



# 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 18, 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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<b>A. OPENING PROCEDURES – 7:00 p.m.</b>	<b>6</b>
1. Call to Order and Welcome	
2. District Mission	
3. Pledge of Allegiance	
4. Approval of Agenda	
<b>B. REPORTS AND PRESENTATIONS</b>	
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1.1. Developer Fees Collection Report	8
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4. Presentation of the California School Employees Association (CSEA) Chapter 557's Initial Proposals to Modify Articles of the Successor Collective Bargaining Agreement with the Santee School District Board of Education	16

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

9625 Cuyamaca Street · Santee, California 92071-2674 · (619) 258-2300 · [www.santeesd.net](http://www.santeesd.net)

<b>C.</b>	<b>PUBLIC COMMUNICATION</b>	20
	<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>	
<b>D.</b>	<b>PUBLIC HEARINGS</b>	21
1.	<b><u>School Accountability Report Card (SARC) Timeline Extension Waiver Request to the California Department of Education</u></b>	22
<b>E.</b>	<b>CONSENT ITEMS</b>	
	<i>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.</i>	
	<b>Superintendent</b>	
1.1.	<b><u>Approval of Minutes</u></b> It is recommended that the Board of Education approve meeting minutes with any necessary modifications.	25
	<b>Business Services</b>	
2.1	<b><u>Approval/Ratification of Travel Requests</u></b> It is recommended that the Board of Education ratify the authorization granted to personnel requesting out-of-district travel as listed in the item.	31
2.2.	<b><u>Approval/Ratification of Expenditure Warrants</u></b> It is recommended that the Board of Education approve/ratify the expenditure warrants as presented.	33
2.3.	<b><u>Approval/Ratification of Purchase Orders</u></b> It is recommended that the Board of Education approve purchase orders issued December 1, 2010 through December 31, 2010.	35
2.4.	<b><u>Acceptance of Donations</u></b> It is recommended that the Board of Education accept donations listed in the item and authorize letters of appreciation to be sent on behalf of the Board.	41
	<b>Capital Improvement Program</b>	
3.1.	<b><u>Adoption of Resolution Approving and Authorizing Joint Exercise of Powers Agreement for Facility Planning and Construction Projects (FACJPA) and Approval to Join School Facilities JPA</u></b> It is recommended that the Board of Education adopt Resolution #1011-12 authorizing the execution of a joint exercise of powers agreement between the Santee School District and the San Diego County Office of Education K-12 Public Schools and Community Colleges Facility Authority (FAC JPA) with respect to school facility planning and construction projects.	42

- 3.2. **Approval of WEST (Western Environmental and Safety Technologies, Inc.) for Annual Hazmat Materials Removal and Abatement Monitoring during Construction** 46  
It is recommended that the Board of Education approve WEST for hazmat materials removal and abatement monitoring services not to exceed \$60,125.
- 3.3. **Approval of Site DSA Inspector IOR – Hendrix, California School Construction Services** 47  
It is recommended that the Board of Education approve Hendrix, California School Construction Services as the Inspector of Record for the District's Phase 2 modernization projects.
- 3.4. **Approval of Services by Ninyo & Moore Materials and Testing Labs** 50  
It is recommended that the Board of Education approve Ninyo & Moore as the materials testing lab to provide construction materials testing at the Chet F. Harritt, Hill Creek, and PRIDE Academy at Prospect Avenue modernization projects.

#### **Educational Services**

- 4.1. **Approval to Submit School Accountability Report Card (SARC) Timeline Extension Waiver Request to the California Department of Education** 51  
It is recommended that the Board of Education approve the submittal of the School Accountability Report Card (SARC) timeline extension waiver to the California Department of Education.
- 4.2. **Approval of 2010-11 Consolidated Application, Part II** 54  
It is recommended that the Board of Education approve the 2010-11 Consolidated Application, Part II.
- 4.3. **Approval of 2010-11 School Site Fundraising Plans** 55  
It is recommended that the Board of Education approve the 2010-11 school site fundraising plans.
- 4.4. **Approval of Revised Progressus Therapy, LLC Agreement for Occupational Therapy (OT) Services** 65  
It is recommended that the Board of Education approve the revised Progressus Therapy, LLC Agreement for Occupational Therapy (OT) Services.

#### **Human Resources/Pupil Services**

- 5.1. **Personnel, Regular** 66  
It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations and dismissals.

#### **F. DISCUSSION AND/OR ACTION ITEMS**

*Members of the audience wishing to address the Board about any of the following items should submit a request to speak card in advance.*

#### **Business Services**

- 1.1. **Update on Governor's State Budget Proposal** 69  
It is recommended that the Board of Education review, discuss, and take action, if necessary, on budget information as presented. Any action taken is at the discretion of the Board of Education.

1.2.	<b><u>Summary and Acceptance of 2009-10 Audit Report by Vavrinek, Trine, Day &amp; Co.</u></b>	71
	It is recommended that the Board of Education accept the 2009-10 audit report submitted.	
	<b>Capital Improvement Program</b>	
2.1.	<b><u>Approval of Amendment No. 2 to Twelfth Amendment (Phase IV – Prospect Avenue School Modernization) to Construction Services Agreement for Lease-Leaseback, Site Lease, and Sublease Agreement</u></b>	72
	It is recommended that the Board of Education approve Amendment No. 2 to Amendment 12 to the Lease-Leaseback Construction Agreement since the final Guaranteed Maximum Price (GMP) is within the Board-approved Capital Improvement Program budget for these projects.	
2.2.	<b><u>Approval of Amendment No. 1 to Thirteenth Amendment (Phase IV – Chet F. Harritt Ball Fields) to Construction Services Agreement for Lease-Leaseback, Site Lease, and Sublease Agreement</u></b>	88
	It is recommended that the Board of Education approve Amendment No. 1 to Amendment 13 to the Lease-Leaseback Construction Agreement since the final Guaranteed Maximum Price (GMP) is within the Board-approved Capital Improvement Program budget for these projects.	
2.3.	<b><u>Payment of Final Invoice to Chevron Energy Solutions for July 31, 2007 Energy Services Agreement</u></b>	95
	It is recommended that the Board of Education approve final payment to Chevron Energy Solutions for services rendered.	
2.4.	<b><u>Approval of Amendment No. 1 to Architectural Services Agreement with Trittipio Architecture and Planning</u></b>	99
	It is recommended that the Board of Education approve Amendment No. 1 to the Architectural Services Agreement with Trittipio Architecture & Planning.	
2.5.	<b><u>Approval of Increase of Change Order Contracting Authority</u></b>	102
	It is recommended that the Board of Education approve an increase to the delegation of authority for approving change orders.	
	<b>Human Resources/Pupil Services</b>	104
3.1.	<b><u>Approval of School Break Fee Restructure for Project SAFE</u></b>	
	It is recommended that the Board of Education approve the school break fee restructure.	106
3.2.	<b><u>Approval to Restore Work Hours for Identified Classified Non-Management Positions</u></b>	
	It is recommended that the Board of Education approve the restoration or work hours for the identified classified non-management employees.	107
G.	<b>BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS</b>	

**H. CLOSED SESSION**

108

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 Real Property Negotiator**  
*Property: Santee School Site, 10335 Mission Gorge Road, Santee*  
*District Negotiator: Karl Christensen, Assistant Superintendent, Business Services*  
*Negotiating Parties: Haagen Company, LLC and Shea Properties*  
*Under Negotiation: Price and terms of payment*
  
3. **Conference with Legal Counsel-Existing Litigation**  
*(Subdivision (a) of Gov't Code §54956.9)*  
*Case # 37-2009-00083936-CU-CO-CTL*

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**I. RECONVENE TO PUBLIC SESSION**

108

**J. ADJOURNMENT**

**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  
February 1, 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 18, 2011 regular meeting

Agenda Item A.

Reports and Presentations Item B.1. Superintendent's Report  
Prepared by Dr. Patrick Shaw  
January 18, 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 JANUARY 7, 2011**

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
<b>TOTAL PAGE 1</b>					\$181,053.59	
<b>TOTAL COLLECTED AS OF JANUARY 7, 2010</b>					\$452,796.59	

\*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 18, 2011						
Group	Location	Date	Days	Time	Attendance	Fees Applied
<b>Carlton Hills</b> AYSO PTA Cub Scouts 383	Fields Multi-Purpose Room Multi-Purpose Room	1/8/11 - 1/16/11 1/27/11 2/24/11 - 5/26/11	Sat & Sun Thursday Thursday	6:45 am - 4:30 pm 5:15 pm - 8:00 pm 7:00 pm - 8:00 pm	75+ 50 - 75 55	\$5.00 per player
<b>Carlton Oaks</b> PTA (Play It Safe) PTA (Book Fair)	Multi-Purpose Room Classroom	1/10/11 2/14/11 - 2/25/11	Monday Mon - Fri	9:00 am - 12:00 pm 8:00 am - 3:00 pm	100+ 100+	
<b>Chet F. Harritt</b> PTA (Father/Daughter Dance)	Multi-Purpose Room	2/25/11	Friday	6:30 pm - 10:00 pm	150	
<b>Hill Creek</b> AYSO	Fields	1/8/11 - 1/16/11	Sat & Sun	6:45 am - 4:30 pm	75+	\$5.00 per player
<b>Rio Seco</b> Girl Scouts PTSA Santee Girls ASA Santee Girls ASA	Multi-Purpose Room Multi-Purpose Room Classrooms Multi-Purpose Room	1/19/11 1/22/11 1/27/11 2/2/11	Wednesday Saturday Thursday Wednesday	6:00 pm - 8:00 pm 10:30 am - 3:45 pm 5:00 pm - 8:30 pm 6:00 pm - 8:00 pm	50 140 28 30+	\$60.50 cust. Fee

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

Santee School District  
 ENROLLMENT REPORT  
 1/7/2011  
 Month 5 Week 1

SCHOOL	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	01/07/11		01/08/10		# Diff	% Diff	# Diff	% Diff	Prior Week		Total Diff
										Total Reg	Total Reg	Total All	Total All					12/17/10	Total All	
Cajon Park	104	107	107	109	112	108	109	101	132	989	969	20	2.1%	63	38	25	65.8%	1052	1055	-3
Carlton Hills	46	43	36	39	44	41	60	87	94	490	499	-9	-1.8%	18	40	-22	-55.0%	508	509	-1
Carlton Oaks	85	83	79	65	96	99	102	123	98	830	813	17	2.1%	58	46	12	26.1%	888	885	3
Chet F. Harritt	79	52	88	54	54	55	60	69	70	581	587	-6	-1.0%	9	10	-1	-10.0%	590	587	3
Hill Creek	93	90	88	88	80	89	86	81	69	764	752	12	1.6%	21	23	-2	-8.7%	785	782	3
Pepper Drive	86	78	73	64	68	74	82	89	85	699	713	-14	-2.0%	8	11	-3	-27.3%	707	706	1
Prospect	54	65	55	63	49	57	60	60	42	505	495	10	2.0%	0	13	-13	-100.0%	505	495	10
Rio Seco	87	115	107	99	112	95	116	99	89	919	879	40	4.6%	38	23	15	65.2%	957	955	2
Sycamore Canyon	61	51	51	49	33	47	42	0	0	334	319	15	4.7%	0	28	-28	-100.0%	334	337	-3
<b>SUBTOTAL</b>	695	684	684	630	648	665	717	709	679	6111	6026	85	1.4%	215	232	-17	-7.3%	6326	6,311	15
Alternative School	2	4	4	3	2	3	7	5	4	34	35	-1	-2.9%					34	30	4
Success Academy								4	5	9	2	7	350.0%					9	9	0
NPS										0	0	0		2	5	-3	-60.0%	2	2	0
EAK										0	0							0	0	0
<b>SUBTOTAL</b>	2	4	4	3	2	3	7	9	9	43	37	6	16.2%					45	41	4
<b>TOTAL</b>	697	688	688	633	650	668	724	718	688	6154	6063	91	1.5%					6371	6352	19

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	1053
Cajon Park	1
Chet F. Harritt	591
Sycamore Canyon	369
<b>Total PK</b>	<b>37</b>

<b>Total Enrollment Including PK</b>	<b>6408</b>
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# *Schedule of Upcoming Events*

<i>Date</i>	<i>Event</i>
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 18, 2011

Spotlight on Learning: Principal Report  
from PRIDE Academy

**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, PRIDE Academy Principal Stephanie Southcott will present this information to the Board. In addition, Mrs. Southcott 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 Item B.3. Presentation of the Santee School District Board of Education's Initial Proposals to Modify Articles of the Successor Collective Bargaining Agreement with California School Employees Association (CSEA) Chapter 557

Prepared by Minnie Malin  
January 18, 2011

Tonight, the Board of Education's initial proposals to modify articles of the successor collective bargaining agreement between the District and CSEA will be presented. Copies of the attached Board proposals will be posted for the public to read at the Santee Public Library, Santee Chamber of Commerce, Santee City Hall, District Education Center and all school site offices.

Section 3547 of the Government Code requires that the District hold a public Hearing in matters of employee organization negotiations proposals. The Public Hearing on the proposal will be at the February 1, 2011, regular Board meeting.

Agenda Item B.3.

**Santee School District Board of Education Initial Proposals for Successor Negotiations 2010-11**

**PLEASE POST UNTIL FEBRUARY 2, 2011**

#	Article Title	Major Components	District Interests/Issues
I	Agreement	Description of parties and authority.	No changes proposed.
II	Recognition	List of represented positions.	Revise list of positions to omit those that are obsolete and to include all those that are active.
III	Management Rights and Board Powers	Description of rights and how exercised. Definition of emergency invoking right to amend, modify, or rescind.	
IV	Association Rights	Description of rights.	Revise section 14 to reduce weekly paid release time for association officers and make it non-transferable.
V	Organizational Security	Membership; dues; objections based on religion.	No changes proposed.
VI	Employee Rights	Review of personnel files. Discipline: definition; causes; and process.	No changes proposed.
VII	Grievance Procedure	Definitions and description of grievance levels and process.	No changes proposed.
VIII	Procedure for Evaluation	Types of evaluations, process, and timelines.	Add a place to list the number of vehicle moving violations in safety section of evaluation forms.
IX	Safety	Membership on Safety Committee. Reporting accidents and unsafe working conditions. Use of own physician for work related illness or injury.	No changes proposed.
X	Hours	Definitions of workweek and workday. Overtime: definition; computation; and inclusion of average workweek for determining overtime. Meal and rest periods. Bus driver sitting time. Bus driver standby time on special trips. Minimum pay for call back time: before 10pm = 90 minutes; after 10pm = 150 minutes. Compensatory Time Off Summer School Assignments Transportation Dept Procedures: route bidding procedures; modification of routes; procedures for field trip and Therapy run assignments; uniform for mechanic; training; and health & welfare benefit calculation. Secretary II and Student Attendance Clerk work years.	<ul style="list-style-type: none"> <li>Section H: Revise bus driver paid sitting time to conform with practice at surrounding districts.</li> <li>Section K: Revise comp time language to conform with Education Code 45129.</li> <li>Section N.1: Change "Project SAFE" references to "Out of School Time Programs".</li> </ul>
XI	Layoff, Reemployment, Involuntary Reduction in Hours, and the Impacts and Effects of Such Matters	Reasons for actions included in definition; opportunity for voluntary transfer in lieu of layoff; notice and order of layoff; bumping rights; and impacts and effects of layoffs.	No changes proposed.
XII	Holidays	List of paid holidays.	No changes proposed.
XIII	Vacation	Accrual of vacation and differences for 9, 10, 11, and 12 month employees.	Add sub-section 2.e; to account for employees working less than 9 months for accrual of vacation.

