



**BOARD OF TRUSTEES
REGULAR BOARD MEETING**

Board of Trustees
Joyce Dalessandro
Barbara Groth
Beth Hergesheimer
Amy Herman
John Salazar

Superintendent
Ken Noah

Union High School District

**THURSDAY, MARCH 21, 2013
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 speaker 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 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 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, MARCH 21, 2013
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. Consideration and/or deliberation of student discipline matters (4 cases)
 - B. 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.*
(2 Issues)
 - C. To conference with Labor Negotiators, pursuant to Government Code Section 54957.8.
Agency Negotiators: Superintendent, Deputy Superintendent, and Associate Superintendents
Employee Organizations: San Dieguito Faculty Association / California School Employees Association
 - D. To confer with real property negotiator:
 - Property: Approximately 13.5 acre portion of 305-031-29 and 305-040-36
 - Agency Negotiator: Eric Dill, Associate Superintendent, Business and/or John Addleman, Director, Planning and Financial Management
 - Negotiating Parties: Pardee Homes
 - Under negotiation: Instructions pertaining to price, terms of payment, and delivery

REGULAR MEETING / OPEN SESSION **6:30 PM**

- 3. RECONVENE REGULAR BOARD MEETING / CALL TO ORDER BOARD PRESIDENT
* WELCOME / MEETING PROTOCOL REMARKS
- 4. PLEDGE OF ALLEGIANCE
- 5. REPORT OUT OF CLOSED SESSION
- 6. APPROVAL OF MINUTES: MARCH 7, 2013, (REGULAR MEETING AND SPECIAL SESSION); MARCH 13, 2013 BOARD WORKSHOP; AND MARCH 14, 2013 SPECIAL SESSION. (FOUR TOTAL)
Motion by _____, second by _____, to approve the Minutes: March 7th (2), March 13th, and March 14th, 2013, as shown in the attached supplement(s).

NON-ACTION ITEMS (ITEMS 7 - 10)

- 7. BOARD UPDATES
 - A. STUDENT UPDATESSTUDENT BOARD REPRESENTATIVES
 - B. BOARD UPDATES BOARD OF TRUSTEES
- 8. SUPERINTENDENT’S REPORTS, BRIEFINGS, AND LEGISLATIVE UPDATES.....KEN NOAH, SUPERINTENDENT
- 9. SCHOOL UPDATE, CARMEL VALLEY MIDDLE SCHOOL LAURIE BRADY, PRINCIPAL
- 10. REVIEW PROCESS FOR AWARD OF CAPITAL ITEMS.....ERIC DILL

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. GIFTS AND DONATIONS

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

B. FIELD TRIP REQUESTS

Accept the Field Trips, as shown in the attached supplement(s).

12. HUMAN RESOURCES

A. 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 supplement(s).

B. APPROVAL/RATIFICATION OF AGREEMENTS

(None Submitted)

13. EDUCATIONAL SERVICES

A. APPROVAL/RATIFICATION OF AGREEMENTS

(None Submitted)

14. PUPIL SERVICES / SPECIAL EDUCATION

SPECIAL EDUCATION

A. APPROVAL/RATIFICATION OF NON-PUBLIC SCHOOL / NON-PUBLIC AGENCY CONTRACTS, INDEPENDENT CONTRACTOR AGREEMENTS, AND/OR MEMORANDUMS OF UNDERSTANDING

Approve/ratify entering into the following non-public school / non-public agency master contracts (NPS/NPAs), independent contractor agreements (ICAs), and/or memorandums of understanding (MOUs), and authorize Christina M. Bennett or Eric R. Dill to execute all pertinent documents.

1. Spencer R. Wetter, Ph.D. (ICA), to provide school neuropsychological evaluations, observations, parent/teacher/student interviews, review of records, assessment of students, interpretations of results, and attendance at IEP meetings to discuss findings and recommendations, during the period February 1, 2013 through June 30, 2013, for an amount not to exceed \$4,000.00, to be expended from the General Fund/Restricted 06-00.
2. Fallbrook Union High School District (MOU), to provide transportation services for a San Dieguito Union High School District special education student residing in a Fallbrook group home to TERI, Inc., a Nonpublic School (NPS) under contract with the District, during the period July 1, 2012 through June 30, 2013, for an amount not to exceed \$71,280.00, to be expended from the General Fund/Restricted 06-00.

B. APPROVAL/RATIFICATION OF AMENDMENT TO AGREEMENTS

(None Submitted)

C. APPROVAL/RATIFICATION OF PARENT SETTLEMENT AND RELEASE AGREEMENTS

(None Submitted)

PUPIL SERVICES

D. APPROVAL/RATIFICATION OF AGREEMENTS

(None Submitted)

15. BUSINESS

A. APPROVAL/RATIFICATION OF AGREEMENTS

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

- 1. Leadership Associates, to conduct a superintendent search, during the period March 14, 2013 through completion of the search, for an amount not to exceed \$26,500.00, to be expended from the General Fund 03-00.

B. APPROVAL/RATIFICATION OF AMENDMENT TO AGREEMENTS

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

- 1. Siemens Industry, Inc. to begin work on phase VI of the mechanical, operational, and energy efficiency related improvements at Torrey Pines High School, as noted in the energy service contract, to be performed upon receipt of a written notice to proceed from the District, for an amount not to exceed \$690,824.00, to be expended from Mello-Roos Funds, Capital Facilities Fund 25-19, and Proposition AA GO Bond Funds.

C. AWARD/RATIFICATION OF CONTRACTS

(None Submitted)

D. APPROVAL OF CHANGE ORDERS

(None Submitted)

E. ACCEPTANCE OF CONSTRUCTION PROJECTS

(None Submitted)

F. APPROVAL OF BUSINESS REPORTS

Approve the following business reports:

- 1. Purchase Orders
- 2. Membership Listing (None Submitted)
- 3. Replacement Warrants

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

- | | |
|-------------------------|--|
| _____ Joyce Dalessandro | _____ Zoe Eprile, Torrey Pines High School |
| _____ Barbara Groth | _____ Kailey Lawson, Canyon Crest Academy |
| _____ Beth Hergesheimer | _____ Maria Lopez, San Dieguito Academy |
| _____ Amy Herman | _____ Allison Zimmerman, La Costa Canyon High School |
| _____ John Salazar | _____ Kirra Sarquilla, Sunset High School |

DISCUSSION / ACTION ITEMS..... (ITEMS 16 - 18)

16. ADOPTION OF RESOLUTION OF ANNEXATION / COMMUNITY FACILITIES DISTRICT 94-2 ANNEXATION No. 3 / LA COSTA TOWN SQUARE / A 63-UNIT FAMILY SUBDIVISION/DEVELOPMENT / SOLUTIONS 2LAC, LLC

- PUBLIC HEARING
- Motion by_____, second by_____, to adopt the attached Resolution of the Board of Trustees of the San Dieguito Union High School District Acting as the Legislative Body of the San Dieguito Union High School District Community Facilities District No. 94-2.
- Roll Call

17. APPROVAL OF PROPOSED NEW BOARD POLICY #7215, "INDEPENDENT CITIZENS' OVERSIGHT COMMITTEE BYLAWS"

Motion by_____, second by_____, to approve proposed new Board Policy #7215, "Independent Citizens' Oversight Committee Bylaws", as shown in the attached supplement.

18. ADOPTION OF RESOLUTION / ENERGY SERVICES CONTRACT

- PUBLIC HEARING
- Motion by_____, second by_____, to adopt the attached resolution to enter into an energy services contract with Siemens Industry, Inc. to identify and implement District wide capital improvements that increase energy efficiencies and reduce related costs and environmental impacts, and authorize Christina M. Bennett or Eric R. Dill to execute all necessary documents.
- Roll Call

INFORMATION ITEMS..... (ITEMS 19 – 26)

19. BUSINESS SERVICES UPDATE..... ERIC DILL, ASSOCIATE SUPERINTENDENT

20. HUMAN RESOURCES UPDATE TORRIE NORTON, ASSOCIATE SUPERINTENDENT

21. EDUCATIONAL SERVICES UPDATE..... RICK SCHMITT, DEPUTY SUPERINTENDENT

22. 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)

23. FUTURE AGENDA ITEMS

24. ADJOURNMENT TO CLOSED SESSION(AS REQUIRED)

- A. Consideration and/or deliberation of student discipline matters (4 cases)
- B. 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.*
(2 Issues)
- C. To conference with Labor Negotiators, pursuant to Government Code Section 54957.8.
Agency Negotiators: Superintendent, Deputy Superintendent, and Associate Superintendents
Employee Organizations: San Dieguito Faculty Association / California School Employees Association
- D. To confer with real property negotiator:
Property: Approximately 13.5 acre portion of 305-031-29 and 305-040-36
Agency Negotiator: Eric Dill, Associate Superintendent, Business and/or John Addleman, Director, Planning and Financial Management
Negotiating Parties: Pardee Homes
Under negotiation: Instructions pertaining to price, terms of payment, and delivery

25. REPORT FROM CLOSED SESSION (AS NECESSARY)

26. MEETING ADJOURNED

The next regularly scheduled Board Meeting will be held on [Thursday, April 4, 2013, at 6:30 PM](#) in the SDUHSD District Office Board Room 101. The District Office is located at 710 Encinitas Blvd., Encinitas, CA, 92024.



Union High School District

MINUTES

Board of Trustees
Joyce Dalessandro
Barbara Groth
Beth Hergesheimer
Amy Herman
John Salazar

Superintendent
Ken Noah

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
BOARD OF TRUSTEES
SPECIAL SESSION

THURSDAY, MARCH 7, 2013
5:45 PM

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

The Governing Board of the San Dieguito Union High School District held a Special Session on Thursday, March 7, 2013, at the above location, in the Board Room.

Attendance / Board:

All board members were present.

Attendance / District Management:

Ken Noah, Superintendent
Eric Dill, Associate Superintendent, Business Services
Torrie Norton, Associate Superintendent, Human Resources
Rick Schmitt, Deputy Superintendent

1. CALL TO ORDER
President Groth called the meeting to order at 5:48 PM
2. CALL FOR PUBLIC COMMENTS
No public comments were presented.

DISCUSSION / ACTION ITEMS

3. DELIBERATION AND SELECTION OF A SUPERINTENDENT SEARCH FIRM

The Governing Board reviewed proposals submitted by three independent search firms for the purpose of conducting a thorough candidate search for the position of Superintendent of the San Dieguito Union High School District.

It was moved by Ms. Joyce Dalessandro, seconded by Ms. Beth Hergesheimer, to employ Leadership Associates to conduct a candidate search for the position of Superintendent.

3. ADJOURNMENT

The meeting was adjourned at 6:05 PM.

Beth Hergesheimer, Board Clerk

Date

Ken Noah, Superintendent

Date



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

Board of Trustees
Joyce Dalessandro
Barbara Groth
Beth Hergesheimer
Amy Herman
John Salazar

Superintendent
Ken Noah

MARCH 7, 2013

THURSDAY, MARCH 7, 2013
6:30 PM

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

PRELIMINARY FUNCTIONS.....(ITEMS 1 – 6)

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

OPEN SESSION / ATTENDANCE

BOARD OF TRUSTEES

Joyce Dalessandro
Barbara Groth
Beth Hergesheimer
Amy Herman
John Salazar

STUDENT BOARD REPRESENTATIVES

Zoe Eprile, Torrey Pines High School
Kailey Lawson, Canyon Crest Academy
Maria Lopez, San Dieguito Academy
Allison Zimmerman, La Costa Canyon High School

DISTRICT ADMINISTRATORS / STAFF

Ken Noah, Superintendent
Eric Dill, Associate Superintendent, Business Services
Torrie Norton, Associate Superintendent, Human Resources
Rick Schmitt, Deputy Superintendent
Mike Grove, Ed.D., Executive Director, Curriculum & Assessment
Delores Perley, Director, Finance
Becky Banning, Executive Assistant to the Superintendent / Recording Secretary

3. RECONVENE REGULAR MEETING / CALL TO ORDER(ITEM 3)
The regular meeting of the Board of Trustees was called to order at 6:30 PM by Ms. Groth.
4. PLEDGE OF ALLEGIANCE(ITEM 4)
President Groth led the Pledge of Allegiance.
5. REPORT OUT OF CLOSED SESSION(ITEM 5)

MINUTES, ITEM 6

The board met in closed session; no reportable action taken.

6. APPROVAL OF MINUTES OF THE REGULAR BOARD MEETING OF FEBRUARY 21, 2013

It was moved by Ms. Joyce Dalessandro, seconded by Ms. Beth Hergesheimer, to approve the Minutes of the February 21st as presented. Motion unanimously carried.

NON-ACTION ITEMS (ITEMS 7 - 10)

7. STUDENT UPDATES / OATH OF OFFICE

A. STUDENT UPDATES STUDENT BOARD REPRESENTATIVES
Students gave updates about events and activities at their schools.

8. BOARD UPDATES(ITEM 8)

Ms. Dalessandro – Attended Cabaret Night fundraiser for San Dieguito Academy; City of Solana Beach City/Schools Relations meeting where two topics discussed were the 101 refurbishing project and Mira Costa’s TAG program to UCSD.

Ms. Groth – Visited Diegueno Middle School.

Ms. Hergesheimer – She attended San Dieguito Academy Foundation fundraiser; visited Torrey Pines High School this week; visited Carmel Valley Middle School.

Ms. Herman – Attended her final CSBA Masters in Governance session and thanked the district for the opportunity to attend these sessions.

Mr. Salazar – nothing to report.

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

Superintendent Noah addressed a letter from the County Treasurer regarding a financing symposium; he also informed the Board about coming updates and reviews on processes and procedures on pending bond projects, including a pending workshop to discuss first issuance options.

10. DEPARTMENT UPDATE CURRICULUM & ASSESSMENT
COMMON CORE STATE STANDARDS..... MIKE GROVE, ED.D., EXECUTIVE DIRECTOR

Dr. Grove gave an overview of the district’s transition process to Common Core State Standards (CCSS)

CONSENT ITEMS..... (ITEMS 11 - 15)

*It was moved by Ms. Beth Hergesheimer, seconded by Ms. Amy Herman, that all consent Items 11 through 15, be approved as listed below. Motion unanimously carried.

11. SUPERINTENDENT

A. GIFTS AND DONATIONS

Accept the Gifts and Donations, as presented.

B. FIELD TRIP REQUESTS

Accept the Field Trips, as presented.

12. HUMAN RESOURCES

A. 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 Ken Noah to execute the agreements:

MINUTES, ITEM 6

1. Fagen Friedman & Fulfrost LLP, to provide legal services, during the period March 8, 2013 until terminated, at the rates shown on the Professional Rate Schedule, to be expended from the General Fund 03-00.

13. EDUCATIONAL SERVICES

A. APPROVAL/RATIFICATION OF AGREEMENTS

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

1. Document Tracking Services, LLC (DTS), to provide a license to use DTS proprietary web-based application, during the period January 1, 2013 through December 31, 2013, for an amount not to exceed \$2,495.00, to be expended from the General Fund/Restricted 06-00.

14. PUPIL SERVICES / SPECIAL EDUCATION

SPECIAL EDUCATION

A. APPROVAL/RATIFICATION OF NON-PUBLIC SCHOOL / NON-PUBLIC AGENCY CONTRACTS, INDEPENDENT CONTRACTOR AGREEMENTS, AND/OR MEMORANDUMS OF UNDERSTANDING

Approve/ratify entering into the following non-public school / non-public agency master contracts (NPS/NPAs), independent contractor agreements (ICAs), and/or memorandums of understanding (MOUs), and authorize Christina M. Bennett or Eric R. Dill to execute all pertinent documents.

1. Fallbrook Union High School District, to provide educational and related services to a San Dieguito Union High School District Special Education student, during the period July 1, 2012 through June 30, 2013, for an amount not to exceed \$43,959.78, to be expended from the General Fund/Restricted 06-00.

B. APPROVAL/RATIFICATION OF AMENDMENT TO AGREEMENTS

(None Submitted)

C. APPROVAL/RATIFICATION OF PARENT SETTLEMENT AND RELEASE AGREEMENTS

(None Submitted)

D. ADOPTION OF RESOLUTION / COOPERATIVE CONTRACT

It is recommended that the Board adopt the attached resolution authorizing the San Dieguito Union High School District to enter into a Transition Partnership Program (TPP) Cooperative Contract with the California Department of Rehabilitation (DOR), to provide vocational rehabilitation services to prepare students/clients 17-22 years of age coming from the District's five comprehensive high schools and one District community-based classroom in order that they may obtain and retain competitive employment, during the period July 1, 2013 through June 30, 2016, for an estimated annual cost of \$524,258.00, of which DOR will pay \$196,416.00 directly, DOR will reimburse the District up to \$196,416.00 for District expenses, and subject to local match in the amount of \$131,426.00 from the General Fund/Restricted 06-00, and to authorize the Director of Purchasing and Risk Management to sign all documents related to the contract.

PUPIL SERVICES

E. APPROVAL/RATIFICATION OF AGREEMENTS

(None Submitted)

15. BUSINESS

A. APPROVAL/RATIFICATION OF AGREEMENTS

(None Submitted)

B. APPROVAL/RATIFICATION OF AMENDMENT TO AGREEMENTS

(None Submitted)

MINUTES, ITEM 6

C. AWARD/RATIFICATION OF CONTRACTS

Award/ratify the following contracts and authorize Christina M. Bennett or Eric R. Dill to execute all pertinent documents:

1. e-Builder, Inc., for the Construction Program Management Software RFP B2013-06, during the period March 8, 2013 through March 7, 2014, with automatic annual renewals unless terminated with 30 day advance written notice, in the amount of \$1,495.00 per user per year with a minimum of 15 users, initial one-time implementation costs of \$59,911.00, and estimated travel costs for implementation services not to exceed \$8,000.00, to be expended from Mello-Roos Funds, Capital Facilities Fund 25-19, and Proposition AA GO Bond Funds.
2. AT&T, Inc., for the 1GB Point to Point Ethernet Solution to SDCOE RFP B2013-07, during the period July 1, 2013 through June 30, 2016 with two additional one year extensions upon mutual agreement, at the rates shown in the attachment, representing an estimated annual savings of \$11,500.00 while maintaining the same level of service to Canyon Crest Academy and increasing bandwidth performance to the San Diego County Office of Education (SDCOE) from 250 Mbps to 1000 Mbps, to be expended from General Fund 03-00.

