive process. To accomplish this, a Long Range Facilities Task Force was formed to provide additional input and insight into the development of the FAP. Task Force composition includes district office staff, board representative, teachers, parents, students, and community members at large. The Task Force began meeting in December of 2008 and included ten meetings, stretching over a one-year period. Under the original contract for \$70,000, only six meetings were contemplated with an estimated timeline of six months for the development of the FAP. To date, the Task Force has met seven times to review, analyze and discuss facilities related data.

In order to continue with the FAP, the Dolinka Group has continued to provide services above the original contract. The District has paid \$65,675.89 in invoices under the original contract. The District is currently holding an additional \$128,573 (services plus expenses) in outstanding invoices for work already completed through August 31st.

ITEM 17

Staff has been working with the Dolinka Group for the past several months negotiating an amendment to the agreement in order to complete the FAP. Dolinka estimates that it will take another \$30,000 (plus expenses) to complete work on the three remaining task force sessions. Dolinka Group has agreed to the amount of \$105,000 (plus expenses) for the services completed as well as for services “to be” completed in the remaining sessions. This contract amount includes a \$46,000 credit for services.

Original Contract	\$70,000	
Paid to date under original contract		\$65,675
Outstanding invoices		\$128,573
Work to be completed		\$30,000
Credit on services		<u>(\$46,000)</u>
Total expected to be paid to Dolinka for FAP		\$178,248
Contract Amendment	<u>\$105,000</u>	
Total Contract Amount excluding expenses	\$175,000	

RECOMMENDATION:

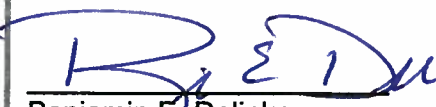
It is recommended that the Board approve amending the contract entered into with Dolinka Group LLC to develop a Facilities and Funding Masterplan for the District, during the period July 1, 2008 through June 30, 2010, for an amount not to exceed \$105,000.00 plus expenses, and authorize Eric R. Dill, Stephen G. Ma, Christina Bennett or Ken Noah to execute the amendment.

FUNDING SOURCE:

Capital Facilities Fund 25-19



NOTICE OF AUTHORIZATION

Date:	September 8, 2009																
Project:	<p>Dolinka Group, LLC ("Dolinka Group" or "Consultant") shall provide consulting services to assist San Dieguito Union High School District ("SDUHSD" or "School District") with preparing a School Facilities Action ("Plan"). To prepare such Plan, the School District shall create the School Facilities Action Plan Committee ("Committee"). Dolinka Group shall provide the following services:</p> <ul style="list-style-type: none"> • Prepare demographic analyses to determine future facility needs • Create financial analyses to identify funding potential • Coordinate efforts of Lionakis Beaumont Design Group, DecisionInsite, Manatt et. al., De La Rosa & Co. and other consultants of the School District • Manage material and presentations with Administration of the School District • Prepare presentation material for all meetings of the Governing Board and/or Committee • Prepare a draft and final Plan • Facilitate up to ten (10) meetings with the Committee • Attend meetings/workshops of the Governing Board 																
Budget:	<p>The cost of such services shall be billed on a time and material basis not to exceed \$105,000 (excluding costs of Lionakis Beaumont Design Group and expenses). Professional services will be billed at the hourly rates listed below:</p> <table style="margin-left: 40px;"> <tr><td>President</td><td>\$250/Hour</td></tr> <tr><td>Vice President</td><td>\$225/Hour</td></tr> <tr><td>Director</td><td>\$200/Hour</td></tr> <tr><td>Senior Associate</td><td>\$150/Hour</td></tr> <tr><td>Associate</td><td>\$125/Hour</td></tr> <tr><td>Senior Analyst</td><td>\$110/Hour</td></tr> <tr><td>Analyst</td><td>\$100/Hour</td></tr> <tr><td>Research Assistant</td><td>\$ 85/Hour</td></tr> </table> <p>In addition to fees for services, the School District shall reimburse Dolinka Group for out-of-pocket expenses as outlined in the Agreement for Consulting Services entered into by and between the parties on January 17, 2008 ("Agreement"). All other terms of the Agreement shall apply to the services performed under this Notice of Authorization.</p>	President	\$250/Hour	Vice President	\$225/Hour	Director	\$200/Hour	Senior Associate	\$150/Hour	Associate	\$125/Hour	Senior Analyst	\$110/Hour	Analyst	\$100/Hour	Research Assistant	\$ 85/Hour
President	\$250/Hour																
Vice President	\$225/Hour																
Director	\$200/Hour																
Senior Associate	\$150/Hour																
Associate	\$125/Hour																
Senior Analyst	\$110/Hour																
Analyst	\$100/Hour																
Research Assistant	\$ 85/Hour																
Consultant: Dolinka Group, LLC	Client: San Dieguito Union High School District																
 Benjamin E. Dolinka President/CEO	_____ Stephan Ma Associate Superintendent, Business Services																