**Santee School District Board of Education Initial Proposals for Successor Negotiations 2010-11**

**PLEASE POST UNTIL FEBRUARY 2, 2011**

XIV	Transfers	Definition of Terms	No changes proposed.
		District-initiated Transfer	
		Employee-initiated Transfers – single and multiple.	
		Medical Transfers	
		Interview process and notifications.	
XV	Promotion	Employment opportunities and job vacancies.	No changes proposed.
XVI	Leave Provisions	Types of paid and unpaid leaves and rules governing accrual and use.	Eliminate clause B.9.f.4; pertaining to obsolete manual practice for charging an additional day of sick leave for failure to notify District of intent to return to duty by 5:00am.
		Sick Leave Donation	
XVII	Compensation	Salary placement and classification; and reclassification.	Revise section H to incorporate less than 9 month employees for promotion to higher classification.
		Longevity	
		Professional Growth Program	
		Salary Schedule	
		Employee Mileage Reimbursement	
		Promotion to Higher Classification	
XVIII	Health & Welfare Benefits	Maximum district contribution.	No changes proposed.
		Plan types and descriptions.	
		Benefit Year	
		Process for employee selection of benefits.	
		Retired Employees' Health Benefits	
		Section 125 Flexible Spending Accounts	
XIX	No Lockout	Prohibition against District locking out employees.	No changes proposed.
XX	Concerted Activities	Prohibition against employee strikes, work stoppages, slowdowns, picketing, or refusal to fully and faithfully perform job functions and responsibilities.	No changes proposed.
XXI	Contract Provisions	Savings provision whereby determination of contract components as invalid by law or court leaves other components as valid and binding.	No changes proposed.
		Mutual support of agreement.	
		Specific provision prevails over practices, procedures, regulations, and State law as permitted.	
		Completion of Meet and Negotiate	
		Annual re-openers: Compensation, Health & Welfare, and 2 other articles per party.	
XXII	Term	July 1, 2007 through June 30, 2010	<ul style="list-style-type: none"> <li>• Revise term dates for new 3-year period.</li> <li>• Revise section B for notification of request to modify or amend the agreement between Feb 15<sup>th</sup> and Mar 15<sup>th</sup> of each year covered by the agreement.</li> </ul>
	Annual re-openers: Compensation, Health & Welfare, and 2 other articles per party.		

The Board of Education reserves the right to add to, modify, change, and/or delete proposals during the bargaining process.

Reports and Presentations Item B.4. Presentation of the California School Employees Association (CSEA) Chapter 557's Initial Proposals to Modify Articles of the Successor Collective Bargaining Agreement with the Santee School District Board of Education

Prepared by Minnie Malin  
January 18, 2011

Tonight, CSEA's initial proposals to modify articles of the successor collective bargaining agreement between CSEA and the District will be presented. Copies of the attached CSEA proposals will be posted for the public to read at the Santee Public Library, Santee Chamber of Commerce, Santee City Hall, District Education Center and all school site offices.

Section 3547 of the Government Code requires that the District hold a public Hearing in matters of employee organization negotiations proposals. The Public Hearing on the proposal will be at the February 1, 2011, regular Board meeting.

Agenda Item B.4.



**PLEASE POST UNTIL FEBRUARY 2, 2011**

**THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND  
ITS CHAPTER #557'S INITIAL PROPOSALS TO  
THE SANTEE SCHOOL DISTRICT FOR SUCCESSOR NEGOTIATIONS**

Pursuant to the Educational Employment Relations Act (EERA) and Article 22: *Term of Agreement* of the current collective bargaining agreement between the Santee School District and the California School Employees Association, and its Chapter #557, we submit our initial proposals to meet and negotiate regarding successor negotiations with the District. CSEA proposes that all portions of the current Agreement remain in full force and effect, except for the following:

**ARTICLE I: AGREEMENT**

Propose new language as follows:

A. Effect of Agreement

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law.

**ARTICLE II: RECOGNITION**

Incorporate new job descriptions into the Article and put back in job descriptions that were eliminated from Article II Recognition, such as Custodian I and Accountant Assistant I.

**ARTICLE IV: ASSOCIATION RIGHTS**

Provide for updated and improved release time language to allow two (2) duly elected chapter delegates to attend CSEA State Conference for up to five (5) days.

**ARTICLE VI: EMPLOYEE RIGHTS**

A. Personnel Files

Propose updated and improved language to ensure employees' confidentiality.

C. Public Charges

Propose new section to handle public charges, including any charge by a citizen, parent, staff member or student.

D. Discipline

Propose new subsection to require supervisors to timely give notice to a bargaining unit member of any infraction/deficiency that may result in disciplinary action.

**ARTICLE IX: SAFETY**

D. Extreme Weather Conditions

Propose new language to ensure the well being of employees during extreme weather conditions.

**PLEASE POST UNTIL FEBRUARY 2, 2011**

**ARTICLE X: HOURS**

C. Overtime

Propose new subsection and language to ensure overtime work is offered on a rotational basis and equally distributed among employees.

D. Temporary Extra Work Opportunities

Propose new section to handle extra work opportunities of a temporary nature that shall not be considered as additional hours assigned on a regular basis.

K. Call Back Time

Propose new language simplifying the compensation of employees required to return to work after completion of the normal work schedule.

L. Compensatory Time Off

Propose new subsection clarifying use of compensatory time off.

L. Reduction Adjustment in Assigned Time

Propose striking out section due to redundancy.

**ARTICLE XI: LAYOFF, REEMPLOYMENT, INVOLUNTARY REDUCTION IN HOURS, AND THE IMPACTS AND EFFECTS OF SUCH MATTERS**

B. Opportunity for Voluntary Transfer in Lieu of Layoff and/or Reduction in Hours

Propose striking out section.

B. Notice of Layoff

Propose new language clarifying that the Association shall also be given notice of affected employees and increase notice given to affected employees.

C. Reduction in Hours

Removal of waiver of members' rights to bargain and clarify that the decision to reduce an employee's hours is subject to negotiations with the Association prior to taking effect.

D. Order of Layoff

Propose new subsections clarifying seniority and how to handle when two or more employees have equal seniority dates.

Propose new language clarifying that reemployment takes precedence over any other type of employment for those employees on the thirty-nine (39) month rehire list. Also clarifying that if an employee refuses a reemployment offer (one with the same hours/work year), s/he shall not be eligible for further preferring consideration.

E. Bumping Rights and Involuntary Reduction in Assigned Time

Propose new language clarifying bumping rights.

G. Equal Seniority

Propose striking out section as redundant.

**PLEASE POST UNTIL FEBRUARY 2, 2011**

H. Impacts and Effects of Layoff

Propose striking out section 4 as waiver of members' right to bargain. Also propose new language to assist affected employees with seeking other employment.

K. Prohibition of Transfer of Bargaining Unit Work

Propose new section to prohibit the transfer of bargaining unit work.

**ARTICLE XVI: LEAVE PROVISIONS**

A. General Provisions

Propose new section to clarify absence reporting.

B. Specific Provisions

Include mother-in-law, father-in-law and domestic partner in bereavement leave.

4. Judicial and Official Appearance Leave

Strike out language that is no longer applicable.

9. Sick Leave

Strike out language that is no longer applicable.

**ARTICLE XVII: COMPENSATION**

E. Professional Growth Program

1. Compensation

Propose clarifying language that formalizes compensation to a set amount instead of prorated based on employees' hours at work.

**ARTICLE XVIII: HEALTH & WELFARE**

Propose new language that clarifies chapter membership role in choosing plans and carriers.

Also, propose increase in maximum District contribution toward employee health and welfare benefits.

**ARTICLE XXII: TERM**

Propose for updated language including but not limited to that the Agreement shall remain in full force and effect up to and including the length of term negotiated between CSEA and the Santee School District and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing by the designated time negotiated between CSEA and the Santee School District of its request to modify, amend or terminate the Agreement.

Propose updated and improved language including, but not limited to that for the 2010-2011, 2011-2012 and 2012-2013 school year, Articles may be subject to re-opening negotiations for each contract year. Propose new language in changing reopeners to any four (4) Articles, not limited to compensation and health & welfare and two (2) additional.

CSEA and its Chapter #557 reserve the right to add to, modify, change and/or delete proposals during the bargaining process.

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.

PUBLIC HEARINGS Item D

Agenda Item D.

Public Hearing Item D.1.

School Accountability Report Card (SARC) Timeline  
Extension Waiver Request to the California  
Department of Education

Prepared by Kristin Baranski  
January 18, 2011

**BACKGROUND:**

Submission of a general waiver to the California Department of Education requires a properly noticed public hearing held during a board meeting at which time the public may testify on the waiver proposal. Administration is proposing the submission of a general waiver related to Education Code 35256 - 35258, School Accountability Report Card.

In Consent Item E.4.1, placed later in the agenda, the submission of the general waiver will be presented to the Board for approval.

The public hearing should convene and permit any interested citizens to raise questions or to provide input to submission of the general waiver related to Education Code 35256 - 35258, School Accountability Report Card.

Agenda Item D.1.

**PLEASE POST  
Until January 18, 2011**

NOTICE OF PUBLIC HEARING  
FROM THE  
SANTEE SCHOOL DISTRICT  
FOR  
SCHOOL ACCOUNTABILITY REPORT CARD (SARC) TIMELINE EXTENSION  
WAIVER REQUEST TO CALIFORNIA DEPARTMENT OF EDUCATION

The Santee School District Board of Education shall hold a public hearing regarding submission of a general waiver for the School Accountability Report Card (SARC) Timeline Extension to the California Department of Education.

**DATE:** Tuesday, January 18, 2011

**TIME:** 7:00 p.m.

**PLACE:** Educational Resource Center  
9619 Cuyamaca Street  
Santee, CA 92071

Posted 01-07-11  
Santee City Clerk's Office  
Santee Library  
Educational Resource Center  
Santee Chamber of Commerce  
Santee Schools

## **THE PRESIDENT OF THE BOARD READS**

### Public Hearing D.1.

The Santee School District is submitting a waiver request to the California Department of Education to extend the timeline for posting of the School Accountability Report Card (SARC) from February 1, 2011 to April 1, 2011.

Education Code 33050-33053, general waiver request, requires a district post Notice of Public Hearing for ten (10) days and then hold a public hearing during a board meeting at which time the public may testify on the waiver proposal.

This public hearing will now convene. Is there anyone in the audience who wishes to make statements or ask questions regarding this general waiver request?



CONSENT ITEMS Item E.

*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 E

Consent Item E.1.1. Approval of Minutes  
Prepared by Dr. Patrick Shaw  
January 18, 2011

**BACKGROUND:**

Presented for Board approval –

- January 4, 2011, regular meeting minutes

**RECOMMENDATION:**

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

Motion:

Second:

Vote:

Item E.1.1.

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

January 4, 2011  
**MINUTES**

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

**A. OPENING PROCEDURES**

1. Call to Order and Welcome

President Ryan called the meeting to order a 7:02 p.m. and asked all in attendance to read along with her the District Mission Statement.

Members present:

Barbara Ryan, President  
Dan Bartholomew, Vice President  
Dianne El-Hajj, Clerk  
Ken Fox, Member  
Dustin Burns, 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. President Ryan invited Erica Martinez, a teacher at Carlton Hills School, to lead the members, staff and audience in the Pledge of Allegiance.

3. Approval of Agenda

It was moved and seconded to approve the agenda.

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

**B. REPORTS AND PRESENTATIONS**

1. Superintendent's Report

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

2. Spotlight on Learning: Principal Presentation from Hill Creek School

Hill Creek Principal Jerelyn Lindsay, and Vice Principal Suzanne Martin shared that Hill Creek is very enthusiastic about the uplift at their school with the installation of Solar Administration, in collaboration with staff, have done an analysis to establish what is working well and what is not and implementing strategies that have proven to be successful. The strategies include: ideas from articles and peers from other schools, dedicated funds for professional development, and reading intervention strategies.

Mrs. Lindsay also shared how the students and staff are using the solar for learning activities. The school held a schoolwide energy appreciation day on November 17<sup>th</sup>.

3. Spotlight: Out-of-School-Time Programs

Pam Brasher, Director of Out-of-School-Time Programs presented their new logo, which encompasses all of the programs that have joined Project SAFE. Ms. Brasher said first she must mention the staff, because the programs could not run without the great staff. A slide presentation showed staff participating in staff development and students involved in all aspects of the Out-of-School-Time Programs. She explained the expansion includes after school enrichment classes that include a "learn to swim" program partnership with the YMCA. As our partner, the YMCA has provided a wonderful discount for students. Four schools have participated in this enrichment class and the others will have the opportunity before the end of the school year. Families that do not attend Project SAFE are also invited to participate. Another enrichment class provided was drama. The class culminated with a production of *Willy Wonka*. During the summer program, the 6-7-8 grades joined together to participate in a specially designed middle school program, ending with a rock climbing adventure at Mission Trails Park. Next year the middle school students will participate in a bowling league. The YALE fee-based

preschool program has been very successful, expanding to Hill Creek this year with 2 classes, and adding another class this month. Ms. Brasher thanked the Board for their support for the afterschool program and the many opportunities they are now able to provide children.

Member Bartholomew asked how the program and the afterschool opportunities are advertised to the community. Ms. Brasher said in addition to the web site, she is preparing to pilot a *Facebook* site. This is the way the parents of today communicate and she believes a *Facebook* contact will spread the word quickly.

Member Burns asked if the number of older students participating in the program has increased over the years. Ms. Brasher said the middle school population is increasing, especially over the summer.

Member Burns said Ms. Brasher runs a quality program with fiscal responsibility and is greatly appreciated. Ms. Brasher said the Out-of-School-Time Programs department partners with the schools frequently and recently purchased 28 net-books they share with PRIDE Academy.

Member Fox shared that he attended the *Willy Wonka* play and it was very well done and very cute. There was a large audience for the performance.

#### **D. PUBLIC COMMUNICATION**

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

#### **E. CONSENT ITEMS**

Items listed under Consent are considered to be routine and are all acted on by the Board with one single motion. President Ryan 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 Expenditure Warrants**
- 2.3. Approval/Ratification of Purchase Orders**
- 2.4. Approval/Ratification of Revolving Cash Report**
- 2.5. Pulled for Separate Consideration**
- 2.6. Approval of Uniform Complaint Quarterly Report Required by the Williams Settlement**
- 3.1. Approval of Revised Excel Therapy Agreement for Language Speech Therapy Services**
- 4.1. Personnel, Regular**
- 4.2. Pulled for Separate Consideration**

It was moved and seconded to approve Consent Items, with the exception of Items E.2.5. and E.4.2.

**Motion: Bartholomew Second: Burns Vote: 5-0**

**2.5. Acceptance of Donations** (Pulled by Member Bartholomew for separate consideration.) Member Bartholomew wanted to express appreciation to the Santee School District Foundation for their continued support of the classrooms through mini-grants. Their contributions are putting direct dollars into things that matter. Member Bartholomew moved to accept the donations listed.

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

**4.2. Approval of New Probationary Teachers** (Pulled by Member Burns for separate consideration.) Members Burns wished to act on the approval of new probationary teachers as a separate action. Member Burns moved to approve the new probationary teachers.

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

Following the Board's action, Mrs. Malin introduced the four new probationary teachers.

#### **G. DISCUSSION AND/OR ACTION ITEMS**

President Ryan invited comments from the public on any item listed under Discussion and/or Action. There were no comments.

##### **1.1 Approval of Monthly Financial Report**

Assistant Superintendent Karl Christensen presented the monthly financial report. The latest projections are that the District can meet its cash obligations through June 30, 2011. The budget report is unchanged from October

and the year will end with a small surplus and reserve percentage of 16.56%, including fund 17, but these reserves will be nearly depleted by the end of the 2012-13 fiscal year with the current budget assumptions. Administration anxiously awaits the new Governors budget proposal. There are some positive signs at the State level. Revenue was up a bit in November. Governor Brown still needs to address the \$ 28billion deficit. Member El-Hajj moved to approve the Monthly Financial Report.

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

## **1.2 Acceptance of FCMAT Report Regarding Student Transportation and Optimal Bell Schedules**

Karl Christensen reported that in April 2009 the Board approved a Fiscal Crisis and Management Assessment Team (FCMAT) to review student transportation and bell schedules in order to ascertain if there would be a feasible savings with route changes and/or an optimal bell schedule. Their task was to provide recommendations that would maximize and optimize savings from the transportation of students.

Tim Purvis, one of the FCMAT team members and the transportation director in Poway, presented the findings of the team to the Board. He thanked Dr. Gillespie, who headed the team but was unable to attend this evening for the report.

Mr. Purvis said it was a pleasure working with the Transportation staff and that he believes Debbie Griffin and Diane Turner are doing a great job. He provided a background of the Fiscal Crisis and Management Assistance Team. FCMAT was asked to come in and narrow down the findings from the FCMAT report from 2009. There were 3 areas of focus:

1. Review the current instructional calendar and bell schedules,
2. Conduct an analysis with routing optimization software,
3. Determine the optimal configuration of the bell schedules and modified days for the Districts nine schools, and provide recommendations to the Board.