D. APPROVAL OF CHANGE ORDERS

(None Submitted)

E. ACCEPTANCE OF CONSTRUCTION PROJECTS

(None Submitted)

F. ADOPTION OF RESOLUTION / DELEGATION OF AUTHORITY / CALPERS CALIFORNIA EMPLOYERS' RETIREE BENEFIT TRUST FUND (CERBT)

Adopt the attached resolution delegating the positions of the Associate Superintendent of Business and/or the Director of Finance the authority to request on behalf of San Dieguito Union High School District disbursements from the Other Post Employment Prefunding Plan and certify as to the purpose for which the disbursed funds will be used.

G. APPROVAL OF BUSINESS REPORTS

Approve the following business reports:

1. Purchase Orders
2. Membership Listing (None Submitted)

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

| | |
|-------------------------|--|
| _____ Joyce Dalessandro | _____ Zoe Eprile, Torrey Pines High School |
| _____ Barbara Groth | _____ Kailey Lawson, Canyon Crest Academy |
| _____ Beth Hergesheimer | _____ Cassidy Mayeda, San Dieguito Academy |
| _____ Amy Herman | _____ Allison Zimmerman, La Costa Canyon High School |
| _____ John Salazar | _____ Kirra Sarquilla, Sunset High School |

DISCUSSION / ACTION ITEMS.....(ITEMS 16 - 20)

16. CSBA DELEGATE ASSEMBLY ELECTIONS, 2013, (7 VACANCIES), AS PRESENTED.

It was moved by Ms. Beth Hergesheimer, seconded by Ms. Joyce Dalessandro, to vote for the following seven candidates for CSBA Delegate Assembly, 2013:

Twila Godley, Elizabeth Jaka, Sharon Jones, Kelli Moors, Janet Mulder, Barbara Ryan, and Priscilla Schrieber.

Motion unanimously carried.

17. PROPOSED BOARD POLICY REVISIONS (2): BP #2210, "ADMINISTRATIVE DISCRETION REGARDING GOVERNING BOARD POLICY", & BP #3100, "BUDGET"

MINUTES, ITEM 6

It was moved by Ms. Amy Herman, seconded by Ms. Joyce Dalessandro, to approve proposed Board Policy Revisions of BP #2210, "Administrative Discretion Regarding Governing Board Policy", & BP # 3100, "Budget", as shown in the attached supplements. Motion unanimously carried.

18. PROPOSED BOARD POLICY REVISION, BP #6200.1, "ALTERNATIVE CREDITS TOWARD GRADUATION"

It was moved by Ms. Joyce Dalessandro, seconded by Ms. Amy Herman, to approve the proposed Board Policy Revision, #6200.1, "Alternative Credits Towards Graduation", as presented. Motion unanimously carried.

19. APPROVAL AND CERTIFICATION OF 2012-13 GENERAL FUND / 2ND INTERIM

It was moved by Beth Hergesheimer, seconded by Joyce Dalessandro, to approve and certify the 2012-13 2nd Interim General Fund Budget and approve the positive certification regarding the District's ability to meet its financial obligations the remainder of this fiscal year and two subsequent years, and supporting documents as required by AB 2861, Chapter 1150, Statutes of 1986, as presented. Motion unanimously carried.

20. ADOPTION OF RESOLUTION, TEACHING ASSIGNMENTS OUTSIDE CREDENTIAL AUTHORIZATION

It was moved by Zoe Eprile, seconded by Joyce Dalessandro, to adopt Resolution for Teaching Assignments Outside Credential Authorization, Per Ed Code 44258.7, as presented. Motion unanimously carried.

INFORMATION ITEMS.....(ITEMS 21 - 29)

21. PROPOSED NEW BOARD POLICY #7215, "INDEPENDENT CITIZENS' OVERSIGHT COMMITTEE BYLAWS"

This item was submitted for first read and will be resubmitted for board action on March 21, 2013.

22. BUSINESS SERVICES UPDATE ERIC DILL, ASSOCIATE SUPERINTENDENT

Mr. Dill gave an update on the issuance bonds structure and announced the workshop for the following week.

21. HUMAN RESOURCES UPDATE TORRIE NORTON, EXECUTIVE SUPERINTENDENT

Ms. Norton gave an update on the status of the credential audit.

22. EDUCATIONAL SERVICES UPDATE RICK SCHMITT, DEPUTY SUPERINTENDENT

Mr. Schmitt gave an update on high school selection process.

23. PUBLIC COMMENTS – (No comments presented)

24. FUTURE AGENDA ITEMS - None discussed.

25. ADJOURNMENT TO CLOSED SESSION – Not required.

26. CLOSED SESSION – Nothing further to report out of closed session.

27. ADJOURNMENT OF MEETING - Meeting adjourned at 7:55 PM.

Beth Hergesheimer, Board Clerk

____ / ____ / 2013
Date

Ken Noah, Superintendent

____ / ____ / 2013
Date



MINUTES

Board of Trustees
Joyce Dalessandro
Barbara Groth
Beth Hergesheimer
Amy Herman
John Salazar

Superintendent
Ken Noah

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
BOARD OF TRUSTEES
BOARD WORKSHOP**

**WEDNESDAY, MARCH 13, 2013
3:30 PM**

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

The Governing Board of the San Dieguito Union High School District held a Board Workshop on Wednesday, March 13, 2013, at the above location, in the Board Room.

Attendance / Board:

All board members were present.

Attendance / District Management:

Ken Noah, Superintendent
Eric Dill, Associate Superintendent, Business Services
Rick Schmitt, Deputy Superintendent

1. CALL TO ORDER

President Groth called the meeting to order at 3:30 PM

INFORMATION ITEMS

2. UPDATE ON FINANCING OPTIONS FOR SERIES A GENERAL OBLIGATION BONDS

The Governing Board was given a presentation on the reconsideration of financing options for the bond. The board reviewed reasons for reconsideration; the originally proposed structure; overall parameters; assessed evaluations; credit rating agency results; Series A options for structuring; and timelines. Please see attached supporting document (presentation distributed at the meeting).

3. ADJOURNMENT

The meeting was adjourned at 5:05 PM.

Beth Hergesheimer, Board Clerk

Date

Ken Noah, Superintendent

Date

Update on Financing Options for Series A General Obligation Bonds

SDUHSD Board Workshop

March 13, 2013

3:30 p.m.

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- Introduction
- Reason for Reconsideration
- Originally Proposed Structure
- Overall Parameters
- Assessed Evaluations
- Credit Rating Agency Results
- Series A Options for Structuring
- Timeline

Reason for Reconsideration

- Board authorized the issuance of Series A bonds in the amount of \$160 million on February 7, 2013
- District received a letter from County Treasurer Dan McAllister on February 12th encouraging all districts considering bond issues to do so within the limits of pending legislation (AB 182 authored by Buchanan & Hueso), which would restrict all school bonds to:
 - Debt repayment ratios no greater than 4:1
 - Maturities no greater than 25 years
 - Include call features for all term structures greater than 10 years
 - Yields on capital appreciation bonds no greater than 8%

Originally Proposed Structure

- 32-year bond maturity structure
- Tax-exempt bonds in the approximate amount of \$149,200,000
 - Proceeds to be used for project funds and to pay off Lease Revenue Bonds issued in 2012 for TPHS improvement projects
- Taxable bonds were anticipated to be in the approximate amount of \$10,800,000.
 - Proceeds to be used for project funds and/or to make base rental payments on Qualified School Construction Bonds (QSCBs) issued in 2010 for LCC and CCA solar projects

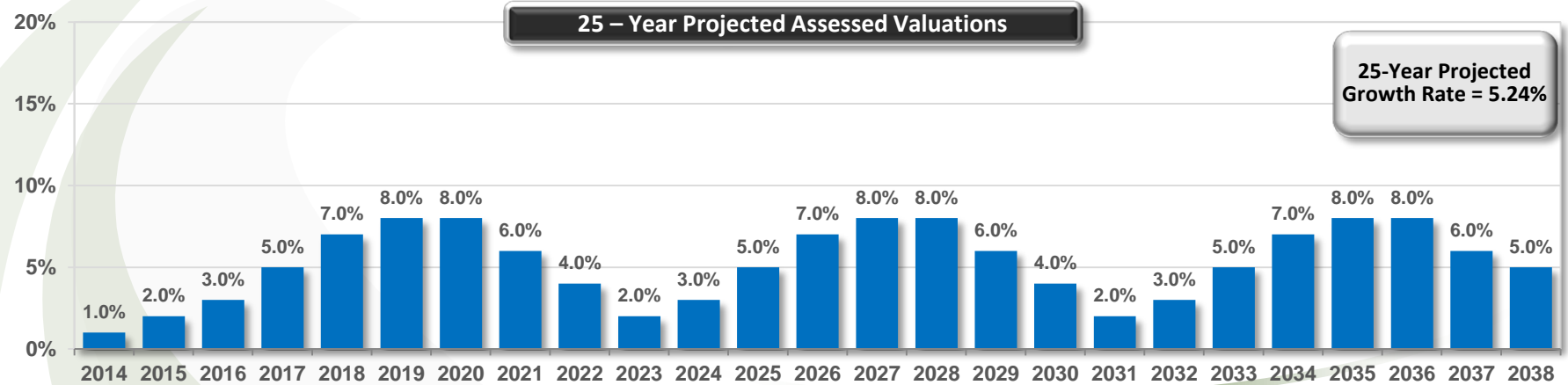
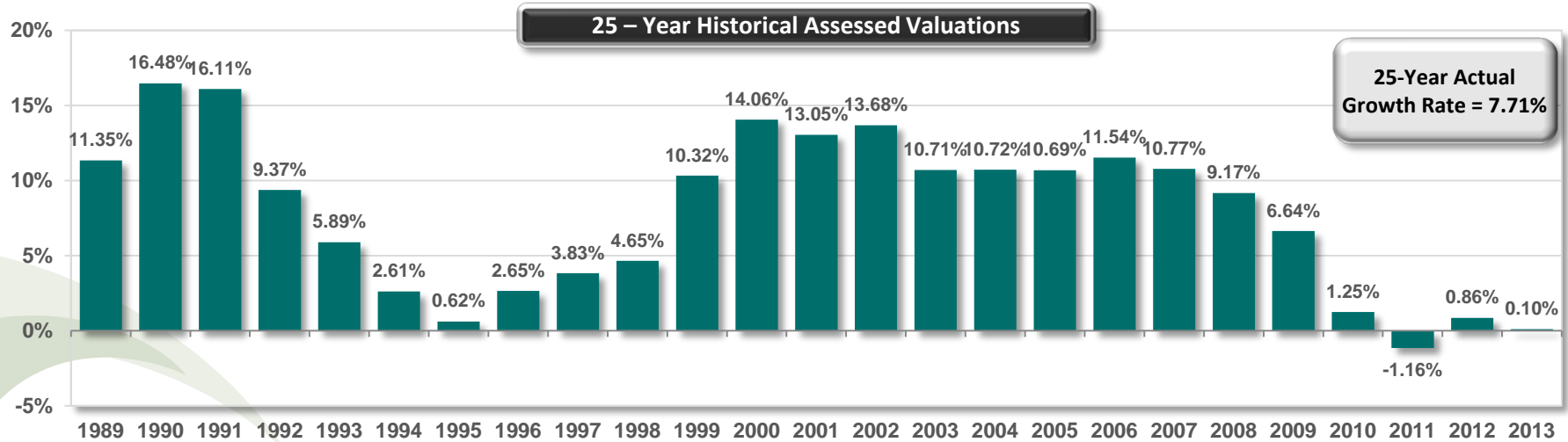
Reason for Reconsideration

- Originally proposed bond structure met the proposed requirements of AB 182 in each way except for the 32 year term
- Staff and finance team evaluated the impact of adjusting the term to 25 years while maintaining the goals of the first bond series
 - An adjusted financing structure has been developed, as well as an alternative; both options will be presented and discussed
 - Direction to move ahead with either scenario would not require a new resolution to authorize the sale of bonds
- Effect of sequestration unknown on federal solar subsidy revenue

Series A Parameters

- Treasurer-Tax Collector's Office has agreed to maturity date of 25 years from first principal amortization payment.
- Estimated cost of projects which could be initiated in the next three (3) years is approximately \$160 million
- Average coupon rate for GO Bonds with the ratings of the District is approximately 3.5% in today's municipal bond market
- Underwriter has agreed to pay all costs of issuance (which may be paid from reoffering premium generated by the underwriter)
- Projected growth rate for assessed valuation over the next 25 years is 5.24%
 - The 25 year historical assessed valuation growth rate is 7.71%,
 - Critical growth rates for Series A are 1% for Fiscal Year 2013-14 and 2% for Fiscal Year 2014-15

Assumptions – Assessed Valuations



Credit Rating Agency Results

- Both rating agencies granted favorable ratings to the District
 - Ratings are at the high end of those currently published for California school districts
 - Both ratings are comparable to each other
- Standard & Poor's
AA
 - Moody's
AA2

Qualified School Construction Bonds

- District issued QSCBs in 2010 to fund two solar energy projects at La Costa Canyon High School and Canyon Crest Academy
- Debt is backed by the General Fund (Unrestricted)
- “Make whole” provisions to the investors in the QSCBs makes a total payoff unfeasible at this time
- Amount of taxable bonds in original structure allowed flexibility to cover a larger amount of the base rental payments on the QSCBs
- Revised structure in Option One maintains this flexibility, but at a lower level
 - Base rental payments could be covered for the next three years by proceeds of taxable bond series
 - Future options could include:
 - Making payments out of the General Fund if property tax revenues increase
 - Paying off balance of QSCBs out of a future GO Bond series if feasible
 - Continuing to make base rental payments out of a future taxable GO Bond series

Series A, Option One

- Under the updated structure, Series A of Proposition AA will be issued in an amount of approximately \$160 million
 - Approximately \$157.7 million will be issued as tax-exempt GO Bonds
 - Approximately \$2.3 million will be issued as taxable GO Bonds
- The tax-exempt portion of Series A will be used to
 - Fund approximately \$156 million in planning and construction of school facilities on the Proposition AA project list, and
 - Pay off the Lease Revenue Bonds ("LRBs") issued in 2012
- The taxable GO Bonds will be issued to provide flexibility for the proceeds to be used either for
 - Making base rental payments on the Qualified School Construction Bonds (QSCBs), and/or
 - Planning and construction of facilities on the Proposition AA project list.

Series A, Option One

- Advantages:
 - Allows flexibility to maintain stated goal of relieving General Fund of QSCB debt for up to three years
 - Paying off the 2012 LRBs will remove an encumbrance on the General Fund of approximately \$100,000 to \$560,000 annually for the next 7 fiscal years
 - Paying off the 2012 LRBs is expected to generate interest cost savings of approximately 0.50% due to the lower coupon rate of the tax-exempt Series A GO Bonds
- Disadvantages:
 - Funds used to make base rental payments on QSCBs will not be available for construction projects on the Proposition AA project list
 - Increased cost associated with issuing approximately \$2.3 million in taxable bonds, and providing flexibility to the District, is approximately \$208,000
 - Issuance of taxable bonds could cause confusion about Series A among community members and media (taxable issuances are less common)
 - Payment of QSCB base rent from Proposition AA bond proceeds could be reviewed by the Federal government

Bond Statistics for Option One

Taxable and Tax-Exempt Bond Issuance

| Use of Proceeds | Taxable Bonds | Tax-Exempt Bonds | Total |
|------------------------------|---------------------|-----------------------|---------------|
| Length of Amortization | 1 Principal Payment | 25 Principal Payments | N/A |
| Call Provision | Not Applicable | 10 years @ Par | N/A |
| Structure of Bonds | Taxable CIBs | Tax-Exempt CIBs | N/A |
| Average Interest Cost | 0.80% | 3.50% | N/A |
| Par Amount of Bonds | \$2,320,000 | \$157,680,000 | \$160,000,000 |
| Amount of Premium | \$0 | \$2,168,399 | \$2,168,399 |
| Cost of Issuance (see below) | \$18,788 | \$1,276,932 | \$1,295,720 |
| Total Debt Service | \$2,340,866 | \$260,358,724 | \$262,699,590 |
| Debt Service to Par Ratio | 1.01 : 1 | 1.65 : 1 | 1.64 : 1 |

Cost of Issuance Break-Down ^[1]

| Party | Estimated Cost |
|------------------------|--------------------|
| Underwriter's Discount | \$800,000 |
| Bond Counsel | \$135,000 |
| Disclosure | \$45,000 |
| Financial Advisor | \$65,000 |
| Rating Agencies | \$140,000 |
| Other ^[2] | \$110,720 |
| Total COI | \$1,295,720 |

[1] Preliminary; subject to change.

[2] Includes reimbursement of election costs, District counsel, Underwriter's counsel, paying agent fees, COI custodian, printing, data costs, and contingency.

