

Santee School District

SCHOOLS:

Cajon Park
Carlton Hills
Carlton Oaks
Chet F. Harritt
Hill Creek
Pepper Drive
PRIDE Academy
at Prospect Avenue
Rio Seco
Sycamore Canyon
Alternative
Success Program

Douglas E. Giles
Educational Resource Center
9619 Cuyamaca Street
Santee, California

BOARD OF EDUCATION REGULAR MEETING A G E N D A January 4, 2011

District Mission

Santee School District, supported by an involved community, an outstanding staff, and a shared vision, assures a quality education that supports students in achieving academic excellence and in developing life skills needed for success in a diverse and changing society.

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A. OPENING PROCEDURES – 7:00 p.m.	5
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<i>During this time, citizens are invited to address the Board of Education about any item <u>not</u> on the agenda. Request-to-speak cards should be submitted in advance. The Board may not take action on any item presented. The Board has a policy limiting any speaker to five minutes. All meetings are tape recorded.</i>	

BOARD OF EDUCATION • Dan Bartholomew, Dustin Burns, Dianne El-Hajj, Ken Fox, Barbara Ryan
DISTRICT SUPERINTENDENT • Patrick Shaw, Ed.D.

D. CONSENT ITEMS

Page #

Items listed under Consent are considered to be routine and are acted on by the Board with a single motion. There is no discussion of these items prior to the Board vote unless a member of the Board, staff, or public requests specific items be considered separately. Request to speak cards should be submitted in advance.

Superintendent

- 1.1. **Approval of Minutes** 15
It is recommended that the Board of Education approve meeting minutes with any necessary modifications.

Business Services

- 2.1. **Approval/Ratification of Travel Requests** 21
It is recommended that the Board of Education ratify the authorization granted to personnel requesting out-of-district travel as listed in the item.
- 2.2. **Approval/Ratification of Expenditure Warrants** 23
It is recommended that the Board of Education approve and ratify the expenditure warrants for the month of November 2010.
- 2.3. **Approval/Ratification of Purchase Orders** 25
It is recommended that the Board of Education approve and ratify purchase orders for the month of November 2010 as presented in the item.
- 2.4. **Approval/Ratification of Revolving Cash Report** 32
It is recommended that the Board of Education approve/ratify revolving cash checks as listed in the item.
- 2.5. **Acceptance of Donations** 34
It is recommended that the Board of Education accept donations as listed.
- 2.6. **Approval of Uniform Complaint Quarterly Report Required by the Williams Settlement** 36
It is recommended that the Board of Education approve the quarterly report required by the Williams Settlement and authorize submission of the report.

Educational Services

- 3.1. **Approval of Revised Excel Therapy Agreement for Language Speech Therapy Services** 37
It is recommended that the Board of Education approve the revised agreement with Excel Therapy for language speech services for the term of January 10, 2011 through June 30, 2011.

Human Resources/Pupil Services

- 4.1. **Personnel, Regular** 48
It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations and dismissals.
- 4.2. **Approval of New Probationary Teachers** 51
It is recommended that the Board of Education approve probationary status for the listed teachers.

E.	DISCUSSION AND/OR ACTION ITEMS	Page #
	<i>Members of the audience wishing to address the Board about any of the following items should submit a request to speak card in advance.</i>	
	Business Services	
1.1	<u>Approval of Monthly Financial Report</u> It is recommended that the Board of Education approve the Monthly Financial Report.	53
1.2	<u>Acceptance of FCMAT Report Regarding Student Transportation and Optimal Bell Schedules</u> It is recommended that the Board of Education accept the FCMAT report regarding Student Transportation and Optimal Bell Schedules.	56
	Capital Improvement Program	
2.1.	<u>State Funding and Capital Improvement Program Update</u> This is an information item only. Action is at the discretion of the Board.	58
2.2.	<u>Approval of George Mercer Contract</u> It is recommended that the Board of Education approve the agreement for landscape architectural services with George Mercer Associates Inc.	59
	Educational Services	
3.1.	<u>Approval of Revised Consultant Agreements: Bridges Educational Corporation and Laura Epstein, AAC Specialist</u> It is recommended that the Board of Education approve the revised consultant agreements with Bridges and Laura Epstein through June 30, 2011.	66
3.2.	<u>AB 3632 County Mental Health Services: Adoption of Resolution #1011-11</u> It is recommended that the Board of Education approve Resolution #1011-11 in support of full State funding of County mental health services for children with disabilities.	68
F.	BOARD POLICIES AND BYLAWS	
1.1.	<u>Second Reading New BP 5118 Open Enrollment Act Transfers</u> It is recommended that the Board of Education adopt new Board Policy 5118.	72
G.	BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS	76

H. CLOSED SESSION

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77

1. **Conference with Labor Negotiator** (Govt. Code § 54956.8)
Agency Negotiator: Karl Christensen, Assistant Superintendent
Employee Organizations: California School Employees Association
Purpose: Negotiations

2. **Conference with Legal Counsel-Existing Litigation**
(Subdivision (a) of Gov't Code §54956.9)
Case # 37-2009-00083936-CU-CO-CTL

I. RECONVENE TO PUBLIC SESSION

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J. ADJOURNMENT

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Please note: Per SB 343, the supporting documents for this meeting agenda are available in the lobby at the Santee School District Office, located at 9625 Cuyamaca St., Santee, CA 92071 and will be available for viewing at the meeting.

*The next regular meeting of the Board of Education is scheduled for
January 18, 2011, at 7:00 p.m.
in the Douglas E. Giles Educational Resource Center.*

Santee School District complies with the Americans with Disabilities Act. If you require reasonable accommodations including alternate formats for this meeting, contact the Superintendent's Office at (619) 258-2304 at least two (2) days before the meeting date.

Members present:

___ Ryan
___ Bartholomew
___ El-Hajj
___ Fox
___ Burns

OPENING PROCEDURES ITEM A.

1. Call to Order and Welcome – 7:00 p.m.

2. District Mission

Santee School District, supported by an involved community, an outstanding staff, and a shared vision, assures a quality education that supports students in achieving academic excellence and in developing life skills needed for success in a diverse and changing society.

3. Pledge of Allegiance

4. Approval of Agenda for the January 4, 2011 regular meeting

Agenda Item A.

Reports and Presentations Item B.1. Superintendent's Report
Prepared by Dr. Patrick Shaw
January 4, 2011

The following items are presented for Board information:

- 1.1. Developer Fees Collection Report
- 1.2. Use of Facilities Report
- 1.3. Enrollment Report
- 1.4. Schedule of Upcoming Events

Agenda Item B.

DEVELOPER FEES COLLECTION REPORT
2010-11
CUMULATIVE THROUGH DECEMBER 10, 2010

Residential Rate: \$3.46 per square foot over 500 - effective 4/20/10

Commercial Rate: \$.29 per square foot - effective 6/16/08

Self Storage Rate: \$.14 per square foot - effective 4/20/10

COM	RES	ADDRESS	DATE OF COLLECT.	SQUARE FEET	AMOUNT	SCHOOL OF ATTENDANCE
X		10641 Prospect Avenue (DCXcavation, Inc.)	07/12/10	983	\$285.07	PA
	X	1058-1287 Calle R. Tuttle (McMillin)	07/22/10	15,341	\$53,079.86	PD
	X	8498 Mesa Heights Road (Miller)	07/09/10	1,026	\$3,549.96	CFH
	X	Morning View- Phase I (McMillin) Add'l Sq. Footage	09/02/10	210	\$726.60	PD
X		10351 Lunar Lane (Don Witte)	10/21/10	6,720	\$1,948.80	PA
	X	Morning View- 1220 Calle R. Tuttle (McMillin)	11/10/10	3,200	\$11,072.00	PD
	X	Morning View- Phase II (McMillin)	11/10/10	12,924	\$44,717.04	PD
	X	Morning View- Phase III (McMillin)	11/15/10	15,614	\$54,024.44	PD
	X	9438 Kashube Way	11/19/10	3,367	\$11,649.82	CO
TOTAL PAGE 1					\$181,053.59	
TOTAL COLLECTED AS OF DECEMBER 10, 2009					\$392,215.19	

*Additional square footage (total is over 500 square feet)

**Fee Exempt - Senior / Elder Care Facility

***Fee Exempt - Less than 500 square feet

Requests For Use Of Facilities - January 4, 2011						
Group	Location	Date	Days	Time	Attendance	Fees Applied
<u>Carlton Oaks</u> Kandy Yoga	Classroom	01/03/11 - 05/30/11	Mondays	3:30 pm - 4:30 pm	10	
<u>Hill Creek</u> YALE Preschool	Multipurpose Room	12/9/10	Thursday	5:00 pm - 8:00 pm	100	
CSEA	Multipurpose Room	12/17/10	Friday	6:00 pm - 10:00 pm	70	
Riderwood Meadows	Classroom	1/13/11	Thursday	6:30 pm - 8:30 pm	25	\$65.25
<u>Pepper Drive</u> CSEA	Multipurpose Room	01/06/11 - 06/02/11	Thursday	4:30 pm - 6:30 pm	6	
<u>PRIDE Academy at Prospect Avenue</u> CSEA	Multipurpose Room	01/13/11 - 12/08/11	Thursday	4:00 pm - 6:30 pm	35	

***NOTE: USE MAY BE LIMITED DUE TO MODERNIZATION AT VARIOUS SITES & FALL CARNIVALS TAKE PRECEDENCE OVER GROUPS.

Santee School District
 ENROLLMENT REPORT
 12/10/2010
 Month 4 Week 2

SCHOOL	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	12/10/10		12/11/09		# Diff	% Diff	12/10/10		Prior Week		Total Diff
										Total Reg	Total Reg	Total Reg	SDC			% SDC	# Diff	% SDC	Total All	
Cajon Park	105	107	108	110	113	109	109	101	132	994	962	38	62	24	3.3%	62	1056	1056	0	
Carlton Hills	44	42	37	39	45	41	61	88	94	491	495	-4	18	-22	-0.8%	18	509	512	-3	
Carlton Oaks	85	83	79	64	94	100	102	123	98	828	808	20	57	11	2.5%	57	885	890	-5	
Chet F. Harritt	80	53	90	55	53	53	59	68	71	582	593	-11	9	-1	-1.9%	9	591	590	1	
Hill Creek	90	91	88	88	81	89	85	79	71	782	759	3	21	-2	0.4%	21	783	788	-5	
Pepper Drive	85	77	72	64	69	73	83	88	86	697	709	-12	9	-2	-1.7%	9	706	700	6	
Prospect	51	63	52	60	47	56	59	43	43	490	497	-7	0	-13	-1.4%	0	490	489	1	
Rio Seco	90	114	106	99	113	95	115	100	87	919	873	46	37	14	5.3%	37	956	951	5	
Sycamore Canyon	62	52	51	50	33	47	42	0	0	337	315	22	0	-27	7.0%	0	337	337	0	
SUBTOTAL	692	682	683	629	648	663	715	706	682	6100	6011	89	213	-18	1.5%	213	6313	6,313	0	
Alternative School	2	4	4	2	2	2	7	4	3	30	33	-3	-	-	-9.1%	-	30	30	0	
Success Academy							3	4		7	4	3	2	5	75.0%	2	7	5	2	
NPS										0	0	0	5	-3	-60.0%	5	2	2	0	
EAK										0	0	-	-	-	-	-	0	0	0	
SUBTOTAL	2	4	4	2	2	2	7	7	7	37	37	0	-	-	0.0%	-	39	37	2	
TOTAL	694	686	687	631	650	665	722	713	689	6137	6048	89	-	-	1.5%	-	6352	6350	2	

Please note: Special Ed. PK listed below are not reflected in the total count above because they do not receive ADA until they reach 5 years of age.

PK	
Cajon Park	1057
Chet F. Harritt	592
Sycamore Canyon	373
Total PK	38

Total Enrollment Including PK
6390

Schedule of Upcoming Events

<i>Date</i>	<i>Event</i>
January 17	Martin Luther King Holiday Schools and Departments Closed
January 18	Board Meeting 7:00 p.m.
January 25	Board Budget Workshop 6:00 p.m.
February 1	Board Meeting 7:00 p.m.
February 7	Lincoln Holiday Schools and Departments Closed
February 15	Board Meeting 7:00 p.m.
February 21	Washington Holiday Schools and Departments Closed
March 1	Board Meeting 7:00 p.m.
March 15	Board Meeting 7:00 p.m. Student Forum (6:00-6:45 p.m.)
March 23	Business Breakfast
April 5	Board Meeting 7:00 p.m. Principals meet with Board (6:00-6:45 p.m.)
April 11-22	Spring Break Schools Closed
May 3	Board Meeting 7:00 p.m.
May 16	Board Meeting 7:00 p.m.
May 24	Salute to Excellence Employees of the Year
June 7	Board Meeting 7:00 p.m.
June 9	End-of-Year Employee Celebration
June 21	Board Meeting 7:00 p.m.
June 22	Last Day of School

Reports and Presentations Item B.2.
Prepared by Dr. Patrick Shaw
January 4, 2011

Spotlight on Learning: Principal Report
from Hill Creek School School

BACKGROUND:

The Principals are responsible for the instructional leadership at their school site in support of student achievement. This year, the Superintendent has asked each Principal to provide a presentation to the Board sharing their goals and professional development focus for the 2010-11 school year.

Tonight, Hill Creek Principal Jerelyn Lindsay will present this information to the Board. In addition, Mrs. Lindsay will share programs and practices that are in place to attain the school's goals for student achievement.

Agenda Item B.2.

Reports and Presentations B.3. Out of School Time Program
Prepared by Minnie Malin
January 4, 2011

PRESENTATION:

Over the past few years, the Out-of-School Time (OST) Department has diversified beyond just providing before and after school child care for the children in the District. Tonight Pam Brasher, OST Director, will share what is currently taking place in the Department, the vision for the future of the Department, and the program's positive impact on the regular school day.

Agenda Item B.3

PUBLIC COMMUNICATION Item C

During Public Communication, citizens are invited to address the Board of Education about any item not on the agenda. Request-to-speak cards should be submitted in advance. The Board may not take action on any item presented. The Board has a policy limiting any speaker to five minutes. Meetings are tape recorded.

Agenda Item C.

CONSENT ITEMS Item D.

Items listed under Consent are considered to be routine and are acted on by the Board with a single motion. There is no Board discussion of these items prior to the vote unless a member of the Board, staff, or public requests specific items be considered separately. Citizens are invited at this time to address the Board about any item listed under Consent.

Agenda Item D

Consent Item D.1.1. Approval of Minutes
Prepared by Dr. Patrick Shaw
January 4, 2011

BACKGROUND:

Presented for Board approval –

- December 7, 2010, regular meeting minutes
- October 26, 2010, special meeting minutes

RECOMMENDATION:

It is recommended that the Board of Education approve the attached minutes with any necessary modifications.

Motion:

Second:

Vote:

Item D.1.1.

**SANTEE SCHOOL DISTRICT
REGULAR MEETING
OF THE BOARD OF EDUCATION**

**MINUTES
December 7, 2010**

Douglas E. Giles
Educational Resource Center
9619 Cuyamaca Street
Santee, California

A. OPENING PROCEDURES

1. Call to Order and Welcome

President Burns called the meeting to order at 7:00 p.m. and read the District Mission Statement.