S:\Proposals\Working Documents\Demographics\MiscDemo\SY0910\SanDieguitoUHSD\SanDieguitoUHSD_FacilitiesActionPlan_NOA_082409.docx

San Dieguito Union High School District

Business Services Department

ITEM 18

Solar Energy Update

October 15, 2009

Why Choose Solar?

- Environmentally the right thing to do to support renewable energy sources.
- Student/community education.
- Off-sets the cost of electricity purchased from SDG&E.

History

ITEM 18

- June 2008 – District Approached About Solar Energy Opportunities.
- October 2008 – Board Presentation on Initial Assessment:
 - Ground and roof mount.
 - Financing PPA (Power Purchase Agreement).
 - All sites could generate solar power.
 - All sites could pay for themselves, with some actually making money.

History

ITEM 18

- Conferences and Workshops (Green Schools and CASH).
- What We Learned:
 - Importance of sizing the system.
 - Locations of panels.
 - Various funding options.
 - Third party reviews.
 - Electrical rate structure and power buy back.
 - Split solar and energy assessment into two different projects.
 - Solar offsets costs (energy assessment and implementation save money)
 - From an environmental standpoint, it is the right thing to do.

History

ITEM 18

- March 2009 – Solar and Energy Assessment Split Into Two Different Projects:
 - RFQ's (request for qualifications) sent out to solar providers and ESCO's (Energy Service Companies).
- April 2009 – Chevron Selected As Solar Provider.
- May 2009 – Siemens Selected To Do Energy Assessment.
- August 2009 – California Department of Education awards the District the ability to issue up to \$25M in Qualified School Construction Bonds.

History

ITEM 18

- September 2009 – Chevron Completes Assessment Identifying Five Sites as Viable:
 - Canyon Crest Academy.
 - La Costa Canyon High School.
 - San Dieguito Academy.
 - Oak Crest Middle School.
 - Carmel Valley Middle School.
- Staff meets with bond counsel, Manatt Phelps, and investment bankers, De La Rosa & Co. to develop financial models.
- Staff selects MuniBond Solar as solar financial advisor to check financial model and Chevron’s assessments.

History

ITEM 18

- October 2009 – District enters into agreement with The California Center For Sustainable Energy to review and verify the accuracy of Chevron's energy calculations.

Solar Panel Installation (Roof Top vs. Car Ports)

ITEM 18

Roof Mount:

- Building Structure and roof life issues.
- Roof mounts are hidden from public view.
- Requires less security than ground mounted installation.

Car Port:

- Provides shade for parking.
- Provides better lighting and security for parking.
- Better visibility for better public awareness.

ITEM 18

Sample Carport Structure – East Los Angeles Community College



Lease vs. Own

- Lease – Power Purchase Agreement
 - Financial meltdown limited number of PPA investors.
 - Result: Higher cost of capital causes poor cashflow and unlikely chance to generate savings.
 - Buy-out provision wild card – “fair market value”
- Own
 - Qualified School Construction Bonds provide a lower cost of capital, positive cashflow, and the ability to generate savings.

Now or Later?

- **Now**
 - Take advantage of higher California State Incentive.
 - Take advantage of low cost money with Qualified State Construction Bonds.
- **Later**
 - Incorporate into future District General Obligation Bond.
 - Return use of Qualified State Construction Bonds back to State.
 - California State Incentive will be less in the future.

The Team's goal in design

“Cost Neutral”

Solar Energy Savings are to pay for the construction of the solar facility without placing a burden on the general fund.

In Every Year of Debt Service.

How do they pay for themselves? ITEM 18

Energy Savings

- **Energy Efficiency**
 - Annual savings from SDG&E bill are used to pay for construction.

- **California Solar Initiative**
 - State incentive payments add to annual savings in first five years.

- **Renewal Energy Credits**
 - Market still like the “wild west”, but have some value.

What are the Risks?