Series A Bond Debt Services – Updated ITEM 2 Structure

Taxable and Tax-Exempt Bond Issuance

| Year Ending | Assessed Valuation Total | Growth % | Taxable Bonds | Tax-Exempt Bonds | Total ^[1] | Estimated Tax Rate |
|--------------|--------------------------|--------------|---------------------|----------------------|----------------------|--------------------|
| 2013 | \$48,036,392,689 | N/A | Bonds Issued | | | \$0.00 |
| 2014 | \$48,516,756,616 | 1.00% | \$2,340,866 | \$7,976,849 | \$10,317,715 | \$21.27 |
| 2015 | \$49,487,091,748 | 2.00% | \$0 | \$11,610,200 | \$11,610,200 | \$23.46 |
| 2016 | \$50,971,704,501 | 3.00% | \$0 | \$5,553,800 | \$5,553,800 | \$10.90 |
| 2017 | \$53,520,289,726 | 5.00% | \$0 | \$5,553,800 | \$5,553,800 | \$10.38 |
| 2018 | \$57,266,710,006 | 7.00% | \$0 | \$6,903,800 | \$6,903,800 | \$12.06 |
| 2019 | \$61,848,046,807 | 8.00% | \$0 | \$7,249,800 | \$7,249,800 | \$11.72 |
| 2020 | \$66,795,890,552 | 8.00% | \$0 | \$7,614,800 | \$7,614,800 | \$11.40 |
| 2021 | \$70,803,643,985 | 6.00% | \$0 | \$7,987,400 | \$7,987,400 | \$11.28 |
| 2022 | \$73,635,789,744 | 4.00% | \$0 | \$8,391,600 | \$8,391,600 | \$11.40 |
| 2023 | \$75,108,505,539 | 2.00% | \$0 | \$8,815,400 | \$8,815,400 | \$11.74 |
| 2024 | \$77,361,760,705 | 3.00% | \$0 | \$9,257,200 | \$9,257,200 | \$11.97 |
| 2025 | \$81,229,848,740 | 5.00% | \$0 | \$9,720,400 | \$9,720,400 | \$11.97 |
| 2026 | \$86,915,938,152 | 7.00% | \$0 | \$10,208,200 | \$10,208,200 | \$11.74 |
| 2027 | \$93,869,213,204 | 8.00% | \$0 | \$9,648,600 | \$9,648,600 | \$10.28 |
| 2028 | \$101,378,750,261 | 8.00% | \$0 | \$10,127,400 | \$10,127,400 | \$9.99 |
| 2029 | \$107,461,475,276 | 6.00% | \$0 | \$10,633,900 | \$10,633,900 | \$9.90 |
| 2030 | \$111,759,934,287 | 4.00% | \$0 | \$11,160,150 | \$11,160,150 | \$9.99 |
| 2031 | \$113,995,132,973 | 2.00% | \$0 | \$11,716,850 | \$11,716,850 | \$10.28 |
| 2032 | \$117,414,986,962 | 3.00% | \$0 | \$12,307,388 | \$12,307,388 | \$10.48 |
| 2033 | \$123,285,736,310 | 5.00% | \$0 | \$12,919,813 | \$12,919,813 | \$10.48 |
| 2034 | \$131,915,737,852 | 7.00% | \$0 | \$13,572,500 | \$13,572,500 | \$10.29 |
| 2035 | \$142,468,996,880 | 8.00% | \$0 | \$14,250,150 | \$14,250,150 | \$10.00 |
| 2036 | \$153,866,516,631 | 8.00% | \$0 | \$14,965,350 | \$14,965,350 | \$9.73 |
| 2037 | \$163,098,507,629 | 6.00% | \$0 | \$15,715,475 | \$15,715,475 | \$9.64 |
| 2038 | \$171,253,433,010 | 5.00% | \$0 | \$16,497,900 | \$16,497,900 | \$9.63 |
| Total | N/A | 5.24% | \$2,340,866 | \$260,358,724 | \$262,699,590 | \$11.68 |

[1] Numbers may not sum due to rounding.

Series A, Option Two

- Under this alternative structure, Series A of Proposition AA will be issued in an amount of approximately \$160 million in tax-exempt GO Bonds.
 - Approximately \$158 million will be used for planning and construction of school facilities on the Proposition AA project list, and
 - Approximately \$2 million will be used to pay off the LRBs issued in 2012

Series A, Option Two

- Advantages
 - This option maximizes the amount of proceeds available to fund construction projects on the Proposition AA project list
 - Paying off the 2012 LRBs will remove an encumbrance on the General Fund of approximately \$100,000 to \$560,000 annually for the next 7 fiscal years
 - Paying off the 2012 LRBs is expected to generate interest cost savings of approximately 0.50% due to the lower coupon rate of the tax-exempt Series A GO Bonds
- Disadvantages
 - There is no flexibility for the District to make base rental payments on the QSCBs with bond proceeds
 - As a result of a change in the structure, notification to ratings agencies will be required, which could lead to a potential reevaluation of the School District's credit ratings because the budget of the School District assumes the flexibility will exist

Bond Statistics for Option Two

Tax-Exempt Bond Issuance

| Use of Proceeds | Taxable Bonds | Tax-Exempt Bonds | Total |
|------------------------------|---------------|-----------------------|----------------------|
| Length of Amortization | N/A | 25 Principal Payments | N/A |
| Call Provision | N/A | 10 years @ Par | N/A |
| Structure of Bonds | N/A | Tax-Exempt CIBs | N/A |
| Average Interest Cost | N/A | 3.5% | N/A |
| Par Amount of Bonds | \$0 | \$160,000,000 | \$160,000,000 |
| Amount of Premium | N/A | \$2,168,399 | \$2,168,399 |
| Cost of Issuance (see below) | N/A | \$1,295,720 | \$1,295,720 |
| Total Debt Service | \$0 | \$262,491,590 | \$262,491,590 |
| Debt Service to Par Ratio | N/A | 1.64 : 1 | 1.64 : 1 |

Cost of Issuance Break-Down ^[1]

| Party | Estimated Cost |
|------------------------|--------------------|
| Underwriter's Discount | \$800,000 |
| Bond Counsel | \$135,000 |
| Disclosure | \$45,000 |
| Financial Advisor | \$65,000 |
| Rating Agencies | \$140,000 |
| Other ^[2] | \$110,720 |
| Total COI | \$1,295,720 |

[1] Preliminary; subject to change.

[2] Includes reimbursement of election costs, District counsel, Underwriter's counsel, paying agent fees, COI custodian, printing, data costs, and contingency.

Series A Bond Debt Services – Option Two

Tax-Exempt Bond Issuance

| Year Ending | Assessed Valuation Total | Growth % | Taxable Bonds | Tax-Exempt Bonds | Total ^[1] | Estimated Tax Rate |
|--------------|--------------------------|--------------|---------------------|----------------------|----------------------|--------------------|
| 2013 | \$48,036,392,689 | N/A | Bonds Issued | | | \$0.00 |
| 2014 | \$48,516,756,616 | 1.00% | \$0 | \$10,309,546 | \$10,309,546 | \$21.25 |
| 2015 | \$49,487,091,748 | 2.00% | \$0 | \$11,601,007 | \$11,601,007 | \$23.44 |
| 2016 | \$50,971,704,501 | 3.00% | \$0 | \$5,549,403 | \$5,549,403 | \$10.89 |
| 2017 | \$53,520,289,726 | 5.00% | \$0 | \$5,549,403 | \$5,549,403 | \$10.37 |
| 2018 | \$57,266,710,006 | 7.00% | \$0 | \$6,898,334 | \$6,898,334 | \$12.05 |
| 2019 | \$61,848,046,807 | 8.00% | \$0 | \$7,244,060 | \$7,244,060 | \$11.71 |
| 2020 | \$66,795,890,552 | 8.00% | \$0 | \$7,608,771 | \$7,608,771 | \$11.39 |
| 2021 | \$70,803,643,985 | 6.00% | \$0 | \$7,981,076 | \$7,981,076 | \$11.27 |
| 2022 | \$73,635,789,744 | 4.00% | \$0 | \$8,384,956 | \$8,384,956 | \$11.39 |
| 2023 | \$75,108,505,539 | 2.00% | \$0 | \$8,808,420 | \$8,808,420 | \$11.73 |
| 2024 | \$77,361,760,705 | 3.00% | \$0 | \$9,249,870 | \$9,249,870 | \$11.96 |
| 2025 | \$81,229,848,740 | 5.00% | \$0 | \$9,712,704 | \$9,712,704 | \$11.96 |
| 2026 | \$86,915,938,152 | 7.00% | \$0 | \$10,200,117 | \$10,200,117 | \$11.74 |
| 2027 | \$93,869,213,204 | 8.00% | \$0 | \$9,640,960 | \$9,640,960 | \$10.27 |
| 2028 | \$101,378,750,261 | 8.00% | \$0 | \$10,119,381 | \$10,119,381 | \$9.98 |
| 2029 | \$107,461,475,276 | 6.00% | \$0 | \$10,625,480 | \$10,625,480 | \$9.89 |
| 2030 | \$111,759,934,287 | 4.00% | \$0 | \$11,151,314 | \$11,151,314 | \$9.98 |
| 2031 | \$113,995,132,973 | 2.00% | \$0 | \$11,707,573 | \$11,707,573 | \$10.27 |
| 2032 | \$117,414,986,962 | 3.00% | \$0 | \$12,297,643 | \$12,297,643 | \$10.47 |
| 2033 | \$123,285,736,310 | 5.00% | \$0 | \$12,909,583 | \$12,909,583 | \$10.47 |
| 2034 | \$131,915,737,852 | 7.00% | \$0 | \$13,561,754 | \$13,561,754 | \$10.28 |
| 2035 | \$142,468,996,880 | 8.00% | \$0 | \$14,238,867 | \$14,238,867 | \$9.99 |
| 2036 | \$153,866,516,631 | 8.00% | \$0 | \$14,953,501 | \$14,953,501 | \$9.72 |
| 2037 | \$163,098,507,629 | 6.00% | \$0 | \$15,703,032 | \$15,703,032 | \$9.63 |
| 2038 | \$171,253,433,010 | 5.00% | \$0 | \$16,484,837 | \$16,484,837 | \$9.63 |
| Total | N/A | 5.24% | \$0 | \$262,491,590 | \$262,491,590 | \$11.67 |

[1] Numbers may not sum due to rounding.

Summary of Alternative Structures

Bond Structure/Debt Summary

| Item | Taxable and Tax-Exempt Bond Issuance | Tax-Exempt Bond Issuance |
|-----------------------------------|--------------------------------------|--------------------------|
| Amount of Taxable Bonds | \$2,320,000 | \$0 |
| Amount of Tax-Exempt Bonds | \$157,680,000 | \$160,000,000 |
| Total Bonds Issued ^[1] | \$160,000,000 | \$160,000,000 |
| Total Debt Service ^[2] | \$262,699,590 | \$262,491,590 |
| Debt Service to Par Ratio | 1.64 : 1 | 1.64 : 1 |

[1] All options are amortized for 25 annual principal payments and only include Current Interest Bonds

[2] The cost of providing flexibility to the School District by issuing taxable bonds is approximately \$208,000

Use of Bond Proceeds Summary

| Item | Taxable and Tax-Exempt Bond Issuance | Tax-Exempt Bond Issuance |
|---|--------------------------------------|--------------------------|
| Flexible Proceeds (Available for QSCB or Facilities Projects) | \$2,296,765 | \$0 |
| Proceeds Used for LRBs | \$1,936,154 | \$1,936,154 |
| Proceeds Used for Facilities Projects | \$155,767,081 | \$158,063,846 |
| Total Bond Proceeds | \$160,000,000 | \$160,000,000 |

Updated Timeline

| Date | Task to be Performed |
|-----------------------|--|
| March 13, 2013 | District Board Meeting <ul style="list-style-type: none">• Financing Options Update |
| March 18, 2013 | Due Diligence Conference Call <ul style="list-style-type: none">• Final comments due on Preliminary Official Statement |
| March 19, 2013 | County Board of Supervisors Meeting <ul style="list-style-type: none">• Adopt County Resolution• Approve Other Financing Documents |
| March 20, 2013 | Print/Post Preliminary Official Statement |
| March 25, 2013 | Pre-Pricing Conference Call |
| March 26, 2013 | Final Pricing of Bonds |
| Week of April 1, 2013 | Distribute to All Participants <ul style="list-style-type: none">• Closing Documents• Closing & Wire Payment Instructions |
| April 3, 2013 | Print/Post Final Official Statement |
| April 9, 2013 | Pre-closing of Bonds |
| April 10, 2013 | Closing of Bonds |

Questions?



Union High School District

MINUTES

Board of Trustees
Joyce Dalessandro
Barbara Groth
Beth Hergesheimer
Amy Herman
John Salazar

Superintendent
Ken Noah

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
BOARD OF TRUSTEES
SPECIAL SESSION**

**WEDNESDAY, MARCH 14, 2013
4:00 PM**

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

The Governing Board of the San Dieguito Union High School District held a Special Session on Thursday, March 14, 2013, at the above location, in the Board Room.

Attendance / Board:

Joyce Dalessandro
Barbara Groth
Beth Hergesheimer
Amy Herman
John Salazar

Attendance / District Officials:

Ken Noah, Superintendent
Eric Dill, Associate Superintendent, Business Services
Rick Schmitt, Deputy Superintendent
Rene Townsend, Ed.D., Consultant, Leadership Associates
Mike Caston, Ed.D., Consultant, Leadership Associates
Dennis Smith, Ed.D., Consultant, Leadership Associates
Becky Banning, Executive Assistant to the Superintendent / Recording Secretary

PRELIMINARY FUNCTIONS

1. CALL TO ORDER – President Groth called the meeting to order at 4:00 PM.
2. CALL FOR PUBLIC COMMENTS – There were no public comments.

OPEN SESSION

3. DISCUSSION OF SEARCH FOR SUPERINTENDENT

The Board of Trustees met with search firm advisors, Dr. Rene Townsend, Dr. Mike Caston, and Dr. Dennis Smith, of Leadership Associates, to discuss:

- Overview of Search Process
- Timeline
- Desired Qualities and Characteristics of a Superintendent
- Identification of Groups and Individuals for Community / Staff Input

MINUTES, ITEM 6

CLOSED SESSION

4. DISCUSSION OF SEARCH FOR SUPERINTENDENT

The Board adjourned to Closed Session at 5:00 PM to do the following:

Discussion of Search for Superintendent Pursuant to Government Code Section 54957

1 Issue: Identification of potential candidates

5. REPORT OUT OF CLOSED SESSION – There was nothing to report out of Closed Session.

6. ADJOURNMENT – The meeting was adjourned at 5:35 PM.

Beth Hergesheimer, Board Clerk

Date

Ken Noah, Superintendent

Date

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 15, 2013

BOARD MEETING DATE: March 21, 2013

**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 report.

RECOMMENDATION:

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

FUNDING SOURCE:

Not applicable

KN/bb

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 15, 2013

BOARD MEETING DATE: March 21, 2013

PREPARED BY: Rick Schmitt
Associate Superintendent/Educational Services

SUBMITTED BY: Ken Noah, Superintendent

SUBJECT: APPROVAL / RATIFICATION OF FIELD
TRIP REQUESTS

EXECUTIVE SUMMARY

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

RECOMMENDATION:

The administration recommends that the Board approve / ratify the field trips, as shown on the attached supplement.

FUNDING SOURCE:

As listed on the attached supplement.

FIELD TRIP REQUESTS
SDUHSD BOARD MEETING
March 21, 2013

ITEM 11B

| Item # | Date | Sponsor, Last Name | First Name | School Team/Club | Total # Students | Total # Chaperones | Event Description / Name of Conference | City | State | Loss of Class Time | \$ Cost |
|--------|------------------------|-----------------------|---------------|-------------------------|---------------------|-----------------------|--|-----------------------------|-------|--------------------------|-----------------|
| 1 | 04/27/13 - 04/29/13 | Krause | Rachel | TPHS Speech & Debate | 2 | 1 | Speech & Debate Competition | Lexington | KY | 1 Day | TPHS Foundation |
| 2 | 03/23/13 | Contreras | Richard | TPHS Swim Team | 45 | 1 | Swim Meet | Mission Viejo | CA | 0 | TPHS Foundation |
| 3 | 03/22/13 - 03/24/13 | Niddrie | Jackie | TPHS Intro to Law | 19 | 3 | California State Mock Trial Competition | Riverside | CA | 1 Day | TPHS Foundation |
| 4 | 04/18/13 | Groseclose | Angie | LCC AVID I and II | 110 | 6 | AVID College Field Trip | Long Beach / Los Angeles | CA | 1 Day | LCC Foundation |
| 5 | 03/28/13 - 03/30/13 | Danssaert | John | CCA Robotics | 30 | 2 | FRC Robotics Competition | San Bernadino | CA | 2 Days | CCA Foundation |
| 6 | 03/27/13 - 03/30/13 | Hall | Chester | TPHS Robotics | 10 | 2 | FRC Robotics Competition | San Bernadino | CA | 2 Days | TPHS Foundation |
| 7 | 03/23/13 | Santos | Michael | SDA Mustang Minds | 10 | 1 | Academic Tournament | Arcadia | CA | 0 | SDA Foundation |
| 8 | 04/13/13 | Santos | Michael | SDA Mustang Minds | 10 | 1 | Academic Tournament | Irvine | CA | 0 | SDA Foundation |
| 9 | 09/20/13 - 09/21/13 | McDougall | Pat | LCC Girls Volleyball | 14 | 2 | Volleyball Tournament | Las Vegas | NV | 1 Day | LCC Foundation |
| 10 | 11/01/13 - 11/02/13 | McDougall | Pat | LCC Girls Volleyball | 14 | 2 | Volleyball Tournament | Santa Barbara | CA | 1 Day | LCC Foundation |
| 11 | 06/08/13 - 06/09/13 | Killmar | Nona | TPHS Academic Team | 8 | 1 | National Academic Team Championship | College Park | MD | 1 Day | TPHS Foundation |

* 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

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 12, 2013

BOARD MEETING DATE: March 21, 2013

PREPARED BY: Torrie Norton
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

Resignation

Classified

Change in Assignment
Employment
Resignation

RECOMMENDATION:

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

FUNDING SOURCE:

General Fund

PERSONNEL LIST

CERTIFICATED PERSONNEL

Resignation

1. **Anne Briscoe**, Permanent Teacher (math) currently on unpaid leave of absence for the 2012-13 school year, resignation from employment effective 6/30/13.
2. **Heather Michel**, Permanent Teacher (science) currently on unpaid leave of absence for the 2013-14 school year, resignation from employment, effective 2/28/13.

PERSONNEL LIST

CLASSIFIED PERSONNEL

Employment

1. **Juve, Robert**, Instructional Assistant SpEd NS, SR34, 48.75% FTE, La Costa Canyon High School, effective 3/18/13
2. **McGraw, Corina**, Instructional Assistant SpEd SH, SR36, 48.75% FTE, Oak Crest Middle School, effective 2/27/13
3. **Peterson, Allisen**, Instructional Assistant SpEd SH, SR36, 37.5% FTE, Oak Crest Middle School, effective 3/01/13
4. **Tomaino, David**, Construction Contracts Analyst, SR62, 100% FTE, Fac-Con, effective 3/27/13
5. **Vieira, Susan**, Receptionist, SR32, 48.75%, Carmel Valley MS, effective 3/18/13

Change in Assignment

1. **Roberts, Caroline**, from Administrative Assistant, SR42, 75% FTE, Facilities to Construction Facility Project Coordinator, SR44, 100% FTE, Fac-Con, effective 3/01/13

Resignation

1. **Eduina Rey**, Instructional Assistant SpEd NS, Earl Warren Middle School, resignation for the purpose of retirement, effective 06/14/13

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 8, 2013

BOARD MEETING DATE: March 21, 2013

PREPARED BY: Chuck Adams, Director of Special Education
Rick Schmitt, Deputy Superintendent

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: APPROVAL/RATIFICATION OF AGREEMENTS

EXECUTIVE SUMMARY

The attached Special Education Agreements Report summarizes two contracts.