Members present:

Dustin Burns, President
Barbara Ryan, Vice President
Allen Carlisle, Clerk
Dan Bartholomew, Member
Dianne ElHajj, Member

Administration present:

Dr. Patrick Shaw, Superintendent and Secretary to the Board
Karl Christensen, Assistant Superintendent, Business Services
Minnie Malin, Assistant Superintendent, Human Resources/Pupil Services
Kristin Baranski, Director, Educational Services
Linda Vail, Executive Assistant and Recording Secretary

2. Pledge of Allegiance

President Burns invited Chloe Flores, a kindergartner at Cajon Park and the granddaughter of Member Elect Ken Fox, to lead the members, staff and audience in the Pledge of Allegiance.

3. Oath of Office for Incoming Board Members

As a result of the November 2010 election, the oath of office was administered to re-elected members Barbara Ryan and Dustin Burns and newly elected member Ken Fox. The oath of office was administered by Dr. Shaw and Ken Fox officially became a member of the Board of Education.

4. Approval of Agenda

It was moved and seconded to approve the agenda.

Motion: Fox Second: Ryan Vote: 5-0

B. ORGANIZATIONAL MEETING

1. Election of Board of Education Officers

Member El-Hajj moved to elect officers through rotation according to Board Bylaw 9120 and that Board Bylaw 9120 be revised to reflect the officer rotation for 2011.

Motion: El-Hajj Second: Bartholomew Vote: 5-0

Newly elected Board President Ryan thanked Mr. Burns for the past year as Board President. She presented Mr. Burns with a rose and a framed student patriotic picture. Dr. Shaw thanked Mr. Burns and presented him with a gift. Mr. Burns Introduced his family and thanked them for their support, and thanked his colleagues on the Board for their support during his presidency.

2. Reception for Newly Elected Board Members

The Board adjourned at 7:15 for a reception in honor of the three elected Board Members and welcoming Mr. Fox. President Ryan reconvened the meeting at 7:37

3. Board Meeting Calendar for 2011

Dr. Shaw presented the proposed Board meeting calendar for 2011, which continues the current schedule for Board meetings with the exceptions of during spring and winter breaks. Member Burns moved to approve continuation of the existing meeting schedule with meeting dates for 2011 as listed in the item.

Motion: Burns Second: El-Hajj Vote: 5-0

- 4. Board of Education Representatives to Advisory and Other Committees**
Board members accepted assignments to serve as Board representatives to Advisory and other committees for 2011.

C. REPORTS AND PRESENTATIONS

1. Superintendent's Report
 - 1.1. Developer Fees Collection Report
 - 1.2. Enrollment Report
 - 1.3. Claims Against the District
 - 1.4. Schedule of Upcoming Events
2. Spotlight: Principal's Report from Carlton Oaks School
Dr. Stephanie Pierce, Carlton Oaks School Principal, presented California Standards Test (CST) data showing growth to provide an increase in the API score to 875, a 12 point increase. She explained how the teachers are using student goal setting to increase student achievement. Dr. Pierce shared how setting their own goals influence students' self-confidence and their student achievement. Vice Principal Kristie Joiner shared student opportunities in the learning environment, including BOOST mentoring, Student Voice, and Caring Schools.

Mr. Fox reported when he visited Carlton Oaks he was very impressed with the interaction Dr. Pierce had with the students.

D. PUBLIC COMMUNICATION

President Burns invited members of the audience to address the Board about any item not on the agenda. There were no public comments.

E. PUBLIC HEARINGS

1. **California School Employees Association (CSEA) Chapter 557, Initial Proposal to Modify Articles of the Successor Collective Bargaining Agreement.**

President Ryan opened the public hearing for the California School Employees Association (CSEA) Chapter 557, initial proposal to modify articles of the successor collective bargaining agreement. There were no public comments. President Ryan closed the public hearing.

F. CONSENT ITEMS

Items listed under Consent are considered to be routine and are all acted on by the Board with one single motion. President Burns invited comments from the public on any item listed under Consent.

- 1.1. **Approval of Minutes**
- 2.1. **Approval/Ratification of Travel Requests**
- 2.2. **Approval/Ratification of Revolving Cash Report**
- 2.3. **Approval of Consultants and General Service Providers**
- 2.4. **Approval of Proposal from Capitol PFG for a School Facility Needs Analysis 2011 Update**
- 2.5. **Authorization to Purchase Two (2) Cargo Container Freezers**
- 2.6. **Authorization to File Operations Application of Intent to Participate in the 2010-11 Class Size Reduction (CSR) Program**
- 3.1. **Personnel, Regular**

It was moved and seconded to approve Consent Items.

Motion: Burns Second: El-Hajj Vote: 5-0

G. DISCUSSION AND/OR ACTION ITEMS

President Burns invited comments from the public on any item listed under Discussion and/or Action.

1.1. California School Boards Association Delegate Assembly Nominations

President Ryan reported that there were seven CSBA Delegates whose terms were expiring and it was time to nominate Board members for these seats. President Ryan said all of those whose terms were

expiring had done a good job and were interested in continuing if nominated and elected. Member Bartholomew moved to nominate the seven Delegates to continue.

Motion: *Bartholomew* **Second:** *El-Hajj* **Vote:** *5-0*

1.2. Annual Business Appreciation Breakfast

Dr. Shaw presented a proposed date of March 23, 2011 for the annual Business Appreciation Breakfast. He reported that Child Nutrition Services would provide the food. Member Burns asked what location would be planned. Dr. Shaw said the ERC seems to work well. Member Burns asked if attendance at the breakfast was as good when held at the schools. Dr. Shaw said it seems that attendance increased last year when the breakfast was moved back to the ERC. Board Members will calendar the date and asked Administration to move forward with the plans.

1.3. 21st Century Learning Skills Legislative Goal

Dr. Shaw reported there is a need to redirect learning in the United States. He believes that it is important for students to have the opportunity to learn the skills they will need for their the future. He introduced the Director of Curriculum and Instruction, Kristin Baranski, and the Coordinator of Instructional Technology, Dr. Laura Spencer, to present information to the Board about 21st Century learning skills.

Mrs. Baranski and Dr. Spencer presented information about teaching and learning in the 21st Century. Students need to be better prepared for jobs that we don't even know about now. The top 10 jobs in 2010 did not even exist in 2004. In addition to the mastery of the common core standards, students need to have global awareness and to stay competitive. Students need a high level of applied and critical thinking skills and experience in creativity, innovation, life-long learning, and self direction. There is also a need for movement toward 21st Century assessment, through performance tasks, oral presentation, writing, and student presentation. How students learn has an impact on what they learn. Administration believes the timing is right to support the legislators to imbed 21st Century learning skills into the State framework.

Member Burns is concerned about presenting this as a goal to legislators and then having it come back to the District to bring more accountability. Member Bartholomew said from the teacher's perspective, it is important to get through the standards content. The system is broken and the focus on the assessment seems to drive what happens in the classroom. This could create more stress on teachers. He does not believe it is one of the top three most important things to take to a legislator.

Member El-Hajj believes there is a need to go in this direction and as leaders it might be time to say we are not doing it right and need to fix it. It is the job of the Board to inform legislators about the needs for students.

President Ryan said it would not have any immediate impact in the classroom and it is important to share with legislators the needs of schools.

Member Fox moved to adopt 21st Century Learning Skills as a legislative goal and take the information to the County School Boards Association.

Motion: *Fox* **Second:** *El-Hajj* **Vote:** *5-0*

2.1 Approval of Monthly Financial Report

Karl Christensen provided a financial report showing a cash balance of \$4.9 million. The adopted budget is based on the May revise. At that time there was a permanent revenue cut which was eliminated on the State adopted budget. The Federal JOBS bill funds are included in the restricted fund but not in the fund balance.

The revenue is increased on this report because the May revise restored reductions are shown as income at this time, although the District may not ever realize these funds. There is \$1.6 million shown as additional income but is reserved because it is likely this amount will be taken away. Mr. Christensen

said by using the Federal JOBS bill monies, we can reduce the amount of unrestricted expenditures to help the unrestricted general fund.

In 2110-11 it is projected to need \$2 million for cash flow. Fund 17 has \$2.8 million, which is enough to meet those cash flow needs. However, in 2011-12 there are some changes in cash that put us in a better position than when the budget was adopted. Based on these assumptions, the District can meet cash needs. If anything projected is not realized, this could change.

Member El-Hajj asked if the revenue limit deferral does not come, would there be reductions that the Board would need to look at to be safe. Mr. Christensen said this is more about cash flow and some operations savings would create additional revenue. He reminded the Board that the District is also experiencing an increase in enrollment.

Member Burns moved to approve the Monthly Financial Report.

Motion: Burns **Second:** El-Hajj **Vote:** 5-0

2.2. Approval of First Period Interim Report

Member Burns moved to approve a positive certification regarding the District's ability to meet its financial obligations for the 2010-11 fiscal year.

Motion: Burns **Second:** El-Hajj **Vote:** 5-0

3.1. Consideration of Goals for the Advisory Council for Instruction (ACI)

Kristin Baranski, Chair of ACI, reported the committee has met three times and discussed goals for the committee. She presented for Board consideration the goals proposed by the ACI committee for this year, some of which are carried over from last year, and asked if the Board had any additional goals for the committee to pursue. Board members believed the goals were good and had no additions. Member Burns moved to approve the goals of ACI for the 2010-11 school year.

Motion: Burns **Second:** El-Hajj **Vote:** 5-0

H. BOARD POLICIES AND BYLAWS

1.1. First Reading-New Board Policy 5118 Open Enrollment Act Transfers

Dr. Shaw reported that a new policy was needed to address the procedure of accepting students into our district that may wish to request a transfer based on the (Romero) Open Enrollment Act. The difference between these transfers and others is that once a student is accepted as a transfer, their transfer cannot be revoked and the school they transfer to becomes their school of residence. There were no comments from the Board and the new policy will return for Board approval at the next meeting.

I. BOARD COMMUNICATION

Member Burns suggested that a holiday message be sent out to all employees on behalf of the Board. Board members concurred and asked Dr. Shaw to send employees a holiday message through email.

Member Bartholomew welcomed Ken Fox as a new member of the Board.

Dr. Shaw asked about the best scheduling for a Board workshop for team building. Board members preferred weeknights instead of a Saturday morning. Linda will schedule the meeting.

President Ryan reported on CSBA delegate assembly. Because of the concerns last year, CSBA has put some checks and balances in place to prevent from occurring again.

J. CLOSED SESSION

President Ryan announced that the Board would meet in closed session for:

1. **Public Employee Discipline/Dismissal/Release** (Govt. Code § 54957)
2. **Conference with Labor Negotiator** (Govt. Code § 54956.8)
Agency Negotiator: Karl Christensen, Assistant Superintendent
Employee Organizations: Santee Teachers Association
California School Employees Association
Purpose: Negotiations
3. **Conference with Legal Counsel-Existing Litigation**

*(Subdivision (a) of Gov't Code §54956.9)
Case # 37-2009-00083936-CU-CO-CTL*

The Board entered closed session at 8:55 p.m.

K. RECONVENE TO PUBLIC SESSION

The Board reconvened to public session at 9:40 p.m. No action was reported.

L. ADJOURNMENT

The December 7, 2010 regular meeting adjourned at 9:40 p.m.

Dianne El-Hajj, Clerk

Dr. Patrick Shaw, Secretary

**SANTEE SCHOOL DISTRICT
SPECIAL MEETING
OF THE BOARD OF EDUCATION**

**MINUTES
October 26, 2010**

Douglas E. Giles
Educational Resource Center
9619 Cuyamaca Street
Santee, California

A. OPENING PROCEDURES

1. Call to Order and Welcome
President Burns called the meeting to order at 6:05 p.m.
Members present:
Dustin Burns, President
Barbara Ryan, Vice President
Dan Bartholomew, Member
Dianne El-Hajj, Member
Members Absent:
Allen Carlisle, Clerk
Administration present:
Dr. Pat Shaw, Superintendent and Secretary to the Board
Karl Christensen, Assistant Superintendent, Business Services
Minnie Malin, Assist Superintendent, Human Resources/Pupil Services
Kristin Baranski, Director of Curriculum and Assessment
Christina Becker, Director of Facilities and Maintenance (via teleconference)
Linda Vail, Executive Assistant and Recording Secretary

B. APPROVAL OF AGENDA

It was moved and seconded to approve the agenda.

Motion: El-Hajj Second: Ryan Vote: 4-0

C. PUBLIC COMMUNICATION

During this time, citizens are invited to address the Board of Education about any item on this special meeting agenda. There were no comments.

D. CONSENT ITEMS

1. **Adoption of Resolution #1011-07 Opposing California State Proposition 19**
Member Ryan moved to adopt resolution #1011-07 opposing California State Proposition 19.
Motion: Ryan Second: El-Hajj Vote: 4-0

E. BOARD WORKSHOP ON THE SANTEE SCHOOL DISTRICT CAPITAL IMPROVEMENT PROGRAM: DISCUSSION AND/OR ACTION ITEMS

1. Capital Improvement Program Update and Board Direction on Certain Funding Issues

Karl Christensen provided an update on the Capital Improvement Program and various scenarios for initiation of modernization work as funding becomes available. There were three areas to discuss with the Board:

1. If the District should proceed with contracting for the joint use library tech buildings at PRIDE Academy and Sycamore Canyon to obtain partial state funding before the deadline of December 8, 2010,
2. If the District should proceed with applying for school construction bonds to maximize the available dollars so a limited amount of modernization work could be completed this summer, and
3. Begin discussion of consideration of the order of work to be done if funding becomes available.

Mr. Christensen provided reports showing the CIP expenditures through September 30, 2010; CIP Cash Flow and Remaining Commitments; State grant unfunded approvals and probable timing of funding. We are anticipating getting the facility hardship funds before the end of the year. The total remaining on the unfunded approval list to be allocated is \$35.1 million. The State would need to fund \$850 million in order

to be able to fund our projects and only has \$70 million to apportion in December. We don't know when the State will issue more bonds to be able to fund all unfunded projects.

He reported that the partial State funding for PRIDE Academy and Sycamore Canyon Joint Use Projects (Phase III work) will expire on December 8, 2010. Work must be contracted by that date, or the District will not be able to receive those dollars to help fund those two projects. There is also an additional dilemma regarding moving forward on these two projects and list of pros and cons was provided to the Board members. Mr. Christensen asked the Board if they wished to initiate a contract by the December 8th deadline, which would commit the District to a project that costs over \$4 million in order to receive state grant funds of \$900,000. There is no guarantee that these funds will be available in the future. If the Board decided to let these funds expire, Christina Becker can reapply in March 2011 but the District would need to find a partner that is on their approved list such as the City Parks and Recreation, the YMCA, or the Boys and Girls Club. She predicts the program will change in 2012 with modified rules.

GO Bonding Capacity and Scenarios for Expedited Issuance

Karl Christensen shared ways the District could maximize funding for the Capital Improvement Program. There is \$18.9 million remaining authorization for GO bonds. A report was provided showing the assessed valuation growth over the past several years, an average of 7% annually. Going forward, the growth will not be this large. He provided an outline of the tax rate which showed the limit that is preventing us from issuing the remaining bonds at this time.

If State funds come in, our first priority is to pay off the existing BAN. Once this is paid off, we can issue a new BAN as a Qualified School Construction Bond, with zero net interest cost to us. After five years, we would need to issue a bond to pay the BAN off. There is a risk if the assessed valuation does not grow enough to issue the bonds and could cause a burden on the general fund.