- **Energy Savings**
 - Validated with third party checks.
 - California Center for Sustainable Energy
 - MuniBond Solar
- **Market for Qualified School Construction Bonds**
 - State extension of three months.
 - Traditional Municipal Tax Exempt Lease
- **Changing Technology**
 - Carport structure lends itself to placement of new technology.
- **Viability of Chevron as a guarantor**

Savings Schedule

ITEM 18

Phase 1 Consideration: Canyon Crest Academy and La Costa Canyon HS

System Size: 2066 kW Cost: \$13,737,960 Cost/W: \$6.65

Will be available after Friday, October 9th's meeting
with Chevron and follow-up call with De La Rosa.

Finance Schedule

ITEM 18

Phase 1 Consideration: Canyon Crest Academy and La Costa Canyon HS

System Size: 2066kW

Cost: \$13,737,960

Cost/W: \$6.65

Will be available after Friday, October 9th's meeting
with Chevron and follow-up call with De La Rosa.

Options

ITEM 18

- 1) Move forward with current proposal.
- 2) Reduce scope of project.
- 3) Delay and make part of future General Obligation Bond.

Proposed Timeline

ITEM 18

November 12 - Board considers Chevron design/build (EPC) contract. Board considers Bond Documents.

December 28-29 - Financial Closing and First Planning Meeting for 2010 Installation

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: October 6, 2009

BOARD MEETING DATE: October 15, 2009

PREPARED BY: John Addleman, Director of Planning and
Financial Management
Steve Ma, Assoc. Supt. of Business Services

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: ACCEPTANCE OF RECOMMENDATION AND
APPROVAL TO ENTER INTO CONTRACT /
MUNIBOND

EXECUTIVE SUMMARY

On September 18, 2009, Staff made a request for proposals for a Solar/Financial Advisor. The advisor will be required to perform typical financial duties to assist the District in all phases of financing a solar project including selection of optimum plan of finance, execution of bond sale/placement, credit agency/investor meetings, investment of bond funds, and financial closing. Unlike typical financial advisors, this advisor will also be required to have the qualifications/skills to review all Chevron ES projections and provide to the District an independent assessment as to their reasonableness. On September 29, 2009 staff selected MuniBond Solar as having the expertise to meet these requirements.

RECOMMENDATION:

It is recommended that the Board select MuniBond Solar for qualified solar/financial advisor services, during the period October 16, 2009 through June 30, 2010, in an amount not to exceed \$26,000.00 for solar project advisory services, and in an amount not to exceed \$25,000.00 for financial advisory services, plus reimbursable expenses, and authorize Christina M. Bennett, Eric R. Dill, or Stephen G. Ma to enter into a contract.

FUNDING SOURCE:

Capital Facilities Fund 25-19 and the cost of issuance of bonds

INDEPENDENT CONTRACTOR AGREEMENT
B2010-07

This Agreement is hereby entered into between the **San Dieguito Union High School District**, hereinafter referred to as "District," and _____
Contractor Taxpayer ID Number

Mailing Address City State Zip

hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice, and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be Provided by Contractor.
 - a. The Contractor will provide the District with independent expert consulting services in support of the District's negotiation of a turnkey design build contract currently being negotiated with Chevron Energy Solutions (CES)
 - b. The Contractor will provide the District with independent expert consulting services in support of the District's negotiation of a bond purchase agreement (BPA) with the District's investment banking firm, De La Rosa & Co. (DLR) (and/or other bond documents).
 - c. The Contractor will provide the District with an independent assessment of the reasonableness of CES projections and analysis.
 - d. The Contractor shall review and provide independent validation to the reasonableness of proposed interest rates and other terms relating to the Qualified School Construction Bonds (QSCBs) (or other bond funding mechanisms) put forth to the District by DLR and suggest other optimal sources of financing.
 - e. The Contractor will assist the District in all phases of the financing, including, but not limited to, (i) selection of the optimum plan of finance; (ii) execution of bond sale/placement; (iii) credit agency/investor meetings; (iv) optimum investment of bond funds; and (v) financial closing.
2. Term. Contractor shall commence providing services under this Agreement on **October 16, 2009** and will diligently perform as required and complete performance by **June 30, 2010**.

ITEM 19

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement according to Exhibit A which is incorporated here in full by this reference.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as agreed upon in Exhibit A.
5. Precedence of Agreement Over Exhibits. Should there be any ambiguity or inconsistency between any exhibits to this Agreement and the terms of this Agreement, the terms of this Agreement take precedence.
6. Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities and all other means whatsoever, except as herein otherwise expressly specified to be furnished by District, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
7. Independent Contractor. Contractor, in the performance of this Agreement, shall be and shall act as an independent contractor. Contractor shall perform its obligations under this Agreement according to the Contractor's own means and methods of work which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by District except as to the results of the work. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement. Nothing in this Agreement shall give the Contractor authority with respect to any District decision beyond the rendition of information, advice, recommendation, or counsel. Contractor is not authorized to make any representation, contract or commitment on behalf of District.
8. Taxes. Contractor acknowledges and agrees that it is the sole responsibility of Contractor to make the requisite tax filings and payment to the appropriate federal, state or local tax authorities. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.
9. Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as outlined in Exhibit A.