RECOMMENDATION:

The administration recommends that the Board approve and/or ratify the contracts as shown on the attached Special Education Agreements report.

FUNDING SOURCE:

As noted on the attached report.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

ITEM 14A

SPECIAL EDUCATION AGREEMENTS

DATE: 03-21-13

| <u>Contract Effective Dates</u> | <u>Contractor/Vendor</u> | <u>Description of Services</u> | <u>School/ Department Budget</u> | <u>Fee Not to Exceed</u> |
|--|--|---|---|---------------------------------|
| 02/01/13 – 06/30/13 | Spencer R. Wetter, Ph.D., ICA | Provide school neuropsychological evaluations, observations, parent/teacher/student interviews, review of records, assessment of students, interpretations of results, and attendance at IEP meetings to discuss findings and recommendations | General Fund/ Restricted 06-00 | \$4,000.00 |
| 07/01/12 – 06/30/13 | Fallbrook Union High School District – MOU | Provide transportation services for a San Dieguito Union High School District special education student residing in a Fallbrook group home to TERI, Inc., a Nonpublic School (NPS) under contract with the District | General Fund/ Restricted 06-00 | \$71,280.00 |

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 13, 2013

BOARD MEETING DATE: March 21, 2013

PREPARED BY: Christina M. Bennett, Director of Purchasing/Risk Mgt
Eric R. Dill, Associate Superintendent/Business

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: APPROVAL/RATIFICATION OF
PROFESSIONAL SERVICES CONTRACT/
BUSINESS

EXECUTIVE SUMMARY

The attached Professional Services Report/Business summarizes one contract.

RECOMMENDATION:

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

FUNDING SOURCE:

As noted on attached report.

ITEM 15A

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

BUSINESS - PROFESSIONAL SERVICES REPORT

Date: 03-21-13

| <u>Contract Effective Dates</u> | <u>Contractor/ Vendor</u> | <u>Description of Services</u> | <u>School/ Department Budget</u> | <u>Fee Not to Exceed</u> |
|---|----------------------------------|---------------------------------------|---|---------------------------------|
| 03/14/13 until completion of the search | Leadership Associates | Conduct a superintendent search | General Fund 03-00 | \$26,500.00 |

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 13, 2013

BOARD MEETING DATE: March 21, 2013

PREPARED BY: Christina M. Bennett, Director of Purchasing/Risk Mgt
Eric R. Dill, Associate Superintendent/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 agreements.

RECOMMENDATION:

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

FUNDING SOURCE:

As noted on attached list

ITEM 15B

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

BUSINESS SERVICES - AMENDMENT TO AGREEMENTS REPORT

Date: 03-21-13

| <u>Contract Effective Dates</u> | <u>Contractor/ Vendor</u> | <u>Description of Services</u> | <u>School/ Department Budget</u> | <u>Fee Not to Exceed</u> |
|--|----------------------------------|--|--|---------------------------------|
| NA | Siemens Industry, Inc. | To begin work on phase VI of the mechanical, operational, and energy efficiency related improvements at Torrey Pines High School | Mello-Roos Bond Funds, Capital Facilities Fund 25-19, and Proposition AA GO Bond Funds | \$690,824.00 |

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 12, 2013

BOARD MEETING DATE: March 21, 2013

PREPARED BY: Eric R. Dill
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:

1. Purchase Orders
2. Membership Listing (None Submitted)
3. Replacement Warrants

RECOMMENDATION:

It is recommended that the Board approve the following business reports: 1) Purchase Orders, and 2) Membership Listings (None Submitted), c) Replacement Warrants.

FUNDING SOURCE:

Not applicable

PO/BOARD/REPORT

SAN DIEGUITO UNION HIGH
FROM 02/26/13 THRU 03/11/13

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ITEM 15F

| PO NBR | DATE | FUND | VENDOR | LOC | DESCRIPTION | AMOUNT |
|--------|----------|-------|----------------------|-----|-----------------------|-------------|
| 231965 | 02/26/13 | 03 | SAN DIEGO COUNTY OFF | 022 | CONFERENCE, WORKSHOP, | \$50.00 |
| 231966 | 02/26/13 | 03 | COMM USA INC | 014 | MATERIALS AND SUPPLI | \$108.00 |
| 231967 | 02/26/13 | 03 | H2GLOBAL ENTERPRISES | 035 | CONSULTANTS-COMPUTER | \$750.00 |
| 231968 | 02/27/13 | 03 | HARCOURT OUTLINES | 004 | MATERIALS AND SUPPLI | \$254.99 |
| 231969 | 02/27/13 | 06 | COSTCO CARLSBAD | 024 | REFRESHMENTS | \$100.00 |
| 231970 | 02/27/13 | 03 | SAN DIEGO COUNTY OFF | 022 | CONFERENCE, WORKSHOP, | \$300.00 |
| 231971 | 02/27/13 | 06 | SCRIPPS HEALTH | 013 | NON CAPITALIZED EQUI | \$2,185.00 |
| 231972 | 02/27/13 | 13 | SAN DIEGO RESTAURANT | 031 | NON CAPITALIZED EQUI | \$776.52 |
| 231973 | 02/27/13 | 13 | A 1 GOLF CARS | 031 | REPAIRS BY VENDORS | \$871.84 |
| 231974 | 02/27/13 | 06 | LEUCADIA SHELL SERVI | 028 | REPAIRS-VEHICLES | \$1,200.28 |
| 231976 | 02/27/13 | 03 | STAPLES ADVANTAGE | 014 | MATERIALS AND SUPPLI | \$146.58 |
| 231977 | 02/28/13 | 06 | INST OF EFFECTIVE ED | 030 | OTHER CONTR-N.P.S. | \$34,941.90 |
| 231978 | 02/28/13 | 06 | INST OF EFFECTIVE ED | 030 | OTHER CONTR-N.P.S. | \$34,941.90 |
| 231979 | 02/28/13 | 06 | INST OF EFFECTIVE ED | 030 | OTHER CONTR-N.P.S. | \$56,235.90 |
| 231980 | 02/28/13 | 06 | INST OF EFFECTIVE ED | 030 | OTHER CONTR-N.P.S. | \$34,941.90 |
| 231981 | 02/28/13 | 06 | INST OF EFFECTIVE ED | 030 | OTHER CONTR-N.P.S. | \$34,941.90 |
| 231982 | 02/28/13 | 06 | INST OF EFFECTIVE ED | 030 | OTHER CONTR-N.P.S. | \$34,941.90 |
| 231983 | 02/28/13 | 06 | INST OF EFFECTIVE ED | 030 | OTHER CONTR-N.P.S. | \$34,941.90 |
| 231984 | 02/28/13 | 06 | INST OF EFFECTIVE ED | 030 | OTHER CONTR-N.P.S. | \$56,235.90 |
| 231985 | 02/28/13 | 06 | INST OF EFFECTIVE ED | 030 | OTHER CONTR-N.P.S. | \$36,605.80 |
| 231986 | 02/28/13 | 06 | INST OF EFFECTIVE ED | 030 | OTHER CONTR-N.P.S. | \$34,941.90 |
| 231987 | 02/28/13 | 06 | INST OF EFFECTIVE ED | 030 | OTHER CONTR-N.P.S. | \$56,235.90 |
| 231988 | 02/28/13 | 06 | FAMILY LIFE CENTER | 030 | ROOM & BOARD | \$2,832.20 |
| 231989 | 02/28/13 | 06 | WINSTON SCHOOL OF SA | 030 | OTHER CONTR-N.P.S. | \$23,245.20 |
| 231990 | 02/28/13 | 06 | WINSTON SCHOOL OF SA | 030 | OTHER CONTR-N.P.S. | \$24,407.46 |
| 231991 | 02/28/13 | 03 | APPERSON EDUCATION P | 004 | MATERIALS AND SUPPLI | \$106.86 |
| 231992 | 03/01/13 | 03 | MATCH POINT TENNIS C | 013 | NON CAPITALIZED EQUI | \$700.00 |
| 231997 | 03/01/13 | 03 | ECONOMY RESTAURANT S | 010 | NON CAPITALIZED EQUI | \$4,411.80 |
| 231998 | 03/01/13 | 06 | TAAG MACHINERY | 013 | REPAIRS BY VENDORS | \$394.20 |
| 231999 | 03/01/13 | 03 | VERNIER SOFTWARE & T | 004 | MATERIALS AND SUPPLI | \$170.84 |
| 232000 | 03/01/13 | 06 | IN HOUSE SOLUTIONS | 013 | MATERIALS AND SUPPLI | \$149.60 |
| 232001 | 03/01/13 | 03 | STAPLES ADVANTAGE | 013 | MATERIALS AND SUPPLI | \$300.00 |
| 232003 | 03/01/13 | 03 | WENGER CORPORATION | 013 | NON CAPITALIZED EQUI | \$936.36 |
| 232006 | 03/04/13 | 06 | SAN DIEGUITO ALLIANC | 040 | PROF/CONSULT./OPER E | \$10,600.00 |
| 232007 | 03/04/13 | 25-18 | A.B. HASHMI, INC. | 025 | LAND IMPROVEMENTS | \$45,595.00 |
| 232008 | 03/04/13 | 03 | MOBIL CONSTRUCTION S | 025 | OTHER SERV.& OPER.EX | \$345.00 |
| 232009 | 03/04/13 | 03 | FREDRICKS ELECTRIC I | 035 | OTHER SERV.& OPER.EX | \$225.00 |
| 232010 | 03/04/13 | 06 | FREDRICKS ELECTRIC I | 035 | OTHER SERV.& OPER.EX | \$325.00 |
| 232011 | 03/04/13 | 03 | U T SAN DIEGO NCT (N | 035 | ADVERTISING | \$260.52 |
| 232012 | 03/04/13 | 03 | STAPLES STORES | 004 | MATERIALS AND SUPPLI | \$215.99 |
| 232013 | 03/04/13 | 03 | STAPLES STORES | 013 | MATERIALS AND SUPPLI | \$215.99 |
| 232014 | 03/05/13 | 03 | 22ND DISTRICT AGRICU | 024 | RENTS & LEASES | \$6,120.00 |
| 232015 | 03/05/13 | 03 | 22ND DISTRICT AGRICU | 024 | RENTS & LEASES | \$8,500.00 |
| 232016 | 03/05/13 | 03 | AGENCY FOR STUDENT | 037 | COMPUTER LICENSING | \$1,400.00 |
| 232017 | 03/05/13 | 06 | AUTISM SPECTRUM | 030 | OTHER CONTR-N.P.A. | \$7,781.00 |
| 232019 | 03/05/13 | 06 | NORTH COUNTY TRANSIT | 040 | FEES - ADMISSIONS, T | \$500.00 |
| 232020 | 03/05/13 | 06 | BENREY, DANIEL | 030 | PROJ WORKBILITY STIP | \$1,872.00 |
| 232021 | 03/05/13 | 06 | MCGRATH, JUDITH | 030 | PAY IN LIEU OF TRANS | \$320.00 |
| 232022 | 03/05/13 | 03 | UNITED HEALTH SUPPLI | 012 | MEDICAL SUPPLIES | \$46.08 |
| 232023 | 03/06/13 | 03 | JSTOR, ITHAKA HARBOR | 005 | COMPUTER LICENSING | \$1,500.00 |
| 232024 | 03/06/13 | 06 | SIPERSTEIN-RAFNER, D | 030 | OTHER SERV.& OPER.EX | \$15,100.00 |
| 232025 | 03/06/13 | 06 | BEYER, MARY | 030 | MEDIATION SETTLEMENT | \$11,700.00 |
| 232026 | 03/06/13 | 03 | MOORE MEDICAL, LLC | 012 | MEDICAL SUPPLIES | \$228.81 |
| 232027 | 03/06/13 | 03 | SOLANA BEACH, CITY O | 025 | SEWER CHARGES | \$7,735.00 |
| 232028 | 03/06/13 | 03 | SAN DIEGO STAGE/LIGH | 005 | MATERIALS AND SUPPLI | \$219.63 |

PO/BOARD/REPORT

SAN DIEGUITO UNION HIGH
FROM 02/26/13 THRU 03/11/13

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ITEM 15F

| PO NBR | DATE | FUND | VENDOR | LOC | DESCRIPTION | AMOUNT |
|--------------|----------|-------|----------------------|-----|----------------------|--------------|
| 232029 | 03/06/13 | 06 | LEGOLAND | 030 | FEES - ADMISSIONS, T | \$140.00 |
| 232030 | 03/06/13 | 03 | BARNES & NOBLE BOOKS | 035 | MATERIALS AND SUPPLI | \$800.00 |
| 232031 | 03/06/13 | 03 | B&H PHOTO-VIDEO-PRO | 005 | MATERIALS AND SUPPLI | \$673.78 |
| 232033 | 03/07/13 | 21-09 | A B C SCHOOL EQUIPME | 025 | NON-CAPITALIZED IMPR | \$298.48 |
| 232034 | 03/07/13 | 03 | STAPLES ADVANTAGE | 008 | MATERIALS AND SUPPLI | \$64.17 |
| 232035 | 03/07/13 | 03 | STAPLES ADVANTAGE | 010 | MATERIALS AND SUPPLI | \$939.82 |
| 232036 | 03/07/13 | 03 | ORIENTAL TRADING COM | 004 | MATERIALS AND SUPPLI | \$90.30 |
| 232037 | 03/07/13 | 03 | PROCURETECH | 035 | NON-CAPITALIZED TECH | \$852.16 |
| 232038 | 03/07/13 | 03 | AREY JONES EDUCATION | 035 | NON-CAPITALIZED TECH | \$2,856.34 |
| 232039 | 03/07/13 | 03 | CAROLINA BIOLOGICAL | 014 | MATERIALS AND SUPPLI | \$1,362.27 |
| 232040 | 03/07/13 | 03 | RASIX COMPUTER CENTE | 035 | MATERIALS AND SUPPLI | \$273.65 |
| 232041 | 03/07/13 | 03 | ONE STOP TONER AND I | 003 | MATERIALS AND SUPPLI | \$118.79 |
| 232042 | 03/07/13 | 03 | ONE STOP TONER AND I | 004 | MATERIALS AND SUPPLI | \$86.39 |
| 232043 | 03/07/13 | 03 | RUBIO'S | 014 | REFRESHMENTS | \$142.56 |
| 232044 | 03/08/13 | 03 | XEROX CORPORATION | 025 | RENTS & LEASES | \$726.67 |
| 232045 | 03/08/13 | 03 | LDP & ASSOCIATES, IN | 035 | REPAIRS BY VENDORS | \$13,125.00 |
| 232046 | 03/08/13 | 25-18 | LUCID DESIGN GROUP I | 025 | LAND IMPROVEMENTS | \$1,950.00 |
| 232047 | 03/08/13 | 03 | APPERSON EDUCATION P | 024 | MATERIALS AND SUPPLI | \$19.30 |
| 232049 | 03/08/13 | 03 | COSTCO CARLSBAD | 008 | MATERIALS AND SUPPLI | \$124.15 |
| 232051 | 03/08/13 | 06 | AREY JONES EDUCATION | 014 | NON-CAPITALIZED TECH | \$2,227.63 |
| 232052 | 03/08/13 | 06 | TRANS TRAKS | 028 | CONSULTANTS-COMPUTER | \$1,400.00 |
| 232053 | 03/08/13 | 03 | AMAZON.COM | 035 | MATERIALS AND SUPPLI | \$398.84 |
| 232054 | 03/08/13 | 21-09 | MCMAMARA PUMP & ELEC | 025 | NON-CAPITALIZED IMPR | \$2,500.00 |
| 232055 | 03/11/13 | 03 | UKRANIAN GIFT SHOP I | 004 | MATERIALS AND SUPPLI | \$343.91 |
| 232056 | 03/11/13 | 03 | SAN DIEGUITO UHSD CA | 023 | REFRESHMENTS | \$129.60 |
| 232057 | 03/11/13 | 06 | DOCUMENT TRACKING SE | 024 | COMPUTER LICENSING | \$2,495.00 |
| 232058 | 03/11/13 | 06 | DIFFERENCE MAKERS IN | 040 | MATERIALS AND SUPPLI | \$426.78 |
| 232059 | 03/11/13 | 03 | MISSION FEDERAL CRED | 005 | MATERIALS AND SUPPLI | \$103.36 |
| 232060 | 03/11/13 | 06 | DANIEL & DAVIS OPTOM | 030 | MEDIATION SETTLEMENT | \$750.00 |
| 232061 | 03/11/13 | 03 | STAPLES ADVANTAGE | 030 | MATERIALS AND SUPPLI | \$29.75 |
| 232062 | 03/11/13 | 03 | STAPLES ADVANTAGE | 003 | DUPLICATING SUPPLIES | \$611.28 |
| 232063 | 03/11/13 | 03 | NEWMIND GROUP, INC. | 035 | MATERIALS AND SUPPLI | \$11,160.00 |
| 232064 | 03/11/13 | 03 | WEST COAST TECHNOLOG | 035 | REPAIRS BY VENDORS | \$3,985.00 |
| 232065 | 03/11/13 | 03 | WEST COAST TECHNOLOG | 035 | REPAIRS BY VENDORS | \$4,601.00 |
| 730027 | 03/08/13 | 06 | VALENCIA'S | 028 | REPAIRS-VEHICLES | \$225.00 |
| 730028 | 03/07/13 | 03 | LIMPIA WATER INC | 025 | BLDG.-REPAIR MATERIA | \$760.00 |
| 830048 | 02/27/13 | 03 | A PLUS EDUCATORS LLC | 022 | CONFERENCE,WORKSHOP, | \$595.00 |
| 830049 | 03/07/13 | 13 | C S N A | 022 | CONFERENCE,WORKSHOP, | \$345.00 |
| 830051 | 03/07/13 | 03 | SAN DIEGO COUNTY OFF | 022 | CONFERENCE,WORKSHOP, | \$25.00 |
| 830052 | 03/11/13 | 03 | SAN DIEGO COUNTY OFF | 022 | CONFERENCE,WORKSHOP, | \$400.00 |
| 830053 | 03/11/13 | 03 | SAN DIEGO COUNTY OFF | 022 | CONFERENCE,WORKSHOP, | \$100.00 |
| REPORT TOTAL | | | | | | \$693,365.53 |

ITEM 15F

Individual Membership Listings
For the Period of February 26, 2013 through March 11, 2013

| <u>Staff Member Name</u> | <u>Organization Name</u> | <u>Amount</u> |
|------------------------------|--------------------------|---------------|
|------------------------------|--------------------------|---------------|

None to report

San Diego County Office of Education

PETITION FOR ISSUANCE OF NEW WARRANT IN LIEU OF VOID WARRANT
(Government Code Section 29802, Warrants
Becoming Void After September 20, 1963)

1. TO THE BOARD OF EDUCATION OF THE San Dieguito Union High School District: I, the undersigned, declare that I am the payee of original warrant number 10-046208 dated 10/31/2011, in the amount of One Hundred Seventy-Nine And 26/100 dollars (\$ 179.26) attached hereto and presented to your Board pursuant to Section 29802 of the Government Code. I hereby request that you adopt an order instructing the County Auditor to draw a new warrant in favor of me for the same amount as the original warrant.