The prior study in 2009 revealed that the District was beginning each of their nine schools within 55 minutes of each other with multiple start and dismissal times. Individual schools' modified days create an additional challenge to efficiently and cause additional resources to be spent. The current findings show 193 special education students and 234 regular education students receiving transportation service. The ridership ratio of students per bus remains below the statewide average. The 2009-10 school year has become less efficient for transportation support with five start times and twelve dismissal times. This is a real challenge from the transportation perspective. Modified day support costs the District an additional \$6,000 annually.

The recommendations from FCMAT include:

1. Design a two-tier District master bell schedule which would result in elimination of 1-2 bus routes.
2. Create a standard formula for a District modified school day plan-assuring no additional transportation resources are required.
3. Review school site traffic patterns to determine optimal time to start/end school. (For consideration)
4. Maintain a minimum of forty minutes between the two tiers to allow sufficient pick up and delivery of students.

Member Bartholomew asked if the special education student ridership increased this year because of the client base or another reason. Mrs. Baranski responded saying the count was not correct and Administration is checking. It may have been that preschool students were not included in the previous count.

Member Burns asked if the possibility of having combination classes would be impacted with assigned dismissals. Dr. Shaw said Administration would accommodate that by either assigning one grade to go with the other or maybe one group would leave earlier, such as currently done in K-1 combos.

Member Burns asked if there are other ways to arrange a bell schedule to get the same savings. Mr. Purvis said there are many combinations that can be implemented, such as grouping schools or regionalizing. Dr. Shaw said the next step is to investigate with our own staff to see what is feasible from the recommendations. There are things we can look at, such as if the two-tier routes could be phased in and how modified days could be structured. Mr. Purvis said the bus recommendations are separate and the optimal bell schedules are not connected to modified days.

Member Burns has reservations about a two-tier start time at schools. His concerns include parent schedules and safety with students being home alone in the mornings.

President Ryan has concerns about multiple start times for families. It is difficult for families with more than one child to have separate start times. She would prefer staggering start times by school.

Member Burns moved to accept the FCMAT report regarding Student Transportation and Optimal Bell Schedules and Administration will investigate which of the recommendations would be feasible for implementation. Any implementation would come to the Board prior to consideration.

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

**2.1. State Funding and Capital Improvement Program Update**

ON Dec. 15, 2010 Santee School District received word that the State Allocation Board had allocated the previously unfunded \$35,096,478 due to the District, most of which was for reimbursement of work already completed in Phase I. These funds, coupled with the potential \$5.9 million General Obligation Bond sale, will allow the District to pay off the Bond Anticipation Note, modernize the three schools in Phase II (Chet F. Harritt, Hill Creek, and PRIDE Academy), construct the remaining two ball fields at Chet F. Harritt, and have approximately \$11.78 million remaining. These remaining dollars are enough to do only one 10-classroom construction at this time. Mr. Christensen presented the Board with a number of decisions they would need to make in the near future. Administration will be seeking direction from the Board about which classroom addition to do if only one can be built at this time. Administration recommends Hill Creek be designated to receive the classroom at this time because there is a greater need with a 6-classroom shortage to be realized following their modernization, YALE preschool would like to continue using classrooms for their program, and the State grant funding is the highest for Hill Creek.

Administration will also be coming to the Board in the future with options for an opportunity to provide the benefits of modernization and current learning environments at Chet F. Harritt at a lower cost and allow to the District to complete the school without having to wait and reducing the cost by \$5 million.

Administration requested approval to move forward the modernization projects and bring the Board the Guaranteed Maximum Prices over the next several weeks in order to assure work to begin as soon as possible.

Member Ryan said she believes no action should be taken regarding Chet F. Harritt before the school community is made aware of the plans and has an opportunity for input. Dr. Shaw said Administration will return to the Board on January 18<sup>th</sup> asking the Board to consider several viable options that Administration can then take back to the community for input. Their input would be brought to the Board for consideration when a decision is requested.

Member Burns wants to look at the language in the bond before making decisions.

Member Bartholomew would not want to make a decision until the Chet F. Harritt issue was a part of the whole discussion and revisiting the components of modernization at Chet F. Harritt and PRIDE Academy.

Board members requested a workshop be scheduled to look at the modernization and construction picture as a whole. Dr. Shaw will provide background material about decisions that have been made prior to the halting of construction when the funding was frozen.

Board members approved for staff to move forward seeking the Guaranteed Maximum Prices for modernization to bring to the Board for consideration.

**2.2. Approval of George Mercer Contract**

Karl Christensen reported that several months ago Administration brought a water conservation plan to the Board. This contract is for landscape and architectural document preparation to submit plan to Padre Dam Water and the County of San Diego to move forward on installing split irrigation. Member Bartholomew asked if there is an estimate for water savings. Mr. Christensen said there is no saving estimate at this time. Member Burns moved to approve the agreement for landscape architectural services with George Mercer Associates Inc.

**Motion: Burns                      Second: Bartholomew                      Vote: 5-0**

**3.1. Approval of Revised Consultant Agreements: Bridges Educational Corporation and Laura Epstein, AAC Specialist**

Kristin Baranski returned with a consultant agreement previously approved by the Board because the approved amounts have been expended. The initial estimates were based on the costs from last year. Administration

presented a revised agreement for autistic and mild/to moderate severe classes. This need is due to an increase in new special education teachers and the greater need of a particular student this year. Member Burns was sad to see previous consultant Deborah Plotkin leave and questioned if the District will still be realizing a savings. Mrs. Baranski said there is still a savings using Bridges and we receive a broader service level. Member Burns does not agree that the services being received are as adequate as previously received. Member Burns moved to approve the revised consultant agreements with Bridges and Laura Epstein through June 30, 2011.

**Motion:** Burns                      **Second:** Fox                      **Vote:** 5-0

**3.2. AB 3632 County Mental Health Services: Adoption of Resolution #1011-11**

Kristin Baranski provided background information on funding for AB 3632 mental health services provided to students through County Mental Health. The Governor has suspended AB 3632 which means these costs will now be the responsibility of the school districts. There is a CSBA lawsuit currently in the courts saying only the Legislature can suspend a mandate. County Mental Health (CMH) was going to discontinue services at the end of 2010. Through negotiations, CMH has agreed to provide the services through June 2011 but the fiscal responsibility will be with the districts because the funding is suspended. Then next steps are to advocate for legislative remedies, adopt Board Resolutions, and seek short term stability and long term options. Member Bartholomew is frustrated that these are the areas that were chosen to take funding from. He asked if resolutions are effective. President Ryan said not necessarily, but they make a statement of support from the Board. Dr. Shaw reported the SELPA is scheduling meetings with legislators. The Board will be meeting with legislators as well and this should be a topic.

Member Burns moved to approve Resolution #1011-11 in support of full State funding of County mental health services for children with disabilities.

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

**H. BOARD POLICIES AND BYLAYS**

**1. Second Reading: New BP 5118 Open Enrollment Act Transfers**

There were no comments and Member El-Hajj moved to adopt new Board Policy 5118.

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

**I. BOARD COMMUNICATION**

Dr. Shaw shared an incident at Sycamore Canyon School this afternoon. The Sheriff will investigate and a school messenger will be sent out.

Dr. Shaw reported that Stephanie Southcott, through information from a parent at her school, sent a letter to Sony requesting laptops for her school. She recently received 19 brand new laptops for her school. Administration will invite a Sony representative to a Board meeting to formally thank them.

**J. CLOSED SESSION**

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

**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*

The Board entered closed session at 9:05 p.m.

**K. RECONVENE TO PUBLIC SESSION**

The Board reconvened to public session at 9:55 p.m. No action was reported.

**L. ADJOURNMENT**

The January 4, 2011 regular meeting adjourned at 9:55 p.m.

Consent Item E.2.1. Approval/Ratification of Travel Requests  
Prepared by Karl Christensen  
January 18, 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 \$780, with additional substitute costs of \$105, 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 E.2.1.
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**Board Travel Report - January 18, 2011**

Travel Dates	Attendees	Site or Dept	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Overnight, Out-of-State, Air Travel
Thursday, 01/20/11	Hope Michel	Special Ed	Special Education Budget Training	SDCOE	\$0	\$30	Special Education	This workshop will focus on Special Education budget training
Fri-Sat, 02/04/11 - 02/05/11	Gillian Ryan	PRIDE	Greater San Diego Math Council Conference	San Diego	\$105	\$140	EIA	This workshop shows how to improve math instruction.
Fri-Sat, 03/04/11- 03/05/11	Ken Fox Dr. Patrick Shaw	Board Superintendent	2011 Institute for New and First-Term Board Members	San Diego	\$0 \$0	\$305 \$305	Board Travel Superintendent's Office	This institute will provide tools and training to become an effective member of the governance team.
(NONE)								

Consent Item E.2.2. Approval/Ratification of Expenditure Warrants  
 Prepared by Karl Christensen  
 January 18, 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 December 2010:

<u>Fund #/Name</u>	<u>Warrant #'s</u>	<u>Amount</u>
03/06 General	12-850364 TO 12-858333	\$230,808.23
09 00	N/A	\$0.00
12 06	12-850435 TO 12-850437	\$698.96
13 00	12-850438 TO 12-856908	\$82,267.12
14 00	N/A	\$0.00
21 09	N/A	\$0.00
21 39	12-850454	\$6,500.00
25 18	12-853046 TO 12-858337	\$6,048.90
25 38	N/A	\$0.00
30 00	N/A	\$0.00
		<b>\$8,590.72</b>

Student Body Warrants issued for the period of December 2010:

**\$4,546.06**

Payroll Warrant #'s beginning 10-405244 through 10-405998 and 10-943936 through 10-943989:

<u>Fund #/Name</u>	<u>Amount</u>
03 00	\$2,582,192.46
06 00	\$772,979.61
12 06	\$19,451.23
13 00	\$66,242.62
25-18	\$0.00
63 00	\$156,263.08
<b>\$3,597,129.00</b>	

**RECOMMENDATION:**

Administration recommends that the Board approve the expenditure warrants for the month of December 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 \$3,936,588.99 and is disclosed above.

**STUDENT ACHIEVEMENT IMPACT:**

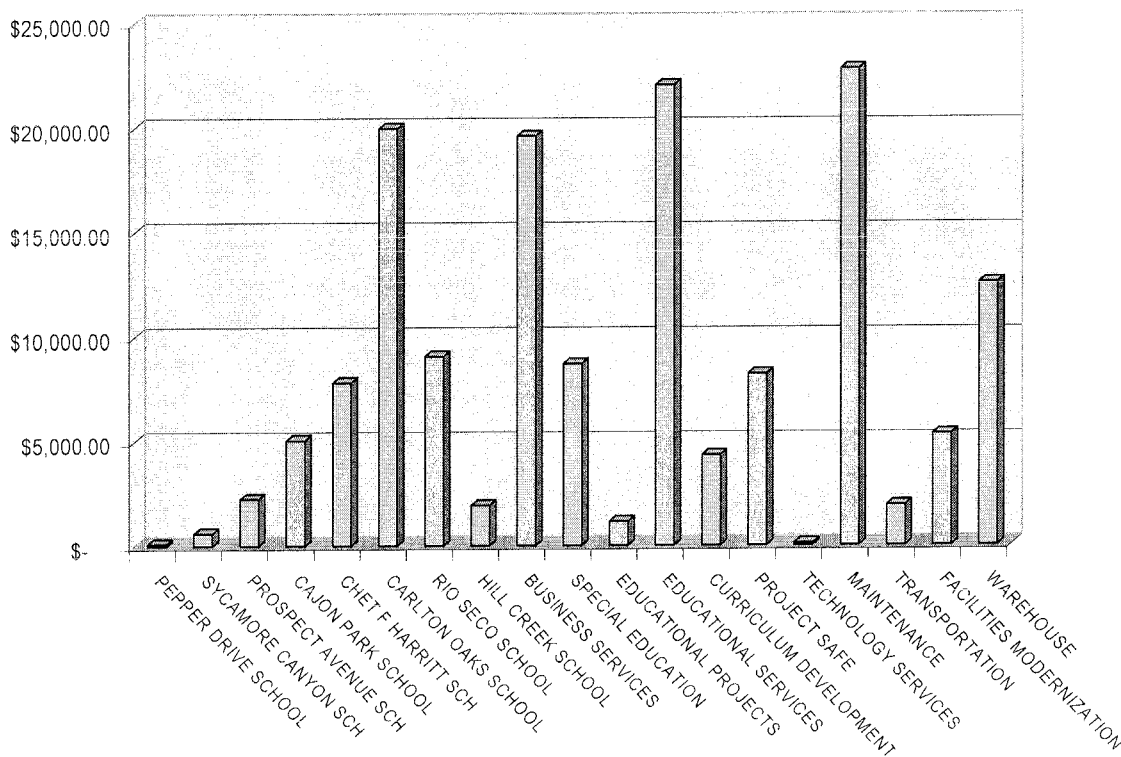
This is a fiscal item. All fiscal resources impact student achievement.

Motion:		Second:		Vote:		Agenda Item E.2.2.
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**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. There were no purchase order increases by 10% or more during the month of December 2010.

**PURCHASE ORDER REPORT  
 DECEMBER 2010**



**RECOMMENDATION:**

Administration recommends approval of purchase orders #100726 through #100825 issued December 1, 2010 through December 31, 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 \$153,590.30 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 E.2.3.
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**LOCATION LIST 2010-11**

- 01 Santee School
- 02 Pepper Drive School
- 03 Carlton Hills School
- 04 Sycamore Canyon School
- 05 Prospect Avenue School
- 06 Cajon Park School
- 07 Chet F. Harritt School
- 08 Carlton Oaks 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

- 76 Transportation
- 78 Warehouse
- 90 Central Kitchen
- 92 Publications
- 97 District Wide
- 100 Summer School
- 108 Carlton Oaks Summer School
- 110 Hill Creek Summer School

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  
(Modernization) and Lease/Purchase
- 40 00 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 LISTING - DECEMBER 2010  
BY SITE**