CIP Sources and Uses and Possible Funding for Phase II Work

Mr. Christensen provided an overview of the entire CIP program and a report showing the possibilities if the funding mentioned previously was possible, including estimates for the additional modernization, the joint use library/technology centers, and two new classroom additions planned at Hill Creek and Chet F. Harritt. With all of the projected modernization and construction, the District would be \$ 3.4 million short in funding, with the assumption that we will receive all of the GO bond funds. He shared combinations of projects that could be considered if funding becomes available to begin projects. We would need to receive \$15.9 million in State grant funds, in addition to the Go Bond funds and State hardship funds to do all of the projects, not including the two joint use library/tech centers at PRIDE Academy and Sycamore Canyon. There was some discussion about ways to provide students at PRIDE Academy and Sycamore Canyon with some of the same technology environment without the new buildings at this time. Mr. Christensen recommended to not contract for the two joint use projects at this time because it is a considerable cost that will be difficult to fit into the projected funding.

Board members discussed if they should move forward with the two joint use projects or release the encumbered joint use funds and reapply at a later date. Member Bartholomew said he believes that decisions should not be made to move forward impulsively and under pressure. Mr. Webb, from Trittipo Architecture, shared with the Board that other options, such as using modular pre-fabricated steel buildings, could allow the two joint use buildings to be completed at a much lower cost. Member El-Hajj is concerned about moving forward knowing the condition of Chet F. Harritt, PRIDE Academy, and Hill Creek and the need to modernize those schools. President Burns cannot support the two joint use buildings at this time because of the uncertainty at the State level. Board members concurred not to move forward with a contract for the two joint use library/tech buildings.

Board members would like to have additional information about modular buildings provided at a future meeting.

2. Adoption of Resolution #1011-08 Authorizing the Filing of an Application for \$15 Million in Qualified School Construction Bonds

Mr. Christensen reported if a QSCB was issued as a BAN and the original BAN was paid off, it would be possible to do a selected combination from the provided list, totaling about \$9 million. Submitting the application just reserves the spot for us and does not commit the District to anything. He recommended moving forward in order to reserve the funds in the event that grant funds are received to complete a couple of modernization projects during the summer months. Member Ryan moved to authorize an

application for \$15 million in Qualified School Construction Bonds. Member Bartholomew wanted to assure that this item just allows the District to move forward to apply and does not hold us to obtaining the funds if approved. He is supportive to move forward with the application but is not certain he would support the additional debt if the application is approved. President Burns is not in favor of additional long-term debt at this time but will support the application process only.

Motion: **Ryan** **Second:** **El-Hajj** **Vote:** **4-0**

E. CLOSED SESSION

President Burns reported the Board would meet in closed session for:

1. **Conference with Legal Counsel-Existing Litigation**
 (Subdivision (a) of Gov't Code §54956.9)
 Case # 37-2009-00083936-CU-CO-CTL

F. RECONVENE TO PUBLIC SESSION

The Board reconvened to public session. No action was reported.

G. ADJOURNMENT

The October 26, 2010 special meeting was adjourned.

Consent Item D.2.1. Approval/Ratification of Travel Requests
Prepared by Karl Christensen
January 4, 2011

BACKGROUND:

In accordance with BP 3350 of the Board of Education, an employee may attend conventions, conferences, or meetings of boards, committees, and commissions; to travel for the purpose of recruiting personnel; to visit other school districts; to appear before legislative committees; and to perform other out-of-district travel which is in the best interests of the school district and which assists employees to perform their jobs successfully.

In accordance with Sections 35044, 35172, and 35173 of the Education Code, the Board of Education shall provide for payment of travel expenses for any representative of the Board when performing services on behalf of the District. In the summer of 2008, following implementation of the Formatta Software, a network-based paperless forms travel processing solution was introduced District-wide in accordance with BP 3350 and AR 3350.

A list of travel and professional staff events is presented for the Board's review and approval/ratification. Included on the report are dates, names of meetings and locations, and either categorical, grant, or general funding sources that support such travel.

A list of requests for travel which require air travel, and/or an overnight stay and/or are out of the State will be reviewed and approved by the Executive Council or Superintendent and submitted for Board of Education approval **prior** to the travel date.

RECOMMENDATION:

It is recommended that the Board of Education approve/ratify the Travel Report for personnel requesting travel on the attached schedule.

This recommendation supports the following District goal:

- Establish a staff development program as the cornerstone of effective instructional programs and employee performance.

FISCAL IMPACT:

The estimated travel expenses are \$10,259, plus substitute costs of \$1,470, as disclosed on the following page.

STUDENT ACHIEVEMENT IMPACT:

This is a fiscal item. All fiscal resources impact student achievement.

Motion:		Second:		Vote:		Agenda Item D.2.1.
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Board Travel Report - January 4, 2011

Travel Dates	Attendees	Site or Dept	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Overnight, Out-of-State, Air Travel
Tuesday, 01/11/11	Jeanne Petree	CO	Preschool English Learner with Disabilities or Other Special Needs	SOCOE	\$0	\$34	Special Education	This workshop will focus on preschool learning foundations for English language students with disabilities.
Monday, 01/24/11	Terry Heck Lance Bradshaw Ana Hubbell Sarah Mowrey Lynne McCarthy Lea Hallinan Andre White Cindi Crandall Kirsten Stretton Mary Shirley Susie Kiley	CH PD PD PD HC PA PA PA CP HC HC	On the Road to College	San Diego	\$0 \$105 \$0 \$105 \$105 \$105 \$105 \$0 \$0 \$105	\$493 \$493 \$493 \$493 \$493 \$493 \$493 \$493 \$493 \$493	Santee Cares Grant Santee Cares Grant Santee Cares Grant Santee Cares Grant Santee Cares Grant Santee Cares Grant Santee Cares Grant Santee Cares Grant Santee Cares Grant Santee Cares Grant Santee Cares Grant	This workshop shows how data and support for children make a difference in career and college choices / information.
Wed-Thurs, 01/26/11 - 01/27/11	Melanie Hirahara Tom Higgins Carrie Thompson Joey Sutura		Early Mental Health Initiative Annual Training	San Diego	\$105 \$105 \$0 \$105	\$400 \$400 \$400 \$400	PIP PIP PIP PIP	Annual training focused on Early Mental Health and Learning - a requirement of the grant.
Wednesday, 12/15/10	Christina Becker	Maint/Opers	State allocation Board Meeting	Sacramento	\$0	\$183	Facilities	Ms. Becker represented the District at the State Allocation Board (SAB) meeting. The SAB apportioned \$35,096,479 for the 12 projects the District had on the Unfunded Approval List.
Monday, 02/21/11	Christina Becker	Maint/Opers	C.A.S.H. Annual Conference on School Facilities	Sacramento	\$0	\$1,843	Facilities	This conference provides information on school facilities funding advocacy and state allocation Board meeting.
Thurs-Sun, 03/10/11 - 03/13/11	Vai Iverson Jill Schmitt	CO CO	National Science Teachers Association	San Francisco	\$210 \$210	\$588 \$588	GATE GATE	This conference will focus on science in the classroom with presentations on accessing language through science and mathematics content and building scientific minds with inspiring teaching and effective learning.

Consent Item D.2.2. Approval/Ratification of Expenditure Warrants
 Prepared by Karl Christensen
 January 4, 2011

BACKGROUND:

Warrants issued by the District are required by law to be approved or ratified by the Board of Education.

Commercial Warrants issued for the period of November 2010:

<u>Fund #/Name</u>	<u>Warrant #'s</u>	<u>Amount</u>
03/06 General	12-839365 TO 12-849123	\$350,583.15
09 00	N/A	\$0.00
12 06	12-846311 TO 12-846312	\$476.00
13 00	12-839386 TO 12-840924	\$113,039.38
14 00	N/A	\$0.00
21 09	N/A	\$0.00
21 39 / 21 08	N/A	\$0.00
25 18	12-839407 TO 12-846959	\$13,831.26
25 38	N/A	\$0.00
40 00	12-839409 TO 12-846314	\$14,727.52
63 00	12-839410 TO 12-849124	\$5,100.09
		\$497,757.40

Student Body Warrants issued for the period of November 2010: **\$2,730.80**

Payroll Warrant #'s beginning 10-359369 through 10-360144 and 10-933101 through 10-933168:

<u>Fund #/Name</u>	<u>Amount</u>
03 00	\$2,624,942.25
06 00	\$803,907.19
12 06	\$20,864.33
13 00	\$70,862.75
25-18	\$0.00
63 00	\$159,404.42
\$3,679,980.94	

RECOMMENDATION:

Administration recommends that the Board approve the expenditure warrants for the month of November as presented.

This recommendation supports the following District goal:

- Pursue actively the funding and resources to fulfill our mission and maintain fiscal solvency.

FISCAL IMPACT:

The fiscal impact of commercial, student body, and payroll expenditure warrants total \$500,488.20 and is disclosed above.

STUDENT ACHIEVEMENT IMPACT:

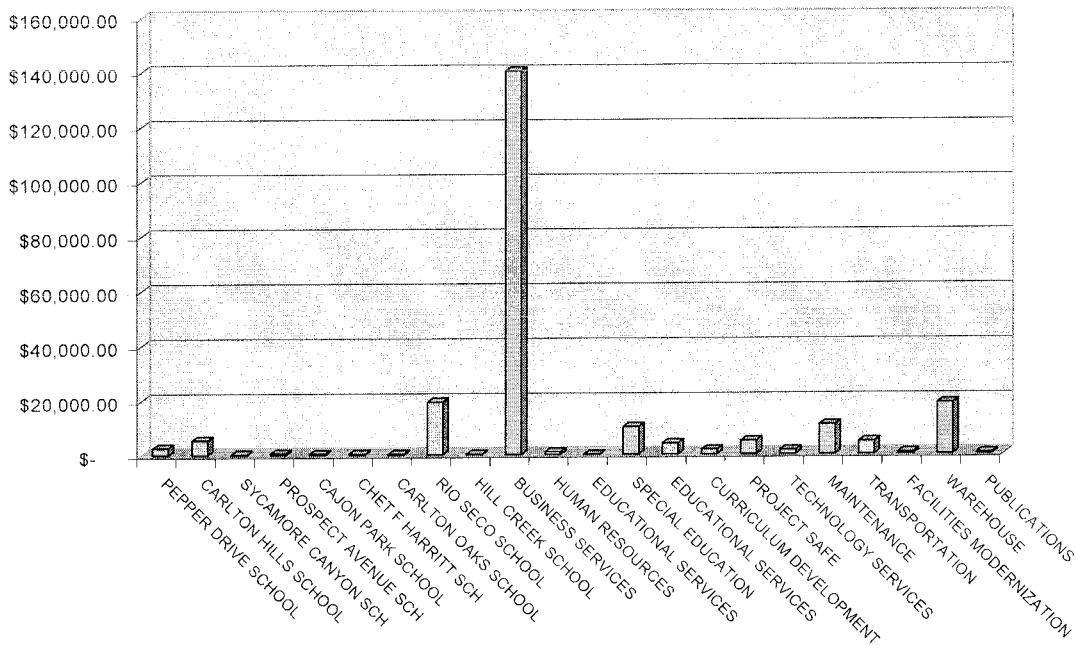
This is a fiscal item. All fiscal resources impact student achievement.

Motion:		Second:		Vote:		Agenda Item D.2.2.
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BACKGROUND:

A numerical listing of purchase orders, including the date issued, the name of the vendor, a general description of items requested, and the anticipated cost of the purchase is attached for the review and approval of the Board of Education. Actual copies of the purchase orders are available for review upon request. As a part of the report, any payment to vendors that increases the amount of the purchase order by 10% or more, or change orders that increase the amount of the bid, will be presented for Board approval/ratification.

**PURCHASE ORDER REPORT
 NOVEMBER 2010**



- The Business Services and Special Education purchase orders include payments for various professional services needed for District operations such as specialized consulting.

RECOMMENDATION:

Administration recommends approval of purchase orders #100631 through #100725 issued November 1, 2010 through November 30, 2010.

This recommendation supports the following District goal:

- Pursue actively the funding and resources to fulfill our mission and maintain fiscal solvency.

FISCAL IMPACT:

The fiscal impact of \$229,201.01 is disclosed on the following pages.

STUDENT ACHIEVEMENT IMPACT:

This is a fiscal item. All fiscal resources impact student achievement.

Motion:		Second:		Vote:		Agenda Item D.2.3.
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LOCATION LIST 2010-11

01	Santee School	76	Transportation
02	Pepper Drive School	78	Warehouse
03	Carlton Hills School	90	Central Kitchen
04	Sycamore Canyon School	92	Publications
05	Prospect Avenue School	97	District Wide
06	Cajon Park School	100	Summer School
07	Chet F. Harritt School	108	Carlton Oaks Summer School
08	Carlton Oaks School	110	Hill Creek Summer School
09	Rio Seco School		
10	Hill Creek School		
11	Cajon Park Annex		
12	Prospect Avenue Annex		
26	Cajon Park Junior High		
60	Board of Education		
62	Superintendent		
64	Business Services		
65	Personnel		
66	Educational Services		
67	Special Education, Centralized		
68	Special Projects, Centralized		
69	Professional Development		
70	Student Support Services		
71	Library Media Services		
72	Project SAFE		
73	Technology		
74	Operations		
75	Maintenance		

Fund Numbers

03 00	General - Unrestricted
06 00	General - Restricted
12 06	Child Development Fund
13 00	Cafeteria Fund
14 00	Deferred Maintenance Fund
17 42	Special Reserve - Other Than Cap/Out
21 09	Other Building Fund
21 10	Building Fund
25 18	Capital Facilities Account Fund
25 24	Capital Projects Fund
25 38	Capital Facilities Redevelopment
30 00	State School Building Fund
40 00	(Modernization) and Lease/Purchase Special Reserve Fund - Capital Projects
53 26	Tax Override Fund - SSBF
67 30	Deductible Ins Loss Fund

M = Monthly Blanket
A = Annual Blanket
L = Lottery

PURCHASE ORDER EXCEEDED BY 10%
FOR THE MONTH OF NOVEMBER 2010

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
100023	7/11/2010	03-00	STATE OF CA. DEPT OF JUSTICE	097	FINGERPRINTING SERVICES	\$3,000.00
					INCREASED ANNUAL	\$4,000.00
					NEW TOTAL	\$7,000.00
100123	7/14/2010	03-00	SCHOOL HEALTH CORPORATION	010	HEALTH OFFICE SUPPLIES	\$110.38
					OVER 10% - SHIPPING CHARGES	\$16.17
					NEW TOTAL	\$126.55
100585	10/22/2010	03-00	CASC	010	REGISTRATION FEES	\$179.00
					OVER 10% - CHG'D PO FEE	\$20.00
					NEW TOTAL	\$199.00
100661	11/4/2010	03-00	CURRICULUM ASSOC. INC.	008	CLASSROOM MATERIALS	\$47.45
					OVER 10% - SHIPPING CHARGES	\$7.95
					NEW TOTAL	\$55.40