ITEM 19

10. Originality of Services. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other sources, except that submitted to Contractor by District as a basis for such services.
11. Confidentiality and Use of Information.
 - (a) Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.
 - (b) Contractor shall advise District of any and all materials used, or recommended for use by Contractor to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and, as a result of the use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.
12. Audit and Inspection of Records. At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's primary administrative offices, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.
13. Works for Hire/Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
14. Termination. District may at any time, with or without reason, terminate the Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or not later than five (5) days after the day of mailing, whichever is sooner.

ITEM 19

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; (c) or if Contractor is adjudged a bankrupt, and Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District of termination for cause shall contain the reasons for such intention to terminate, and unless within fifteen (15) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the fifteen (15) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District of obtaining the services from another contractor exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than five (5) days after the day of mailing, whichever is sooner.

15. "DEFENSE AND INDEMNITY." (a) District shall not be liable for, and Contractor shall defend and indemnify District and its Board of Trustees, officers, agents, employees and volunteers (collectively "District Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any negligent or wrongful act, error, or omission of Contractor or its officers employees, agents, contractors, licensees or servants, except claims caused by the negligent act or omission of District Parties.
- (b) Contractor shall defend and indemnify the District and its Board of Trustees, officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.
16. Insurance. As a material part of the consideration due the District, Contractor agrees to procure and maintain at its own expense for the duration of this agreement commercial general liability (including operations, products and completed operations) and automobile liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees, or subcontractors. Such insurance shall maintain limits not less than one million dollars (\$1,000,000.00) per occurrence and \$2,000,000.00 project specific aggregate for bodily injury, personal injury, and property damage.

ITEM 19

The "San Dieguito Union High School District, its Board of Trustees, officers, employees, and agents" shall be named as additional insured under the insurance policies required by this section with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Evidence of such coverage under the Contractor's policy shall be provided to the District in the form of an endorsement to the Contractor's insurance (ISO form CG 20 10 11 85 or similar) or as a separate owner's policy.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the District, its Board of Trustees, officer, employees, and agents. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

Contractor shall furnish the District with original certificates of insurance and amendatory endorsements affecting coverage required by this section.

17. Workers' Compensation Insurance. Contractor agrees to procure and maintain at its own expense in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.
18. Inspection By District. The services completed herein must meet the approval of the District and shall be subject to the District's right of inspection to secure the satisfactory completion thereof. If any services performed by Contractor do not conform to the specifications and requirements of this Agreement, District may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and District may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor cannot correct its performance, the District shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the contract price to reflect the reduced value of the services received by District. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that the future performance of the service conforms to the specifications and requirements of this Agreement, the District shall have the right to either (1) without terminating this Agreement, have the services performed by contract or otherwise, in conformance with the specifications of this Agreement and charge Contractor, and/or withhold from payment due to

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Contractor, any costs incurred by District that are directly related to the performance of such services, or (2) terminate this Agreement for default.

19. Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any District Facility without prior approval of District Administrator of Agreement or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all action necessary to protect third parties, including, without limitation, employees, students, and agents of the District from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the District of it. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the District with respect to any third person under any Environmental Laws.
20. Contact with Students. Contractor will not permit any of its employees who perform services under this Agreement to come in contact with pupils or communicate with pupils. In the event Contractor fails to prevent its employees from having contact with pupils or communicating with pupils and injury results from failure to prohibit pupil contact or communication, Contractor shall defend, indemnify, protect, and hold the District, its agents, officers and employees harmless from and against any and all claims, demands, liability, judgments, awards, losses, injury, damages, expenses, charges or costs of any kind or character whether to the District or to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to prohibit its employees, subcontractors or agents from having pupil contact or communication. Any subcontractors hired by Contractor shall be subject to and shall comply with this section, and it shall be the Contractor's responsibility to require compliance with this section. Contractor and subcontractor shall be jointly and severally liable for any injury that results from subcontractor's failure to comply with this provision. Based on the determination that neither Contractor nor any subcontractor of Contractor will have contact with pupils, no fingerprinting of Contractor or its agents, subcontractors or employees is required by this Agreement.