PO NBR	DATE	FUND	VENDOR	DESCRIPTION	AMOUNT	LOC	LOCATION
100789	12/13/2010	3	MAINTEX INC	CUSTODIAL SUPPLIES - PD	\$ 87.11	002	PEPPER DRIVE SCHOOL
				<b>TOTAL</b>	<b>\$ 87.11</b>		<b>PEPPER DRIVE SCHOOL</b>
100767	12/8/2010	3	MISSION JANITORIAL SUPPLIES	CUSTODIAL SUPPLIES	\$ 406.18	004	SYCAMORE CANYON SCH
100768	12/8/2010	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$ 196.69	004	SYCAMORE CANYON SCH
				<b>TOTAL</b>	<b>\$ 602.87</b>		<b>SYCAMORE CANYON SCH</b>
100740	12/2/2010	3	HARCOURT OUTLINES INC	CLASSROOM SUPPLIES	\$ 80.19	005	PROSPECT AVENUE SCH
100757	12/6/2010	3	SIGNATURE FUNDRAISING INC	FUNDRAISER - PA	\$ 1,810.80	005	PROSPECT AVENUE SCH
100769	12/8/2010	6	TROXELL COMMUNICATIONS INC	ELECT. EQUIP REPL. PARTS - PA	\$ 358.23	005	PROSPECT AVENUE SCH
				<b>TOTAL</b>	<b>\$ 2,249.22</b>		<b>PROSPECT AVENUE SCH</b>
100729	12/2/2010	3	SKEDADDLE FUNDRAISERS	6TH GR. CAMP FUNDRAISER - CP	\$ 4,684.00	006	CAJON PARK SCHOOL
100748	12/3/2010	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$ 373.95	006	CAJON PARK SCHOOL
				<b>TOTAL</b>	<b>\$ 5,057.95</b>		<b>CAJON PARK SCHOOL</b>
100726	12/2/2010	3	BEST BUY BUSINESS ADVANTAGE	ELECTRONIC EQUIPMENT	\$ 551.74	007	CHET F HARRITT SCH
100749	12/6/2010	6	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	\$ 40.00	007	CHET F HARRITT SCH
100774	12/9/2010	3	SCHOLASTIC BOOK FAIRS - 10	BOOK FAIR - CFH	\$ 3,916.15	007	CHET F HARRITT SCH
100780	12/10/2010	3	MAINTEX INC	CUSTODIAL SUPPLIES - CFH	\$ 415.13	007	CHET F HARRITT SCH
100805	12/15/2010	3	LAKESHORE	CLASSROOM MATERIALS	\$ 300.00	007	CHET F HARRITT SCH
100806	12/15/2010	3	ENTERTAINMENT PUBLICATIONS LLC	FUNDRAISING - CFH PROJ. SAFE	\$ 1,880.00	007	CHET F HARRITT SCH
100807	12/15/2010	3	ENTERTAINMENT PUBLICATIONS LLC	FUNDRAISING - CFH PROJ SAFE	\$ 712.00	007	CHET F HARRITT SCH
				<b>TOTAL</b>	<b>\$ 7,815.02</b>		<b>CHET F HARRITT SCH</b>
100727	12/2/2010	3	MAD SCIENCE OF SAN DIEGO	ADMISSIONS	\$ 275.00	008	CARLTON OAKS SCHOOL
100732	12/2/2010	3	DELL MARKETING L.P.	PARTS FOR LAPTOP	\$ 53.49	008	CARLTON OAKS SCHOOL
100747	12/3/2010	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$ 113.88	008	CARLTON OAKS SCHOOL
100753	12/6/2010	3	CPM EDUCATIONAL PROGRAM	CLASSROOM MATERIALS	\$ 114.01	008	CARLTON OAKS SCHOOL
100779	12/10/2010	3	MAINTEX INC	CUSTODIAL SUPPLIES - CO	\$ 1,076.32	008	CARLTON OAKS SCHOOL
100803	12/15/2010	3	TROXELL COMMUNICATIONS INC	ELECT EQUIP REPL PARTS - CO	\$ 574.31	008	CARLTON OAKS SCHOOL
100804	12/15/2010	3	DEMCO INC	CLASSROOM SUPPLIES	\$ 30.50	008	CARLTON OAKS SCHOOL
100808	12/15/2010	3	DELL MARKETING L.P.	COMPUTER	\$ 831.30	008	CARLTON OAKS SCHOOL
100809	12/15/2010	3	TECH4LEARNING	SOFTWARE LICENSES	\$ 760.00	008	CARLTON OAKS SCHOOL
100810	12/15/2010	3	PC MALLGOV	SOFTWARE LICENSES	\$ 41.59	008	CARLTON OAKS SCHOOL
100811	12/15/2010	3	DELL MARKETING L.P.	NETBOOKS	\$ 8,757.00	008	CARLTON OAKS SCHOOL
100812	12/16/2010	3	PC MALLGOV	SOFTWARE LICENSES	\$ 748.62	008	CARLTON OAKS SCHOOL
100815	12/16/2010	3	DELL MARKETING L.P.	PRINTER	\$ 616.20	008	CARLTON OAKS SCHOOL
100822	12/17/2010	3	BUTTER BRAID SAN DIEGO	6TH GR CAMP FUNDRAISER - CO	\$ 5,390.00	008	CARLTON OAKS SCHOOL
100825	12/17/2010	3	STEIN FAMILY FARM	ADMISSIONS	\$ 575.00	008	CARLTON OAKS SCHOOL
				<b>TOTAL</b>	<b>\$ 19,957.22</b>		<b>CARLTON OAKS SCHOOL</b>
100734	12/2/2010	3	TROXELL COMMUNICATIONS INC	ELECTRONIC EQUIPMENT	\$ 8,430.46	009	RIO SECO SCHOOL
100752	12/6/2010	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$ 514.25	009	RIO SECO SCHOOL
100823	12/17/2010	3	NATIONAL GEOGRAPHIC KIDS	MAGAZINE SUBSCRIPTION - RS	\$ 113.24	009	RIO SECO SCHOOL
				<b>TOTAL</b>	<b>\$ 9,057.95</b>		<b>RIO SECO SCHOOL</b>

100728	12/2/2010	3	USS MIDWAY MUSEUM	ADMISSIONS	\$ 721.00	010	HILL CREEK SCHOOL
100733	12/2/2010	3	DELL MARKETING L.P.	PRINTER	\$ 281.13	010	HILL CREEK SCHOOL
100813	12/16/2010	3	DELL MARKETING L.P.	LAPTOP	\$ 899.65	010	HILL CREEK SCHOOL
100814	12/16/2010	3	PC MALLGOV	SOFTWARE LICENSES	\$ 41.59	010	HILL CREEK SCHOOL
					<b>TOTAL \$</b>	<b>1,943.37</b>	<b>HILL CREEK SCHOOL</b>
100735	12/2/2010	3	KEENAN & ASSOCIATES	P & L SERVICE FEES-1ST QTR	\$ 516.40	064	BUSINESS SERVICES
100736	12/2/2010	3	CASBO PROFESSIONAL DEVELOPMT	MEMBERSHIP RENEWAL FEES	\$ 557.00	064	BUSINESS SERVICES
100737	12/2/2010	3	VAVRINEK, TRINE, DAY & CO LLP	AUDIT SERVICES - GASB34	\$ 5,500.00	064	BUSINESS SERVICES
100738	12/2/2010	21 39	VAVRINEK, TRINE, DAY & CO LLP		<b>TOTAL \$</b>	<b>6,500.00</b>	<b>064 BUSINESS SERVICES</b>
100739	12/2/2010	3	SANTEE SD SECURITY	SECURITY PROVIDED AT POLLS-HC	\$ 97.50	064	BUSINESS SERVICES
100762	12/8/2010	63	OFFICE DEPOT INC	OFFICE SUPPLIES - PRJ. SAFE	\$ 161.80	064	BUSINESS SERVICES
100763	12/8/2010	3 6	OFFICE DEPOT INC	OFFICE SUPPLIES - ALL SITES	\$ 1,535.04	064	BUSINESS SERVICES
100764	12/8/2010	6	UNIFIRST CORPORATION	UNIFORMS - M&O & TRANS - SEPT.	\$ 265.75	064	BUSINESS SERVICES
100778	12/10/2010	3	OFFICEMAX CONTRACT INC		<b>TOTAL \$</b>	<b>1,503.95</b>	<b>064 BUSINESS SERVICES</b>
100782	12/10/2010	3	NATIONWIDE TRUST CO. FSB	403B CONTRIBUTIONS RESUBMITTED	\$ 1,800.00	064	BUSINESS SERVICES
100787	12/13/2010	6	UNIFIRST CORPORATION	UNIFORM SERVICES	\$ 1,164.94	064	BUSINESS SERVICES
					<b>TOTAL \$</b>	<b>19,602.38</b>	<b>BUSINESS SERVICES</b>
100750	12/6/2010	6	ASELTINE SCHOOL	NPS SERVICES	\$ 2,751.68	067	SPECIAL EDUCATION
100773	12/9/2010	6	LEY, JORGE	CONSULTING SERVICES	\$ 735.00	067	SPECIAL EDUCATION
100816	12/16/2010	6	EPSTEIN, LAURIN	CONSULTING SERVICES	\$ 783.75	067	SPECIAL EDUCATION
100817	12/16/2010	6	INSTITUTE FOR EFFECTIVE	NPS FEES	\$ 4,443.15	067	SPECIAL EDUCATION
					<b>TOTAL \$</b>	<b>8,713.58</b>	<b>SPECIAL EDUCATION</b>
100802	12/15/2010	3	HARLAND TECHNOLOGY SERVICES	ANNUAL 10-11 READ-HEAD SCANNER	\$ 1,164.00	068	EDUCATIONAL PROJECTS
					<b>TOTAL \$</b>	<b>1,164.00</b>	<b>EDUCATIONAL PROJECTS</b>
100759	12/8/2010	6	GROSSMONT UNION HIGH	SPANISH CLASSES	\$ 19,860.76	066	EDUCATIONAL SERVICES
100731	12/2/2010	6	NADA SAWAYA	TRANSLATION SERVICES	\$ 632.50	069	EDUCATIONAL SERVICES
100751	12/6/2010	6	RIVERSIDE PUBLISHING	CLASSROOM MATERIALS	\$ 330.95	069	EDUCATIONAL SERVICES
100765	12/8/2010	6	DAOUD, NADHAL	CONSULTING SERVICES	\$ 430.00	069	EDUCATIONAL SERVICES
100772	12/8/2010	3	EDUCATIONAL DATA SYSTEMS INC	ASSESSMENTS/TESTING	\$ 778.22	069	EDUCATIONAL SERVICES
					<b>TOTAL \$</b>	<b>22,032.43</b>	<b>EDUCATIONAL SERVICES</b>
100766	12/8/2010	6	TURN AROUND SCHOOLS	REGISTRATION FEES	\$ 4,345.00	070	CURRICULUM DEVELOPMENT
					<b>TOTAL \$</b>	<b>4,345.00</b>	<b>CURRICULUM DEVELOPMENT</b>
100758	12/6/2010	63	INSTITUTIONAL CABINET &	CABINERY WORK - CP PROJ SF	\$ 7,850.00	072	PROJECT SAFE
100771	12/8/2010	63	DELL MARKETING L.P.	PRINTER - PROJ. SAFE	\$ 369.66	072	PROJECT SAFE
					<b>TOTAL \$</b>	<b>8,219.66</b>	<b>PROJECT SAFE</b>
100730	12/2/2010	3	UNITED PARCEL SERVICE	SHIPPING CHARGES FOR RETURNS	\$ 19.88	073	TECHNOLOGY SERVICES
100744	12/3/2010	3	PC MALLGOV	SOFTWARE LICENSES	\$ 90.31	073	TECHNOLOGY SERVICES
					<b>TOTAL \$</b>	<b>110.19</b>	<b>TECHNOLOGY SERVICES</b>
100754	12/6/2010	6	DRAIN PROS INC	DRAINAGE AT HC	\$ 395.00	075	MAINTENANCE
100755	12/6/2010	6	ABABA BOLT	MAINT. SUPPLIES - STOCK	\$ 434.85	075	MAINTENANCE
100760	12/8/2010	3	WASTE MANAGEMENT OF EL CAJON -	ROLL OFF AT M&O	\$ 75.00	075	MAINTENANCE
100761	12/8/2010	6	DRAIN PROS INC	DRAIN CLEANING - RS, CP, & HC	\$ 1,225.00	075	MAINTENANCE
100770	12/8/2010	6	STATE OF CALIFORNIA	INSPECTION FEES - SC; CP; CH	\$ 375.00	075	MAINTENANCE
100775	12/10/2010	6	GRAVEL 'N GRIT INC	EROSION CONTROL LOWER FLD - SC	\$ 3,738.87	075	MAINTENANCE



100776	12/10/2010	6	G&K SERIVCES	UNIFORM HATS FOR M&O	\$ 175.94	075	MAINTENANCE
100777	12/10/2010	6	SAN DIEGO COUNTY VECTOR	MOSQUITO ASSMTS - 09/10	\$ 124.00	075	MAINTENANCE
100781	12/10/2010	3	MISSION JANITORIAL SUPPLIES	SUMMER CLEANING MATERIALS	\$ 687.21	075	MAINTENANCE
100788	12/13/2010	3	MAINTEX INC	CUSTODIAL SUPPLIES - DO	\$ 25.90	075	MAINTENANCE
100792	12/14/2010	6	COUNTY BURNER & MACHINERY CORP	CHECK BOILER AT HC	\$ 203.00	075	MAINTENANCE
100793	12/14/2010	6	ALL CITIES PEST CONTROL	BEE REMOVAL AT HC	\$ 206.00	075	MAINTENANCE
100794	12/14/2010	6	CROWN FENCE COMPANY	KINDERGARTEN GATE - CO	\$ 1,684.00	075	MAINTENANCE
100795	12/14/2010	6	CROWN FENCE COMPANY	KINDERGARTEN GATE - RIO SECO	\$ 1,684.00	075	MAINTENANCE
100796	12/14/2010	6	CLARK SECURITY PRODUCTS INC	GATE KEYS	\$ 594.78	075	MAINTENANCE
100797	12/14/2010	6	GRAVEL 'N GRIT INC	DG FOR LOWER PLAYGROUND - SC	\$ 4,569.73	075	MAINTENANCE
100798	12/14/2010	6	TURF MAKER	PESTICIDE SUPPLIES	\$ 1,112.13	075	MAINTENANCE
100799	12/14/2010	6	COUNTY BURNER & MACHINERY CORP	CHECKED BOILER - PD	\$ 257.85	075	MAINTENANCE
100800	12/14/2010	6	SUNBELT RENTALS	EQUIPMENT RENTAL	\$ 696.59	075	MAINTENANCE
100819	12/16/2010	6	DFS FLOORING	REPAIRS & MAINT. - PD	\$ 2,638.00	075	MAINTENANCE
100824	12/17/2010	6	MEACOR SIGNS	SIGN AT PEPPER DRIVE	\$ 1,893.87	075	MAINTENANCE
					<b>TOTAL</b>	<b>\$ 22,796.72</b>	<b>MAINTENANCE</b>
100745	12/3/2010	6	TIRE CENTERS, LLC	BUS REPAIRS & MAINTENANCE	\$ 1,803.42	076	TRANSPORTATION
100746	12/3/2010	6	SCHOOL BUS PARTS COMPANY	SUPPLIES FOR BUS REPAIRS	\$ 130.21	076	TRANSPORTATION
					<b>TOTAL</b>	<b>\$ 1,933.63</b>	<b>TRANSPORTATION</b>
100756	12/6/2010	25 18	DEPARTMENT OF GENERAL SERVICES	CLOSE OUT FEES - CP ADD'N	\$ 750.00	077	FACILITIES MODERNIZATION
100790	12/13/2010	25 18	COUNTY OF SAN DIEGO	PLAN CHECK FEES IRRIGATION-CP	\$ 357.00	077	FACILITIES MODERNIZATION
100791	12/13/2010	25 18	PADRE DAM MUNICIPAL WATER	PLAN CHECK FEES IRRIGATION-CP	\$ 2,200.00	077	FACILITIES MODERNIZATION
100818	12/16/2010	25 18	SWRCB FEES	SWPPS PERMIT FEES - CFH	\$ 317.00	077	FACILITIES MODERNIZATION
100821	12/17/2010	25 18	BARNHART BALFOUR BEATTY, INC.	STORM WATER CONTROL WORK - PA	\$ 1,719.22	077	FACILITIES MODERNIZATION
					<b>TOTAL</b>	<b>\$ 5,343.22</b>	<b>FACILITIES MODERNIZATION</b>
100741	12/2/2010	3	YARDAGE TOWN	STORES SUPPLIES	\$ 168.92	078	WAREHOUSE
100742	12/2/2010	3	PIONEER STATIONERS INC	STORES SUPPLIES	\$ 192.36	078	WAREHOUSE
100743	12/2/2010	3	SCHOOL SPECIALTY, INC	STORES SUPPLIES	\$ 35.54	078	WAREHOUSE
100783	12/13/2010	3	SOUTHWEST SCHOOL SUPPLY	STORES SUPPLIES	\$ 632.17	078	WAREHOUSE
100784	12/13/2010	3	OFFICE DEPOT INC	STORES SUPPLIES	\$ 905.34	078	WAREHOUSE
100785	12/13/2010	3	PIONEER STATIONERS INC	STORES SUPPLIES	\$ 63.73	078	WAREHOUSE
100786	12/13/2010	3	MISSION JANITORIAL SUPPLIES	STORES SUPPLIES	\$ 7,653.83	078	WAREHOUSE
100801	12/15/2010	3	PIONEER STATIONERS INC	STORES SUPPLIES	\$ 753.64	078	WAREHOUSE
100820	12/16/2010	3	MISSION JANITORIAL SUPPLIES	STORES SUPPLIES	\$ 2,153.25	078	WAREHOUSE
					<b>TOTAL</b>	<b>\$ 12,558.78</b>	<b>WAREHOUSE</b>
							\$ 153,590.30

Consent Item E.2.4 Acceptance of Donations  
 Prepared by Karl Christensen  
 January 18, 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>
Funds to Support the Instructional Program and Supplement Classroom Supplies	\$1,000.00	Mr. Basil Witt (grandfather of student)	Carlton Hills School
	\$68.92	Barnes & Noble Booksellers	PRIDE Academy at Prospect Avenue
Ergonomic Chairs (10)	\$2,000.00	Mitch Harvey	Carlton Oaks School
Books and DVDs to Support the Instructional Program	\$400.00	City National Bank	Hill Creek School
19 Laptop Computers for Student Technology Integration	\$19,000.00	Sony Electronics	PRIDE Academy at Prospect Avenue
Equipment to Support the Junior High Instructional Program:	\$948.04	DonorsChoose.org	Rio Seco School
1-Large Round Table	\$199.00		
1-Small Round Table	\$189.00		
2-Double-side write & wipe Magnetic board	\$ 49.95		
ea. (\$99.90)			
Write & Wipe Lapboard	\$ 28.50		
12-Ti-30Xs Multiview-\$19.62 ea	\$235.44		
1-Ti-30Xs Multiview Teacher Pk.	\$196.20		
<b>TOTAL DONATIONS RECEIVED</b>	<b>\$23,416.96</b>		

**RECOMMENDATION:**

Administration recommends acceptance of the donations listed above for the District and authorization to send letters of appreciation on behalf of the governing 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.