PURCHASE ORDER LISTING - NOVEMBER 2010
BY SITE

PO NBF	DATE	FUND	VENDOR	DESCRIPTION	AMOUNT	LOC	LOCATION
100674	11/8/2010	6	TROXELL COMMUNICATIONS INC	ELECTRONIC EQUIP PARTS	\$ 983.92	002	PEPPER DRIVE SCHOOL
100712	11/19/2010	6	SACRAMENTO COUNTY OFFICE OF	CLASSROOM MATERIALS	\$ 1,610.81	002	PEPPER DRIVE SCHOOL
				TOTAL	\$ 2,594.73		PEPPER DRIVE SCHOOL
100655	11/3/2010	3	DELL MARKETING L.P.	COMPUTER LAPTOP	\$ 944.37	003	CARLTON HILLS SCHOOL
100662	11/4/2010	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$ 226.82	003	CARLTON HILLS SCHOOL
100672	11/8/2010	3	TROXELL COMMUNICATIONS INC	ELECTRONIC EQUIPMENT PARTS	\$ 633.84	003	CARLTON HILLS SCHOOL
100719	11/29/2010	3	YANKEE CANDLE FUNDRAISING	6TH GR. CAMP FUNDRAISER - CH	\$ 3,602.98	003	CARLTON HILLS SCHOOL
				TOTAL	\$ 5,408.01		CARLTON HILLS SCHOOL
100718	11/29/2010	3	SKEDADDLE FUNDRAISERS	6TH GRADE CAMP FUNDRAISER-SC	\$ 245.00	004	SYCAMORE CANYON SCH
				TOTAL	\$ 245.00		SYCAMORE CANYON SCH
100693	11/18/2010	6	TROXELL COMMUNICATIONS INC	EQUIP. REPL. PARTS	\$ 310.71	005	PROSPECT AVENUE SCH
100694	11/18/2010	6	TROXELL COMMUNICATIONS INC	EQUIP. REPL. PARTS	\$ 310.71	005	PROSPECT AVENUE SCH
				TOTAL	\$ 621.42		PROSPECT AVENUE SCH
100677	11/9/2010	3	AVID REGION 9	PROF. DEVELOPEMENT FEES 10/11	\$ 400.00	006	CAJON PARK SCHOOL
				TOTAL	\$ 400.00		CAJON PARK SCHOOL
100668	11/5/2010	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$ 65.49	007	CHET F HARRITT SCH
100679	11/10/2010	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$ 246.97	007	CHET F HARRITT SCH
				TOTAL	\$ 312.46		CHET F HARRITT SCH
100661	11/4/2010	3	CURRICULUM ASSOCIATES INC	CLASSROOM MATERIALS	\$ 47.45	008	CARLTON OAKS SCHOOL
100682	11/10/2010	3	DEMCO INC	SUPPLIES	\$ 84.26	008	CARLTON OAKS SCHOOL
100683	11/10/2010	3	FOLLETT SOFTWARE COMPANY	LIBRARY SUPPLIES	\$ 81.13	008	CARLTON OAKS SCHOOL
100720	11/30/2010	3	DELL MARKETING L.P.	PRINTER CARTRIDGE	\$ 59.02	008	CARLTON OAKS SCHOOL
				TOTAL	\$ 271.86		CARLTON OAKS SCHOOL
100636	11/2/2010	3	SUPERINTENDENT OF SCHOOLS	SCIENCE FIELD DAY - RS	\$ 400.00	009	RIO SECO SCHOOL
100663	11/4/2010	3	APPLE COMPUTER INC	CLASSROOM EQUIPMENT	\$ 11,504.66	009	RIO SECO SCHOOL
100676	11/9/2010	3	SKEDADDLE FUNDRAISERS	6TH GRADE CAMP FUNDRAISER	\$ 5,616.00	009	RIO SECO SCHOOL
100680	11/10/2010	3	MISSION SAN LUIS REY	ADMISSIONS	\$ 428.00	009	RIO SECO SCHOOL
100681	11/10/2010	3	VIRCO MANUFACTURING CORP	TABLES & CHAIRS	\$ 1,083.28	009	RIO SECO SCHOOL
100690	11/17/2010	3	FRIENDS OF MISSION SAN MIGUEL	DONATIONS FROM RIO SECO	\$ 105.50	009	RIO SECO SCHOOL
100721	11/30/2010	3	SKEDADDLE FUNDRAISERS	6TH GR. CAMP FUNDRAISER - RS	\$ 213.00	009	RIO SECO SCHOOL
				TOTAL	\$ 19,350.44		RIO SECO SCHOOL
100671	11/8/2010	3	BARONA CULTURAL MUSEUM	ADMISSIONS	\$ 231.00	010	HILL CREEK SCHOOL
				TOTAL	\$ 231.00		HILL CREEK SCHOOL
100670	11/5/2010	3	DELL MARKETING L.P.	DOCKING STATION FOR LAPTOP	\$ 101.78	064	BUSINESS SERVICES
100678	11/9/2010	3	OFFICEMAX CONTRACT INC	OFFICE SUPPLIES - ALL SITES	\$ 2,805.21	064	BUSINESS SERVICES
100699	11/18/2010	3	ROEL CONSULTING SERVICES	LEGAL SVCS - SWAP MATTER	\$ 3,325.00	064	BUSINESS SERVICES
100700	11/18/2010	3	TM FINANCIAL FORENSICS	LEGAL SVCS - SWAP MATTER	\$ 4,214.95	064	BUSINESS SERVICES
100701	11/18/2010	25	18 WELLS FARGO BANK	COPS ADMIN CHARGES	\$ 1,800.00	064	BUSINESS SERVICES
100702	11/18/2010	3	MARKS GOLIA & FINCH, LLP	LEGAL SVCS - SWAP MATTER	\$ 120,804.30	064	BUSINESS SERVICES
100703	11/18/2010	3	FEDERAL EXPRESS CORPORATION	OVERNIGHT MAIL SERVICES	\$ 206.24	064	BUSINESS SERVICES

100704	11/18/2010	3	KEENAN & ASSOCIATES	P & L ADMIN. FEES	\$	1,500.00	064	BUSINESS SERVICES
100705	11/18/2010	3	CHEAPOS PRINTING	ATTENDANCE SIGNS	\$	874.35	064	BUSINESS SERVICES
100706	11/18/2010	3	PC MALLGOV	SOFTWARE LICENSES	\$	90.31	064	BUSINESS SERVICES
100713	11/19/2010	3	6 OFFICE DEPOT INC	OFFICE SUPPLIES - ALL SITES	\$	3,999.89	064	BUSINESS SERVICES
100714	11/19/2010	12	6 OFFICE DEPOT INC	OFFICE SUPPLIES-STATE PRE-SCH	\$	525.40	064	BUSINESS SERVICES
100715	11/19/2010	63	OFFICE DEPOT INC	OFFICE SUPPLIES - PROJ. SAFE	\$	142.14	064	BUSINESS SERVICES
				TOTAL	\$	140,389.57		BUSINESS SERVICES
100642	11/2/2010	3	DELTACARE PMI	COBRA DENTAL PYMT	\$	227.61	065	HUMAN RESOURCES
100669	11/5/2010	3	DELL MARKETING L.P.	PRINTER SUPPLIES	\$	100.04	065	HUMAN RESOURCES
100717	11/29/2010	3	DELL MARKETING L.P.	COMPUTER	\$	672.42	065	HUMAN RESOURCES
				TOTAL	\$	1,000.07		HUMAN RESOURCES
100707	11/19/2010	3	FEDERAL EXPRESS CORPORATION	OVERNIGHT SHIPPING CHARGES	\$	29.30	066	EDUCATIONAL SERVICES
				TOTAL	\$	29.30		EDUCATIONAL SERVICES
100659	11/3/2010	6	EPSTEIN, LAURIN	CONSULTANT SERVICES	\$	617.50	067	SPECIAL EDUCATION
100660	11/4/2010	6	ASELTINE SCHOOL	NPS SERVICES	\$	3,611.58	067	SPECIAL EDUCATION
100684	11/10/2010	6	INSTITUTE FOR EFFECTIVE	NPS SERVICES	\$	4,910.85	067	SPECIAL EDUCATION
100697	11/18/2010	6	CAJON PARK PTSA	SPEC. ED T-SHIRTS 2010/11	\$	267.08	067	SPECIAL EDUCATION
100698	11/18/2010	6	CARLTON OAKS PTA	T-SHIRTS FOR SPEC. ED.	\$	594.00	067	SPECIAL EDUCATION
100716	11/19/2010	6	HANNAMAN, DR. JOHN S.	CLASSROOM MATERIALS	\$	187.92	067	SPECIAL EDUCATION
				TOTAL	\$	10,188.93		SPECIAL EDUCATION
100673	11/8/2010	3	FINELINE GRAFIX	INSTALLATION OF BANNER FOR EAK	\$	100.00	068	EDUCATIONAL PROJECTS
100695	11/18/2010	3	EDUCATIONAL TESTING SERVICES	STAR TESTING	\$	4,000.00	068	EDUCATIONAL PROJECTS
100692	11/18/2010	6	EAST COUNTY SELPA	REGISTRATION FEES	\$	45.00	069	EDUCATIONAL SERVICES
				TOTAL	\$	4,145.00		EDUCATIONAL SERVICES
100654	11/3/2010	6	DELL MARKETING L.P.	COMPUTER LAPTOP	\$	944.36	070	CURRICULUM DEVELOPMENT
100656	11/3/2010	3	DELL MARKETING L.P.	COMPUTER EQUIPMENT	\$	101.78	070	CURRICULUM DEVELOPMENT
100657	11/3/2010	3	DELL MARKETING L.P.	COMPUTER	\$	682.87	070	CURRICULUM DEVELOPMENT
				TOTAL	\$	1,729.01		CURRICULUM DEVELOPMENT
100696	11/18/2010	63	SKEDADDLE FUNDRAISERS	FUNDRAISER FOR PROJ. SAFE	\$	4,969.00	072	PROJECT SAFE
				TOTAL	\$	4,969.00		PROJECT SAFE
100643	11/2/2010	3	CDW GOVERNMENT INC	COMPUTER EQUIP/LICENSES	\$	1,434.56	073	TECHNOLOGY SERVICES
100644	11/2/2010	3	6 PC MALLGOV	SOFTWARE LICENSE - CO	\$	83.18	073	TECHNOLOGY SERVICES
100658	11/2/2010	3	PC MALLGOV	SOFTWARE LICENSE - CH	\$	41.59	073	TECHNOLOGY SERVICES
				TOTAL	\$	1,559.33		TECHNOLOGY SERVICES
100631	11/2/2010	6	DECKER EQUIPMENT	CLASSRM MAINT. SUPPLIES-CP, CO	\$	499.41	075	MAINTENANCE
100632	11/2/2010	6	ADVANCE PLUMBING CO	PLUMBING MAINT. - HC	\$	270.00	075	MAINTENANCE
100633	11/2/2010	6	DIXIELINE LUMBER COMPANY	REPL DOOR/HDWARE - RS	\$	200.36	075	MAINTENANCE
100634	11/2/2010	6	DUNN EDWARDS CORPORATION	PAINTING SUPPLIES - RS	\$	1,012.58	075	MAINTENANCE
100635	11/2/2010	6	DUNN EDWARDS CORPORATION	PAINTING SUPPLIES - CFH	\$	1,132.89	075	MAINTENANCE
100637	11/2/2010	3	EWING IRRIGATION PRODUCTS	LITTLE ROCK PK IRRIGATION-CFH	\$	1,797.68	075	MAINTENANCE
100638	11/2/2010	3	EWING IRRIGATION PRODUCTS	LITTLE ROCK PK IRRIGATION-CFH	\$	876.22	075	MAINTENANCE
100639	11/2/2010	6	EWING IRRIGATION PRODUCTS	IRRIGATION SUPPLIES - PD & HC	\$	832.66	075	MAINTENANCE
100640	11/2/2010	6	CITY ELECTRIC SUPPLY COMPANY	BALLASTS - PD & CPJH	\$	3,898.69	075	MAINTENANCE
100641	11/2/2010	6	ALL CITIES PEST CONTROL	WASP EXTERMINATION - PD	\$	250.00	075	MAINTENANCE

100675	11/9/2010	6	DIXIELINE LUMBER COMPANY	DOOR REPLMT AT CH. OF COMM-SS	\$	188.95	075	MAINTENANCE
				TOTAL	\$	10,959.44		MAINTENANCE
100645	11/3/2010	6	DION INTERNATIONAL TRUCKS LLC	BUS REPAIRS & MAINTENANCE	\$	708.50	076	TRANSPORTATION
100646	11/3/2010	6	EW TRUCK & EQUIPMENT CO INC	BUS REPAIRS & MAINTENANCE	\$	408.08	076	TRANSPORTATION
100647	11/3/2010	6	ROBBINS GLASS OF SAN DIEGO	BUS REPAIRS & MAINTENANCE	\$	248.55	076	TRANSPORTATION
100648	11/3/2010	6	THE LIGHTHOUSE	SHOP SUPPLIES	\$	60.50	076	TRANSPORTATION
100649	11/3/2010	6	INTERSTATE BATTERY OF	SHOP SUPPLIES	\$	61.72	076	TRANSPORTATION
100650	11/3/2010	6	A-Z BUS SALES, INC.	BUS REPAIRS & MAINTENANCE	\$	79.99	076	TRANSPORTATION
100651	11/3/2010	6	GROSSMONT UNION HIGH	OUTSIDE BUS TRANS. SERVICES	\$	198.85	076	TRANSPORTATION
100652	11/3/2010	6	TIRE CENTERS, LLC	BUS REPAIRS & MAINTENANCE	\$	904.66	076	TRANSPORTATION
100653	11/3/2010	6	CAJON VALLEY UNION SCHOOL	OUTSIDE BUS TRANS. SERVICES	\$	390.10	076	TRANSPORTATION
100687	11/17/2010	6	RELIABLE TIRE INC	DISPOSAL FEES	\$	102.00	076	TRANSPORTATION
100688	11/17/2010	6	EXPRESS PERFORMANCE CENTER	VEHICLE REPAIRS	\$	596.41	076	TRANSPORTATION
100689	11/17/2010	6	KIRKS RADIATOR	BUS REPAIRS	\$	459.35	076	TRANSPORTATION
100708	11/19/2010	6	BEARCOM WIRELESS	BUS RADIO REPAIRS	\$	195.00	076	TRANSPORTATION
100709	11/19/2010	6	THE LIGHTHOUSE	BUS REPAIRS & MAINTENANCE	\$	20.39	076	TRANSPORTATION
100710	11/19/2010	6	NORTH COUNTY REBUILDERS	BUS REPAIRS & MAINTENANCE	\$	289.41	076	TRANSPORTATION
100711	11/19/2010	6	INTERSTATE BATTERY OF	EQUIPMENT REPL. PARTS	\$	74.98	076	TRANSPORTATION
				TOTAL	\$	4,798.49		TRANSPORTATION
100664	11/5/2010	6	STATE OF CALIFORNIA	ELEVATOR PERMITS - CO, CH, RS	\$	675.00	077	FACILITIES MODERNIZATION
				TOTAL	\$	675.00		FACILITIES MODERNIZATION
100665	11/5/2010	3	CAMEO PAPER & JANITORIAL	STORES SUPPLIES	\$	2,544.75	078	WAREHOUSE
100666	11/5/2010	3	MISSION JANITORIAL SUPPLIES	STORES SUPPLIES	\$	376.62	078	WAREHOUSE
100667	11/5/2010	3	WAXIE SANITARY SUPPLY	STORES SUPPLIES	\$	293.95	078	WAREHOUSE
100691	11/17/2010	3	UNISOURCE CORPORATION	STORES SUPPLIES	\$	14,115.75	078	WAREHOUSE
100722	11/30/2010	3	SPORT SUPPLY GROUP INC	STORES SUPPLIES	\$	368.66	078	WAREHOUSE
100723	11/30/2010	3	WAXIE SANITARY SUPPLY	STORES SUPPLIES	\$	687.74	078	WAREHOUSE
100724	11/30/2010	3	CAMEO PAPER & JANITORIAL	STORES SUPPLIES	\$	260.84	078	WAREHOUSE
100725	11/30/2010	3	UNITED HEALTH SUPPLIES	STORES SUPPLIES	\$	192.49	078	WAREHOUSE
				TOTAL	\$	18,840.80		WAREHOUSE
100685	11/15/2010	3	LITHO EQUIPMENT SERVICE	EQUIP. PARTS, YRLY SVC & MAINT	\$	438.15	092	PUBLICATIONS
100686	11/15/2010	3	L A GRINDING	EQUIP. MAINT. & REPAIRS	\$	44.00	092	PUBLICATIONS
				TOTAL	\$	482.15		PUBLICATIONS
					\$	\$229,201.01		

Consent Item D.2.4. Approval/Ratification of Revolving Cash Report
Prepared by Karl Christensen
January 4, 2011

BACKGROUND:

The Revolving Cash Fund of \$15,000 is used for prompt payment to vendors and saves the costs associated with processing payments of small amounts through the County Superintendent of Schools. The attached report of numerical listings by check number include the issue date, name of payee, a general description of items purchased, and the amount of the check.