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21. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
22. Compliance With Applicable Laws. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement, or occurring out of the performance of such operations.
23. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
24. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
25. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.
26. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation, or a perception that a person has or is associated with a person who has, or is perceived to have, any of these characteristics.
27. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
28. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District: Christina M. Bennett

For Contractor:

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29. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth above.
30. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
31. Successors. All terms of this Contract shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
32. Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Contract or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Contract. In construing this Contract in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
33. Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor shall not employ any person having any such interest in the performance of this Agreement.
34. Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 1)(commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, material, or services by the Contractor for sale to the District under this Agreement.
35. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
36. Board Ratification and Approval or Review. The Parties acknowledge and understand that this agreement is subject to ratification and approval or review in accordance with California law by the Board of Trustees of the San Dieguito Union High School District. In the event any work is performed or payment made prior to the ratification and approval or review of a final Agreement by the Board,

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all parties agree, the terms of this Agreement as set forth herein as of September 18, 2009 shall be binding and shall control the relationship of the parties and shall be the contract terms submitted to the Board for ratification and approval, or review.

37. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this ____ day of October, 2009.

DISTRICT

CONTRACTOR

By: _____
Signature

By: _____
Signature

Christina M. Bennett
Typed Name

Typed Name

Director of Purchasing
Title

Title

Social Security or
Taxpayer Identification Number

Exhibit A

MuniBond Solar

Proposal for Financial and Project Advisory Services

to

San Dieguito Union High School District

(Multi- Campus Solar Project)

September 25, 2009

San Dieguito Union High School District
MuniBond Solar Proposal
(September 24, 2009)

1 Assigned Lead Advisor & References

The lead (and only) advisor who will work for the District is:

Steve Nielsen

Principal, MuniBond Solar (also dba "MuniBond Advisors")
1200 Gold Strike Drive
Placerville, CA 95667
Tel: 530-642-8838 Email: munibond@pacbell.net

Three Targeted References

San Ramon Valley USD

Solar Advisor and Financial Advisor (tentative selection as FA). This client is a good example of my ability to serve a school district in the dual role of solar advisor and provide guidance on the financing.

Margie Brown

Asst. Supt of Facilities Dev.
2430 Camino Ramon, #240
San Ramon, CA 94583
Tel: 925-552-2961

Like San Dieguito Union, San Ramon's Solar plans were thrown into hyper gear when their QSCB number was drawn from a hat on August 28th.

Gary Black

Asst Supt of Business Svcs
699 Old Orchard Drive
San Ramon, Ca 94583

Having brought this concept to the District, I've taken the lead communicating the benefits of the Solar project to many stakeholder groups within the District, from power point presentations to the capital oversight committee to crunching the numbers with an initially skeptical CBO.

Tel: 925-552-2905

My role has been broad and, by necessity, flexible; everything from modeling expected energy savings to researching solar carport designs. The RFP for selecting the optimum "turnkey solar contractor" is out on the street next week.

On the finance side, I'm now assisting the CBO select the optimum finance team. We're interviewing three top investment banking firms next week with the goal of selecting the single firm most qualified to place the District's QSCBs at a low supplemental interest rate.

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Glendale USD

Scott Price

Administrator – Bus Svcs
223 N Jackson Street
Glendale, CA 91206

818-241-3111 x 456

I approached GUSD with a unsolicited plan to use CREB financing to acquire solar, talking advantage of the rich CSI rebates available to most of their campus projects (\$.456/kWh)

After getting comfortable with the savings analysis, the District decided to proceed with the application process for CREBs (and a follow-up application for QSBCs which was unsuccessful). I Coordinated site assessments for 18 solar campuses in support of CREB applications.

Also developing strategy with GW&P (local utility) to structure their CSI payment in a manner that serves both the Project and the Utility optimally. Also planning to propose a new, “solar friendly” rate tariff for GW&P consideration.

County of Plumas

Ginny Dunbar

Treasurer Tax-Collector
520 Main Street
Quincy, CA 95971

530-283-6260

Although this deal was relatively small and uninteresting from a surface viewpoint, It provides a good example of my ability to work as a surrogate staff person, with a broad and adaptable scope of work.

I structured this deal from its concept and helped the District assemble the optimum finance team... from its underwriter and bond counsel, to the firm that provided replacement cost assessments. What-ever my client needed to guide their project home, and “make it optimum”.

This Project also demonstrates my experience as a broker for investment products. Structuring guaranteed investment contracts (GICs) that met the requirements of Permitted Investments in the County’s Trust Agreement, while maximizing the permitted investment return,

These same skills will come into play with the optimum investment of the QSCB (or CREBs, if they’re later used) Sinking Fund.