**FISCAL IMPACT:**

The donations above are valued at \$23,416.96.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item E.2.4.
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Consent Item E.3.1.  
Prepared by Karl Christensen  
January 18, 2011

Adoption of Resolution Approving and Authorizing  
Joint Exercise of Powers Agreement for Facility  
Planning and Construction Projects (FACJPA) and  
Approval to Join School Facilities JPA

## **BACKGROUND:**

The San Diego County Office of Education (SDCOE) has developed a Joint Powers Authority for K-12 public school districts and community colleges which will focus on providing expertise, services, support and projects to address all aspects of school facility planning and construction (FACJPA). The goals of the FACJPA are:

- Streamlining and simplifying the process of school financing, design and construction
- Providing one-stop-shopping for school districts for a range of school facility needs, from technical support to facility master planning, to turn-key construction,
- Reducing financing, planning, design and construction related project costs through economies of scale and other group pricing strategies,
- Providing expertise in the ever-changing school funding process from the Division of the State Architect (DSA), through the California Department of Education (CDE), and into the Office of Public School Construction (OPSC),
- Augmenting existing district budgets by reducing administrative costs in areas such as developer fee management, storm water permit compliance, enrollments and boundaries, and other similar activities,
- Promoting best practices by providing support and services related to bond program planning and passage, design and specialty consultant services, public works procurement, including, but not limited to Design/Build, Lease/Leaseback, Design/Bid/Build, and other procurement strategies,
- Providing “economies of political power” to represent FACJPA members at both local and state levels to protect their rights and ability to fund and construct necessary school facilities.

The FACJPA agreement does not obligate the District to any costs. The only costs incurred are time as an FACJPA Board Member/Executive Committee Member, and a negotiated project cost, if the District desires to partake in any of the FACJPA services. The FACJPA is non-exclusive and meant to supplement any existing school construction, bond, or consultant lead programs already engaged in currently.

## **RECOMMENDATION:**

It is recommended that the Board of Education adopt Resolution #1011-12 authorizing the execution of a joint exercise of powers agreement between the Santee School District and the San Diego County Office of Education K-12 Public Schools and Community Colleges Facility Authority (FAC JPA) with respect to school facility planning and construction projects.

This recommendation supports the following District goals:

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

**FISCAL IMPACT:**

Membership in the FACJPA is free and will provide important information and updates on school facility issues and regulatory changes.

**STUDENT ACHIEVEMENT IMPACT:**

This is a fiscal item related to construction projects. Strong, positive relationships exist between overall building conditions, a positive learning environment, and student achievement.

Motion:		Second:		Vote:		Agenda Item E.3.1.
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**RESOLUTION NO. 1011-12**

**A RESOLUTION OF THE GOVERNING BOARD OF THE  
SANTEE SCHOOL DISTRICT APPROVING AND  
AUTHORIZING EXECUTION OF A JOINT EXERCISE OF  
POWERS AGREEMENT WITH RESPECT TO SCHOOL  
FACILITY PLANNING AND CONSTRUCTION PROJECTS**

**RECITALS**

**WHEREAS**, a Joint Exercise of Powers Agreement (the "Agreement"), was initially entered into has been proposed by and between the San Diego County Office of Education and the Santee School District for the purpose of forming a joint powers authority ("JPA") to provide the parties thereto with alternative solutions for school facility planning and construction projects; and

**WHEREAS**, the JPA is intended to provide members with the opportunity to achieve planning and construction savings by pooling the resources of its members and providing efficiencies and economies of scale which would potentially be unavailable if the members undertook planning and construction projects on an individual basis; and

**WHEREAS**, Section 1.015.02 of the Agreement provides that any other local education agency or public school district within or community college in the County State of San Diego California may become a member of the JPA and party to the Agreement by executing and delivering a counterpart thereof.

**WHEREAS**, the Santee School District, a local educational agency, desires to become a party to the Agreement and a member of the JPA.

NOW, THEREFORE, IT IS HEREBY RESOLVED, DETERMINED AND ORDERED BY THE GOVERNING BOARD OF THE SANTEE SCHOOL DISTRICT AS FOLLOWS:

Section 1. Approval of Agreement. The Agreement is hereby approved, and the Superintendent is hereby authorized and directed, for and on behalf of the Santee School District, to execute a counterpart of such Agreement in the form presented to this meeting.

Section 2. Delivery of Executed Counterpart. The Secretary is hereby directed to cause such executed counterpart to be delivered to the JPA's administrative agent, the San Diego County Office of Education Facilities Solutions Group, in accordance with Section 9.095.02 of the Agreement.

Section 3. Delegation of Authority. The Board hereby directs and delegates authority to the District and/or his/her designee to represent the District on the JPA's governing board, and to take all additional actions and execute any additional documents as necessary for the District to participate in the JPA, including but not limited to designating a District representative to the

JPA's Executive Committee.[ANY SPECIFIC ADDITIONAL GRANTS OF AUTHORITY CAN BE MEMORALIZAED HERE.]

Section 4. Effective Date. This Resolution shall take effect upon its adoption.

**PASSED AND ADOPTED** at the regular meeting of the Board of Education of the Santee School District held on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Clerk

Consent Item E.3.2.  
Prepared by Karl Christensen  
January 18, 2011

Approval of WEST (Western Environmental and Safety Technologies, Inc.) for Annual Hazmat Materials Removal and Abatement Monitoring during Construction

**BACKGROUND:**

The District has used Western Environmental and Safety Technologies, Inc. (WEST) to provide hazardous materials consultation services for several years. This company has continuously provided excellent services and is very familiar with the District's facilities and has completed all past Hazmat reports and clearances.

The services necessary for the District as part of the remaining modernization work at Chet F. Harrit, Hill Creek, and PRIDE Academy at Prospect Avenue schools include:

- Hazmat removal monitoring services will be necessary during construction.
- Asbestos – Floor tile / floor tile mastic / pipe insulation
- Lead Paint – Removal of loose, flaking and peeling paint
- Fluorescent Light tubes and PCB ballasts – Removal

WEST has provided a proposal for the removal/abatement monitoring for Phase II projects at the 3 schools listed above and will provide a scope of work for the removal monitoring services. The cost for services associated with Phase II work shall not exceed \$60,125.

**RECOMMENDATION:**

It is recommended that the Board of Education approve WEST for hazmat materials removal and abatement monitoring services described above not to exceed \$60,125.

This recommendation supports the following District goals:

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

**FISCAL IMPACT:**

The fiscal impact for consultant services of approximately \$60,125 will be funded from CIP funds, Prop R bond proceeds, and State modernization matching funds.

**STUDENT ACHIEVEMENT IMPACT:**

The Modernization/Capital Improvement Program plans will positively impact student learning environments.

Motion:		Second:		Vote:		Agenda Item E.3.2.
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**BACKGROUND:**

The Division of State Architect (DSA) reviews and approves all school construction projects. Part of the construction process requires Inspector of Record (IOR) services be assigned to the construction of school projects. These entities must be DSA-qualification approved.

With future construction on the school sites being planned as early as February 2011, the Board of Education previously approved a list of 10 qualified entities for Inspector of Record (IOR) services. Administration recommends the firm of Hendrix, California School Construction Services to provide the inspection services for the Phase 2 projects at these schools. Hendrix, California School Construction Services has provided excellent services to Santee School District during Phase 1 construction and the infrastructure phases previously for the Phase 2 projects at Chet F. Harrit, Hill Creek, and PRIDE Academy at Prospect Avenue schools. Their contract costs in Phase I were paid for through cost-saving suggestions and construction cost negotiations. In addition, their supplemental project management staff extension services in prevailing wages, construction law, and public contract experience has been very instrumental to the success of the Santee School District Capital Improvement Program.

**RECOMMENDATION:**

It is recommended that the Board of Education approve Hendrix, California School Construction Services as the Inspector of Record for the District's Phase 2 modernization projects.

This recommendation supports the following District goals:

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

**FISCAL IMPACT:**

Phase 2 IOR and staff extension services will be funded from CIP funds, Prop R bond proceeds, and State modernization matching funds. The fiscal breakdown by project is:

- Prospect Avenue inspection \$62,000, staff extension \$6,949.
- Chet F. Harritt sports field inspection \$57,500, staff extension \$6,595.
- Hill Creek Modernization inspection \$103,600, staff extension \$12,496.
- Hill Creek New classroom bldg inspection \$140,500, staff extension \$15,612

**STUDENT ACHIEVEMENT IMPACT:**

The Modernization/Capital Improvement Program plans will positively impact student learning environments.

Motion:		Second:		Vote:		Agenda E.3.3.
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**HENDRIX** California School  
Construction Services Administration • Management • Inspection

January 9, 2011

Christina Becker, Director  
Facilities and Modernization / Maintenance & Operations  
Santee School District  
9625 Cuyamaca Street  
Santee, Ca. 92071

Ms. Becker:

RE: Prospect Elementary Modernization, Chet Harritt Ball field, Hill Creek Modernization and Hill Creek new classroom bldg inspection services and staff extension services for Santee School District.

In response to the tentative schedule provided by your contractor I propose to provide all DSA inspection services to certify the work meets the approved documents beginning February 7, 2011, continuing through July 31, 2012, utilizing 2 inspectors assigned as needed and permitted by DSA, for a price not to exceed \$363,600.00 and I will provide staff extension services for the four projects for \$41,652.00.

All work will be inspected per plans provided by the District with approval stamp by DSA and the pricing is based on regular daytime construction work hours of 8 hours per day which will not include overtime hours, weekends, or recognized holidays.

All Hendrix California School Construction Services employees are covered by workers compensation insurance and all our services are covered by a \$1 million dollar error and omission insurance policy for your agencies protection.

The scope of our services will cover all required structural inspections, including foundations, reinforcing steel, gravity supports systems, building diaphragms, associated electrical, plumbing, and mechanical components, verification that all work is ADA compliant, and any other items not excluded below.

The scope of work for Hendrix California School Construction Services does not include review or auditing of Prevailing Wage payrolls or interviews of workers for Prevailing Wage purposes. Prevailing Wage audit services are available utilizing your board and State approved Labor Compliance Program and my personnel.

The scope of the service does not include creation of any contractor Recovery Schedules when the contractor has fallen behind schedule. However, we will assist the contractor to see potential construction problems that could create construction delays and suggest methods to avoid the potential delay or overcome a created delay by any party.

The scope of our service does not include certain special inspections or material testing and inspection as identified by DSA and the California Building Code that require an approved test lab and / or engineering supervision to accomplish the test.

The scope of our service dose not include for example, Geotechnical services, soil testing, structural masonry inspection, testing of fireproofing of steel columns or beams, welding inspection, epoxy anchor or shot pin pull tests, batch plant inspections or making of concrete cylinders, high strength bolt testing or torquing, or similar specialty types of inspections. We will however coordinate with your selected test lab to insure all required testing is performed in a manner that will maintain the contractors reasonable schedule if provided adequate notice of inspection requirements by the contractor.

Hendrix California School Construction Services has not reviewed any drawings and the proposal is based strictly on the term of service for the particular projects identified above. In the event the contractor does not complete their work within the time frame they have identified, the following hourly rates for the extended time will apply, DSA Inspection \$80.00 per hour, Staff extension rates \$89.00 per hour

Additional services, if any, will be by mutual agreement, Hendrix California School Construction will bill for services rendered at the completion of each month specifying number of hours worked and the rate charged for that month in each category with payment due within 30 day's and all checks are to be made payable to: L. L. Hendrix.

Thank you for your interest in our services



L. L. "Don" Hendrix, JD.  
Principal

#### BREAK OUT OF COSTS BY PROJECT

Prospect inspection \$62,000, staff extension \$6,949.  
Chet Harritt sports field inspection \$57,500, staff extension \$6,595.  
Hill Creek Modernization inspection \$103,600, staff extension \$12,496.  
Hill Creek New classroom bldg inspection \$140,500, staff extension \$15,612

Consent Item E.3.4. Approval of Services by Ninyo & Moore Materials  
Prepared by Karl Christensen and Testing Labs  
January 18, 2011

**BACKGROUND:**

The Phase II modernization projects at the Chet F. Harritt, Hill Creek, and PRIDE Academy at Prospect Avenue school sites and the Chet F. Harritt ball field completion are being planned for construction this year. As part of the Phase II modernization construction that begins this February 2011, construction materials testing services are required. The Division of State Architect (DSA) reviews and approves all school construction projects. Part of the construction process requires construction materials testing labs be assigned to the construction of school projects.

**RECOMMENDATION:**

It is recommended that the Board of Education approve Ninyo & Moore as the materials testing lab to provide construction materials testing at the Chet F. Harritt, Hill Creek, and PRIDE Academy at Prospect Avenue modernization projects.

This recommendation supports the following District goals:

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

**FISCAL IMPACT:**

The fiscal impact is estimated at \$93,000. Final costs are based on actual labor and materials per master contract.

**STUDENT ACHIEVEMENT IMPACT:**

The Modernization/Capital Improvement Program plans will positively impact student learning environments.

Motion:		Second:		Vote:		Agenda Item E.3.4.
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Consent Item E.4.1.

Approval to Submit School Accountability Report Card (SARC) Timeline Extension Waiver Request to the California Department of Education

Prepared by Kristin Baranski  
January 18, 2011

**BACKGROUND:**

School Accountability Report Cards (SARCs) are annually produced and published on the District website by February 1, as statutorily-required by California Education Code 35256 – 35258. SARCs are always produced using data from the previous school year. Again this year, Educational Services will be supporting the school sites in producing the 2009-10 SARCs.

At the November 2010 State Board of Education meeting, the State Board approved the 2010-11 School Accountability Report Card template and, at the same time, received a report from the California Department of Education that, due to budget and staffing reductions, the department would not be able to pre-populate some of the SARC data typically provided to districts.

Since SARC production will take more time this year, many districts are requesting a 60-day timeline extension for posting SARCs through a general waiver request. Administration recommends submission of the attached 60-day timeline extension waiver for producing and publishing SARCs.

**RECOMMENDATION:**

Administration recommends submission of the general waiver request for a timeline extension in publishing the 2009-2010 School Accountability Report Cards.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

There is no fiscal impact in submitting a general waiver request to the California Department of Education.

**STUDENT ACHIEVEMENT:**

School Accountability Report Cards provide parents and the general public with information regarding student academic success as well as data and statistics for each school site.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item E.4.1.

CALIFORNIA DEPARTMENT OF EDUCATION  
**GENERAL WAIVER REQUEST**

GW-1 (Rev. 11-30-10) <http://www.cde.ca.gov/re/lr/wr/>

**First Time Waiver:**   
**Renewal Waiver:**

Send Original plus one copy to:  
 Waiver Office, California Department of Education  
 1430 N Street, Suite 5602  
 Sacramento, CA 95814

Send Electronic copy in **Word** and  
 back-up material to: [waiver@cde.ca.gov](mailto:waiver@cde.ca.gov)

CD CODE						
3	7	6	8	3	6	1

Local educational agency: Santee School District			Contact name and Title: Kristin Baranski, Director, Educational Services			Contact person's e-mail address: <a href="mailto:kbaranski@santee.k12.ca.us">kbaranski@santee.k12.ca.us</a>		
Address: 9619 Cuyamaca Street		(City) Santee	(State) CA	(ZIP) 92071	Phone (and extension, if necessary): 619-258-2351			Fax Number: 619-258-2230
Period of request: (month/day/year) From: February 1, 2011 To: April 1, 2011		Local board approval date: (Required) January 18, 2011			Date of public hearing: (Required) January 18, 2011			

**LEGAL CRITERIA**

1. Under the general waiver authority of *Education Code* 33050-33053, the particular *Education Code* or *California Code of Regulations* section(s) to be waived (number):  
 Circle One: EC or CCR

**35256(c) & 35258**

Topic of the waiver: **Extension of SARC posting February 1 timeline**

2. If this is a renewal of a previously approved waiver, please list Waiver Number: \_\_\_\_\_ and date of SBE Approval \_\_\_\_\_  
 Renewals of waivers must be submitted two months before the active waiver expires.