Executed at Encinitas, CA on 3-1- 2013.

I certify under penalty of perjury that the foregoing is true and correct.

MANUK KROELLIAN
Name of Payee

Manuk Kroellian
Signature of Payee

Address of Payee

2. ORDER OF THE BOARD OF San Dieguito Union High TO DRAW WARRANT:

It is ORDERED by the Board of Education of the San Dieguito Union High School District that the County Auditor of the County of San Diego draw a new warrant in favor of the same payee and in the same amount of the above described warrant.

Secretary
~~XXXX~~ of the Board

Date _____ 20 ____ By _____ Deputy

3. DISTRICT'S REISSUE OF PAYROLL WARRANT:

On _____ 20 ____, the district issued commercial warrant number _____ to **MANUK KROELLIAN**, payee, for One Hundred Seventy-Nine And 26/100 dollars to replace void warrant number 10-046208 described above.

San Diego County Office of Education

PETITION FOR ISSUANCE OF NEW WARRANT IN LIEU OF VOID WARRANT
(Government Code Section 29802, Warrants
Becoming Void After September 20, 1963)

1. TO THE BOARD OF EDUCATION OF THE San Dieguito Union High School District: I, the undersigned, declare that I am the payee of original warrant number 10-007905 dated 6/30/2011, in the amount of Three Hundred Fifty-Eight And 53/100 dollars (\$ 358.53) attached hereto and presented to your Board pursuant to Section 29802 of the Government Code. I hereby request that you adopt an order instructing the County Auditor to draw a new warrant in favor of me for the same amount as the original warrant.

Executed at Encinitas, CA on 3-1 20 13

I certify under penalty of perjury that the foregoing is true and correct.

MANUK KROELLIAN
Name of Payee

Manuk Kroellian
Signature of Payee

Address of Payee

2. ORDER OF THE BOARD OF San Dieguito Union High TO DRAW WARRANT:

It is ORDERED by the Board of Education of the San Dieguito Union High School District that the County Auditor of the County of San Diego draw a new warrant in favor of the same payee and in the same amount of the above described warrant.

Secretary
Clerk of the Board

Date _____ 20____ By _____ Deputy

3. DISTRICT'S REISSUE OF PAYROLL WARRANT:

On _____ 20____, the district issued commercial warrant number _____ to MANUK KROELIAN, payee, for Three Hundred Fifty-Eight And 53/100 dollars to replace void warrant number 10-007905 described above.

San Diego County Office of Education

PETITION FOR ISSUANCE OF NEW WARRANT IN LIEU OF VOID WARRANT
(Government Code Section 29802, Warrants
Becoming Void After September 20, 1963)

- 1. TO THE BOARD OF EDUCATION OF THE San Dieguito Union High School District: I, the undersigned, declare that I am the payee of original warrant number 10-987548 dated 4/29/2011, in the amount of Four Hundred Forty-Eight And 16/100 dollars (\$ 448.16) attached hereto and presented to your Board pursuant to Section 29802 of the Government Code. I hereby request that you adopt an order instructing the County Auditor to draw a new warrant in favor of me for the same amount as the original warrant.

Executed at Encinitas CA on 3-1- 2013

I certify under penalty of perjury that the foregoing is true and correct.

MANUK KROELLIAN
Name of Payee


Signature of Payee

Address of Payee

- 2. ORDER OF THE BOARD OF San Dieguito Union High TO DRAW WARRANT:

It is ORDERED by the Board of Education of the San Dieguito Union High School District that the County Auditor of the County of San Diego draw a new warrant in favor of the same payee and in the same amount of the above described warrant.

Secretary
~~XXXX~~ of the Board

Date _____ 20____ By _____ Deputy

- 3. DISTRICT'S REISSUE OF PAYROLL WARRANT:

On _____ 20____, the district issued commercial warrant number _____ to MANUK KROELLIAN, payee, for Four Hundred Forty-Eight And 16/100 dollars to replace void warrant number 10-987548 described above.

San Diego County Office of Education

PETITION FOR ISSUANCE OF NEW WARRANT IN LIEU OF VOID WARRANT
(Government Code Section 29802, Warrants
Becoming Void After September 20, 1963)

1. TO THE BOARD OF EDUCATION OF THE San Dieguito Union High School District: I, the undersigned, declare that I am the payee of original warrant number 10-056894 dated 11/30/2011, in the amount of Eighty-Nine And 63/100 dollars (\$ 89.63) attached hereto and presented to your Board pursuant to Section 29802 of the Government Code. I hereby request that you adopt an order instructing the County Auditor to draw a new warrant in favor of me for the same amount as the original warrant.

Executed at Encinitas, CA on 3-1- 20 13.

I certify under penalty of perjury that the foregoing is true and correct.

MANUK KROELLIAN
Name of Payee


Signature of Payee

Address of Payee

2. ORDER OF THE BOARD OF San Dieguito Union High TO DRAW WARRANT:

It is ORDERED by the Board of Education of the San Dieguito Union High School District that the County Auditor of the County of San Diego draw a new warrant in favor of the same payee and in the same amount of the above described warrant.

Secretary
~~CLXX~~ of the Board

Date _____ 20____ By _____ Deputy

3. DISTRICT'S REISSUE OF PAYROLL WARRANT:

On _____ 20____, the district issued commercial warrant number _____ to MANUK KROELLIAN, payee, for Eighty-Nine And 63/100 dollars to replace void warrant number 10-056894 described above.

San Diego County Office of Education

PETITION FOR ISSUANCE OF NEW WARRANT IN LIEU OF VOID WARRANT
(Government Code Section 29802, Warrants
Becoming Void After September 20, 1963)

1. TO THE BOARD OF EDUCATION OF THE San Dieguito Union High School District: I, the undersigned, declare that I am the payee of original warrant number 10-117901 dated 5/31/2012, in the amount of One Hundred Seventy-Two And 05/100 dollars (\$ 172.05) attached hereto and presented to your Board pursuant to Section 29802 of the Government Code. I hereby request that you adopt an order instructing the County Auditor to draw a new warrant in favor of me for the same amount as the original warrant.

Executed at Encinitas CA on March 4th 2013.

I certify under penalty of perjury that the foregoing is true and correct.

COURTNEY DAWN SCHAFFER
Name of Payee

Courtney Schaffer
Signature of Payee

1871 Avenida Josefa, Encinitas, CA 92024
Address of Payee

2. ORDER OF THE BOARD OF San Dieguito Union High TO DRAW WARRANT:

It is ORDERED by the Board of Education of the San Dieguito Union High School District that the County Auditor of the County of San Diego draw a new warrant in favor of the same payee and in the same amount of the above described warrant.

Secretary
~~XXXX~~ of the Board

Date _____ 20____ By _____ Deputy

3. DISTRICT'S REISSUE OF PAYROLL WARRANT:

On _____ 20____, the district issued commercial warrant number _____ to COURTNEY DAWN SCHAFFER, payee, for One Hundred Seventy-Two And 05/100 dollars to replace void warrant number 10-117901 described above.

San Diego County Office of Education

PETITION FOR ISSUANCE OF NEW WARRANT IN LIEU OF VOID WARRANT
(Government Code Section 29802, Warrants
Becoming Void After September 20, 1963)

- 1. TO THE BOARD OF EDUCATION OF THE San Dieguito Union High School District: I, the undersigned, declare that I am the payee of original warrant number 10-127489 dated 6/29/2012, in the amount of Two Thousand Four Hundred Sixty-Seven And 20/100 dollars (\$2,467.20) attached hereto and presented to your Board pursuant to Section 29802 of the Government Code. I hereby request that you adopt an order instructing the County Auditor to draw a new warrant in favor of me for the same amount as the original warrant.

Executed at Encinitas, CA on March 7th 2013.

I certify under penalty of perjury that the foregoing is true and correct.

JESSE MATTHEW RIDGWAY

Name of Payee



Signature of Payee

4459 Summit Dr. La Mesa, CA 91941
Address of Payee

- 2. ORDER OF THE BOARD OF San Dieguito Union High TO DRAW WARRANT:

It is ORDERED by the Board of Education of the San Dieguito Union High School District that the County Auditor of the County of San Diego draw a new warrant in favor of the same payee and in the same amount of the above described warrant.

Secretary
~~XXXX~~ of the Board

Date _____ 20____ By _____ Deputy

- 3. DISTRICT'S REISSUE OF PAYROLL WARRANT:

On _____ 20____, the district issued commercial warrant number _____ to JESSE MATTHEW RIDGWAY, payee, for Two Thousand Four Hundred Sixty-Seven And 20/100 dollars to replace void warrant number 10-127489 described above.

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 8, 2013

BOARD MEETING DATE: March 21, 2013

PREPARED BY: John Addleman, Director of Planning and
Financial Management
Eric R. Dill, Assoc. Supt. of Business Services

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: **COMMUNITY FACILITIES DISTRICT 94-2
ANNEXATION NO. 3 / ADOPTION OF
RESOLUTION OF ANNEXATION / LA COSTA
TOWN SQUARE / A 63 UNIT FAMILY
SUBDIVISION/DEVELOPMENT / SOLUTIONS
2LAC, LLC**

EXECUTIVE SUMMARY

At the February 7, 2013 Board meeting, the Board adopted a "Resolution of Intention to Annex Territory to the San Dieguito Union High School District Community Facilities District No. 94-2, Authorizing the Levy of a Special Tax and Calling an Election" in order to annex the 2LAC, LLC property, La Costa Town Square, into Community Facilities District 94-2 and to call a special election for April 23, 2013. The 2LAC, LLC property is located in the Diegueño MS/La Costa Canyon HS attendance area. At this Board meeting, it is necessary to hold a public hearing allowing comments from the public regarding the annexation, and adopt the attached Resolution which determines that the prior proceedings were valid, that protests were not filed, fewer than twelve registered voters are registered to vote and request the Election be conducted by the Election Official.

RECOMMENDATION:

It is recommended that the Board a) Hold a Public Hearing, allowing comments from the public on the Board's intention to annex the property into Community Facilities District No. 94-2, and,

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- b) Adopt the attached Resolution of the Board of Trustees of the San Dieguito Union High School District Acting as the Legislative Body of the San Dieguito Union High School District Community Facilities District No. 94-2.

FUNDING SOURCE:

Mello Roos Funds subject to reimbursement by the developer.

Enclosures: Resolution of Annexation, Schedule, and Map of Boundaries

ITEM 16

**RESOLUTION OF ANNEXATION OF THE BOARD OF TRUSTEES OF
THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
ACTING AS THE LEGISLATIVE BODY OF THE
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 94-2**

WHEREAS, the Board of Trustees (the “Board”) of San Dieguito Union High School District Community Facilities District No. 94-2 (the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, consisting of Sections 53311, et seq., of the California Government Code (the “Act”); and

WHEREAS, the Board, acting as the legislative body of the District, adopted a Resolution of Intention to Annex Territory to the San Dieguito Union High School District Community Facilities District No. 94-2, Authorizing the Levy of a Special Tax and Calling an Election stating its intention to annex certain territory into the District (the “Annexed Territory No. 3”) and calling a special election for April 23, 2013 (the “Election”); and

WHEREAS, the Board held a public hearing as required by law relative to the annexation of the proposed territory into the District on March 21, 2013 (the “Hearing”); and

WHEREAS, at the Hearing all persons desiring to be heard on all matters pertaining to the annexation of the proposed territory into the District, the levy of the special tax, the proposed bond issue and the types of facilities to be financed by the District were heard and a full and fair hearing was held; and

WHEREAS, at the Hearing evidence was presented to the Board on the matters before it.

NOW THEREFORE, THE BOARD OF TRUSTEES OF THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The Board finds and determines that all prior proceedings in connection with the annexation of the Annexed Territory No. 3 into the District were valid and in conformity with the Act. This determination shall be final and conclusive upon all persons.

Section 2. Written protests against the proposed annexation of the Annexed Territory No. 3 into the District have not been filed by either (i) 50 percent or more of the registered voters, or six registered voters, whichever is more, residing within the territory of the District or within the Annexed Territory No. 3, or (ii) the owners of one-half or more of the land within the District or within the Annexed Territory No. 3.

ITEM 16

Section 3. The Board hereby finds and determines that there are fewer than twelve registered voters registered to vote within the territory of the Annexed Territory No. 3.

Section 4. The Election Official conducting the Election (the “Election Official”) is hereby requested to continue to take any and all steps necessary for the holding of the Election consistent with the Resolution of Intention.

Section 5. The Secretary of the Board is hereby directed to transmit a copy of this Resolution to the Election Official no later than three days from the date thereof.

Section 6. The members of the Board and their authorized representatives are, and each of them acting alone is, hereby authorized to execute any and all documents and agreements and do perform any and all acts and things, from time to time, consistent with this Resolution and necessary or appropriate to carry the same into effect and to carry out its purposes.

ADOPTED, SIGNED AND APPROVED, this 21st day of March, 2013.

BOARD OF TRUSTEES OF THE
SAN DIEGUITO UNION HIGH
SCHOOL DISTRICT ACTING AS
THE LEGISLATIVE BODY OF
COMMUNITY FACILITIES
DISTRICT NO. 94-2.

By: _____
Title: President

ATTEST:

By: _____
Title: Recording Secretary

ITEM 16

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

I, Barbara Groth, President of the Board of Trustees of the San Dieguito Union High School District (the "Board") do hereby certify that the foregoing Resolution was duly adopted by the Board of said San Dieguito Union High School District at a meeting of said Board held on the 21st day of March, 2013, and that it was so adopted by the following vote:

AYES: MEMBERS: _____

NOES: MEMBERS: _____

ABSTAIN: MEMBERS: _____

ABSENT: MEMBERS: _____

President of the Board of Trustees

**COMMUNITY FACILITIES DISTRICT NO. 94-2
ANNEXATION NO. 3
La Costa Town Center**

ANNEXATION SCHEDULE

February 7, 2013 Board Meeting

Adopt Resolution of Intention

February 14, 2013

Deadline to record map

March 14, 2013*

Deadline to Publish Notice of Public Hearing

March 21, 2013 Board Meeting*

Public Hearing

Adopt Resolution of Annexation

April 23, 2013*

Special Election

May 2, 2013 Board Meeting*

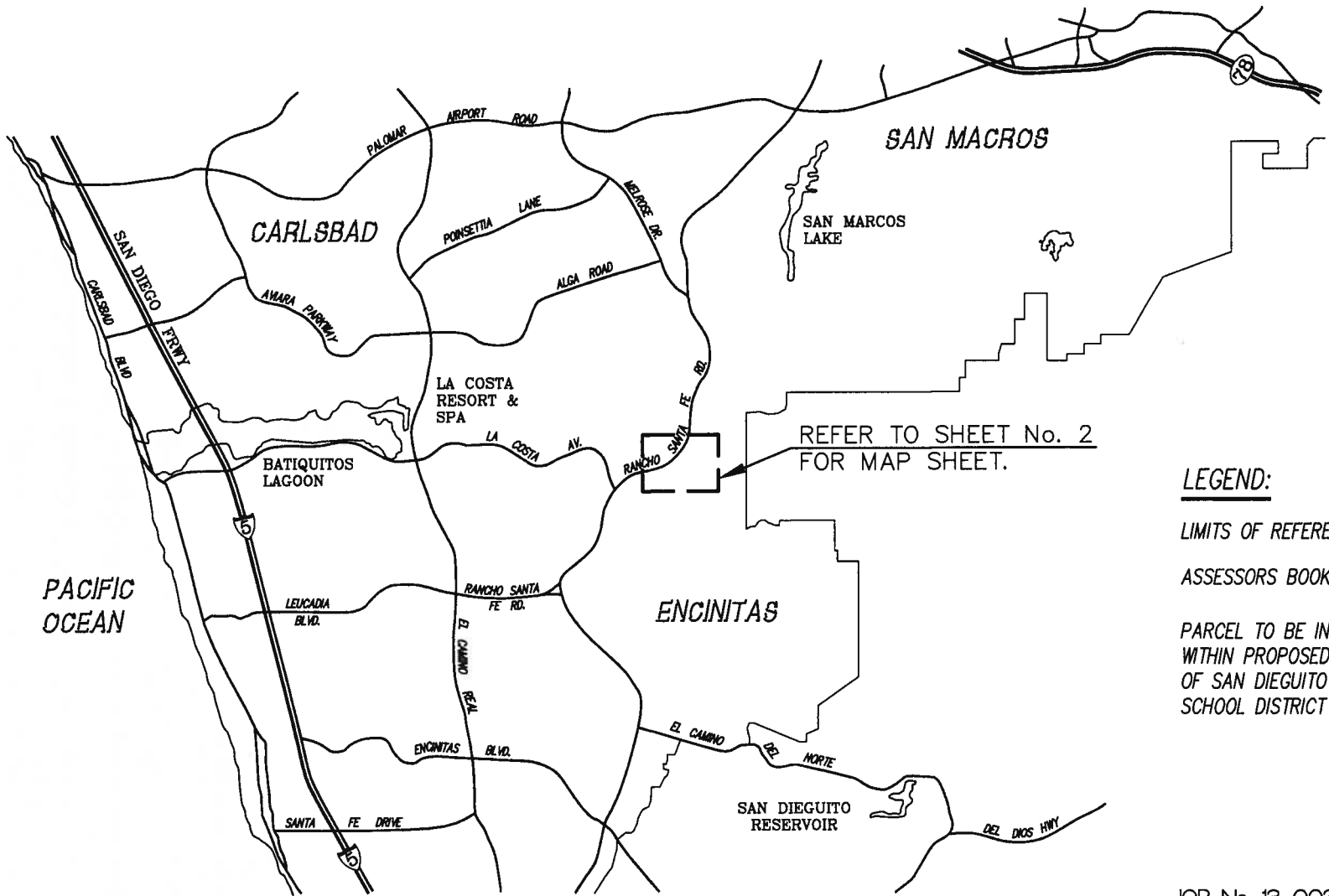
Certify Election Results

May 8, 2013

Deadline to record Notice of Special Tax Lien

*Dates specifically identified in the Resolution of Intention that would take additional Board action to change/amend.