2 Summary of Experience

Public Agency Consulting Experience: Attachment A provides a listing of my recent experience assisting public agencies in the assessment of proposed solar projects. The table also highlights public bond offerings where I've served in the capacity of full-service financial advisor.

Non-Profit Consulting Experience: Not listed in the table are consulting services I recently provided to CleanTECH San Diego, helping this regional non-profit execute a successful "CREB drive, that totaled about \$250 million. During that 3 month process, I consulted with Santee School District, City of Santee, City of Chula Vista, City of Oceanside, City of Solana Beach, and the Helix Water District, helping each of these agencies quantify the benefits of CREBs to finance proposed solar projects.

Solar Industry Consulting Experience: In Northern California, I've partnered with SunPower Corporation to lead a CREB drive and educate public agencies on the economics of Solar generation. This drive (aided by the substantial resources of SunPower) signed up 32 public agencies who applied for about 120 solar projects totaling over \$280 million in total, aggregate project cost. From UC Berkeley to a consortium of community colleges districts and water agencies located up and down the state, I've worked with a variety of public agencies striving to lower the cost of their proposed solar projects, quantify that savings, and then communicate that information to their staffs, elected bodies and, in some cases, community groups.

Other Resume Information: My professional background includes employment as Asst Treasurer for Sacramento Municipal Utility District (SMUD), an early pioneer in Solar. At SMUD I managed a team of professionals responsible for a \$2.4 billion bond and commercial paper program; cash management (investments); and District-wide financial planning. I also have background in utility electric rate design and generation resource planning.

Leaving government, I worked for 9 years as a municipal investment banker, initially on a national, "public power" stage for a top-10 Wall Street firm before settling back into the California regional market. During that time, I participate in the structuring of well over \$1 billion of public bond offerings

In 2002, I left banking and launched an independent financial advisory firm, leading taxable and tax exempt public offerings totaling over \$230 million (mostly for small issuers with thin staff resources).

From 2004 to 2008, I took a "sabbatical" from the world of municipal bonds and turned my attention to social justice issues. I took an executive role at my church and built a community outreach program that included establishing a faith-based, non profit corporation that now runs a transitional home for mothers who are homeless.

MuniBond Solar coincided with my return to the market place, and was conceived in 2008 in anticipation of the multiple layers of public funding that was then expected to flow out of federal government in support of renewable energy.

MuniBond Solar is a natural extension of my past experience and current mission, to bring solar to every school and local government in California.

3 Overview of Project and its “Key Factors”

On August 28th 43 school were awarded QSCB allocation by random lottery in a conference room in Sacramento. I was there, and when San Dieguito’s number was drawn from the hat, I was glad to send an immediate email to John Addleman notifying him of the good news. The challenge, of course, is that this allocation must be used by year’s end. Typically, that would not be an issue. But QSCBs are not typical bonds.

QSCBs are one of six categories of “tax credit “ bonds, created or significantly modified under the 2009 Recovery Act (and, in some cases, 2008 legislation). The investor receives a tax credit directly from the Fed rather than interest payment from the governmental issuer. To date, the investor base has remained very limited, with Guggenheim Partners purchasing all but two of the 10 QSBCs that have come to market.

Of those QSCB issued, two have come out of California: San Diego USD and Oakland USD. San Diego was a \$38.8 million, AA rated, G.O Bond structure that achieved a zero percent interest cost. Oakland was a \$26 million , BBB rated. GO Bond structure that paid a 2.82 percent supplemental interest rate. The market has not yet seen a lease structured QSCB.

San Dieguito can expect a supplemental interest coupon somewhere in the range of 1.5 and 2 percent; unless the investor base grows, which I belief it must. Speaking this week with the District’s underwriter, De La Rosa, and other underwriting firms representing QSCB issuers in California, there is evidence of additional buyers coming to the table. One role an FA will play in the District’s financing – whether the Bonds are QSCBs, Tax-Exempt COPS / Lease Revs, BABs, etc - is to assure the District that the underwriter is working to create demand for the bond; and ultimately presents an interest rate that is reasonable given market conditions and the credit characteristics of the District.

MuniBond Solar is uniquely qualified to serve both in this traditional “FA Role” and in the role of Solar Advisor. The project is complex. Answering the question “Does this pencil out” requires an understanding of the key financing assumptions and the ability to accurately quantify the technical inputs and outputs of each Project site.