3. Collective bargaining unit information. Does the district have any employee bargaining units? \_\_\_ No X Yes If yes, please complete required information below:

Bargaining unit(s) consulted on date(s): January 7, 2011

Name of bargaining unit and representative(s) consulted: Santee Teacher Association and CSEA

The position(s) of the bargaining unit(s): \_\_\_ Neutral X Support \_\_\_ Oppose (*Please specify why*)

Comments (if appropriate):

4. Public hearing requirement: A public hearing is not simply a board meeting, but a properly noticed public hearing held during a board meeting at which time the public may testify on the waiver proposal. Distribution of local board agenda does not constitute notice of a public hearing. Acceptable ways to advertise include: (1) print a notice that includes the time, date, location, and subject of the hearing in a newspaper of general circulation; or (2) in small school districts, post a formal notice at each school and three public places in the district.

How was the required public hearing advertised?

\_\_\_ Notice in a newspaper X Notice posted at each school X Other: (*Please specify*) Santee City Clerk's Office, Santee Library, Educational Services and District Office buildings, and the Santee Chamber of Commerce

5. Advisory committee or school site councils. Please identify the council(s) or committee that reviewed this waiver:

Date the committee/council reviewed the waiver request: January 7, 2011

Were there any objection(s)? No X Yes \_\_\_ (*If there were objections please specify*)

CALIFORNIA DEPARTMENT OF EDUCATION  
**GENERAL WAIVER REQUEST**  
 GW-1 (11-30-10)

6. *Education Code or California Code of Regulations* section to be waived. If the request is to waive a portion of a section, type the text of the pertinent sentence of the law, or those exact phrases requested to be waived (use a **strike out key**).  
 35256. School Accountability Report Card  
 (c) The governing board of each school district annually shall issue a School Accountability Report Card for each school in the school district, publicize those reports, and notify parents or guardians of pupils that a hard copy will be provided upon request. Commencing with the 2008-09 school year, each school district shall make hard copies of its annually updated report card available, upon request, ~~on or before February 1 of each year.~~  
 35258. Commencing with the 2008-09 school year, each school district connected to the Internet shall make its annually updated report card available on the Internet ~~on or before February 1 of each year.~~  
 (b) Commencing with the 2008-09 school year, each school district not connected to the Internet shall make hard copies of its annually updated School Accountability Report Card available, pursuant to subdivision (c) of Subsection 35256, ~~on or before February 1 of each year.~~

7. Desired outcome/rationale. Describe briefly the circumstances that brought about the request and why the waiver is necessary to achieve improved student performance and/or streamline or facilitate local agency operations. If more space is needed, please attach additional pages.

On behalf of its schools, the District takes seriously its responsibilities under state and federal law to communicate the various aspects of performance covered by the School Accountability Report Card (SARC). The District seeks to ensure that our parents and community members have an accurate, complete, and up-to-date SARC from which they can understand each school's performance and make decisions on behalf of their students.

At its November 2010 meeting, the State Board of Education approved the 2010-11 School Accountability Report Card template and, at the same time, received a report from the California Department of Education that, due to budget and staffing reductions, the department would not be able to fill in some of the data that typically is provided to districts as they prepare their SARCs. This shift of responsibility for data collection and reporting to each district (and school) now requires districts and school sites to take on additional duties just as the holidays approached.

Because of the lateness in approving the template and the necessity for school districts to assume responsibility for manually gathering and inputting some of the data required for the 2010-11 SARC posting on February 1, the district and its schools are seeking a 60-day extension from the statutorily-required posting date of February 1.

8. Demographic Information:

Santee School District has a student population of 6,300 students, grades K – 8, and is located in a suburb east of San Diego, Santee, in San Diego County.

**Is this waiver associated with an apportionment related audit penalty? (per EC 41344)** No  Yes   
 (If yes, please attach explanation or copy of audit finding)

**Has there been a Categorical Program Monitoring (CPM) finding on this issue?** No  Yes   
 (If yes, please attach explanation or copy of CPM finding)

**District or County Certification** – I hereby certify that the information provided on this application is correct and complete.

Signature of Superintendent or Designee:	Title: Director, Educational Services	Date: 1/19/2011
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FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY		
Staff Name (type or print):	Staff Signature:	Date:
Unit Manager (type or print):	Unit Manager Signature:	Date:
Division Director (type or print):	Division Director Signature:	Date:
Deputy (type or print):	Deputy Signature:	Date:

**BACKGROUND:**

The Consolidated Application for Categorical Funding is presented twice a year for Board approval. This application allows districts to receive categorical funding appropriations. Part II of the Consolidated Application is due to the California Department of Education on January 31, 2011, and is submitted this evening for Board approval. Copies will be available at the Board meeting for public review.

**RECOMMENDATION:**

Administration recommends approval of the 2010-11 Consolidated Application, Part II.

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:**

Approximately \$1.1 million dollars in federal categorical funds are allocated to Santee School District as a result of the annual Consolidated Application submission to the California Department of Education.

**STUDENT ACHIEVEMENT IMPACT:**

Funding appropriations from categorical programs support a rich academic and instructional program that is positive for student achievement.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item E.4.2.

## **BACKGROUND**

Santee School Board Policy 1321 requires that the school sites annually submit their Fundraising Plan to the Board for approval. These plans are developed identifying the fundraisers for the year, the length of time the fundraiser will occur, and the projected income.

Although the fundraising activities differ from school to school based on the requirements of the student body and community, common needs include: sixth grade camp, eighth grade promotion activities, book fairs, AVID, and various other ASB and PTA programs. The plans are attached for review.

## **RECOMMENDATION**

Administration recommends approval of the School Site Fundraising Plans for each of the schools.

This recommendation supports the following District goal:

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

## **FISCAL IMPACT**

Approval of the School Site Fundraising Plans will provide authorization for school staff, students and families to pursue opportunities to generate funding to support school and community needs. In 2009-10, the District school sites raised \$213,581 through their fundraising efforts.

## **STUDENT ACHIEVEMENT IMPACT:**

Participation in the school fundraising activities encourages social interactions, school pride and a connection to the school which develops emotional well being and promotes student learning and success in school.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item E.4.3.



## Santee School District

### Cajon Park School

#### Fundraising Plans 2010-2011

Description of Fundraiser	Group participating (e.g. ASB, Grade level)	Purpose	Length of fundraiser	Expected Income
Cookie Dough	6 <sup>th</sup> /5 <sup>th</sup> Grade Students	Offset 6 <sup>th</sup> Grade Camp Expenses	4 weeks (2 wks Fall/ 2 wks Spring)	\$20,000
Student Lunch Auction	7 <sup>th</sup> /8 <sup>th</sup> Grade Students	Assist with cost of field trips, honor roll and attendance incentives	1 days	\$1,800
Jog-a-Thon	Grades 1-8 Students	Raise funds for Grass Field	½ day	\$5,000
Box Tops for Education Carnival Coin Drive Fall Fundraiser (Catalog Purchases) Silent Auction (Basket Auction) Spring Art Fundraiser	PTSA – All Grades	To assist with costs including: Planners, calendars, banners, shirts, camp scholarships, promotion events, books, family night activities, gifts, grants, incentives, arts, school nights, field trip support, etc...	Ongoing	\$40,000
Community Sponsors: Albertsons, Target, Vons, eScript	All grades	Support activities and materials for all students	Ongoing	\$5,000

**Santee School District**

**Carlton Hills**

**School**

**Fundraising Plans 2010-11**

<b>Description of Fundraiser</b>	<b>Group participating (e.g. ASB, Grade level)</b>	<b>Purpose</b>	<b>Length of fundraiser</b>	<b>Expected Income</b>
Candy Sales	8 <sup>th</sup> Grade	8 <sup>th</sup> Grade Excursion and Promotion Activity	2 weeks	\$5000
Candy Sales	6 <sup>th</sup> Grade	6 <sup>th</sup> Grade Camp	2 Weeks	\$8000
Gift Wrap	K-8	PTA Character Ed and Literature Assemblies for K-8 students	2 Weeks	\$1500
Cookie Dough	K-8	PTA Character Ed and Literature Assemblies for K-8 students	2 weeks	\$1500
Rummage Sale	K-8	PTA Field Trip Support	2 weeks	\$2000
Jump Rope For Heart	K-8	American Heart Association	2 weeks	\$4000
Pennies For Pasta	K-8	Leukemia Society	2 weeks	\$2000
Jog-A-Thon	K-8	Outdoor furniture: benches, patio tables, etc.	2 weeks	\$2000

Santee School District

Chet F. Harritt School

Fundraising Plans 2010-11

Description of Fundraiser	Group participating (e.g. ASB, Grade level)	Purpose	Length of fundraiser	Expected Income
Genevieve	PTA School-wide	Activities Fund	2 weeks	\$5000
Savings Spree Coupon Book	5 <sup>th</sup> – 6 <sup>th</sup> grade	6 <sup>th</sup> Grade Camp	2 weeks	\$1500
	7 <sup>th</sup> - 8 <sup>th</sup> grade	8 <sup>th</sup> Grade Promotion Activities		\$1000
Marie Callender's Pie Certificates	5 <sup>th</sup> – 6 <sup>th</sup> grade	6 <sup>th</sup> Grade Camp	2 weeks	\$250
	7 <sup>th</sup> - 8 <sup>th</sup> grade	8 <sup>th</sup> Grade Promotion Activities		\$250
Celebrating Home Candles	5 <sup>th</sup> – 6 <sup>th</sup> grade	6 <sup>th</sup> Grade Camp	1 week	\$500
	7 <sup>th</sup> - 8 <sup>th</sup> grade	8 <sup>th</sup> Grade Promotion Activities		\$250
See's Valentines Candy	PTA School-wide	Activities Fund 6 <sup>th</sup> Grade Camp 8 <sup>th</sup> Grade Promotion Activities	2 weeks	\$3000
Classic Recipes Cookie Dough	PTA School-wide	Activities Fund 6 <sup>th</sup> Grade Camp 8 <sup>th</sup> Grade Promotion Activities	2 weeks	\$2000

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Santee School District

Carlton Oaks School

Fundraising Plans 2010-11

Description of Fundraiser	Group participating (e.g. ASB, Grade level)	Purpose	Length of fundraiser	Expected Income
Gold C Book Sales	All Students	Teacher Classroom Supplies	1 month	\$1,500
Butter Braided Bread Cookie Dough Dudley's Bread	5 <sup>th</sup> & 6 <sup>th</sup> Graders	5 <sup>th</sup> & 6 <sup>th</sup> Grade Camp 8 <sup>th</sup> grade Activities	2 weeks Nov Feb-Mar April-May	No profit – All funds to student accounts
Popsicles	All Students	6 <sup>th</sup> Grade Camp Scholarship Fund	Minimum days weekly	Varies

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**Santee School District**  
    Hill Creek     **School**  
**Fundraising Plans 2010-11**

<b>Description of Fundraiser</b>	<b>Group participating (e.g. ASB, Grade level)</b>	<b>Purpose</b>	<b>Length of fundraiser</b>	<b>Expected Income</b>
Innisbrook Candy and wrapping paper sale	P.T.S.A.	PTSA school activities	2 weeks	\$1,000
Marie Callendar's Pie Certificates	6 <sup>th</sup> graders	6 <sup>th</sup> grade camp funds	2 weeks	\$1,000
East County Passport Coupon Books	6 <sup>th</sup> graders	6 <sup>th</sup> grade camp funds	2 weeks	\$600
Cookie Dough	5 <sup>th</sup> graders & 6 <sup>th</sup> graders	6 <sup>th</sup> grade camp funds	2 weeks	\$2,500
Cookie Dough	8 <sup>th</sup> graders	8 <sup>th</sup> grade end-of-year activity fund	2 weeks	\$400
School Coffee Sales	8 <sup>th</sup> graders	Washington D.C. trip	2 weeks	\$300
East County Passport Coupon Books	8 <sup>th</sup> graders	Washington D.C. trip	2 weeks	\$200
Jump Rope for Heart	K-8	American Heart Association	2 weeks	\$500
Jog-a-thon	K-8	Offset Supplemental Curriculum costs (Read Naturally)	1 week	\$800
Scripp- gift card sales	P.T.S.A.	School Activities	October-June	\$500

# Santee School District

## Pepper Drive School

### Fundraising Plans 2010-11

Description of Fundraiser	Group participating (e.g. ASB, Grade level)	Purpose	Length of fundraiser	Expected Income
Genevieve Gift Wrap	PTO	PTO General Fund, Middle School Activities	2 Weeks	\$3,000
Trolley Night/ Fall	PTO	PTO General Fund	1 Day	\$650
Harvest Festival	PTO	PTO General Fund	1 Day	\$2,000
Dances	ASB	Middle School Activities	3 days	\$1500
Car Wash	Middle School	Middle School Activities	5 Day ticket sales	\$600
Book Fair	PTO	PTO General Fund	4 days	\$1000
Holiday Gift Shop	PTO	PTO General Fund	5 days	\$400
Trolley Night Spring	PTO	PTO General Fund	1 Day	\$650

**Santee School District**  
**PRIDE Academy at Prospect Avenue School**

**Fundraising Plans 2010-2011**

<b>Description of Fundraiser</b>	<b>Group participating (e.g. ASB, Grade level)</b>	<b>Purpose</b>	<b>Length of fundraiser</b>	<b>Expected Income</b>
Charleston Wraps Catalog Sale	All students – sponsored by PTA	Funds to support student programs	2 weeks	\$4000
Superior Card Sales	All students – sponsored by PTA	Funds to support student programs	2 weeks	\$3000
Signature Cookie Dough Sale	6 <sup>th</sup> Grade students	Individual students raise money to off-set the cost of 6 <sup>th</sup> grade camp	2 weeks	\$2500
Jog-A-Thon	All students	Funds to support student programs. 50% to PTA and 50% to site donations	1 day	\$3000
Coin Drive	All students	Funds to purchase books for classroom libraries	2 weeks	\$1000

## Santee School District

### Rio Seco School

#### Fundraising Plans 2010-11

Description of Fundraiser	Group participating (e.g. ASB, Grade level)	Purpose	Length of fundraiser	Expected Income
Cold Stone –family night	PTSA	Support school programs	4 nights	\$400
Book Fair	PTSA	Support school programs	1 week	\$500
Fall Carnival	PTSA	Support school programs	1 day	\$6000
Barnes and Noble, Chili's – family night	PTSA	Support school programs	2 nights	\$800
“Great American” gift sales	PTSA	Support school programs	2 weeks	\$6000
Panda Express – family night	ASB	Support school programs	2 nights	\$400
Pasta for Pennies	ASB	Leukemia Foundation	3 weeks	\$2200
Skedaddle Cookie Dough	5 <sup>th</sup> and 6 <sup>th</sup> grade students 8 <sup>th</sup> grade students	6 <sup>th</sup> grade camp 8 <sup>th</sup> grade excursion	2 weeks (Fall/Spring)	Not to exceed activity expenses
Rio Seco Spirit Bracelets	ASB	Ryan O'Dell Foundation	Ongoing	\$200



**Santee School District**  
**Sycamore Canyon School**

**Fundraising Plans 2010-11**

<b>Description of Fundraiser</b>	<b>Group participating (e.g. ASB, Grade level)</b>	<b>Purpose</b>	<b>Length of fundraiser</b>	<b>Expected Income</b>
Box tops	<i>All Students</i>	<i>PTA activities</i>	<i>All year</i>	<i>unknown</i>
E-Script	All students	PTA	All year	450
Holiday shop	All students	PTA	Dec	1000
Marie Calendar Pies	All students	PTA	Nov	300
Coupon books	All students	PTA	Spring	2000
Recycle program	All students	PTA	All year	150
Jog-Walk	All students	ASB	2 weeks	5,000
Student Store	All Students	ASB	1 day per week/ all year	500
Ghost Grams	All Students	ASB	Oct	200
Cupid Grams	All Students	ASB	Feb	200
Towne Center Night	All Students	ASB	Spring/ 1 night	unknown
Skedaddle cookie dough	5 <sup>th</sup> /6 <sup>th</sup>	6 <sup>th</sup> grade camp funds	Nov.	unknown
Yogurt Night	All students	School	May	500

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Consent Item E.4.4.