AMENDED
MAP OF BOUNDARIES OF COMMUNITY FACILITIES
DISTRICT No. 94-2 ANNEXATION No. 3
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
COUNTY OF SAN DIEGO, STATE OF CALIFORNIA

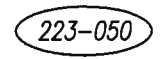


LEGEND:

LIMITS OF REFERENCE PARCELS



ASSESSORS BOOK - PAGE



PARCEL TO BE INCLUDED
WITHIN PROPOSED BOUNDARIES
OF SAN DIEGUITO UNION HIGH
SCHOOL DISTRICT ANNEXATION No. 3



JOB No. 13-003

1/28/13

SOWARDS & BROWN ENGINEERING

CONSULTING ENGINEERS
2187 NEWCASTLE AVENUE SUITE 103
CARDIFF BY THE SEA, CA., 92007

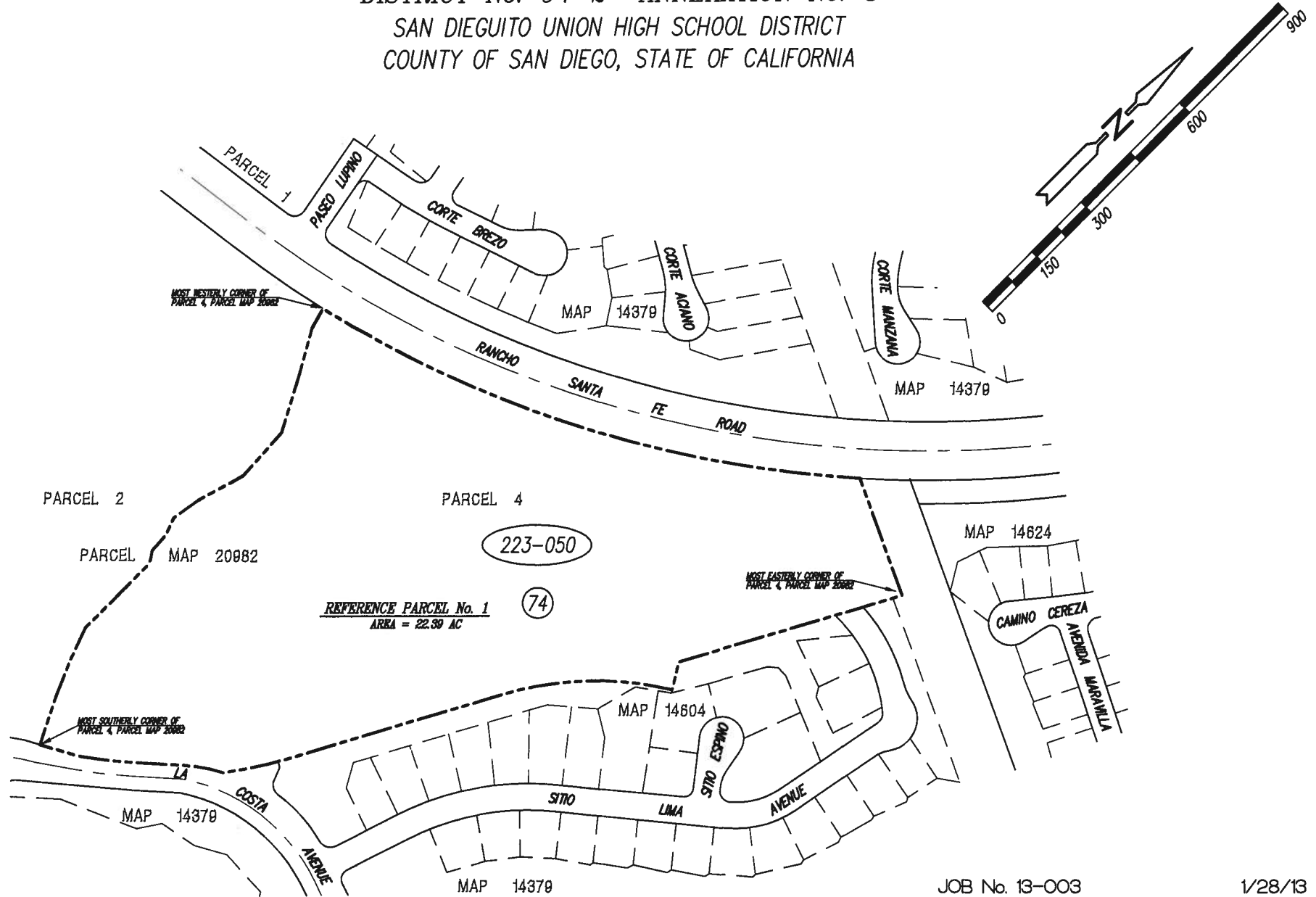
TEL. 760/436-8500

FAX 760/436-8603

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AMENDED
MAP OF BOUNDARIES OF COMMUNITY FACILITIES
DISTRICT No. 94-2 ANNEXATION No. 3
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
COUNTY OF SAN DIEGO, STATE OF CALIFORNIA

SHEET 2 OF 2 SHEETS
ITEM 16



REFERENCE PARCEL No. 1
AREA = 22.39 AC

74

223-050

JOB No. 13-003 1/28/13
SOWARDS & BROWN ENGINEERING
 CONSULTING ENGINEERS
 2187 NEWCASTLE AVENUE SUITE 103
 CARDIFF BY THE SEA, CA., 92007
 TEL. 760/438-8600 FAX 760/438-8603

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San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 12, 2013

BOARD MEETING DATE: March 21, 2013

PREPARED BY: Eric R. Dill
Associate Superintendent, Business

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: APPROVAL OF PROPOSED NEW BOARD
POLICY #7215, "*INDEPENDENT CITIZENS'*
OVERSIGHT COMMITTEE BYLAWS"

EXECUTIVE SUMMARY

The Board of Trustees recently appointed a 9-member Independent Citizens' Oversight Committee to fulfill the oversight requirements of Proposition AA which are required by Proposition 39. To ensure that the committee understands its function, conducts effective meetings, and meets the Board's expectations in reporting to the public, staff has worked with legal counsel to draft a set of bylaws which will govern the committee. This is a standard practice for districts who have established such committees.

Staff recommends adopting bylaws prior to the committee's first meeting which is anticipated in April. The first meeting will consist of an orientation to include familiarization with the committee's bylaws as adopted by the Board, along with a history of the master planning process and a review of proposed projects and financing.

The proposed bylaws were presented to the Board for first read at the March 7, 2013 Board meeting and are being resubmitted for Board action at this meeting.

RECOMMENDATION:

It is recommended that the Board approve the proposed new Board Policy #7215, "*Independent Citizens' Oversight Committee Bylaws*", as shown in the attached supplement.

NEW CONSTRUCTION

7215

INDEPENDENT CITIZENS' OVERSIGHT COMMITTEE BYLAWS

Proposition AA was approved by at least 55% of the voters of the San Dieguito Union High School District pursuant to the provisions of the Strict Accountability in Local School Construction Bonds Act of 2000, codified at Sections 15264 and following of the Education Code. The Act requires the Board of Trustees (the "Board") to appoint a Citizens' Oversight Committee (the "Committee") after the successful bond election.

Legal authority for formation and duties of the Committee is found in Sections 15264 and 15278 to 15282 of the Education Code. The purpose of this Board Policy is to direct the formation and actions of the Committee by reference to the statutory requirements. Where the statutory direction is insufficiently specific, the Board has furnished its interpretation and guidance. In addition, the Board sets forth below its expectations, suggestions, and desires for the operations of the Committee.

ESTABLISHMENT

The Board is required to appoint members to an independent citizens' oversight committee as a result of the passage of Proposition AA at the election conducted on November 6, 2012.

PURPOSE

Statutory Purposes The Committee is charged by statute with the following purposes:

1. To promptly alert the public to any waste or improper expenditure of school construction bond money.
2. To inform the public concerning the expenditure of bond revenues.
3. Ensuring that bond revenues are expended only for the purposes described in the Constitution; that is, for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities.
4. Ensuring that no funds are used for any teacher or administrative salaries or other school operating expenses.

Role of Committee vis-à-vis Board

1. As the legally elected representative of the voters, the Board, on the advice of the Superintendent, must make all decisions relating to how bond funds are spent, how bond projects are configured, the cost, priority and timeline for completion of the various bond projects, and all other matters necessary in connection with the District's building program. The Board values the Committee's input on these matters as an advisory body.
2. The Committee will need to refer to the text of Proposition AA and the Bond Project List contained therein, but the Committee's interpretations of Proposition AA are not binding on the Board.

NEW CONSTRUCTION

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Limitations on Activities. To ensure that the Committee is independent from the very decisions and activities upon which it will be monitoring and reporting, the Board hereby sets forth the following limitations on the actions and activities of the Oversight Committee (although the Oversight Committee may review documents relating to such activities):

1. The Committee has no authority to participate in the District's Bond issuance process or Bond sale, or to make decisions regarding the terms, timing or structure of the Bond issuance;
2. The Committee does not have the authority, once the Bonds are issued and sold, to determine how the Bond funds shall be expended;
3. The Committee members do not have the authority to solicit, select or participate in the negotiation or bid process for contractors or consultants for Bond financed projects (however, Oversight Committee members may be invited to witness bid openings, Board approval of contracts or similar actions for Bond financed projects);
4. The Committee members do not have the authority to control, comment upon and have no power of approval over or upon design, architectural or engineering considerations or matters relating to facilities funded or constructed with bond proceeds;
5. The Committee, and its members, may enter upon, tour, and inspect, District job sites, project boundaries and construction projects only with the express permission of the District's Superintendent (for reasons which include, but are not limited to, campus security, public safety, interference with contractors and liability matters) (the foregoing limitation does not prevent or preclude Oversight Committee members from viewing District construction works or projects from an off-campus or public access location); and
6. The Oversight Committee, and its members, may not contact District consultants or contractors without the prior permission of the Superintendent.

MEMBERS

Minimum Size The Committee shall always be comprised of at least 7 members.

Required Members Pursuant to statute, the Board shall appoint to the Committee the following members:

1. One member active in a business organization representing the business community located within the District.
2. One member active in a senior citizens' organization.
3. One member active in a bona fide taxpayers' organization.
4. One member who is the parent or guardian of a child enrolled in the District.
5. One member who is the parent or guardian of a child enrolled in the District and who is active in a parent-teacher organization, such as the PTA or school site council.
6. Two other members, selected from the public at large.

NEW CONSTRUCTION

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Board Procedures for Appointment of Committee

1. Appointment
 - a. Persons interested in serving as members of the Committee shall submit a written application to the Superintendent, specifying such information as the Superintendent shall reasonably require. Such information shall include, at a minimum:
 - i. the specific position or positions listed in Section III.B, above, for which the applicant qualifies
 - ii. such information as may be necessary to verify that the applicant meets that qualification requirement.
 - b. The Board shall determine from among the qualifying applications the persons to appoint to the committee, specifying how the requirements of Section III.B are met, or as many of those requirements as possible given the applications submitted.
 - c. Applicants shall be approved or rejected by a majority vote of the Board. If rejected, the Board shall direct the Superintendent to seek additional qualified applicants, including a new application procedure if appropriate.
2. Failure to Appoint
 - a. The Board will make a good faith effort to appoint the Committee and fill vacancies to ensure that the Committee is fully constituted and functioning. No vacancy, at initial appointment or otherwise, will prevent the Committee from meeting and conducting its business.
 - b. In the event that the Superintendent does not receive acceptable applications from the public to fill all of the positions specified in Section III.A, above, or if at any time there is a vacant position on the Committee, the Superintendent shall cause a notice of the vacancy to be posted in a conspicuous public place (e.g., where regular public notices of the Board are posted), specifying the eligibility requirement for the vacant position and that a written application must be submitted to the Superintendent, and such notice shall remain posted until the vacancy is filled. The Superintendent, in her discretion, may advertise the vacant position in a newspaper reasonably expected to be circulated among interested persons, and may contact organizations to request nomination of interested persons to fill the positions that require active membership in such organization.
3. The Board may determine to appoint members of the Committee from time to time, in addition to the seven positions specified in Section III.A, above, and without regard to the membership requirements so specified.

Additional Eligibility Restrictions The following persons are not eligible to serve on the Committee:

1. Any employee of the District.
2. Any official of the District.

For purposes of this limitation, the Board finds that any elected or appointed member of the Board is an "official of the district" within the meaning of Section 15282(b). The Board finds that no member of any other citizen committee of the District appointed by the Board to serve without pay is an "official of the district" within the meaning of Section 15282(b).
3. Any vendor, contractor or consultant of the District.

The Board finds that no person is a vendor, contractor or consultant of the District prohibited from serving on the Committee within the meaning of Section 15282(b) unless such person, or

NEW CONSTRUCTION**7215**

any company of which such person is an owner or part owner, agrees or has agreed to perform services or furnish goods or supplies to the District under any agreement or contract that has not been fully performed. Prior contractual relationships with the District do not disqualify a person from serving on the Committee.

Term

1. Each of the members specified by statute is appointed for a term of two years.
2. No member shall be appointed to more than two consecutive two-year terms.
The Board hereby further establishes the following provisions on the terms of members:
3. Any additional members appointed pursuant to the Board's reserved prerogative under the Board Procedures for Appointment of Committee section, above, may be appointed to a term of less than two years, as the Board shall specify, but shall not be appointed to a term any longer than two years.
4. Any additional members appointed pursuant to the Board's reserved prerogative under the Board Procedures for Appointment of Committee section, shall serve no more than two consecutive terms.
5. Any member appointed to meet any of the criteria of categories 1 – 5 described in the Required Members section, above, shall serve only so long as such member continues to fulfill the requirement of the position to which appointed.
6. Notwithstanding the two-year term required by statute, the term of any member shall terminate upon:
 - a. death of the member
 - b. written resignation of the member
 - c. disability or illness of the member, upon a finding by the Board that the member is unable to effectively continue to serve on the Committee
 - d. the sale or provision of any goods or services to the District, or entry into any contract with the District for such sale or provision, whether or not related to the bond program, such that the member becomes a "vendor, contractor, or consultant" within the meaning of the Additional Eligibility Restrictions section, above
 - e. the employment, appointment or election of such member to a position with the District, such that the member becomes an "employee of the District" or an "official of the District" within the meaning of the Additional Eligibility Restrictions section 1 or 2, respectively
 - f. failure of the member to participate in the meetings and activities of the Committee, upon a finding by the Board that the member is unable or unlikely to effectively continue to serve on the Committee.
7. The Board requests that Committee members keep the Board informed regarding the status of other members, so that the Board can take appropriate action to replace or reappoint Committee members in a timely manner.
8. The term of any member appointed to succeed a member whose term has been terminated pursuant to the Term section, shall be two years, or such lesser time as remains in the term of the departing member, as the Board shall determine.
9. In order to provide for consistency and continuity in the Committee's operations and deliberations, and to establish a Committee whose entire membership does not turn over every two years, the Board may request the resignation of one or more, but fewer than all, members

NEW CONSTRUCTION

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after one year, in order to reappoint such member, or any other person meeting the requirements for the seat that has been vacated by such resignation, to a two-year term.

Compensation Members serve without compensation.

AUTHORIZED ACTIVITIES

In furtherance of its purposes, the Committee is authorized by statute to engage in the following activities:

1. Receiving and reviewing copies of the annual, independent performance audit required by the Constitution, which shall be submitted to the Committee by March 31 of each year.
2. Receiving and reviewing copies of the annual, independent financial audit required by the Constitution, which shall be submitted to the Committee by March 31 of each year.
3. Inspecting school facilities and grounds to ensure that bond revenues are expended in compliance with the requirements of paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.
4. Receiving and reviewing copies of any deferred maintenance proposals or plans developed by the District, including any reports required to be given to the Legislature by Section 17584.1 regarding a failure to set aside 1/2 of 1% of current year revenues for deferred maintenance expenditures.
5. Reviewing efforts by the District to maximize bond revenues by implementing cost-saving measures, including, but not limited to, all of the following:
 - a. Mechanisms designed to reduce the costs of professional fees.
 - b. Mechanisms designed to reduce the costs of site preparation.
 - c. Recommendations regarding the joint use of core facilities.
 - d. Mechanisms designed to reduce costs by incorporating efficiencies in school site design.
 - e. Recommendations regarding the use of cost-effective and efficient reusable facility plans.

MEETINGS

Initial Organization / Officers In order that the Committee serve effectively and fulfill the purposes for which it is established, the Board recommends to the Committee that the Committee shall organize and conduct meetings as follows:

1. Initial Meeting. At the initial meeting of the Committee, the Superintendent or a person designated by the Superintendent should open the meeting and facilitate the selection by the Committee members of a presiding officer. Thereafter, selection of a presiding officer and any other officers of the Committee should be by whatever means the Committee determines.
2. President. The Committee should designate a member as presiding officer or president to preside over meetings of the Committee.
3. Representative. The Committee should designate a member or members to represent the Committee at public meetings of the Board and make reports thereto on a regular basis as the Committee shall determine or as the Board may request.

NEW CONSTRUCTION

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4. Secretary. The Committee should designate a member as secretary to keep accurate minutes of the Committee's meetings and actions, in order to fulfill the legal requirement that such minutes and documents and reports be entered into the public record.