RECOMMENDATION:

Administration recommends approval of checks #22167 through #22170 on the \$15,000 Revolving Cash Account.

This recommendation supports the following District goal:

- Pursue actively the funding and resources to fulfill our mission and maintain fiscal solvency.

FISCAL IMPACT:

The fiscal impact is \$450.00 as disclosed on the following report.

STUDENT ACHIEVEMENT IMPACT:

This is a fiscal item. All fiscal resources impact student achievement.

Motion:		Second:		Vote:		Agenda Item D.2.4.
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**SANTEE SCHOOL DISTRICT
REVOLVING CASH REPORT- \$15,000**

Date	Number	Name	Memo	Amount
11/30/10	22167	Wai-Mart	Lorene Foster Children's Fund	150.00
11/30/10	22168	Wai-Mart	Lorene Foster Children's Fund	125.00
12/06/10	22169	Wai-Mart	Lorene Foster Children's Fund	100.00
12/07/10	22170	Von's	Lorene Foster Children's Fund	75.00
		Total Checks Written		\$450.00
		Total to be Reimbursed		\$450.00

Consent Item D.2.5. Acceptance of Donations
 Prepared by Karl Christensen
 January 4, 2011

BACKGROUND:

Board of Education policy #3290 specifies that gifts and donations, with a value over \$50, must be officially received by the Board of Education. The following donations have been offered to the District:

<i>Item</i>	<i>Approximate Value</i>	<i>Donated By</i>	<i>Designated For Use At</i>
Miscellaneous Office Supplies and Equipment such as carts, screen partitions, waste baskets, whiteboards, office chairs, binders, display boards, desk supplies, shredder, corkboards, bankers boxes, clocks, calculators, staplers, easels, fans, tables, sofa, VCR, and other various office supplies.	\$2,500.00	The Hartford	Districtwide
Funds to Support the Instructional Program and Supplement Classroom Supplies as follows:			
Netbook Computers	\$1,000.00	Santee School District Foundation	Cajon Park School
Reusable Solar Cars – 8 th Grade Science Program	\$1,000.00		Hill Creek School
Mini Grants	\$1,000.00		PRIDE Academy at Prospect Avenue
Preschool Playground Equipment	\$1,000.00		Sycamore Canyon
Funds to Support the Arts Attack Program	\$215.00	Tammy Morgan	Hill Creek School
Funds for Document Cameras and LCD Projectors (7)	\$1,000.00	Santee School District Foundation	Rio Seco School
	\$5,252.15	Rio Seco PTSA	
Funds to Support the Instructional Program (\$200) and Supplement Athletic Supplies (\$100)	\$300.00	Charles C. Leix	Sycamore Canyon School
TOTAL DONATIONS RECEIVED	\$13,267.15		

RECOMMENDATION:

Administration recommends acceptance of the donations listed above for the District.

This recommendation supports the following District goals:

- Assure the highest level of educational achievement for all students.
- Pursue actively the funding and resources to fulfill our mission and maintain fiscal solvency.

FISCAL IMPACT:

The donations above are valued at \$13,267.15.

STUDENT ACHIEVEMENT IMPACT:

This is a fiscal item. All fiscal resources impact student achievement.

Motion:		Second:		Vote:		Agenda Item D.2.5.
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Consent Item D.2.6. Approval of Uniform Complaint Quarterly Report Required by the Williams Settlement

Prepared by Karl Christensen
January 4, 2011

BACKGROUND:

The Williams Settlement requires school districts to submit quarterly reports to the San Diego County Office of Education (SDCOE) on complaints each district has received related to instructional materials, emergency facilities issues, and teacher vacancies and mis-assignments. The report must include the number of complaints in each area that have been received, resolved, and unresolved. The report must be publicly reported on a quarterly basis at a regularly scheduled meeting of the district’s governing board (Ed Code § 35186(d)) and is due to SDCOE thirty (30) days following the close of each quarter.

SANTEE SCHOOL DISTRICT Uniform Complaint Quarterly Report September 1, 2010 through December 31, 2010			
	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy and Mis-assignment	0	0	0
Total	0	0	0

RECOMMENDATION:

It is recommended that the Board of Education approve the Uniform Complaint Report for the quarter ending December 31, 2010 and authorize administration to submit the report to SDCOE.

FISCAL IMPACT:

There is no direct fiscal impact but there is staff in-kind time involved in researching, assembling, and developing this report.

STUDENT ACHEIVEMENT IMPACT:

The Williams Law mandates that staff engage in procedures that ultimately may have an impact on student achievement.

Motion:		Second:		Vote:		Agenda Item D.2.6.
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Consent Item D.3.1.

Approval of Revised Excel Therapy Agreement
for Language Speech Therapy Services

Prepared by Kristin Baranski
January 4, 2011

BACKGROUND:

Effective December 17, 2010, a full-time, 1.0 FTE, Santee School District Language Speech and Hearing Specialist (LSH) will be retiring. This position will be posted; however, in the interim we must provide this service. As part of a student's Individual Education Program (IEP), language speech therapy services are necessary in order for some special education students to demonstrate educational progress.

Until a permanent employee is hired, Excel Therapy is able to provide the language support needed. Santee School District currently has an approved contract with Excel for the 2010-2011 school year as they are providing a part time (0.50 FTE) LSH specialist. The attached rate schedule includes the current .50 FTE LSH and the addition of the 1.0 FTE due to the retirement of the LSH.

RECOMMENDATION:

Administration recommends that the Board of Education approve the revised agreement with Excel Therapy for language speech services for the term of January 10, 2011 through June 30, 2011.

This recommendation supports the following District goal:

- Assure the highest level of educational achievement for all students.

FISCAL IMPACT:

For the regular school year, language speech therapy services will be at the rate of \$65.00 per hour, 32.5 hours a week, for the 1.0 FTE LSH. Should we be unable to find a permanent employee, the total cost for 2010-2011 will be \$43,940. This would result in a six months savings of approximately \$13,500 compared to a credentialed teacher cost.

STUDENT ACHIEVEMENT:

Language speech therapy services are necessary for some special education students to demonstrate educational progress.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.3.1.

EXHIBIT "A"

Revised 12/3/10

RATE SCHEDULE

1.a- CLIENT will pay COMPANY for the services at the following hourly rates:

*Speech Therapist 1: \$70.00 per hour

This rate include any therapy, meetings and paperwork.

2.a- CLIENT will pay a minimum of 16.25 hrs per week during the term of this agreement.

3.a- Any work beyond the 16.25 hrs per week requires authorization from CLIENT representative.

4.a- Employee/Contractor assigned is Carmen S. Aguilar, with California license #SP16445

1.b- CLIENT will pay COMPANY for the services at the following hourly rates:

*Speech Therapist 2: \$65.00 per hour

This rate include any therapy, meetings, paperwork and CFY supervision and support.

2.b- CLIENT will pay a minimum of 32.5 hrs per week during the term of this agreement.

4.b- Employee/Contractor assigned is Beth M. Migut.

COMPANY:

Excel Staffing Services Inc.

By:

R. Carlos Vieyra
Administrator and Authorized Agent

Date: 12/03/10

CONTRACTOR:

Santee School District

By:

Name: Karl Christensen



SUPPLEMENTAL STAFFING AGREEMENT

CLIENT:	Santee School District	
	("CLIENT")	
Address:	Physical Address:	Mailing Address:
	9625 Cuyamaca St. Santee, CA. 92071	Same
COMPANY:	Excel Staffing Services Inc., DBA Excel Therapy Services, a California Company	
	("COMPANY")	
Address:	Physical Address:	Mailing Address:
	500 W. Harbor Drive, #424 San Diego, CA 92101	8880 Rio San Diego Dr. 8 th floor, #803 San Diego, CA 92108
	Attn: Faye M. Vieyra / R. Carlos Vieyra	Attn: Faye M. Vieyra / R. Carlos Vieyra
Service Agreement Date:	9/22/2010 to 6/30/2011	

THIS SUPPLEMENTAL STAFFING AGREEMENT ("Agreement") is entered into by and between the above-named COMPANY and CLIENT as of the Agreement date set forth above.

WHEREAS, COMPANY has the ability to provide the services of qualified, experienced, professionally licensed and competent Speech-Language Pathologists through its Employees or Independent Contractors ("Employee") and has the ability to provide the services to various health care provider entities and schools districts such as the CLIENT;

WHEREAS, CLIENT requires the services provided by COMPANY; and

WHEREAS, THE PARTIES, intending to be legally bound, agree as follows:

COMPANY SERVICES

Provision of Services. COMPANY shall provide speech therapy services at the address the CLIENT set, upon the request of the CLIENT. COMPANY shall be responsible for screening all its Employees to ensure suitability and eligibility to perform the assignments requested by the CLIENT. Applicable eligibility documentation shall be provided to the CLIENT upon request.

Documentation. COMPANY shall keep and maintain records of all Services rendered as required by federal, state and local laws and regulations and applicable third party payors. CLIENT shall be solely responsible for obtaining any and all consents, releases, and approvals that are required by applicable law or otherwise for the provision of Services, including, without limitation, consents from any applicable payor, the patient, the patient's responsible party or other party.

Qualifications. The COMPANY's assigned employee shall be currently licensed or certified by the State of California and/or the appropriate authority for the assignment requested. COMPANY's Employee shall carry all appropriate documentation including a copy of their valid and unrestricted license or certification. COMPANY shall provide current copies of his professional licensure, annual health screening, and proficiency skills checklists. In addition, COMPANY's Employee shall have knowledge of HIPAA compliance and shall not disclose patient protected health information except as may be required by law. COMPANY shall be responsible for normal obligations of an independent contractor, including but not limited to fulfilling his obligations of federal and state taxes, fulfilling obligations to Social Security, and all other government mandated programs.

Approvals. CLIENT shall designate an individual to whom COMPANY's Employee shall report and upon whose authority COMPANY's Employee shall be entitled to rely for directions and approvals in connection with this Agreement.

Operations and Notice of Adverse Events. COMPANY shall maintain in good standing all federal, state and local licenses and certifications required to operate and provide Services to its clients.

CLIENT RESPONSIBILITIES

Resident Authorization. CLIENT shall consider COMPANY's Employees evaluation and recommendations in its care planning process, subject to the medical orders and recommendations of the patient's physicians. CLIENT shall determine patient eligibility for Services and obtain all authorizations necessary to submit claims for reimbursement on behalf of patients. CLIENT may authorize COMPANY's Employee to assist it in obtaining such authorizations, including, but not limited to, obtaining physician orders and therapeutic informed consent from the patients and/or their responsible parties.

Notice of Adverse Actions. CLIENT and COMPANY shall each, within ten (10) business days after receipt thereof, deliver to the other complete copies of any legal, administrative or governmental surveys,

investigations, reviews, or proceedings initiated against CLIENT or COMPANY with respect to Services provided by COMPANY.

TERM AND TERMINATION

Term. The initial term of this Agreement shall be for a period of one (1) school year and shall commence in full force and effect from the date first set forth above in this Agreement. Notwithstanding anything in this Agreement to the contrary, either party may terminate this Agreement at any time, with or without cause, effective upon delivery to the other party of at least thirty (30) days prior written notice of termination. Additionally, this Agreement may be terminated as follows:

Any party may terminate this Agreement immediately if the other party (a) makes an assignment for the benefit of creditors or is the subject of a bankruptcy or other proceeding under state or federal law, (b) liquidates or appoints a receiver with respect to its assets, (c) breaches any of its representations and warranties made in connection with this Agreement, (d) is excluded from participation in any health care program, including, but not limited to, the Medicare and Medicaid programs (e) is convicted of a felony, or (f) upon termination or suspension of the other's certification, license, or other approval necessary to operate or render Services.

Except as otherwise set forth herein, with respect to any other material breach of this Agreement, the non-breaching party may terminate this Agreement upon prior written notice to the breaching party if the breach is not cured within thirty (15) days following delivery of such notice. The notice shall specify, in reasonable detail, the acts or omissions constituting the breach. Notwithstanding anything to the contrary herein, in the event any breach might (a) place the health, safety or welfare of any of COMPANY's employees or CLIENT's patients in jeopardy, or (b) constitute a violation of applicable law or regulations, the requirements of any governmental agency having jurisdiction of the COMPANY or COMPANY's Employees, its patients, CLIENTS or operations, or the reasonable requirements of any third-party payor; then the breaching party shall cure the breach immediately, and the non-breaching party may: (i) immediately terminate this Agreement unless the breaching party shall cure the breach immediately, and/or (ii) the non-breaching party may pursue such additional rights or remedies as may be provided at law, in equity or under this Agreement.

COMPENSATION, FEE SCHEDULES, AND REIMBURSEMENT

Compensation. CLIENT shall pay COMPANY for Services rendered in accordance with the Contractor Fee Schedule which is attached hereto as Exhibit "A" and incorporated herein by reference. Itemized invoices shall be forwarded to the CLIENT on the 1st of the every month for services performed between the 16th and the last day of the previous month, and on the 16th of every month for services performed between the 1st and the 15th of that month, along with a copy of the applicable time card(s).

Payment. Except as otherwise provided in this Agreement or the Contractor Fee Schedule, CLIENT shall pay, after receiving COMPANY's invoice, within twenty (20) days of COMPANY's invoice date for

services. In the event CLIENT should dispute any amount on COMPANY's bill, CLIENT agrees to pay all undisputed amounts within the twenty (20) days receipt of COMPANY's invoice for services. CLIENT agrees that it is solely responsible for all amounts due to COMPANY under this Agreement without regard to any claim or further billing. If CLIENT fails to make payment for any undisputed Services within thirty (30) days of Contractor's invoice for services, interest of 5% monthly shall be assessed on accounts that are past due. Remittance of invoices shall be fax to CLIENT or sent to its address.

Overtime. CLIENT shall not be responsible for payment of any overtime work performed by COMPANY's Employees unless CLIENT provides prior consent. Only upon prior consent shall overtime be charged to CLIENT at 1.5 times the bill rate to be paid to Employees only for such increase in pay rate if Employees works more than forty (40) hours in a work week (work week is defined as Monday through Sunday). Any changes in law will be immediately applicable.

Special Requirements. Any special requirements of CLIENT shall be communicated to COMPANY at the time of CLIENT's request for services. This shall include but not be limited to any special techniques, equipment, or other requirements for patient care and COMPANY's employees shall have access to any manuals or guidelines necessary for the operation of said equipment.

Documentation. CLIENT shall keep all documents related to services rendered by COMPANY. COMPANY shall not be responsible for any errors or omissions in documentation or information for Services provided to any third party payor unless such errors or omissions resulted in whole or in part from COMPANY's Employee failure to prepare, maintain and deliver to CLIENT timely and accurate documentation of Services in accordance with its obligations under this Agreement.