Approval of Revised Progressus Therapy, LLC  
Agreement for Occupational Therapy Services

Prepared by Kristin Baranski  
January 18, 2011

**BACKGROUND:**

Santee School District currently contracts with Progressus Therapy, LLC, for Occupational Therapy (OT) services and until recently contracted with CareerStaff Unlimited for Certified Occupational Therapy Assistant (COTA) services. By mutual agreement, services with Career Staff terminated as of December 17.

Due to the high OT student caseload, administration recommends additional OT services in lieu of COTA services. While COTA services generally cost less per hour (\$10 per hour) than OT services, COTAs require supervision by the Occupational Therapist, can not attend triennial or initial IEP meetings, nor can they conduct student evaluations. With the high student caseload and COTA restrictions, administration is recommending an increase in the agreement amount with Progressus Therapy, LLC, previously approved through June 30, 2011. Progressus Therapy, LLC, will provide an additional part-time OT two days per week.

**RECOMMENDATION:**

Administration recommends the Board of Education approve the revised agreement amount for Progressus Therapy, LLC, for OT services for the term of January 19, 2011 through June 30, 2011.

This recommendation supports the following District goals:

- Assure the highest level of educational achievement for all students.
- Develop, social, emotional, and health service programs to foster student character and personal well-being

**FISCAL IMPACT:**

The previous, Board approved 2010-2011 agreement with CareerStaff Unlimited was for a total of \$38,400. Of that amount, \$25,500 remains unused.

The addition of the part-time OT using Progressus Therapy, LLC, two days a week, will be at a cost of \$24,640, resulting in a District savings of \$860.

**STUDENT ACHIEVEMENT:**

OT services are necessary for some special education students to demonstrate educational progress.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item E.4.4.

DISCUSSION AND/OR ACTION ITEMS Item F.

*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 F

**BACKGROUND:**

On January 10, 2011, the new Governor unveiled his plans for addressing a \$25.4 billion State Budget deficit with \$8.2 billion projected for 2010-11 and \$17.2 billion projected for 2011-12. His proposal includes a roughly equal balance of revenue increases (\$12 billion) and expenditure reductions (\$12.5 billion) along with \$1.9 billion in "other solutions" to close the gap and fund a \$1 billion reserve.

The Governor essentially shields K-12 education from additional cuts in 2011-12 by proposing to fund Proposition 98 at \$400 million less than the current 2010-11 level of \$49.7 billion. Other components of the State's General Fund associated with safety net programs are hit hard with a \$1.7 billion cut to Medi-Cal, \$1.5 billion for California Work Opportunity and Responsibility to Kids (CaWORKS), and \$750 million for the Department of Developmental Services. In addition, the proposed Budget eliminates services and raises co-pays for the Healthy Families Program, cuts funding for In-Home Support Services, reduces funding for childcare, and eliminates transitional housing aid for young adults in foster care. These will be difficult options for the Legislature.

On the revenue side, the Governor proposes ballot measures for a June Special Election to allow the voters to decide whether or not to extend temporary tax increases enacted for the 2009-10 Budget set to expire at the end of 2010-11. These include a 0.25% surcharge on the income tax, a \$0.01 increase in the sales tax, a 0.5% increase in the vehicle license fee, and a reduction in the dependent deduction.

This Budget Proposal also includes provisions to extend the flexibility options enacted by the Legislature for the revised 2008-09 budget by 2 years. These include:

- Increase of K-3 Class Sizes above 20:1 with lower penalties
  - Current expiration = End of 2011-12
  - Proposed expiration = End of 2013-14
- Use of certain Categorical Program funds in the Unrestricted General Fund
  - Current expiration = End of 2012-13
  - Proposed expiration = End of 2014-15
- Reduction of Routine Restricted Maintenance set-aside requirement from 3% to 1%
  - Current expiration = End of 2012-13
  - Proposed expiration = End of 2014-15
- Reduction of school year from 180 days to 175 days
  - Current expiration = End of 2012-13
  - Proposed expiration = End of 2014-15

Administration will provide a summary of the Governor's Proposal and its effect on the District's budget and Multi-Year projections.

**RECOMMENDATION:**

It is recommended that the Board of Education review, discuss, and take action, if necessary, on budget information as presented. Any action taken is always at the discretion of the Board of Education.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

This will be analyzed and details provided at the January 25, 2011 Budget Workshop.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item F.1.1.
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Discussion and/or Action Item F.1.2.  
Prepared by Karl Christensen  
January 18, 2011

Summary and Acceptance of 2009-10 Audit Report  
by Vavrinek, Trine, Day & Co.

**BACKGROUND:**

As required by law, each year Santee School District contracts with an independent certified public accountant for an annual audit of its financial records for the prior year. At its March 4, 2008 meeting, the Board authorized contracted services from Vavrinek, Trine, Day & Co., LLP to perform all necessary work for the 2007-08, 2008-09, and 2009-10 audit reports.

The 2009-10 report is now complete. Copies of the audit report may be obtained from Business Services and additional copies will be available at the Board meeting for review.

Copies of this audit report have been forwarded by the auditor as required by law to:

- ✓ State Department of Finance, Office of Financial and Performance Accountability,
- ✓ State Department of Education, Audit Department, and
- ✓ San Diego County Clerk's Office.

Additionally, the Board Audit Ad Hoc Committee representatives, Dan Bartholomew and Dustin Burns were provided a copy of the audit document for review and further clarification. Administration will provide a brief overview of findings contained in the Audit Report and actions taken to address those findings.

**RECOMMENDATION:**

It is recommended that Board representatives and members of the Audit Committee provide their commentary to the rest of the Board, at their discretion. Administration also recommends that the Board of Education accept the 2009-10 audit report as submitted.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

The Audit report outlines the District's 2009-10 fiscal year. There is no fiscal impact in accepting the report. Professional auditor services annually total \$21,500.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item F.1.2.
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Discussion and/or Action Item F.2.1.  
Prepared by Karl Christensen  
January 18, 2011

Approval of Amendment No. 2 to Twelfth  
Amendment (Phase IV – Prospect Avenue  
School Modernization) to Construction  
Services Agreement for Lease-Leaseback,  
Site Lease, and Sublease Agreement

**BACKGROUND:**

On February 2, 2008, the Santee School District Board of Education adopted Resolution No. 0708-16, approving and authorizing the execution of a Site Lease, Sublease Agreement, and Lease-Leaseback Construction agreement between the District and Douglas E. Barnhart, Inc., in order to provide for the modernization of existing school facilities, at nine school sites within the District (the "Project"). On April 1, 2008, the Board approved Amendment No. 1 for the Guaranteed Maximum Price (GMP) of the Cajon Park classroom addition. On June 3, 2008, the Board approved Amendments Nos. 2 - 6 for the GMP for five school modernizations. On September 2, 2008, the Board approved Amendments Nos. 7 - 9 for the ten-classroom additions at Carlton Hills, Rio Seco, and Carlton Oaks. On May 9, 2009, the Board approved Amendments Nos. 10 - 13 for the GMP for three school modernizations at Chet F Harritt, Hill Creek, Prospect Avenue, and the Chet F Harritt ball fields. In June 2009, the Board suspended work and amended the contracts for infrastructure only and partial scope at the Chet F. Harritt ball field project.

This action is for the Amendment No. 2 of the Amendment 12 to the Lease-Leaseback Construction Agreement to complete the modernization work at Prospect Avenue School. This will establish the final GMP and will also add a five percent (5%) Owner's contingency within the GMP to be used with District approval, with the remainder reverting to the District at the end of the construction.

A copy of Amendment No. 2 of the Amendment 12 to the Lease-Leaseback Construction Agreement is available in the District's Business Services department for public review. Additionally, a copy will be available for public review at the Board meeting.

The final GMP is being developed and will be available at the Board meeting for review and discussion.

**RECOMMENDATION:**

It is recommended that the Board of Education approve Amendment No. 2 to Amendment 12 to the Lease-Leaseback Construction Agreement in order to accomplish the objectives set forth above since the final Guaranteed Maximum Price (GMP) is within the Board-approved Capital Improvement Program budget for these projects.

This recommendation supports the following District goals:

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

**FISCAL IMPACT:**

The fiscal impact of Amendment No. 2 to the Amendment 12 (amount to be provided at Board meeting) will be funded from the District's Revised Capital Improvement Program budget with CIP funds, Prop R bond proceeds, and State modernization matching funds.

**STUDENT ACHIEVEMENT IMPACT:**

Strong, positive relationships exist between overall building conditions, a positive learning environment, and student achievement.

Motion:		Second:		Vote:		Agenda Item F.2.1.
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**AMENDMENT NO. 2 TO TWELFTH AMENDMENT  
(PHASE IV – PROSPECT AVENUE SCHOOL MODERNIZATION) TO  
CONSTRUCTION SERVICES AGREEMENT FOR LEASE-LEASEBACK,  
SITE LEASE, AND SUBLEASE AGREEMENT**

This Amendment No. 2 to Twelfth Amendment (Phase IV – Prospect Avenue School Modernization) to Construction Services for Lease-Leaseback (herein “Lease-Leaseback Agreement”), Site Lease, and Sublease Agreement (collectively, the “Lease-Leaseback Documents”) is made and entered into this 18<sup>th</sup> day of January, 2011, by and between the SANTEE SCHOOL DISTRICT (the "District") and Barnhart-Balfour Beatty, Inc. (the "Builder") as follows:

WHEREAS, on May 2, 2009, the Governing Board of the District adopted the Twelfth Amendment (Phase IV – Prospect Street School Modernization) [sic] (the “Twelfth Amendment”); and

WHEREAS, the Twelfth Amendment modified the Lease-Leaseback Documents and Guaranteed Maximum Price (“GMP”) for the work described therein at Prospect Avenue School; and

WHEREAS, the Board issued a Notice to Proceed dated April 27, 2009 for the work described in the Twelfth Amendment; and

WHEREAS, on June 22, 2009, the District adopted Resolution 0809-57, suspending construction due to difficulties in securing funding to continue modernization work more particularly described in that Resolution; and

WHEREAS, on July 7, 2009, the Board issued a Notice to Proceed with a revised Scope of Work for the Prospect Avenue School modernization; and

WHEREAS, on July 10, 2009, representatives of the District and Builder negotiated a Memorandum of Understanding regarding the revised Scope of Work and revised Guaranteed Maximum Price on the Prospect Avenue School modernization; and

WHEREAS, on July 21, 2009, the District and Builder entered into Amendment No. 1 to Twelfth Amendment (Phase IV – Prospect Avenue School Modernization) to reflect the revised Scope of Work and approve the Memorandum of Understanding; and

WHEREAS, on September 10, 2009, the District and Builder entered into Contract Change Order #001 to Amendment No. 1 to Twelfth Amendment (Phase IV – Prospect Avenue School Modernization) to reflect the final completed cost of Summer Site Infrastructure Work & Committed Costs of \$1,273,922, to increase the price of

uncompleted Option 4 to \$1,698,239, and to increase the price of uncompleted Option 2 to \$1,603,961.; and

WHEREAS, on September 10, 2009, the District suspended Options 1, 2, 3 & 4 of Amendment No. 1 to Twelfth Amendment (Phase IV – Prospect Avenue School Modernization) due to funding constraints; and

WHEREAS, the Governing Board of the District now wishes to continue with the suspended work, Options 1, 2, 3 & 4, remaining from the original Scope of Work; and

WHEREAS, District and Builder now wish to further modify the Twelfth Amendment (Phase IV – Prospect Avenue School Modernization) to reflect the revised Scope of Work.

NOW, THEREFORE, DISTRICT AND BUILDER HEREBY AGREE AS FOLLOWS:

1. All reference to “Prospect Street School” in the Twelfth Amendment should be “Prospect Avenue School.”

2. Section 6 of Lease-Leaseback Agreement for the Phase IV - Prospect Avenue School Modernization phase of the Project as amended by Amendment No. 1 to Twelfth Amendment shall be deleted and replaced with the following:

“The GMP for Options 1, 2, 3 & 4 of the work of the Phase IV – Prospect Avenue School Modernization shall be \$ \_\_\_\_\_, and shall be based upon the Construction and Scope of Work set forth in Exhibit A of this Agreement, as amended.” Summer Site Infrastructure Work & Committed Costs per Exhibit A to Amendment No. 1 to Twelfth Amendment are not included in GMP. The GMP is based upon DSA approved plans and specifications defined in “Exhibit A-Lease-Leaseback Agreement Twelfth Amendment (Phase IV – Prospect Street School Modernization)”, Options 1, 2, 3, & 4 only, and includes the prevailing wage rates described in Section 13 in effect at the time the work is bid pursuant to Section 4 herein. The GMP includes the cost of construction pursuant to Exhibit A hereof for Builder’s Fee, General Conditions, Bonds and Insurance Costs as further defined in Exhibit C hereof and the GMP includes a Builder’s contingency, as described in section 8 hereof, of three and one-half percent (3.5%) on Construction Costs, subject to increase through Owner accepted Project savings.

The GMP for Options 1, 2, 3, & 4 only, also includes the general conditions listed in Exhibit C hereof, except for those listed as Owner or Reimbursibles in Exhibit C. The final GMP shall be presented by Builder to the Board of Trustees of the District for approval at on or about the Board’s January 18, 2011 meeting, based upon final plans and specifications for the Phase IV – Prospect Street School Modernization phase of the Project. Once approved by the District, the Builder’s proposal for the final GMP for Options 1, 2, 3, & 4 of Phase IV – Prospect Street School Modernization and subsequent phases of the Project shall constitute amendments to this Agreement. The District will

also maintain its own contingency of five percent (5%) which is included in the Builder's GMP. Value engineered items after the GMP shall go to one hundred percent (100%) to the Builder's contingency. The Builder shall assume the risk of cost overruns which were foreseeable at the time this Agreement is entered into and the final GMP determined, except for unforeseen conditions, design error or omissions and events as set forth in section 29 hereof. Changes to the scope of the Project not contemplated in the Scope of Work (Exhibit A) shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. Builder acknowledges that the GMP constitutes sufficient consideration for the assumption of risk of costs by Builder. The GMP is a fee to Builder and Builder shall be entitled to any unused portions of it. The GMP shall include, but not be limited to, increases in labor and materials. Sublease payments and Construction Progress Payments by the District to Builder pursuant to Section 18 this Agreement and the Sublease shall be commensurate with the GMP.

Other provisions of Section 6 of the Lease-Leaseback Agreement shall remain as modified by the Twelfth Amendment.

3. Exhibit A of the Lease-Leaseback Agreement shall be amended to reflect the final plans and specifications, as modified, for Phase IV – Prospect Street School Modernization. Exhibit A of the Lease-Leaseback Agreement for the Phase IV – Prospect Avenue School Modernization shall be deleted and replaced with the revised Scope of Work Amendment No. 2 for Phase IV – Prospect Avenue School Modernization, set forth as “Attachment 1” hereto. Summer Site Infrastructure Work and Committed Costs are not included but shown only for reference .

4. A new Exhibit B of the Lease-Leaseback Agreement set forth as “Attachment 2” hereof entitled “Exhibit B Construction Services Agreement for Lease-Leaseback Amendment No. 2 to Twelfth Amendment (Phase IV – Prospect Street School Modernization)-Capitol Project Financial Summary” shall be added for Phase IV of the Project.

5. A new Exhibit C of the Lease-Leaseback Agreement, set forth as “Attachment 3” hereof entitled “Exhibit C Construction Services Agreement for Lease-Leaseback Amendment No. 2 to Twelfth Amendment (Phase IV – Prospect Street School Modernization) – General Conditions Breakdown” shall be added for Phase IV of the Project

6. Exhibit A of the Sublease Agreement for Phase IV – Prospect Street School Modernization) shall be in the form attached hereto as “Attachment 4.” All other provisions of the Sublease Agreement shall remain in full force and effect for Phase IV of the Project, including the timelines for completion and payment, except that those provisions shall only be applicable to the Scope of Work listed in Exhibit A to the Lease-Leaseback Agreement, as amended, and to the Sites listed in Exhibit A to the Site Lease, as of the date of this Twelfth Amendment.