Reports / Meetings

1. Reports. The Committee shall issue regular reports on the results of its activities. A report shall be issued at least once a year.
2. Annual Meeting of the Committee. The Committee is required to conduct at least one annual meeting, the purpose of which is to receive the reports and documents required to be provided to the Committee by the Board, and to approve a report of the Committee.
3. Other Meetings of the Committee. The Board recommends that the Committee meet as often as necessary, at least quarterly, in order to effectively perform its duties.
4. The Board will reserve a place on the regular Board agenda for address by a representative of the Committee. The Committee is not expected or required to make a report at each regular Board meeting.

Notice of Meetings / Minutes

1. The Committee's meetings are governed by the Ralph M. Brown Act, commencing at Section 54950 of the Government Code.
 - a. All Committee proceedings shall be open to the public.
 - b. Notice to the public of any meeting of the Committee shall be provided in the same manner as the proceedings of the Board.
2. Minutes of the proceedings of the Committee and all documents received and reports issued by the Committee are a matter of public record.
3. The District shall maintain and make available to the Committee an Internet website for publication of proceedings of the Committee.
4. All documents received and reports issued by the Committee shall be made available to the public on the website.
 - a. In order to publicize and make available the Committee's proceedings, the Committee Secretary shall provide to the Superintendent any documents received by, and reports issued by, the Committee, in whatever form received or issued, and minutes of the meetings of the Committee or any subcommittees created by the Committee.
 - b. District staff are directed by the Board to assist the Committee in publicizing its meetings, in complying with the requirements of the Brown Act, and in posting documents and reports on the website maintained by the District for the Committee. District staff will assist the Committee in these and the other activities of the Committee as provided in the Technical Assistance section, below.

Technical Assistance

1. The Board is required to provide the Committee with any necessary technical assistance and shall provide administrative assistance to the Committee in furtherance of its purpose.
2. The Board is required to provide sufficient resources to publicize the conclusions of the Committee.

NEW CONSTRUCTION

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3. No bond funds shall be expended on any activities or technical assistance provided to the Committee.
 - a. The Board will not treat this prohibition against expending bond funds to provide technical assistance to the Committee to include the preparation and photocopying for the members of the Committee copies of the annual independent performance audit and the annual independent financial audit of the bond program required by the Constitution.
4. In order to allow the Committee its independence, the Board does not expect to send a staff representative to each meeting of the Committee. At the Committee's request, the Board will endeavor to provide the materials, meeting space, and staff consultation as the Committee shall require, specifically taking into account whether the request involves a reasonable expenditure of District general funds. The Board does not expect to purchase specialized software or hardware, commit additional staff time, or engage consultants to develop information for, prepare reports for, or attend meetings of, the Committee beyond what is required by statute and what is prepared for the Board.

LEGAL REFERENCE

EDUCATION CODE

15264 Local School Construction Bonds Act of 2000, General Provisions
15278 - 15282 Citizens' Oversight Committee

GOVERNMENT CODE

54950 Meetings, Ralph M. Brown Act

CALIFORNIA CONSTITUTION

Article XIII A, Section 1(b)(3) Tax Limitation
Article XIII A, Section 1(b)(3)(A) Tax Limitation

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 8, 2013

BOARD MEETING DATE: March 21, 2013

PREPARED BY: John Addleman, Director of Planning Services
Eric R. Dill, Assoc. Supt./Business Services

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: ADOPTION OF RESOLUTION / ENERGY SERVICES CONTRACT

EXECUTIVE SUMMARY

Government Code section 4217.10 to 4217.18 authorizes school districts to enter into an energy services contract for implementation of energy related improvements.

At the April 16, 2009 Facilities Board Workshop, staff recommended having an energy efficiency assessment separate from the solar assessment to provide a better baseline in evaluating the electrical utility needs of the district as it related to the development of the Long Range Facilities Plan. In May, 2009, the District received responses to its Request for Qualifications B2009-17; Energy Conservation and Environmental Services, and at the June 18, 2009 board meeting, accepted the recommendation to select Siemens Industry, Inc. for district wide energy conservation and environmental services and to begin contract negotiations. As part of the negotiations, Siemens conducted a comprehensive energy and environmental improvement audit to supplement the findings of the Long Range Facilities Task Force. In March, 2010, the long range planning was paused then restarted in February, 2011, with the master planning of each school site by community members and instructional staff, based upon the findings of the task force and their ideals of 21st century learning facilities. Siemens has since reconciled the findings of the original audit to the school site master plans as depicted in Exhibit "D". The Facility Improvement Measures (FIMS) were reduced to FIMS 4-6 with additional recommendations to include the replacement of in-kind old HVAC units with more efficient units, the replacement of old heat only units to full energy efficient A/C units, and to connect site components to the District's energy management system. FIMS, such as indoor/outdoor lighting

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improvements and water conservation upgrades, that were originally identified, but not included in the revised audit will be implemented as part of a future larger, more complete, modernization scope at each campus.

RECOMMENDATION:

- It is recommended that the Board:
- a) Hold a Public Hearing, allowing comments from the public on the Board's intention to enter into an energy services contract, and
 - b) Adopt the attached resolution to enter into an energy services contract with Siemens Industry, Inc. to identify and implement District wide capital improvements that will increase energy efficiencies and reduce related costs and environmental impacts and authorize Christina M. Bennett or Eric R. Dill to execute all necessary documents.

FUNDING:

Capital Facilities Fund 25-18, Capital Facilities Fund 25-19, Other Building Fund 21-09, Mello-Roos, and Prop AA Bond Funds

**NOTICE OF PUBLIC HEARING
OF THE
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT'S
CONSIDERATION OF
AN ENERGY SERVICES CONTRACT**

March 8, 2013

NOTICE IS HEREBY GIVEN of the intention of the District Board to consider entering into an energy services contract in the form of a master facilities improvement measures contract pursuant to the terms of Government Code section 4217.12.

“Adopt certain findings and approve energy service contract for energy related improvements to district facilities with Siemens Industry, Inc.”

District Board shall hold a public hearing on **Thursday, March 21, 2013 (Regular Board Meeting)** for the purpose of taking public comment and making certain findings, and approving an Energy Service Contract with Siemens Industry, Inc., in accordance with California Government Code Section 4217.10 to 4217.18. The District Board shall adopt findings that provide, and the Energy Service Contract shall require, that the cost to District to implement the energy related improvements per this contract will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in absent of purchasing the energy improvements.

**Regular Board Meeting, begins at 6:30 pm and will be held at:
San Dieguito Union High School District, Boardroom
710 Encinitas Blvd., Encinitas, CA 92024**

Posted: March 8, 2013

ITEM 18

**RESOLUTION OF THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT BOARD
OF TRUSTEES AUTHORIZING AN ENERGY SERVICES CONTRACT WITH
SIEMENS INDUSTRY, INC.**

WHEREAS, Government Code sections 4217.10 to 4217.18 authorize public agencies, including school districts to enter into energy services contracts for the implementation of energy related improvements if the district board finds that it is in the best interests of the district to enter into such energy services contract, and that the anticipated cost to the district for thermal or electrical energy or conservation services provided by the energy conservation facility under the contract will be less than the anticipated marginal cost to the district of thermal, electrical, or other energy that would have been consumed by the district in the absence of those purchases, and

WHEREAS, the cost to the San Dieguito Union High School District for the energy services contract by and between the District and Siemens Industry, Inc. for the implementation of certain energy measures for thermal or electrical energy or conservation services will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in the absence of the implementation of the improvements under the energy services contract.

NOW THEREFORE, THE BOARD OF TRUSTEES OF THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT RESOLVES AS FOLLOWS:

1. The Board finds that it is in the best interests of the San Dieguito Union High School District to enter into an energy services contract with Siemens Industry, Inc. for the implementation of certain energy related improvements to District facilities.
2. The Board finds that the anticipated cost to the District for thermal or electrical energy or conservation services provided by the energy conservation facility under the contract will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in the absence of those purchases.
3. The Board hereby approves, and authorizes the execution on behalf of the District, the energy services contract by and between the San Dieguito Union High School District and Siemens Industry, Inc. for the implementation of certain energy related improvements to District facilities in accordance with these findings and Government Code sections 4217.10 to 4217.18.

PASSED AND ADOPTED by the Governing Board of the San Dieguito Union High School District of San Diego County, California, this ___ day of March, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ITEM 18

**MASTER CONTRACT FOR ENERGY CONSERVATION AND ENVIRONMENTAL SERVICES
BETWEEN SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
AND SIEMENS INDUSTRY, INC. (CONTRACT #B2009-17)**

This Master Contract (“Contract”) is made and entered into as of March 21, 2013 by and between **SAN DIEGUITO UNION HIGH SCHOOL DISTRICT** (hereinafter referred to as the “District”), a public school district organized and operating under California law, and **the Building Technologies Division of SIEMENS INDUSTRY, INC.**, incorporated in **DELAWARE** and operating in California as a corporation (hereinafter referred to as “Contractor”).

RECITALS

- A. The District seeks to identify and implement capital improvements to increase energy efficiencies and reduce related costs and environmental impact in its facilities. The capital improvements and services will achieve significant long-term cost savings that directly result from energy efficiency, improved operational efficiency, improved indoor environmental quality, and environmental stewardship.
- B. A comprehensive energy analysis of the District’s facilities shall be conducted to determine what potential energy savings are available. The analysis will identify various Facility Improvement Measures (FIMs) including, but not limited to: lighting retrofits, HVAC equipment upgrades, Energy Management System (EMS) enhancements, power management, and water conservation opportunities. Each FIM shall outline existing conditions, proposed solutions, expected benefits, implementation costs, estimated energy savings, potential utility incentives and payback analysis.
- C. After undertaking a competitive Request for Qualifications process, the District has determined that Contractor is most qualified to provide the required energy conservation and environmental services (“Services” or “Work”) for the Project (as defined below) at the best value to the District.
- D. Contractor is an experienced provider of Services and is duly licensed and has all the necessary qualifications under California law to provide the services required for the Project.
- E. Preliminary energy and environmental improvement audits have been provided for all schools (“Facilities” or “Premises”) within the District and these reports shall form the basis of work to be implemented as part of a capital improvements project (“Project”). Exhibit D provides a District-wide, all schools executive summary table of FIM Budgetary Costs extracted from each individual school’s site audit reports. Additional energy conservation opportunities, due to technological advancements since the audits were performed, will be taken into consideration by the District and may be added to the Project. The Project will be conducted in phases, as identified by the District, and in accordance with the District’s Facilities Master Plan.

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- F. It is understood that the District, prior to or during the installation of any FIMs, may have associated work performed under separate District contract(s) that supports the Project. The District will coordinate this work with the Work to be performed by Contractor.

Since a Project schedule has not been identified, the District recognizes that the cost as stated in the audits may be higher than stated. For each phase, Contractor will perform the Work for an agreed cost, taking into consideration the adjusted value due to inflation. Future phases will be addressed via amendment to this Contract.

- G. The parties desire by this Contract to establish the terms for District to retain Contractor to provide the Project Services.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services. Contractor shall provide the District with the Services generally described in Exhibit A, "Scope of Services" and specifically described in amendments issued for each phase pursuant to this Contract.
2. Total Project Cost / Contractor Compensation.
 - a. Total Project Cost. The total cost for the Project will not exceed **\$15,405,081** (fifteen million, four hundred five thousand, eight-one dollars and no cents) (the "Total Project Cost"). Refer to attached Exhibit D which provides an updated District-wide, all schools executive summary table of FIM Budgetary Costs extracted from each individual school site original audit reports. Each phase will be addressed via an amendment to this Contract. The total cost of each phase ("Total Phase Cost") shall include: phase design development, DSA fees, equipment procurement, project management, equipment installation, electrical services for installed equipment, energy management system, commissioning, and any fees related to required inspection services, such as plan check fees, although the District shall be responsible for retaining and compensating the inspector for his or her inspection services, if applicable. The parties agree that Contractor bears all risk in the event the actual costs associated with the Project, including all costs associated with the purchase and installation of the physical equipment and materials to be provided pursuant to an amendment issued under this Contract ("Project Equipment"), exceeds the Total Project Cost. Similarly, if Contractor exceeds the Total Phase Cost without the District's written approval, Contractor shall complete the Project phase as required therein and the District shall be under no obligation to pay amounts that exceed the Total Phase Cost.

Contractor will be expected to design and manage each Project phase and undertake all requisite Project execution activities on behalf of the District. There shall be a competitive selection process for the procurement and installation of all required project equipment. Contractor shall provide

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qualified and experienced staff, such as project managers, engineers, programmers, technicians, and alternative energy experts, as needed for the proper execution of each Project phase. Contractor shall ensure that the installation of the Project Equipment is completed in a timely manner and in conformance with the Project requirements, plans and specifications.

- b. Contractor's Compensation for each Phase. The District's compensation to Contractor for the Services provided under this Contract shall be billed on a monthly basis for Work completed during the preceding month up to 95% of the total contract value for each phase. Five percent (5%) will be held as retention on the phase as outlined in Public Contract Code Section 7201. If Contractor exceeds the Total Phase Cost without the District's written approval, Contractor shall complete the phase as required herein and the District shall be under no obligation to pay any additional amounts to Contractor as compensation for services provided under that phase.

- c. Payment Method. The District shall make payment to Contractor as follows:

Wire Transfer:

Siemens Industry, Inc., Building Technologies

c/o Citibank New York

111 Wall Street

New York, New York 10043 USA

ABA (routing): 021000089

Account: 30824211

Swift: CITIUS33

OR

Physical checks to:

Siemens Industry, Inc.

10100 Willow Creek Road

San Diego, CA 92131

- d. Prepayment and Late Payment. There will be no penalty for early payment. The District shall have up to thirty (30) calendar days of receiving a bill from Contractor in which to remit payment. In the event the required payment becomes more than 180 days past due, Contractor will consider the District to be in default under the Contract and all amounts due will become due and payable immediately. In addition to collecting the balance due, Contractor shall be entitled to any and all costs incurred, including but not limited to reasonable attorney fees, to collect the balance due under this Contract.
- e. Payment Schedule. Contractor shall invoice the District on a progress payment basis in accordance with an approved Schedule of Values, as determined by the parties.
- f. Additional Work. If changes in the Work seem merited by the District or Contractor, and informal consultations indicate that a change is warranted, it

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shall be processed by in the following manner: a letter outlining the changes shall be forwarded to the District by Contractor with a statement of estimated changes in fee or time schedule. An amendment to the Contract shall be prepared by the District and executed by both parties before performance of such services or the District will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Contract.

3. Maintenance of Records. Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Contractor and made available for inspection by the District at Contractor local office during the Contract and for four (4) years from the date of final payment under the Contract. Prior to inspection, the District shall provide Contractor with ten (10) days written notice of its intent to inspect such records and evidence and shall set forth the reason for such inspection in said notice.
4. Time of Performance. Contractor shall complete each phase of the Project in a prompt and timely manner and shall commence performance upon receipt of a written Notice to Proceed from the District. The Notice to Proceed shall indicate the mutually-agreed number of allowable days to complete the Project phase.
5. Delays in Performance.
 - a. Neither the District nor Contractor shall be considered in default of this Contract for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Contract, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, sequestration, and other labor disturbances; sabotage or judicial restraint.
 - b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Contract.
 - c. Contractor's Work shall not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of Hazardous Materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the regulations promulgated thereunder, and other applicable Federal, State or local law ("Hazardous Materials"). The Work is contemplated and priced based on the absence of Hazardous Materials at the Facilities. Contractor will notify the District immediately if it discovers or suspects the presence of any Hazardous Materials, and such discovery shall entitle Contractor to suspend its performance until the District can arrange proper remediation and the parties can negotiate mutually-agreeable terms and conditions applicable to the rest of the Work, if feasible.

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6. Compliance with Law.
 - a. Contractor shall comply with all applicable laws, ordinances, codes and regulations of the Federal, State and local government.
 - b. Contractor shall obtain and maintain all applicable permits required of Contractor by Federal, State and local regulatory agencies.
 - c. Contractor shall assist the District in obtaining and maintaining all permits required of District for the Project by Federal, State and local regulatory agencies.
7. Standard of Care. Contractor's Services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.
8. Assignment and Sub-Contracting. Contractor shall not assign, sublet, or transfer this Contract or any rights under or interest in this Contract without the written consent of the District, such consent not to be unreasonably withheld or delayed. Nothing contained herein shall prevent Contractor from employing independent associates and sub-contractors as Contractor may deem appropriate to assist in the performance of Services hereunder.
9. Independent Contractor. Contractor is retained as an independent contractor and is not an employee of the District. No employee or agent of Contractor shall become an employee of the District. The Work to be performed shall be in accordance with the agreed upon scope of work for each Project phase, subject to such directions and amendments from the District as deemed necessary and mutually-agreed.
10. Integration. This Contract represents the entire understanding of the District and Contractor as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This Contract may not be modified or altered except in writing signed by both parties hereto. This is an integrated Contract.
11. Insurance. Contractor shall not commence work under this Contract until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor or any Project Equipment suppliers or installation contractor(s), to commence work on any subcontract or contract, Project Equipment supply or installation contract, until it has provided evidence satisfactory to the Contractor that the subcontractor, Project Equipment supplier or installation contractor, has secured all insurance required under this Section. Contractor shall indemnify and hold the District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure of subcontractor to secure insurance required by this Section.
 - a. Commercial General Liability

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- (i) Contractor shall take out and maintain, during the performance of all Work under this Contract, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.
- (ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:
 - (1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)
- (iii) Commercial General Liability Insurance must include coverage for the following:
 - (1) Bodily Injury and Property Damage
 - (2) Personal Injury/Advertising Injury
 - (3) Premises/Operations Liability
 - (4) Products/Completed Operations Liability
 - (5) Aggregate Limits that Apply per Project
 - (6) Explosion, Collapse and Underground (UCX) exclusion deleted
 - (7) Contractual Liability with respect to this Contract
 - (8) Broad Form Property Damage
 - (9) Independent Contractors Coverage
- (iv) All such policies shall name the San Dieguito Union High School District, the board and each member of the board, its officers, employees, agents and the District designated volunteers as Additional Insured under the policy. District shall be provided with an additional insured endorsement.
- (v) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District.

b. Automobile Liability

- (i) At all times during the performance of the work under this Contract Contractor shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.
- (ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto).
- (iii) The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by the District.