I call these the “moving parts” of a solar transaction, and each one has a unique impact on the overall Project economics:

1. **Negotiated Price of the turn-key System.** The District intends to negotiate a defensible acquisition cost, bringing transparency to the selection of sub contractors and disclosure of CES proposed margins. An additional resource at the negotiating table is knowledge of competitive bid levels for solar. I bring that knowledge.

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2. **Expected Solar Production** The District should focus on the projected cost per kWh of solar production, and not solely on installed cost per kWp. Higher efficiency panels and/or high efficiency designs. (like tracking systems) can significantly enhance project economics, in addition to using a smaller installation foot print. Its important that the District's Solar Advisor independently verify that the Project's expected yields (namely, first year total kWh of solar generation) as put fourth by Chevron's proposed final design are reasonable as measured through a nationally recognized solar modeling tool (like PV Watts).
3. **Optimum SDG&E Tariff under Net Metering.** The Project economics are significantly influences by optimizing the net metering tariff. The advisor would assure CES performs this analysis, or that it is perform independently.
4. **Rebate and Incentives.** While the CSI rebate is pretty straightforward, the QSCB and CREBs offer a form of "principal subsidy" flowing out of the investment earnings in the sinking fund. The advisor should assure this subsidy is maximized (against the constraints of appropriate investments and the requirements of the investor who will desire liquidity in the sinking fund in the event of non-appropriation of the lease payment). The market for renewable energy credits (RECs) also play into the project economics and have the potential to provide a substantial future revenue stream.
5. **Cost of Financing.** After negotiated price, the interest cost on the Bonds is the next most influential factor in determining "does the solar project pencil out". In addition to the QSCB allocation, the District has applied for CREBs (which have a three year "shelf life"). CREBs might be an attractive option when combined with a talked-about 2010 Bond Measure. Although the QSCBs are potentially attractive, the burden is on De La Rosa to find an investor who will accept a minimal supplemental interest rate. A level in the range of Oakland's QSCB puts much strain on the Project economics
6. **Future Utility Escalation.** What is a reasonable assumption? This single assumption can vastly change the outcome of an economic analysis. According to the CEC the average retail price of electricity for commercial users over the past 25 years was 3.3%. Its important to have a model that can run sensitivities on this input and arrive at a defensible assumption.

The Advisor selected by the District, should bring skills in assessing all these (and other) "moving parts". At the very least , the District should have a qualified second opinion. This means an independent assessment as to the reasonableness of the savings estimate being put forth by Chevron Energy Solutions.

Optimally, the selected advisor will enhance the District's team and, in addition to independent review, contribute toward innovative ideas that ultimately benefit the District and its achievement of its renewable energy goals

4 Project Optimizations

My first inclination when thinking about opportunities for optimizing this project go toward solar design and cost. I have taken a close look at Canyon Crest Academy and see it as an excellent candidate for a solar tracking design atop the parking canopy. The drawback is some people find them ugly. The draw is that these systems produce about 25 percent more energy, and extend solar production into the later on-peak hours. SDG&E's interest may be peaked by such a project. It might be the catalyst for the utility offering a pilot tariff program that could allow the District to extract more value out of the project (similar to PG&Es A-6 tariff). Also, increased production means increased CSI Rebate as well.

I have good familiarity with Chevron Energy Solutions and several of the solar contracts they are now negotiating with other schools. For example, at Morgan Hill USD, they are considering a structure where the District "monetizes" the CSI rebate as a means for shaping the projected savings and reducing the adjusted contract price from Chevron. This might be attractive to San Dieguito and as part of the team, I could suggest it (assuming CES has not already).

The other area of optimization has to do with the tax credit bonds and their efficient placement. I've spoken with the District's banker and get the sense they are pursuing investor options other than Guggenheim Partners. There is also shared anticipation over the Treasury releasing "tax-credit stripping" guidance later this fall.

This will be the catalyst for greater investor participation (in my opinion)

I look forward to sharing other ideas in the company of the District's finance team.

5 Fees & Expense

- **Solar Project Advisor** - Hourly Rate of \$260 per hour (maximum 2 hours in any day for travel time) In aggregate, not to exceed \$26,000 (100 hours) without prior written instruction /extension from the District. Also reimbursement of reasonable, out-of-pocket, travel expenses (not to exceed \$5,000).
- **Financial Advisory Services** - \$25,000 (assuming a private placement of \$25 million of QSCBs where the scope of services is "pricing agent"). If a public sale of tax-exempt bonds, BABs, GO Bonds, etc, fee to be negotiated, based on scope of services. Also reimbursement of reasonable travel expenses (not to exceed \$5,000).
- **Contract Items:** If selected, MunBond Solar would not carry E&O insurance per District's standard contract terms.