INSURANCE

COMPANY's Employees shall maintain professional liability insurance coverage at coverage levels required by applicable law, but in no event less than One Million Dollars (\$1,000,000) per claim or occurrence and Three Million Dollars (\$3,000,000) in the aggregate per year. Further, COMPANY shall maintain employer's liability coverage to cover all of COMPANY's employees in such amounts as may be required by law. In the event such coverage is through a "claims made" policy and is either cancelled, replaced or non-renewed, Contractor shall obtain and maintain extended coverage ("tail") insurance covering occurrence during the effective period of this Agreement.

CONFIDENTIAL INFORMATION AND RECORDS

Confidential Information. Each party shall preserve the confidentiality of all confidential and/or proprietary information disclosed to the other party in connection with this Agreement, including, without limitation, nonpublic financial information, manuals, protocols, policies, procedures, marketing, and strategic information, COMPANY lists, computer software, training materials, Resident health information, Resident records, and Resident care and outcomes data ("Confidential Information") as required by law. No party shall use for its own benefit or disclose or otherwise disseminate to third parties, directly or indirectly, any other party's Confidential Information without prior written consent from the other party. Upon termination of this Agreement, all Confidential Information and copies thereof

shall be returned to the party that owns and/or provided such Information. Each party shall comply with applicable federal, state and local laws and regulations with respect to all Confidential Information, including, but not limited to, any disclosures thereof pursuant to this paragraph.

Patients Records. CLIENT shall be solely responsible for maintaining all patients records. CLIENT shall make available to COMPANY for review and inspection on a timely basis and upon request, individual patient treatment and records, necessary for proper evaluation, screening, treatment, provision and documentation of Services. Subject to applicable law, CLIENT may incorporate copies of such records into its own records and CLIENT shall, where required, obtain all consents necessary to permit such access to and disclosure of patients records to COMPANY. CLIENT and COMPANY agree to comply with all federal, state and local laws and regulations applicable to the maintenance, disclosure, treatment or other use of such patients records. Patients records are CLIENT's property and originals of such records shall be maintained at the CLIENT's Facilities.

Access to Records. Until the expiration of four years after the furnishing of Services, COMPANY shall make available to the Secretary of the U.S. Department of Health and Human Services, the U.S. Comptroller General, or their duly authorized representatives, this Agreement, any subcontracts, and such other books, documents, and records that are necessary to certify the nature and extent of costs for Services pursuant to 42 U.S.C. 1395x(v)(1)(I) and 42 C.F.R. Part 420, Subpart D, Section 420.300 *et seq.*, and any other applicable law or regulation. If COMPANY carries out any of the duties of this Agreement through a subcontract worth Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a sub-contractor or with a related organization, the subcontract shall also contain an access clause to permit access by the Secretary, Comptroller General, and their authorized representatives to the subcontractor's books and records subject to the same contingencies noted above. Any disclosure under this paragraph shall not be construed as a waiver of any other legal rights to which COMPANY may be entitled under applicable law or regulations.

REPRESENTATIONS AND WARRANTIES

COMPANY. COMPANY hereby warrants and represents to CLIENT:

COMPANY is able to provide to CLIENT Speech Therapists licensed in the state of California, and is registered to do business and in good standing in the State where COMPANY operates.

There are currently no court orders, consent decrees, judgments or similar directives, including without limitation corporate integrity agreements under 42 USC Sec. 1320a-7b(f), affecting COMPANY.

To the best of COMPANY's knowledge, the business operations of COMPANY comply with all local, State and Federal zoning, labor and other applicable laws, ordinances, rules and regulations applicable to COMPANY.

COMPANY is duly authorized and able to consummate the transactions contemplated by this Agreement.

Neither COMPANY nor any individual or entity with a direct or indirect ownership or control interest of five percent (5%) or more of COMPANY, nor any director, officer, agent or employee of such party, is debarred, suspended or excluded under any state or federal healthcare program.

COMPANY is not subject to any sanction or exclusion from participation in, Medicare, Medicaid or any other state or federally funded health care programs. COMPANY agrees to immediately disclose in writing to CLIENT (a) the existence of any actual or threatened federal, state or local investigations and/or imposed sanctions of any kind, in progress or initiated subsequent to the date of this Agreement, the filing of any criminal charge against COMPANY's Employee assigned to CLIENT related to the delivery of health care services, elder abuse, child abuse, child pornography, battery, any sexual abuse, fraud, intentional or unintentional homicide, drug use, drug possession, drug distribution, (c) the making of any formal proposal to exclude COMPANY from participation in Federal reimbursement programs, and (d) any conviction, debarment or exclusion of COMPANY in connection with any of the foregoing, affecting COMPANY, its parent, subsidiaries, or any officer, director or owner of COMPANY, whether arising during or related to the term of this Agreement. Upon the occurrence of any of the foregoing events (a) through (d), or any other material noncompliance with applicable law.

CLIENT. CLIENT hereby warrants and represents to COMPANY:

CLIENT is the Santee School District, duly formed under the laws of the state of California.

To the best of CLIENT's knowledge, the operations of CLIENT comply with all local, State and Federal zoning, labor and other applicable laws, ordinances, rules and regulations applicable to CLIENT.

CLIENT is duly authorized and able to consummate the transactions contemplated by this Agreement.

CLIENT is responsible for the scheduling and supervision of COMPANY's Employees and shall provide orientation as deemed necessary to ensure safe, normal and acceptable care and service to their patients. The CLIENT is responsible for maintaining the supervision of COMPANY's Employee assigned to CLIENT regarding, but not limited to: time logs, billing and CLIENT paperwork and procedures, third party paperwork or billing. All site specific information shall be conveyed to COMPANY's Employee at the beginning of the assignment, including an emergency egress plan.

INDEMNIFICATION

Mutual Indemnification. COMPANY and CLIENT agree to protect, defend, indemnify, save and hold harmless each other and their affiliates and subsidiaries and respective members, shareholders, officers, directors, agents, Employees and servants for, from and against all liability, causes of action, expense, proceedings, obligation, damage, loss, cost, including without limitation attorney's fees and costs of suit arising directly or indirectly, from any intentional or unintentional act, neglect, default or omission of either party or their Employees or agents under the Agreement.

Notice and Handling. A party receiving notice of a Claim or potential Claim shall send written notice to the other within fourteen (14) days, and shall fully cooperate in the defense thereof by counsel mutually acceptable to the parties. The parties' rights to indemnification set forth in this Article are non-exclusive and are not intended to affect in any way any other rights of the parties to indemnification under applicable federal, state or local laws and regulations.

COMPANY EMPLOYEES

COMPANY is not an employment agency and does not encourage its CLIENTS to hire its employees. However, should CLIENT directly solicit and hire one of COMPANY'S Employees who is under their employ or was 6 months prior to his/her resignation to the COMPANY, during the term of this Agreement and the offer is accepted by the person, a placement fee of \$8,000.00 shall be reimbursed to COMPANY. CLIENT shall provide written notification to COMPANY of its intent to hire one of COMPANY'S employees. The fee is non refundable and shall be paid in full prior to the person becoming an employee of the CLIENT. The placement fee shall be CLIENT exclusive remedy for any and all claims or damages arising out of the breach of this covenant. Nothing herein shall preclude CLIENT from advertising available positions or opportunities by posting in the CLIENT's facilities or through newspaper ads or other generally accepted recruiting mediums, nor shall CLIENT be required to discriminate against legitimate job or contract applicants for available positions or contracts on any unlawful basis. The parties acknowledge that the restrictions set forth in this Article are reasonable in scope and important to COMPANY'S business interests, and that the enforcement of this Article does not restrict CLIENT from engaging in COMPANY'S Services.

GENERAL PROVISIONS

Independent Contractors. This Agreement is a contract between independent parties and shall not be construed to create any relationship other than that of independent contractors. Each party shall act and perform as an independent contractor with respect to the other party. Neither party shall represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, or to represent the other party as agent, employee, or in any other capacity, except as specifically provided in this Agreement.

Exclusivity. This agreement shall not be exclusive to either party. CLIENT and COMPANY agree that COMPANY may service other clients, and CLIENT may contract for services of other contractors, at all times during the term of this Agreement.

Compliance with Applicable Laws. Each party shall comply with applicable federal, state and local laws and regulations in performing under this Agreement, including, but not limited to, Title VI of the Civil Rights Act of 1964, and all other applicable laws and regulations regarding discrimination on the ground of race, age, color, sex, handicap, national origin, religion, disability, or exclusion from participation or denial of benefits under any program or activity provided by any party.

Fair Market Value. The amounts to be paid to CLIENT hereunder have been determined by the parties through good faith and arms-length bargaining to be the fair market value of the services to be rendered hereunder. No amount paid or to be paid hereunder is intended to be, nor will it be construed as, an offer, inducement or payment, whether directly or indirectly, overtly or covertly, for the referral of patients by CLIENT to COMPANY, or by COMPANY to CLIENT, or for the recommending or arranging of the purchase, lease or order of any item or service. For purposes of this section, COMPANY and CLIENT will include each such person or entity and any affiliate thereof. No referrals are required under this Agreement.

Construction. This Agreement has been negotiated by and between COMPANY and CLIENT in arms-length negotiations, and both parties are responsible for its drafting. Both parties have reviewed this Agreement with appropriate counsel, or have waived their right to do so, and the parties hereby mutually and irrevocably agree that this Agreement shall be construed neither for nor against either party, but in accordance with the plain language and intent hereof. Captions and headings are used herein for convenience only, and shall play no part in the construction of any provision of this Agreement.

Regulatory Changes. COMPANY and CLIENT mutually agree that in the event local, state or federal government agencies promulgate regulations which materially affect the terms of this Agreement, this Agreement shall be immediately subject to renegotiation upon the initiative of either party.

Governing Law and Consent to Jurisdiction. This Agreement is made and entered into, and venue for any action or proceeding hereunder shall lie exclusively, in San Diego County, California, unless otherwise agreed by the parties in writing. The validity, construction, interpretation, effect and enforceability of this Agreement shall be governed by the laws of the State of California.

Binding Arbitration. If the parties to this agreement are unable to informally resolve disputes that may arise related to this Agreement, the parties shall submit the dispute to binding arbitration in accordance with the California Code of Civil Procedures provisions relating to arbitration or Procedure for Arbitration. During the pendency of any arbitration, this Agreement shall remain in full force and effect and any award rendered shall be considered final and binding.

Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given: (1) when personally delivered, return receipt requested, by a party hereto, or by messenger, to a person at the address listed on the first page of this Agreement; (2) by next day express courier, return receipt requested; or (3) upon delivery or refusal of same after having been mailed by registered or certified mail, return receipt requested, postage prepaid. All notices are to be sent to a party at the address set forth above. Any party may change its notice address from time to time by written notice to the other party in accordance with this paragraph.

Severability/Waiver. Any portion or provision of this Agreement that is invalid, illegal or unenforceable under applicable law shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the validity, legality or enforceability of the remaining portions or provisions in this Agreement.

Attorneys' Fees. In the event of any dispute between the parties arising under or in relation to this Agreement, the prevailing party in such dispute or litigation shall have the right to receive from the non-prevailing party all of the prevailing party's reasonable costs and attorneys' fees incurred in connection

with any such dispute and/or litigation. As used herein, the term "prevailing party" shall refer to that party to this Agreement for whom the result ultimately obtained most closely approximates such party's position in such dispute or litigation.

Waiver. Failure of either party to enforce the provisions of this Agreement or to require the other party to perform any of the provisions of this Agreement shall not be construed to be a waiver of such provisions, nor shall it affect the right of either party to subsequently enforce any provision of this Agreement.

Assignment. COMPANY acknowledges and agrees that CLIENT is entering into this Agreement based upon the stated expertise, ability and reputation of COMPANY. Therefore, this Agreement and the rights and obligations of CONTRACTOR may be assigned or delegated, in whole or in part, directly or indirectly, with the consent of CLIENT. Additionally, COMPANY will not have the power or authority to act on behalf of the CLIENT in any capacity. CLIENT and COMPANY must authorize specifically, in writing, all requests for reconsideration, review, appeal and administrative law judicial requests.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

Durability. This Agreement shall inure to the benefit of and be binding on the COMPANY, CLIENT and their respective successors and assigns.

Entire Agreement. This Agreement including Exhibit "A", contain the complete and entire agreement between the parties, and supersedes all prior proposals, agreements and representations related to the subject matter of this Agreement. No changes, alterations, modifications or qualifications to the terms contained in this Agreement shall be made or be binding upon the parties unless specifically consented to in writing by the parties' authorized representatives.

IN WITNESS WHEREOF, COMPANY and CLIENT have signed this Agreement effective as of the Commencement Date written above.

COMPANY:

Excel Staffing Services Inc.

By:

R. Carlos Vieyra
Administrator and Authorized Agent

R. Carlos Vieyra

Date: 08/01/10

CONTRACTOR:

Santee School District

By:

Name:

Karl Christensen
Karl Christensen

Date:

9/22/10

BACKGROUND:

California Education Code requires districts to limit the number of temporary teaching contracts to the number of teachers on leave of absence or special assignments. In order to bring this number into balance with current assignments, administration has reviewed the performance of various temporary certificated employees with the possibility of offering probationary contracts. At tonight's meeting, administration recommends the Board approve probationary status to four (4) temporary teachers.

The District currently has 13.5 (FTE) employees on leave of absence or special assignments. After these four (4) probationary positions have been approved, there will be a total of 13.5 (FTE) temporary positions.

Throughout the year, administration will continue to monitor the number of temporary and probationary contracts and make the necessary recommendations for Board approval to maintain the required balance.

Administration would like to request that these teachers be introduced to the Board.

RECOMMENDATION:

This evening, administration recommends approval of probationary status to four (4) temporary teachers.

Erica Martinez	Carlton Hills
Angela Rust	Carlton Oaks
Alexa Harper	Rio Seco
Tiffany Brown	Rio Seco

This recommendation supports the following district goals:

- Assure the highest level of educational achievement for all students.

FISCAL IMPACT:

There will not be an additional fiscal impact to the general fund as a result of this item.

STUDENT ACHIEVEMENT IMPACT:

It is the District's intent to promote the highest quality of school district staff to achieve our student achievement goals.

DISCUSSION AND/OR ACTION ITEMS Item E.

The Board invites citizens to address the Board about any of the items listed under Discussion and/or Action. Citizens wishing to address the Board about a Discussion and/or Action item are requested to submit a Request to Speak card in advance.

Agenda Item E

Discussion and/or Action Item E.1.1. Approval of Monthly Financial Report
Prepared by Karl Christensen
January 4, 2011

BACKGROUND:

Administration has prepared the accompanying Monthly Financial Report covering the period November 1, 2010 through November 30, 2010 for the Board of Education's review and comments. The statements are prepared on a cash and modified accrual basis and include the District's revenue, expenditure, and cash activities.

RECOMMENDATION:

It is recommended that the Board of Education approve the Monthly Financial Report, as presented.

This recommendation supports the following District goal:

- Pursue actively the funding and resources to fulfill our mission and maintain fiscal solvency.

FISCAL IMPACT:

The Monthly Financial Report shows a beginning cash balance of \$4,977,166; cash receipts of \$3,674,581; and disbursements of \$3,873,836 are reflected for the period of November 1 through November 30, 2010, resulting in an ending cash balance of \$4,777,911 as of November 30, 2010.

STUDENT ACHIEVEMENT IMPACT:

This is a fiscal item. All fiscal resources impact student achievement.