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- (iv) All such policies shall name the San Dieguito Union High School District, the board and each member of the board, its officers, employees, agents and designated volunteers as Additional Insureds under the policies. District shall be provided with an additional insured endorsement.

c. Workers' Compensation/Employer's Liability

- (i) At all times during the performance of the Work under this Contract, and for 24 months following the date of Project completion and acceptance by the District, Contractor shall maintain workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts indicated herein.
- (ii) If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District.
- (iii) Before beginning work, Contractor shall furnish to the District satisfactory proof that it has taken out for the period covered by the Work under this Contract, full compensation insurance for all persons employed directly by it to carry out the Work contemplated under this Contract, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof. Contractor shall require all sub-contractors to obtain and maintain, for the period covered by the Work under this Contract, worker's compensation of the same type and limits as specified in this Section.

d. Professional Liability (Errors and Omissions).

- (i) At all times during the performance of the Work under this Contract, Contractor shall maintain professional liability insurance, in a form and with insurance companies reasonably acceptable to the District and in an amount indicated herein. Professional Liability Insurance shall only be required from Contractor.

e. Minimum Policy Limits Required

- (i) The following insurance limits are required for the Contract:

| | <u>Combined Single Limit</u> |
|------------------------------|---|
| Commercial General Liability | \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage |

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| | |
|------------------------|--|
| Automobile Liability | \$1,000,000 per occurrence for bodily injury and property damage |
| Employer's Liability | \$1,000,000 per occurrence |
| Professional Liability | \$1,000,000 per claim and \$2,000,000 aggregate (errors and omissions) |

f. Evidence Required

- (i) Prior to execution of the Contract, Contractor shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Accord Form 25-S or equivalent). All evidence of insurance shall be signed by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

- (i) All policies shall contain a provision for 30 days advance written notice by the insurer(s) to the District of any cancellation. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on certificates.
- (ii) All policies shall contain a provision stating that Contractor's policies are primary insurance and that the insurance of the District or any named insureds shall not be called upon to contribute to any loss.

h. Qualifying Insurers

- (i) All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the following minimum requirements:
- (ii) Insurance carriers shall be authorized by the Department of Insurance, State of California, to do business in California and maintain an agent for process within the state. Such insurance carrier shall have not less than an "A-" policyholder's rating and a financial rating of not less than "Class VII" according to the latest A.M. Best Key Rating Guide or as otherwise approved by the District.

i. Additional Insurance Provisions

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- (i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to this Contract, including but not limited to, the provisions concerning indemnification.
 - (ii) If at any time during the life of the Contract, Contractor fails to maintain in full force any insurance required by the Contract documents the District may terminate the Contract.
 - (iii) Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for sub-contractors shall be subject to all of the requirements stated herein.
 - (iv) The District may require Contractor to make available for viewing copies of the insurance policies in effect for the duration of the Project.
 - (v) Neither the District, nor the board, nor any member of the board, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Contract.
 - (vi) Insurance certificates shall be attached hereto as Exhibit B.
12. Warranty. Contractor warrants to the District that all Project Equipment furnished shall be new unless otherwise specified, and that all Work shall be of good quality, free from faults and defects and in conformance with the specifications set forth or referred to in the applicable scope of work for a period of twelve (12) months after the earlier of substantial completion of the Work or first beneficial operation or use. All auxiliary equipment not manufactured by Contractor carries only such warranty as given by the manufacturer thereof and which is hereby assigned to the District without recourse to Contractor. Contractor's obligation under this warranty is, at Contractor's sole option, to repair or replace any work which is shown to Contractor's reasonable satisfaction to have been defective as to material, workmanship or design, provided that: (i) written notice of such defect is given to Contractor within thirty (30) calendar days of discovery thereof; (ii) the Project Equipment/Work has been used or operated in accordance with the operating and maintenance instructions provided by Contractor; and (iii) no alterations or substitutions have been made to the Work without the express written authorization of Contractor. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS CONTRACT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED
13. Indemnification. Contractor agrees to protect, save, defend and hold harmless the District, its Board and each member of the Board, its officers, agents and employees from any and all claims, liabilities, expenses or damages of any nature, including

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attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, to the extent arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Contractor, Contractor's agents, officers, employees, subcontractors, Project Equipment suppliers or installation contractor(s) or independent contractors hired by Contractor under this Contract. In addition, Contractor shall indemnify the District against any and all claims brought against the District by its subcontractor(s) or Project Equipment suppliers or installation contractor(s). The only exception to Contractor's responsibility to protect, save, defend and hold harmless the District is due to the sole negligence, willful misconduct or active negligence of the District. This indemnification provision shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.

Anything herein notwithstanding, in no event shall either District or Contractor be liable to the other part for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages and, in any event, Contractor's aggregate liability for any and all claims, losses or expenses arising out of this Contract, or out of any goods or Services furnished under this Contract, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability, shall be limited to the less of \$1,000,000 or the total compensation received by Contractor under this Contract.

14. California Labor Code Requirements. Contractor is aware of the requirements of California Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws, if applicable. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon Contractor and its subcontractors, Project Equipment suppliers and installation contractor(s) to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.
15. Laws, Venue, and Attorneys' Fees. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

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16. Termination or Abandonment.

- a. The District has the right to terminate or abandon any portion or all of the Project under this Contract by giving ten (10) calendar days written notice to Contractor. In such event, and upon full payment to Contractor for all Services performed and costs incurred to the date of termination, the District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the Work completed and/or being abandoned. The District shall pay Contractor the reasonable value of Services rendered for any portion of the Work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for Services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by the District and Contractor of the portion of such task completed but not paid prior to said termination. The District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed Services.
- b. Contractor may terminate its obligation to provide further services under this Contract upon thirty (30) calendar days' written notice to the District only in the event of substantial failure by the District to perform in accordance with the terms of this Contract through no fault of Contractor.

17. Documents. All original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the Services described in this Contract, be furnished to and become the property of the District. Notwithstanding the preceding, the District shall not, by virtue of this Contract, acquire any interest in any of Contractor's formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the Project.

18. Notice. Any notice or instrument required to be given or delivered by this Contract may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

District:
San Dieguito Union High School District
710 Encinitas Blvd.
Encinitas, CA 92024
Attn.: Christina Bennett

Contractor:
Siemens Industry, Inc.
10100 Willow Creek Road
San Diego, CA 92131
Attn.: Branch Manager

With copy to:
Siemens Industry, Inc.
Building Technologies Division
1000 Deerfield Parkway
Buffalo Grove, IL 60089

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Attn: Legal Department, EES group

and shall be effective upon receipt thereof.

- 19. Third Party Rights. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than the District and Contractor.
- 20. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

**SAN DIEGUITO UNION HIGH SCHOOL
DISTRICT**

By: _____
Name: Christina Bennett
Title: Director of Purchasing

SIEMENS INDUSTRY, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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EXHIBIT A

GENERAL SCOPE OF SERVICES

Contractor will be expected to design and manage each Project phase and undertake all requisite Project execution activities on behalf of the District. There shall be a competitive selection process for the procurement and installation of all required Project Equipment. Contractor shall provide qualified and experienced staff, such as project managers, engineers, programmers, technicians, and alternative energy experts, as needed for the proper execution of each Project phase. Contractor shall assist the District as described within the general Scope of Services delineated below, and the specific scope of work for each Project phase and its Total Phase Cost will be detailed in a mutually-agreed amendment issued pursuant to the Contract.

1. **Comply with SDG&E Program and Funding Requirements:** Contractor will assist the District in pursuing any available utility rebates and incentives (“Rebates”) for each phase of Work and submitting all required documentation to the local utility company, SDG&E. Contractor shall assist the District with all requirements of active Rebate programs as administered by SDG&E.

The District acknowledges that Rebate programs are administered by third parties outside of Contractor’s control. The District further acknowledges that, while Contractor will assist with the documentation and application process, Contractor cannot and does not guarantee that the District will apply for all available Rebates, that a Rebate program will remain available, or that the District will qualify for and obtain all available Rebates. Accordingly, the District hereby releases Contractor from any and all liability arising from the District’s failure to obtain any Rebates.

2. **Design Phase and Selection of Project Equipment**

- a. **Design:** Contractor shall utilize the latest proven energy technology in designing the Project and selecting the Project Equipment to be purchased and installed. Contractor shall develop Project design documents and provide recommendations to the District on site use and improvements, selection of materials, building systems and equipment and methods of Project delivery. Contractor shall ensure that the Project design meets all applicable State requirements and local codes and specifications, including but not limited to Division of the State Architect (“DSA”) specifications. Contractor shall provide a preliminary evaluation of the Project and the Project budget requirements and prepare preliminary estimates of Project costs based on early schematic designs and other standards as applicable. Contractor shall also assist the District in achieving mutually agreed upon budget requirements as well as provide the District with cost evaluations of alternative materials and systems. Contractor will work with the District’s Architect, should the District determine that an architect is needed for the Work, to ensure that the Project Equipment and associated work that supports the Project is correctly and adequately designed to provide the optimum performance. Contractor will be required to pay any administrative costs associated with the District’s

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Architect, such as plan check fees; however, District shall retain Architect should the District determine that an architect is needed for the Project phase. In addition, Contractor's shall ensure that any necessary Facility modifications are practical, efficient and will not interfere with any building warranties which may be applicable.

- b. **Selection of Project Equipment:** Contractor shall utilize a competitive process for selecting the Project Equipment, taking into consideration the price, cost savings, technical expertise, warranties, acceptable safety record, experience, qualifications, cost savings, project schedule estimates, features, and functions when designing and selecting the appropriate system. All Project Equipment purchased shall be subject to the prior written approval of the District. Utilizing a competitive process to provide the best value to the District under this Contract, Contractor shall purchase, on behalf of the District, all Project Equipment required for the Project. Prior to purchasing the Project Equipment, Contractor shall investigate the installation requirements of the Project Equipment to ensure that the District receives all applicable Project Equipment warranties and installation warranties following the completion of the Project. Contractor shall ensure the Project Equipment used meets or exceeds all requirements as set forth by the Program as well as any other agency which may have jurisdiction over the Project. Contractor shall work with the District to ensure that the selected Project Equipment meets all applicable specifications as set forth by the DSA as well as those of any other agency which may have jurisdiction over the Project.
- c. **Delivery and Storage of Materials:** Contractor shall arrange for delivery and storage, protection and security for all Project Equipment, until such items are installed. Any costs associated with such arrangement shall be borne by Contractor. Contractor shall also coordinate with its Project Equipment installation subcontractor(s) as described further in Section 4(a) below.

3. **Installation Work**

- a. **Selection of Installer(s):** Contractor shall utilize a competitive process for selecting the installation contractor(s) for the Project Equipment, taking into consideration the price, technical expertise, skilled labor force availability, warranties, acceptable safety record, experience, qualifications, cost savings, and project schedule estimates. Contractor shall coordinate all documents pertaining to the installation of the Project Equipment, including, without limitation, drawings and specifications, bid documents, construction contracts and general, supplementary and special conditions, etc. (collectively, the "Contract Documents"). District shall provide, and Contractor will reference, the District's standard public works contract within Contractor's standard subcontract, for all Project Equipment installation contracts between Contractor and the Project Equipment installation contractor(s), to ensure that Contractor and the Project Equipment installation contractor(s) comply with all public contracting requirements, including but not limited to applicable Labor Code and Public Contract Code provisions. The District shall not be a

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party to any of such Project Equipment installation contracts. As part of the requirements for public works contracts, Contractor shall submit Payment and Performance Bonds in accordance with the District's public work contract specifications. Such bonds shall name the District as a beneficiary. Contractor shall not proceed on the Project until it has submitted the required bonds naming the District as a beneficiary.

- (i) **Separation of Work.** Contractor shall separate the Project into effective and efficient contracts for various categories of work, if deemed necessary by Contractor. This requires Contractor to review the drawings and specifications to provide that (1) the work of its subcontractors is coordinated; (2) all requirements for the Project have been assigned to the appropriate separate subcontract; and (3) the likelihood of scope conflicts have been minimized. Contractor shall also coordinate its Work with the work of other District contractors that support the Project.
- b. **Submittal of Reports and Documents:** In conjunction with the District, Contractor shall provide and submit all appropriate energy conservation documents, reports, etc., as required by applicable Federal, State and local laws, rules or regulations and as required by the SDG&E Program or other applicable funding sources.
- c. **Attendance at Meetings:** Contractor shall attend internal and public meetings as required, including site meetings and District meetings as required and directed.
- d. **Facilitate Work Coordination:** Contractor shall provide administrative, management and related services as required to coordinate work of the installation contractor(s), to complete the District's objectives for cost, time and quality. This requires Contractor to provide sufficient organization, personnel and management to carry out the requirements of the applicable amendment's scope of work.
- e. **Installation Oversight:** Contractor shall require satisfactory performance from each of the Project Equipment installation contractor(s) and ensure that the Project Equipment is installed in accordance with the plans and specifications. Contractor shall be responsible for the installation means, methods, techniques, sequences and procedures employed by the Project Equipment installation contractor(s).
- f. **Records:** Contractor shall keep (and provide the District and others with reasonable access to) one record copy of all plans, drawings, specifications and other Contract Documents for the Project, including, without limitation, addenda, change orders, Titles 17, 19, 21 and 24 of the California Code of Regulations, the most recent edition of the California Building Code, and the prevailing wage rate tables, which are all part of the Contract Documents, on the Project Premises at all times during the progress of the Project.

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- g. **Installation Costs:** Contractor shall be responsible for reviewing and reconciling each of the installation contractor's schedule of values for the purpose of revising and refining the approved estimate of Project costs. Further, Contractor shall incorporate approved changes as they occur and provide a Schedule of Values for each Project phase.
- h. **Permits:** Contractor shall assist in obtaining building permits and special permits (if needed in the jurisdiction) for permanent improvements, excluding permits required to be obtained directly by the Project Equipment installation contractor(s), and verify that the District has paid applicable fees and assessments. Contractor shall otherwise obtain the requisite approvals and permits as set forth in Section 6 of this Contract.

4. **School Security**

- a. The District may require that Contractor immediately remove from any of the Premises or District property any of its employees, vendors or sub-contractors whom the District or other on-site school personnel deem to be incompetent, careless, or otherwise objectionable.
- b. Contractor shall not utilize, in the performance of this Contract, any laborer or employee who has been convicted of a violent crime or a crime of such nature (such as child-related offenses) that would categorize the person as being unsuitable for working around school children, or has engaged in such conduct in the last five years as to be similarly categorized. Suitability shall be determined by performance of security/background checks (as are necessary in light of the potential of contact with the District's students, staff, property, or sensitive records maintained at the Premises) by Contractor on all employees or sub-contractors utilized in the performance of the Work.
- c. Contractor shall comply with the applicable requirements of Education Code Sections 45125.1 and 45125.2 with respect to fingerprinting of employees, subcontractors, Project Equipment suppliers and Project Equipment installers who may have contact with the District's pupils. Contractor shall also ensure that its subcontractors, Project Equipment suppliers and Project Equipment installers also comply with the applicable requirements of Sections 45125.1 and 45125.2. To this end, Contractor and its subcontractors, Project Equipment suppliers and Project Equipment installers must provide for the completion of the Fingerprint Certification form, attached hereto as Exhibit "C" and incorporated herein by reference, prior to any of their respective employees coming into contact with the District's pupils.
- d. When there is reasonable doubt regarding a particular person's suitability, Contractor may make a request through the District's administration for an approval/opinion prior to the individual beginning work. Contractor shall submit to the District a certification that each employee or agent that will come into contact with students or enter a campus has been properly cleared by the Department of Justice. Failure to complete or submit any required

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security/background check requested by the District may, at the election of the District, result in immediate removal of the worker by the District without further redress against the District, or any other available legal or contractual rights or remedies.

- e. Contractor, including without limitation its laborers and employees, shall not fraternize or otherwise communicate with students except in cases of safety and like necessities.
- f. Contractor shall not allow any laborer or employee to wear objectionable clothing or caps/hats with other than company logo (objectionable clothing will be determined by the District's on-site personnel) or use profanity in any manner while on District property.
- g. Provided the District provides Contractor with a copy of its policies and regulations applicable to working on school grounds prior to commencement of the Work, Contractor shall ensure that its laborers and employees fully comply with such restrictions.

5. **Project Close Out**

- a. **Close-Out Material:** Immediately upon the District's approval of completion of the Project, and in addition to any additional submittals required by this Contract, Contractor shall collect and submit the following close-out documentation to the District:
 - (i) Operations and maintenance data for Project Equipment as required by the Contract Documents for the Project (including, without limitation, two (2) complete sets of manuals containing manufacturers' instructions on the operation of each item and apparatus furnished under such Contract Documents);
 - (ii) Record drawings for the Project showing, among other things, deviations from the original plans and drawings for the Project made during construction, details in the construction not previously shown on such plans or drawings, changes to existing conditions or existing conditions found to differ from those shown on the original plans and drawings, the actual installed position of Project Equipment, piping, conduits, light switches, electric fixtures, circuiting, ducts, dampers, access panels, control valves, drains, openings and stub outs, and such other information as the District may reasonably request from time to time;
 - (iii) Warranties for Project Equipment put into service;
 - (iv) Tools, spare parts and maintenance materials, including keys, if applicable;

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- (v) A list of all Project Equipment installers, vendors and materialmen, in a formal, adequately bound, catalogued form, which shall include the names, addresses, telephone numbers and fax numbers of such persons, and shall further include notices as to where pertinent persons can and may be reached for emergency service, inclusive of nights, weekends and holidays; and
 - (vi) All guaranties and warranties from the installation contractor(s) as required by the Project Equipment installation contracts for the Project.
- b.

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EXHIBIT B
INSURANCE CERTIFICATES

EXHIBIT C
FINGERPRINTING CERTIFICATION

Contractor Certification

With respect to the Master Contract dated March 21, 2013 by and between the San Dieguito Union High School District ("District") and the Building Technologies Division of Siemens Industry, Inc. ("Contractor"), Contractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code Section 45125.1 and that none of its employees that may come in contact with District's pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

NAME OF CONTRACTOR: SIEMENS INDUSTRY, INC.

By: _____
Signature

Name

Title