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Attachment A - EXPERIENCE
Steve Nielsen

Public Agency Name City & State TYPE of PROJECT	Par Amount & Bond Type	Description of Project	Services Provided by Proposed Lead Advisor	Year Completed
San Ramon Valley USD San Ramon, CA SOLAR	\$25 million QSCBs (Lease Rev)	Direct Purchase 3.8 MW at four high schools – 90 % carport / 10 % roof systems.	Model expected savings, site assessments in support of RFP, Board & Facility Committee presentations, FA Services (expected)	In Process
Glendale USD Glendale, CA SOLAR	\$39.8 million CREBS (Lease Rev)	Direct Purchase, 5.1 MW over proposed 18 campuses (includes two “1MW” high schools)	18 Site Assessments for CREB applications, Model projected savings analysis. Assessment of current energy usage from Glendale Water & Power.	In Process
Oakland USD Oakland, CA SOLAR	\$55.3 million CREBs /QSCBs (Lease Rev)	Direct Purchase, 7.6 MW over 17 schools. Two phases: \$39 million CREBs in 2009 + \$16 .3 million QSCB in 2010)	Site Assessments for 17 CREB applications, Model expected savings	In Process
Washington USD West Sacramento, CA SOLAR	\$ 8.9 million QSCBs (Lease Rev)	Direct Purchase of Solar for Cnty WTP (roof, carport, and trackers)	Prepare CREB application / administer RFP for Solar contractor/ Model Savings analysis Partner with SunPower on DBC and solar field development	In Progress
San Juan Water District Granite Bay, CA SOLAR	\$6 million CREB/ COP	Direct Purchase 900kW ground mount tracking system for waste water treatment plant and pump station	Prepare site assessment for CREB applications Write and administer RFP for solar contractor selection, Private Placement Agent	In Progress
Fallbrook PUD Fallbrook, CA SOLAR	\$7.2 million CREBs/ Lease	1 MW tracker for Waste Water Treatment Plant No 1	Full Service FA and Solar Advisor	In Progress
Yolo County , CA Woodland, CA SOLAR	\$7.3 million Lease/ QECBs/ CREBs	Jail Facility Tracker – 920 kWp	Full Service FA and Solar Advisor	In Progress
Rancho California WD Temecula, CA SOLAR	\$ 12 Million CREBs /COPs	T1 MW tracking system for Pump Station and a 400kW carport design at District HQ Building	Assisted with CREB applications and developing Savings analysis and site layouts. Expect to be awarded Full Service FA and Solar Advisor role	In Progress

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Valley Center WD Valley Center, CA SOLAR	\$5.8 Million CREB/ COP	2 Tracking systems for small pump stations. Also assisting District structure financing alternatives and strategies for future Bond Measure in response to spending limitations	Assisted with CREB applications and developing Savings analysis and site layouts. Studying demand profile. Expect to be awarded Full Service FA and Solar Advisor role	In Progress
Las Virgenes MWD Calabasas, CA SOLAR	12.5 million	1MW Tracking System for Pump Station plus Four Carport structures for HQ Building totaling 600 kWp	Assisted with CREB applications and developing savings analysis and site layouts. Studying demand profile. Applying for CEC 1% Loan. Expect to be awarded Solar Advisor role for RFP solicitation.	In Progress
Castaic Lake Water Agency Santa Clarita, CA SOLAR	\$8 Million CREB	Tracking	Assisted with CREB applications and developing Savings analysis and site layouts. Expect to be awarded Full Service FA and Solar Advisor role	In Progress
Mammoth Comm WD Mammoth Lakes, CA SOLAR	\$ 7 million CREB	Tracking and Carpor	Assisted with CREB applications and developing Savings analysis and site layouts.	In Progress
Plumas County Quincy, CA New Facilities	\$18.4 million COP	Various Capital Facilities, including new administration building	Financial Advisor Managed all aspects of project. admin RFP for underwriter selection, negotiated final pricing	2004
Shasta County Redding, CA New Facilities	\$43 million Lease Rev	New Construction – County Administration Complex and Parking Structure	Full Service Financial Advisor Managed all aspects of project including admin of RFP for underwriter selection, negotiated final pricing.	2003
Shasta County Redding, CA Refunding	\$7.3 million COP	Refinancing of Bonds for Jail Facility	Financial Advisor and Investment Broker for Guaranteed Investment Contract	2003
Mendocino County Ukiah, CA Taxable Pension	\$96 million POB	Refund UAL	Financial Advisor and Investment Broker for Guaranteed Investment Contract	2003