Motion:		Second:		Vote:		Agenda Item E.1.1.
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MONTHLY FINANCIAL REPORT - NOVEMBER

1

CASH REPORT FOR NOVEMBER

		Actual	Projected
Beginning Cash Balance as of October 31, 2010		\$4,977,166	\$4,977,166
INCOME			
A. Revenue Limit Sources			
State Aid	\$ 1,968,863		
Property Taxes	106,172		
		2,075,035	
B. Federal Income			
ARRA IDEA	58,161		
Federal Funding	6,600		
		64,761	
C. State Income			
Unres. State Funding	796,424		
HTS Transportation	83,489		
Spec Ed Transportation	45,687		
		925,600	
D. Local Income			
Other Local Income	309,431		
Spec ED	299,429		
Interest	325		
		609,185	
E. Due to/Due from other funds		0	
F. Debt Proceeds		-	
TOTAL INCOME		\$3,674,581	\$4,518,883
Beginning Balance Plus Income		\$8,651,747	\$9,496,049
DISBURSEMENTS			
G. Commercial Warrants	\$ 360,553		
H. Payroll Warrants	2,756,560		
I. Statutory Employee Benefits	429,880		
J. Health & Welfare	208,817		
K. Other Outgo	118,027		
TOTAL DISBURSEMENTS		\$ 3,873,836	\$4,036,023
Ending Cash Balance as of November 30, 2010		\$4,777,911	\$5,460,026





Budget Revisions Through November 30, 2010 2010-11 Revised Budget

	<u>Unrestricted</u>	<u>Restricted</u>	<u>Total</u>
Beginning Fund Balance	6,817,102	101,959	6,919,060
Estimated Income	33,438,796	12,831,084	46,269,880
Estimated Expenditures	<u>33,289,801</u>	<u>12,488,857</u>	<u>45,778,658</u>
Change in Fund Balance	148,995	342,227	491,222
Projected Ending Fund Balance	6,966,097	444,186	7,410,282
Less: Designation for Restricted Programs/ Carryovers	-	444,186	444,186
Less: Designation for Prepaid Expenses	375,869		375,869
Less: Designation for Revolving Cash	15,000		15,000
Less: Designation for Stores Inventory	26,258		26,258
Less: Reserve for Vacation Carryover	208,676		208,676
Less: Reserve for Economic Uncertainty	1,373,360		1,373,360
Less: Reserve for State Budget Uncertainty Undesignated/Unappropriated/ Unreserved Fund Balance (Uncommitted)	1,612,830		1,612,830
	3,354,103	-	3,354,103
Fund 17 Projected End of Year Balance	<u>2,853,080</u>		<u>2,853,080</u>
Projected Reserves	<u>6,207,183</u>	<u>-</u>	<u>6,207,183</u>
As a % Estimated Expense Total	16.56%		
* Projected Reserve % 2011-12	12.28%		
* Projected Reserve % 2012-13	1.38%		
* Projected Reserve % 2013-14	-14.36%		



Discussion and/or Action Item E.1.2. Acceptance of FCMAT Report Regarding Student Transportation and Optimal Bell Schedules

Prepared by Karl Christensen
January 4, 2011

BACKGROUND:

In April 2009, the Fiscal Crisis Management Assistance Team (FCMAT) conducted a study of student transportation and routing. The final report issued by FCMAT contained recommendations for implementing a combined strategy of transportation zones and uniform, staggered bell schedules to achieve \$150,000 in savings. In order to isolate the savings for uniform, staggered bell schedules in preparation for required negotiations with the Santee Teachers Association (STA) on this subject, it was necessary to commission a more in-depth analysis of routes to determine the optimal configuration of bell schedules to maximize savings and inform decision-making for negotiations.

At the September 22, 2010 regular meeting, the Board approved the Fiscal Crisis Management Assistance Team (FCMAT) to conduct a sequel study to do the following:

1. Review the current instructional calendar, including bell schedules and modified days, with no change to ridership and determine if there any additional savings by optimizing routes.
2. Conduct an analysis with routing optimization software and provide recommendations, if any.
3. Determine the optimal configuration of bell schedules and modified days for the District's nine schools using the current median of instructional minutes that would produce the greatest amount of savings from reduced routes, hours, and number of miles. Quantify the annual savings by program such as General Education and Special Education.

FCMAT completed the study and its analysis indicates that the District can save a minimum of one (1) route, and possibly two (2) routes, by implementing a 2 tiered (i.e. grade level grouping) master bell schedule at all sites with 40 minutes between the first tier and second tier start and dismissal times. This would save between \$48,000 and \$90,000 annually. Additionally, they recommend having a uniform district-wide implementation for modified days to save approximately \$6,000 annually.

RECOMMENDATION:

It is recommended that the Board of Education accept the FCMAT report regarding Student Transportation and Optimal Bell Schedules.

This recommendation supports the following District goal:

- Pursue actively the funding and resources to fulfill our mission and maintain fiscal solvency.

FISCAL IMPACT:

The fiscal impact is \$54,000 to \$96,000 annual savings in Transportation costs

STUDENT ACHIEVEMENT IMPACT:

This is a fiscal item. All fiscal resources impact student achievement.

Motion:		Second:		Vote:		Agenda Item E.1.2.
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BACKGROUND:

On December 15, 2010, the State Allocation Board apportioned \$35,096,479 for the 12 projects the District had on the Unfunded Approval List. \$25,315,954 of this was for reimbursement of work already completed by the District in Phase I. The projects associated with these funds were all submitted as “shovel ready” in accordance with the Office of Public School Construction’s (OPSC) Priority Funding program which grants higher priority to school districts that commit to applying for receipt of the funds within 90 days. The District will apply to receive the funds now and must contract for this work on or before March 15, 2011. There were nearly \$2 billion in requests received from school districts for the second round of Priority Funding and the State Allocation Board had \$1.4 billion in State Bond funds to apportion.

The District expects to receive the monies within 60 days. These funds, coupled with a potential \$5.9 million General Obligation Bond sale, will allow the District to payoff the Bond Anticipation Note, modernize the three schools in Phase II (Prospect, Chet F Harritt, and Hill Creek), construct the remaining two ballfields at Chet F Harritt, and still have approximately \$11.78 million remaining.

Administration will provide an update on the State Allocation Board action, funding, and timelines for initiating Phase II construction work.

RECOMMENDATION:

This is an information item. It is recommended that the Board of Education schedule a workshop in January to begin the process of Phase II modernization.

This recommendation supports the following District goal:

- Pursue actively the funding and resources to fulfill our mission and maintain fiscal solvency.

FISCAL IMPACT:

The fiscal impact is \$35,096,479 in State Funding for the Capital Improvement Program.

STUDENT ACHIEVEMENT IMPACT:

This is a fiscal item. All fiscal resources impact student achievement.

Motion:		Second:		Vote:		Agenda Item E.2.1.
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Discussion and/or Action Item E.2.2. Approval of George Mercer Contract
Prepared by Karl Christensen
January 4, 2010

BACKGROUND:

District water savings through irrigation is possible by converting various campuses to recycled water and/or separate irrigation mainlines. Before converting or splitting the irrigation mainlines, plans need to be submitted to and approved by Padre Dam MWD and the County of San Diego. Presented for Board consideration is an agreement for landscape architectural services with George Mercer Associates Inc. Mr. Mercer will prepare and submit the necessary documents to the water district and county for the following sites:

Carlton Hills
Rio Seco
Prospect Avenue
Chet F. Harritt
Carlton Oaks

Services performed are for a total fee of \$6,720.

RECOMMENDED:

It is recommended that the Board of Education approve the agreement for landscape architectural services with George Mercer Associates Inc.

This recommendation supports the following District goal:

- Pursue actively the funding and resources to fulfill our mission and maintain fiscal solvency.
- Provide facilities that optimize the learning environment for all students.

FISCAL IMPACT:

The fiscal impact is \$6,720 from CIP funds.

STUDENT ACHIEVEMENT IMPACT:

This is a fiscal item. All fiscal resources impact student achievement.

Motion:		Second:		Vote:		Agenda Item E.2.2.
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December 6, 2010

#09-062.5

AGREEMENT FOR LANDSCAPE ARCHITECTURAL SERVICES

Between Landscape Architect George Mercer Associates Inc. (a California corporation), hereinafter referred to as Architect, and Santee School District, hereinafter referred to as Client.

Whereas it is the desire of the Client that the Architect perform certain professional services, as more particularly set forth in this Agreement, the Client and the Architect hereby agree to the following:

1. GENERAL SCOPE OF SERVICES

Landscape architectural design and consulting services as more specifically described below.

2. DESCRIPTION OF SERVICES

Landscape architectural services as may be requested by the Client. Services shall be provided on an hourly basis at this office's current hourly rates. Current rates are as follows:

Landscape Architect \$120.00

Client shall be notified of any increase in the hourly rates prior to services being provided at the increased rates.

Time for services performed outside the office starts and ends upon leaving and returning to the office.

Each individual school/project will be assigned a project number and billed separately. Estimated fees for each project will be provided to the Client in writing, and approved by the Client prior to starting work.

3. SCOPE OF SERVICES EXCLUDES

- 1. Engineering, and/or selection of utility, mechanical and structural systems for subterranean structure protection.

4. REIMBURSABLE EXPENSES

The following costs will be billed to the Client as a reimbursable expense.

- 1. Costs for submittals to agencies, scanning, photographic, xerographic, diazo, dry mounting, and delivery services.*

2. In-house plots of presentation plans and reproducibles (vellums), and any additional plots requested by the Client, at a cost of \$2.50 per square foot. Plots onto mylar at \$4.00 per square foot.
3. Submittal fees.
4. Outside consultants as authorized by Client.*

*These costs shall be billed at 15% more than the cost to this office.

5. **PAYMENT**

Fees, including Reimbursable Expenses, are due and payable in full within 30 days of receipt. The Architect reserves the right to charge an annual service fee of 12% (1% per month) on all accounts not paid within thirty days of presentation and until said account is paid in full.

6. **OWNERSHIP OF AND CHANGES TO DOCUMENTS**

Drawings and Specifications, as instruments of service, are and shall be the property of the Landscape Architect whether the project for which they are prepared is executed or not. The Client shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information and reference. The drawings and specifications shall not be used by the Client on other projects, for additions to the project for which they were prepared, or for completion of the project by others, except by agreement in writing and with appropriate compensation to the Landscape Architect.

The Client agrees to hold harmless and indemnify the Architect against all damages, claims, and losses arising out of any reuse of the plans and specifications without the written authorization of the Architect.

The Client agrees not to make, or cause to make, changes to the Architects instruments of services without prior written consent of the Architect.

7. **RISK ALLOCATION**

Client understands and acknowledges that the design and construction process for this project poses certain risks to both the Architect and Client. Client further understands and acknowledges that the amount of risk that Architect can accept is tied, in part, to the amount of compensation received for services rendered. Architect's fee for the services offered is based on Client's agreement to limit Architect's liability as described below. Client further acknowledges that were it not for this promise to limit Architect's liability, Architect's compensation would need to increase to address the risks posed by this project.

Client, therefore, acknowledging its right to discuss this provision with legal counsel experienced in the design and construction process, as well as other design professionals, voluntarily agrees that, to the fullest extent permitted by law, Architect's total liability to Client for any and all injuries, claims, liabilities,

losses, costs, expenses or damages whatsoever arising out of or in any way related to the project or this Agreement from any cause or causes including, but not limited to, Architect's negligence, errors, omissions or breach of contract, shall not exceed \$5,000 per project. This limitation of liability shall apply to Client's claims for damages as well as Client's claims for contribution and indemnity with respect to third party claims.

8. *NON-WARRANTY*

The Architect will prepare reports, plans and specifications in accordance with generally accepted professional practices for the intended use of the Project, however, the Architect makes no warranty for the same, either expressed or implied.

9. *DISCLAIMER*

Although the Architect must rely on the work and information furnished by others, and may need to incorporate their work and information into his plans and designs, the Architect does not guarantee the completion or quality of performance of any work provided by any other consultants, contractors or third parties, nor is the Architect responsible for the acts or omissions of any other consultants, contractors or third parties. The Architect makes no representations concerning soil conditions unless specifically included in writing in this Agreement and the Architect is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests or general soil testing.

10. *LIABILITY*

The Landscape Architect shall not be liable for any property damage, or personal or bodily injury caused by changes in the work whether such changes occur during or after construction, which do not conform to the requirements of the Construction Contract Documents. The Landscape Architect shall not be liable for the demise of any landscaping material caused by or contributed to by a failure of proper maintenance, disease, or exposure to natural or artificial processes or conditions.

The Architect shall not have control or be in charge and shall not be responsible for construction means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the work, for the acts or omissions of any contractor(s) or subcontractors(s) or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the plans and specifications.

11. *SEVERABILITY*

In the event any provision of this Agreement shall be held to be invalid and unenforceable, the other provisions of this Agreement shall be valid and binding on the parties.

12. APPLICABLE LAW

The Agreement shall be governed by the law of the principal place of business of the Architect.

13. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with the Agreement terms through no fault of the other party. In this event, the Architect shall be paid his compensation for services performed to termination date including Reimbursable Expenses then due.

14. EXTENT OF AGREEMENT

This shall constitute the terms and conditions of the Agreement. There are no other understandings or agreements except as expressly stated herein. Any amendments or changes to these terms and conditions shall be made in writing and approved by both signatories. It is not the intent of the parties to this agreement to form a partnership or joint venture.

If this agreement correctly reflects our understanding, please sign and date one copy where indicated below and return it to my attention. The other copy of this Agreement is for your files.

The Architect will have no obligation to perform services until the Client signs and returns this original Agreement. However, the Client agrees to pay for all services rendered and costs incurred prior to the execution of this Agreement. This Agreement shall be retroactive to the date that services were first performed.

The undersigned hereby certify that I have read the foregoing Agreement and approve and agree to its contents.

By:  12/6/10
George Mercer, President (Date)
Landscape Architect #4055
George Mercer Associates, Inc.
A California Corporation
4730 Palm Avenue, Suite 210
La Mesa, CA 91941

By: _____ (Date)
Christina Becker
Director of Maintenance, Operations and Facilities
Santee School District

George Mercer Associates, Inc.
Santee School District - Hourly Services
Date: December 6th, 2010

#09-062.5
Page 5 of 5

Landscape Architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to the Landscape Architects Technical Committee at:

Landscape Architects Technical Committee
400 R Street, Room 4000
Sacramento, California 95814
(916) 445-4954



December 6, 2010

09-062.5

Christina Becker
Director of Maintenance, Operations & Facilities
Santee School District
9625 Cuyamaca Street, Santee, CA 92071

Re: **Hourly Services**

Dear Christina,

As discussed, I have put together the attached hourly agreement for landscape architectural services. With this in place, it should be possible to more easily handle any minor project that comes up, without the need to provide a whole new agreement for each project. A brief description of the proposed services and fees will be provided to you for approval for each project on an as needed basis.

For the work we discussed most recently, converting various campuses to recycled water and/or separate irrigation mainlines, I anticipate the following services will be necessary:

1. **Carlton Hills:**
Prepare plans for submittal/approval by the Water District and County. *(8.0 hours)*
Revisions/coordination/resubmit. *(4.0 hours)*
2. **Rio Seco:**
Prepare plans for submittal/approval by the Water District and County. *(8.0 hours)*
Revisions/coordination/resubmit. *(4.0 hours)*
3. **Prospect Avenue:**
Prepare plans for submittal/approval by the Water District and County. *(8.0 hours)*
Revisions/coordination/resubmit. *(4.0 hours)*
4. **Chet Harritt:**
Prepare plans for submittal/approval by the Water District and County. *(8.0 hours)*
Revisions/coordination/resubmit. *(4.0 hours)*
5. **Carlton Oaks:**
Prepare plans for separate mainline for campus. *(8.0 hours)*

I anticipate that this will take up to 56 hours of my time, up to a total fee of \$6,720 (billed hourly, not to exceed without prior approval). Any additional costs such as submittal fees and plan printing and delivery will be handled as reimbursable expenses.

Thank you for the opportunity to be of service. Please call if you have any questions.

Sincerely,

George Mercer Associates, Inc.

George Mercer, President
Registered Landscape Architect #4055

Discussion/Action Item E.3.1. Approval of Revised Consultant Agreements: Bridges Educational Corporation and Laura Epstein, AAC Specialist

Prepared by Kristin Baranski
January 4, 2011

BACKGROUND:

Santee School District currently consults with Bridges Educational Corporation, a non-public agency, and Laura Epstein, an Alternative Augmentative Communication Specialist (AAC). Both consultants provide a tremendous service to special education teachers, children, and their families. Each consultant has a previously approved fiscal amount for the 2010-2011 school year but administration is recommending an increase in fiscal amounts for both agreements through June 30, 2011.

Bridges Educational Corporation provides behavior support to students with numerous disabilities, including autism and emotional disturbance. Santee School District began a partnership with Bridges during the 2009-2010 school year. With the addition of nine new special education teachers this year, administration has recommended Bridges work collectively with special education staff for behavior support strategies. Some of these strategies include student behavior support plans, behavior intervention plans, direct instructional services, and classroom management techniques.

Laura Epstein, an AAC Specialist, conducts AAC evaluations with nonverbal students. These evaluations determine appropriate devices to facilitate communication. Laura then provides staff training on how to use the devices in the classroom. Nonverbal children have unique needs and technology available for their communication is rapidly changing. The current agreement with Laura Epstein was based on expenditures from last school year but there has been an increase in non-verbal student need for the 2010-2011 school year.

RECOMMENDATION:

Administration recommends the Board of Education approve the revised consultant agreements with Bridges and Laura Epstein through June 30, 2011.

This recommendation supports the following District goals:

- Assure the highest level of educational achievement for all students.
- Establish a staff development program as the cornerstone of effective instructional programs and employee performance.
- Pursue actively the funding and resources to fulfill our mission and maintain fiscal solvency.
- Develop social, emotional, and health service programs to foster student character and personal well-being.

FISCAL IMPACT:

The current consultant agreement with Bridges Educational Corporation is for services not to exceed \$6,000. July 2010 – November 2010 accrued 80 support hours, 10 classrooms, at a total cost of \$5,134. Administration is recommending an increase for this agreement not to exceed \$16,000 for the school year, an additional \$10,000 for the months of December 2010 – June 2011.

The current consultant agreement with Laura Epstein is for services not to exceed \$900. With the increased need of students who are non-verbal, the hours needed to support these students is in excess of 10 hours. Administration recommends increasing Laura Epstein’s agreement not to exceed \$2,900 for the school year, an additional \$2,000 for the months of January 2011 – June 2011.

Both agreements will continue to be charged to the special education budget, per Board approval.

STUDENT ACHIEVEMENT:

Instructional and behavioral strategies provided by outside consultants benefit students’ abilities to learn and retain information as well as how to work independently and in a variety of group settings.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.3.1.

Prepared by Kristin Baranski
January 4, 2010

BACKGROUND:

In 1984, California legislature delegated responsibility of mental health services for students with disabilities to the State Department of Mental Health and its local County Mental Health agencies under Assembly Bill (AB) 3632. Before this time, mental health and residential services were not available to school-age children causing parents to relinquish their children to the foster care system in order to receive this level of service. An additional goal of AB 3632 was to utilize county expertise related to the provision of mental health services in addition to promoting collaboration between school districts and counties.

In 1996, the Legislature passed AB 2726. AB 2726 amended AB 3632 and established procedures that limited eligibility to students who demonstrate severe emotional and behavioral disorders, which prevent students from benefiting from special education services. In addition, the re-authorized bill clarified that the California Department of Education must possess an executed Memorandum of Understanding between the County Office of Education and County Mental Health in order for County Mental Health to receive funding.

In October 2010, Governor Schwarzenegger vetoed claims under Senate Bill 90, reimbursement for State mandated programs. This action suspended the mandate for County Mental Health to provide mental health services to students with disabilities. There has been considerable debate regarding the legality of the Governor's unilateral suspension of this mandate. California Constitution indicates the Legislature is the only body allowed to suspend a mandate.

Even though the mandate for mental health services is considered suspended by the Governor and County Mental Health, local educational agencies are required to provide educationally necessary mental health services to students with disabilities in order to provide Free Appropriate Public Education (FAPE) pursuant to federal and state legislation.

This evening, administration will provide the Board of Education an update on County Mental Health services for Santee School District students since this veto action by the Governor. In addition, local school boards across the State have been asked to pass a resolution urging the Governor and State Legislators to provide full funding for AB 3632, mental health services for children with disabilities.

RECOMMENDATION:

Administration recommends the Board of Education approve Resolution #1011-11 in support of full State funding of County Mental Health Services for children with disabilities. Discussion and/or action is at the discretion of the Board.

This recommendation supports the following District goals:

- Assure the highest level of educational achievement for all students.
- Pursue actively the funding and resources to fulfill our mission and maintain fiscal solvency.
- Develop social, emotional, and health service programs to foster student character and personal well-being.

FISCAL IMPACT:

Annual expenditures for students receiving County mental health services will vary dependent on the number of participating students and level of care. Currently, the District has seven students receiving outpatient services and one student in day treatment. Should the District become fiscally responsible for mental health services and continue to contract with County Mental Health through the end of June 2010, the District will expend approximately \$30,000 for these eight students after anticipated Medi-Cal reimbursable rates.

STUDENT ACHIEVEMENT:

Special education students qualifying for mental health services through AB 3632 require this level of care in order to meet annual IEP goals.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.3.2.

Santee School District
Resolution #1011-11

Resolution in Support of Full Funding of County Mental Health Services for Students with Disabilities

A RESOLUTION of the Santee School District calling for full funding of county mental health services for children with disabilities.

WHEREAS, if all California children and youth are to reach California's high educational standards that will allow them to succeed in school, work, and life, the state must commit adequate resources to schools and services children require to benefit from their education; and

WHEREAS, studies have shown that appropriate early intervention services and programs at the first sign of academic difficulty have proven to greatly improve a child's chance of success; and

WHEREAS, special education is a federally mandated program and children with disabilities are entitled to a free appropriate public education (FAPE); and

WHEREAS, AB 3632 (Brown) was created in 1984 because mental health services and therapeutic residential services were not available for school-age children, and parents were surrendering them to the foster care system in order for their children to receive treatment and services.

WHEREAS, the State Legislature rightly determined that county mental health agencies have the best expertise to provide necessary mental health services to children with disabilities.

WHEREAS, the Governor vetoed funding from the 2010-11 State Budget for services provided by county mental health agencies for educationally-necessary AB3632/1984 mental health services to children with disabilities

WHEREAS, our state cannot afford to wait for more students to face hardship before taking decisive action;

NOW, THEREFORE, BE IT RESOLVED that the Santee School District strongly urges the Governor and the State Legislature to immediately provide full funding for AB3632/1984 county mental health services to children with disabilities.

PASSED AND ADOPTED this 4th day of January, 2011, by the Governing Board of the Santee School District of San Diego County, California, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____

I, Dianne El-Hajj, Clerk of the Board of Education, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

Clerk of the Board

Date

BOARD POLICIES AND BYLAWS Item F.

Citizens wishing to address the Board about a Board Policies and Bylaws item are requested to submit a Request to Speak card in advance. The Board invites citizens at this time to address the Board about any of the items listed under Board Policies and Bylaw.

Agenda Item F.

Prepared by Dr. Patrick Shaw
January 4, 2011

BACKGROUND:

The Open Enrollment Act, SBX5 4 (Romero), was signed into law on January 7, 2010, and became effective on April 14, 2010. The Open Enrollment Act requires the State Superintendent of Public Instruction to annually create a list of 1,000 Open Enrollment schools based on a methodology that meets the criteria specified in Education Code Section 48352(a)(1).

The Open Enrollment Act provides students enrolled in one of the 1,000 “low-achieving” schools as designated by the California Department of Education, the option to enroll in a different school with a higher Academic Performance Index than the pupil’s school of residence.

Pursuant to Education Code Section 48354(a), parents have the option to apply, on behalf of their child(ren), for transfer to another public school in their district of residence or to schools in other districts outside their district of residence. California Education Code Section 48356(a) allows school districts to adopt standards for acceptance or rejection of applications under the Open Enrollment Act, and in particular those standards may include consideration of the capacity of the school or program to accept students under the Open Enrollment Act.

Administration presents a new Board Policy (BP 5118), to adopt standards and guidelines in Santee School District for the Open Enrollment Act. This new policy is based on CSBA’s sample board policy.

RECOMMENDATION:

The Superintendent recommends that the Board adopt new Board Policy 5118.

FISCAL IMPACT:

At this time there is no known fiscal impact as a result of the Open Enrollment Act.

Motion:		Second:		Vote:		Agenda Item F.1.1.
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OPEN ENROLLMENT ACT TRANSFERS

The Governing Board desires to offer enrollment options in order to provide children with opportunities for academic achievement and that meet their diverse needs. Such options shall also be provided to children who reside within another district's boundaries in accordance with law, Board policy, and administrative regulation.

Whenever a student is attending a district school on the Open Enrollment List as identified by the Superintendent of Public Instruction, he/she may transfer to another school within or outside of the district, as long as the school to which he/she is transferring has a higher Academic Performance Index. (Education Code 48354, 48356)

A parent/guardian whose child is attending a district school on the Open Enrollment List and who wishes to have his/her child attend another school within the district shall apply for enrollment using BP/AR 5116.1 - Intradistrict Open Enrollment.

In order to ensure that priorities for enrollment in district schools are implemented in accordance with law, the Board hereby waives the January 1 deadline in Education Code 48354 for all applications for transfer from nonresident parents/guardians of children attending a school on the Open Enrollment List in another district. Transfer applications shall be submitted between October 1 and April 1 of the preceding school year for which the transfer is requested.

~~The Board may deny a transfer out of or into the district upon a determination by the Board that the transfer would negatively impact a court-ordered or voluntary desegregation plan in accordance with Education Code 48355.~~

Standards for Rejection of Transfer Applications

Pursuant to Education Code 48356, the Board has adopted the following standards for acceptance and rejection of transfer applications submitted by a parent/guardian of a student attending a school in another district on the Open Enrollment List. The Superintendent or designee shall apply these standards in accordance with Board policy and administrative regulation and shall ensure that the standards are applied uniformly and consistently.

As applicable, the Superintendent or designee may deny a transfer application under any of the following circumstances:

1. Upon a determination that approval of the transfer application would negatively impact the capacity of a program, class, grade level, or school building, including:
 - a. The class or grade level exceeding the district's limits pursuant to the state Class Size Reduction Program or the Morgan/Hart Class Size Reduction Program for Grades 9-12

OPEN ENROLLMENT ACT TRANSFERS

- b. The site, classroom, or program exceeding the maximum student-teacher ratio specified ~~in the district's collective bargaining agreement~~ *by the district*
 - c. The site or classroom exceeding the physical capacity of the facility pursuant to the district's facilities master plan or other facility planning document
 - d. The class or grade level exceeding capacity pursuant items #a-#c above in subsequent years as the student advances to other grade levels at the school
2. Upon a determination that approval of the transfer application would have an adverse financial impact on the district, including:
- a. The hiring of additional certificated or classified staff
 - b. The operation of additional classrooms or instructional facilities
 - c. Expenses incurred by the district that would not be covered by the apportionment of funds received from the state resulting in a reduction of the resources available to resident students

Appeal Process for Denials of Transfer Applications

A parent/guardian may appeal the district's denial of a transfer application to the Board by filing a written request of appeal with the Superintendent or designee within 10 days of the receipt of the written notification of denial. In addition, a parent/guardian who believes he/she has been subject to discrimination may file an appeal using the district's Uniform Complaint Procedures.

The Board shall schedule an appeal hearing as soon as practicable at a regular or special meeting of the Board. At the hearing, the parent/guardian shall have the right to present oral or written evidence, rebut district evidence, and question any district witnesses. Unless the parent/guardian requests that the hearing be held in open session, the hearing shall be held in closed session in order to protect the privacy of students in accordance with law.

The Board shall make its decision by the next regularly scheduled meeting and shall send its decision to all concerned parties. The Board's decision shall be final.

Program Evaluation

The Superintendent or designee shall collect data regarding the number of students who transfer out of the district pursuant to the Open Enrollment Act. He/she also shall collect data regarding the number of students who apply to transfer into the district, the number of requests granted, denied, or withdrawn, and the district schools and programs receiving applications.

OPEN ENROLLMENT ACT TRANSFERS

When the Superintendent or designee anticipates that a particular school will receive a large number of transfer applications, he/she shall study the enrollment pattern at that school in order to anticipate future resident enrollment at the school and at the district schools into which those students would normally matriculate.

The Superintendent or designee shall regularly report to the Board regarding the implementation of this program.

Legal Reference:

EDUCATION CODE

- 200 Prohibition of discrimination
- 35160.5 District policies, rules, and regulations
- 46600-46611 Interdistrict attendance agreements
- 48200 Compulsory attendance
- 48204 Residency requirements for school attendance
- 48300-48316 Student attendance alternatives, school district of choice program
- 48350-48361 Open Enrollment Act
- 48915 Expulsion; particular circumstances
- 48915.1 Expelled individuals: enrollment in another district
- 52317 Regional Occupational Center/Program, enrollment of students, interdistrict attendance

FAMILY CODE

- 6500-6552 Caregivers
- UNITED STATES CODE, TITLE 20
- 6316 Transfers from program improvement schools
- CODE OF REGULATIONS, TITLE 5
- 4700-4703 Open Enrollment Act
- CODE OF FEDERAL REGULATIONS, TITLE 34
- 200.36 Dissemination of information
- 200.37 Notice of program improvement status, option to transfer
- 200.39 Program improvement, transfer option
- 200.42 Corrective action, transfer option
- 200.43 Restructuring, transfer option
- 200.44 Public school choice, program improvement schools

ATTORNEY GENERAL OPINIONS

- 87 Ops.Cal.Atty.Gen. 132 (2004)
- 84 Ops.Cal.Atty.Gen. 198 (2001)

COURT DECISIONS

Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275

Management Resources:

WEB SITES

- CSBA: <http://www.csba.org>
- California Department of Education: <http://www.cde.ca.gov>

BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS Item G.

Agenda Item G.

CLOSED SESSION Item H.

Citizens wishing to address the Board about a Closed Session item are requested to submit a Request to Speak card in advance. The Board invites citizens at this time to address the Board about any of the items listed under Closed Session

The Board will go into Closed Session to discuss:

- 1. Conference with Labor Negotiator (Govt. Code § 54956.8)**
Purpose: Negotiations
Agency Negotiator: Karl Christensen, Asst. Superintendent
Employee Organization: Classified School Employees Association

- 2. Conference with Legal Counsel-Existing Litigation**
(Subdivision (a) of Gov't Code §54956.9)
Case # 37-2009-00083936-CU-CO-CTL

RECONVENE TO PUBLIC SESSION Item I.

ADJOURNMENT Item J.