7. The provisions of the Lease-Leaseback Documents, as amended, shall remain

in full force and effect for Phase IV – Prospect Street School Modernization even though the originals of those documents refer only to the “Phase I” construction of twenty classrooms at Cajon Park School. All prior amendments and this Amendment No. 2 to Twelfth Amendment (Phase IV – Prospect Street School Modernization) shall be part of the validated Lease-Leaseback Documents, and changes in prior amendments not specifically applicable to a particular phase of the Project, shall be applicable to all phases and amendments. Each Amendment shall stand alone from each other for the specific phase of work contemplated by each; and each may be subject to further amendments as required.

*IN WITNESS WHEREOF*, the parties have, by their duly authorized representatives, executed this Amendment No. 2 to Twelfth Amendment (Phase IV -- Prospect Avenue School Modernization), in duplicate, as of the day and year first above written and agree that this Amendment shall constitute binding modifications to the Lease-Leaseback Documents.

BUILDER/CORPORATION:

BARNHART-BALFOUR BEATTY, INC.

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Eric Stenman, President

DISTRICT:

SANTEE SCHOOL DISTRICT

Approved by the Board 1-18-11

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Karl Christensen,  
Assistant Superintendent, Business Services

**Attachment 1 to Amendment No. 2 to Twelfth Amendment**

EXHIBIT A-LEASE-LEASEBACK AGREEMENT  
AMENDMENT No. 2 TO TWELFTH AMENDMENT (PHASE IV)

SCOPE OF WORK  
PHASE IV-PROSPECT AVENUE SCHOOL MODERNIZATION

This project consists of base bid summer site infrastructure work (previously completed and closed) and options 1 through 4 that comprise the modernization of the existing Prospect Avenue School campus located at 9303 Prospect Avenue, Santee, CA 92071.

All as modified by Change order #001 dated Sept 10, 2009, and including all RFI's, Architect's supplemental instructions and bulletins, approved change orders including those utilizing both owner and contractor contingency that apply to the **Summer Site Infrastructure Work and Committed Costs** work scope previously completed and closed.

**Summer Site Infrastructure Work & Committed Costs (included for reference only; work previously completed and closed out):**

Work to include underground site MEP underground infrastructure up to the most feasible point outside of the building and related concrete and asphalt patching of trenching required for MEP work as shown on the contract documents indicated on "Attachment I-continued", and as further defined below as modified by this Amendment and the Construction Service Agreement for Lease Lease-Back dated 2/2/08. Site MEP Work to occur per the REVISED Phasing schedule on Attachment 4.

- |   |  |
|---|--|
| 1) Electrical:  | Installation of underground electrical conduit and piping to within 5 feet outside of the building or to the edge of the most adjacent concrete sidewalk where the electrical equipment is to be located. This package includes the coordination with SDG&E for the installation of the transformer and new switchgear that will be energized to backfeed the existing switchgear. |
| 2) Plumbing:  | Installation of underground plumbing piping to within 5 feet outside of the building or to the edge of the most adjacent concrete sidewalk where the domestic water, gas and sewer lines are to be located.  |
| 3) Landscape/Irrigation:  | Installation of irrigation sleeving in areas where trenches occur. Landscape and irrigation repairs as related to electrical and plumbing site work installation.  |
| 4) Demolition:  | Demolition as related to electrical, plumbing and landscape site trenching.  |
| 5) Asphalt:   | Asphalt patching as related to electrical, plumbing and landscape site trenching.  |
| 6) Concrete:  | Concrete patching as related to electrical, plumbing and landscape site trenching.   |
| 7) Metals:  | Submittals for site work and buildings.  |
| 8) Rough Carpentry:   | Submittals for building work   |
| 9) Finish Carpentry:  | Submittals for building work   |
| 10) Roofing, Sheet Metal & Skylights:                                       | Submittals for building work   |
| 11) Glazing:  | Submittals for building work   |
| 12) Doors, Frames & Hardware:   | Submittals for building work   |
| 13) Drywall, Paint, Insulation, Plaster, FRP, Tackable Panels, Specialties: | Submittals for building work. Administrative costs due to coordination and pricing negotiations with tiers, vendors associated scheduling of work negotiations with tiers, vendors   |
| 14) Ceramic Tile:   | Submittals for building work   |
| 15) Terrazzo:   | Submittals for building work   |
| 16) HVAC & Controls:  | Submittals for building work, Administrative costs due to coordination and pricing negotiations with tiers, vendors associated scheduling of work  |

17) Surveying:

Surveying & Layout costs

**Specific Work not included in the Base Bid Guaranteed Maximum Price (GMP):**

1. Excludes any ADA upgrades, site lighting, parking lot upgrades, landscape planting, permanent fencing, path of knowledge, all work scope on plans provided by the following trades: metals, rough carpentry, finish carpentry, roofing/sheet metal & skylight, glazing, doors/frames & hardware, drywall/paint/insulation/plaster/FRP/Tackable Panels/Specialties, Ceramic Tile, Terrazzo, Carpet/Resilient Floor, HVAC/Controls, Grading and Surveying.
2. Any and all scope modifications not shown on bid documents, including bulletins issued after bid.
3. Wire and cable for electrical, except for the switchgear.
4. The trenching and conduit installation for buildings 'D' and 'E', which will be completed during those perspective phases.

**Summer Site Infrastructure Work & Committed Costs: GMP revised upon completion and close out of work from \$1,382,060 to \$1,273,922 per Change Order #001 to Amendment No. 1 to Twelfth Amendment (Phase IV – Prospect Avenue School Modernization) and not included in revised GMP for Amendment No. 2 to Twelfth Amendment (Phase IV – Prospect Avenue School Modernization)**

**\*SCOPE OF WORK-AMENDMENT 2 TO THE TWELFTH AMENDMENT\***

**Option 1 - Building A Modernization:**

Work to include bringing the underground site MEP infrastructure from outside of the building where terminated per site infrastructure work phase into buildings A and E. (Building 'E' MDF room only will be renovated) and all Building A related work as shown on the contract documents indicated on "Attachment I-continued", and as further defined below as modified by this Amendment and the Construction Service Agreement for Lease Lease-Back dated 2/2/08. Option 1 Building A work to occur per the REVISED Phasing schedule.

- 1) Electrical: Installation of underground electrical conduit and piping from outside the building where terminated in the prior phase to the interior of the building where the electrical equipment is to be located for building A and E. (Building 'E' MDF room only will be renovated). Includes all Building A related work as shown on the contract documents.
- 2) Plumbing: Installation of underground plumbing piping from outside the building where terminated in the prior phase to the interior of the building where the domestic water, gas and sewer lines are to be located. Includes all Building A related work as shown on the contract documents.
- 3) Landscape/Irrigation: No work this phase.
- 4) Demolition: Site demolition as related to bringing electrical and plumbing from outside the building where terminated in the prior phase to the interior of the building. Includes all Building A related work as shown on the contract documents. This scope also includes demolition related to the renovation of the MDF room in building 'E'.
- 5) Asphalt: Asphalt patching as related to bringing electrical and plumbing from outside the building where terminated in the prior phase to the interior of building 'A' and 'E'.
- 6) Concrete: Concrete patching as related to bringing electrical and plumbing from outside the building where terminated in the prior phase to the interior of the building. Includes all Building A related work as shown on the contract documents. This scope also includes concrete related to the renovation of the MDF room in building 'E', and access requirements at doorways and restrooms at Building A as shown on the contract documents.
- 7) Metals: Includes all Building A related work as shown on the contract documents.
- 8) Rough Carpentry: Includes all Building A related work as shown on the contract documents.
- 9) Finish Carpentry: Includes all Building A related work as shown on the contract documents.
- 10) Roofing, Sheet Metal & Skylights: Includes all Building A related work as shown on the contract documents.
- 11) Glazing: Includes all Building A related work as shown on the contract documents.
- 12) Doors, Frames & Hardware: Includes all Building A related work as shown on the contract documents. This scope also includes doors, frames and hardware related to the renovation of the MDF room in building 'E'.
- 13) Drywall, Paint, Insulation, Plaster, FRP,

Tackable Panels, Specialties:	Includes all Building A related work as shown on the contract documents. This scope also includes drywall related to the renovation of the MDF room in building 'E'.
14) Ceramic Tile:	Includes all Building A related work as shown on the contract documents.
15) Carpet & Resilient Flooring:	Includes all Building A related work as shown on the contract documents.
16) HVAC & Controls:	Includes all Building A related work as shown on the contract documents.
17) Grading:	No work this phase.
18) Surveying:	No work this phase.

**Specific Work not included in the Option 1 Guaranteed Maximum Price (GMP):**

1. Excludes any work outside of the building exterior unless otherwise noted above.

**Option 1 - Building A Modernization: GMP included in total cost for Options 1, 2, 3, & 4. (previously \$1,298,276)**

**Option 2 - Building C & D Modernization:**

Work to include bringing the underground site MEP infrastructure from outside of the building where terminated per site infrastructure work phase into the building and all Building C and D related work as shown on the contract documents indicated on "Attachment 1-continued", and as further defined below as modified by this Amendment and the Construction Service Agreement for Lease Lease-Back dated 2/2/08. Option 2 Building C & D work to occur per the REVISED Phasing schedule.

1) Electrical:	Installation of underground electrical conduit and piping from outside the building where terminated in the prior phase to the interior of the building where the electrical equipment is to be located. Includes all Building C & D related work as shown on the contract documents.
2) Plumbing:	Installation of underground plumbing piping from outside the building where terminated in the prior phase to the interior of the building where the domestic water, gas and sewer lines are to be located. Includes all Building C & D related work as shown on the contract documents.
3) Landscape/Irrigation:	No work this phase.
4) Demolition:	Site demolition as related to bringing electrical and plumbing from outside the building where terminated in the prior phase to the interior of the building. Includes all Building C & D related work as shown on the contract documents.
5) Asphalt:	No work this phase.
6) Concrete:	Concrete patching as related to bringing electrical and plumbing from outside the building where terminated in the prior phase to the interior of the building. Includes all Building C & D related work as shown on the contract documents. This scope also includes concrete related to access requirements at doorways and restrooms at Buildings C & D as shown on the contract documents.
7) Metals:	Includes all Building C & D related work as shown on the contract documents.
8) Rough Carpentry:	Includes all Building C & D related work as shown on the contract documents.
9) Finish Carpentry:	Includes all Building C & D related work as shown on the contract documents.
10) Roofing, Sheet Metal & Skylights:	Includes all Building C & D related work as shown on the contract documents.
11) Glazing:	Includes all Building C & D related work as shown on the contract documents.
12) Doors, Frames & Hardware:	Includes all Building C & D related work as shown on the contract documents.
13) Drywall, Paint, Insulation, Plaster, FRP, Tackable Panels, Specialties:	Includes all Building C & D related work as shown on the contract documents.
14) Ceramic Tile:	Includes all Building C & D related work as shown on the contract documents.
15) Carpet & Resilient Flooring:	Includes all Building C & D related work as shown on the contract documents.

- 16) HVAC & Controls: Includes all Building C & D related work as shown on the contract documents.  
17) Grading: No work this phase.  
18) Surveying: No work this phase.

**Specific Work not included in the Option 2 Guaranteed Maximum Price (GMP):**

1. Excludes any work outside of the building exterior unless otherwise noted above.

**Option 2 - Building C & D Modernization: GMP included in total cost for Options 1, 2, 3, & 4. (previously \$1,603,961)**

**(Previously revised from \$1,583,190 to \$1,603,961 per Owner Change Order #001 to Amendment No. 1 to Twelfth Amendment (Phase IV – Prospect Avenue School Modernization))**



### **Option 3 - Building B Modernization:**

Work to include bringing the underground site MEP infrastructure from outside of the building where terminated per site infrastructure work phase into the building and all Building B related work as shown on the contract documents indicated on "Attachment I-continued", and as further defined below as modified by this Amendment and the Construction Service Agreement for Lease Lease-Back dated 2/2/08. Option 3 Building B work to occur per the REVISED Phasing schedule.

- |   |   |
|---|---|
| 1) Electrical:  | Installation of underground electrical conduit and piping from outside the building where terminated in the prior phase to the interior of the building where the electrical equipment is to be located. Includes all Building B related work as shown on the contract documents.   |
| 2) Plumbing:  | Installation of underground plumbing piping from outside the building where terminated in the prior phase to the interior of the building where the domestic water, gas and sewer lines are to be located. Includes all Building B related work as shown on the contract documents.   |
| 3) Landscape/Irrigation:  | No work this phase.   |
| 4) Demolition:  | Site demolition as related to bringing electrical and plumbing from outside the building where terminated in the prior phase to the interior of the building. Includes all Building B related work as shown on the contract documents.  |
| 5) Asphalt:   | Asphalt patching as related to bringing electrical and plumbing from outside the building where terminated in the prior phase to the interior of the building.  |
| 6) Concrete:  | Concrete patching as related to bringing electrical and plumbing from outside the building where terminated in the prior phase to the interior of the building. Includes all Building B related work as shown on the contract documents. This scope also includes concrete related to access requirements at doorways and restrooms at Building B as shown on the contract documents. |
| 7) Metals:  | Includes all Building B related work as shown on the contract documents.  |
| 8) Rough Carpentry:   | Includes all Building B related work as shown on the contract documents.  |
| 9) Finish Carpentry:  | Includes all Building B related work as shown on the contract documents.  |
| 10) Roofing, Sheet Metal & Skylights:                                       | Includes all Building B related work as shown on the contract documents.  |
| 11) Glazing:  | Includes all Building B related work as shown on the contract documents.  |
| 12) Doors, Frames & Hardware:   | Includes all Building B related work as shown on the contract documents.  |
| 13) Drywall, Paint, Insulation, Plaster, FRP, Tackable Panels, Specialties: | Includes all Building B related work as shown on the contract documents.  |
| 14) Ceramic Tile:   | Includes all Building B related work as shown on the contract documents.  |
| 15) Terrazzo:   | Includes all Building B related work as shown on the contract documents.  |
| 16) Carpet & Resilient Flooring:  | Includes all Building B related work as shown on the contract documents.  |
| 17) HVAC & Controls:  | Includes all Building B related work as shown on the contract documents.  |
| 18) Grading:  | No work this phase.   |
| 19) Surveying:  | No work this phase.   |

### **Specific Work not included in the Option 3 Guaranteed Maximum Price (GMP):**

1. Excludes any work outside of the building exterior unless otherwise noted above.

### **Option 3 - Building B Modernization: GMP included in total cost for Options 1, 2, 3, & 4. (previously \$979,877)**

## **Option 4 – Building E Modernization & Site Work:**

Work to include completion of remaining site work including all Building E related work, restriping and resealing existing playground areas, new Kindergarten playground, Path of Knowledge, landscaping and irrigation, galvanized fencing, Ornamental fencing, site furnishings, site signage, total renovation of parking lots but not limited to ADA upgrades at parking lot and front entrance as shown on the contract documents indicated on "Attachment 1-continued", and as further defined below as modified by this Amendment and the Construction Service Agreement for Lease Lease-Back dated 2/2/08. Option 4 Remaining Site Work to occur per the REVISED Phasing schedule.

- 1) Electrical: Installation of underground electrical conduit and piping from outside the building where terminated in the prior phase to the interior of the building where the electrical equipment is to be located. Includes all Building E related work as shown on the contract documents. Completing the change over from the existing switchgear to the new switchgear. Electrical as related to the existing playground areas, new Kindergarten playground, ADA upgrades at parking lot and front entrance. Install fire alarm to building 'F' and the relocatables. The installation of parking lot lighting.
- 2) Plumbing: Installation of underground plumbing piping from outside the building where terminated in the prior phase to the interior of the building where the domestic water, gas and sewer lines are to be located. Includes all Building B related work as shown on the contract documents.
- 3) Landscape/Irrigation: Installation of landscaping and irrigation work as shown on the contract documents.
- 4) Demolition: Site demolition as related to bringing electrical and plumbing from outside the building where terminated in the prior phase to the interior of the building. Includes all Building E related work as shown on the contract documents. Demolition as related to completing the electrical and mechanical change over, existing playground areas, new Kindergarten playground, Path of Knowledge, New parking lot upgrades, ADA upgrades at parking lot and front entrance.
- 5) Asphalt: Asphalt patching as related to bringing electrical and plumbing from outside the building where terminated in the prior phase to the interior of the building. Asphalt as related to restriping and resealing existing playground areas, new Kindergarten playground, Path of Knowledge, new parking lot, ADA upgrades at parking lot and front entrance renovations.
- 6) Concrete: Concrete patching as related to bringing electrical and plumbing from outside the building where terminated in the prior phase to the interior of the building. Includes all Building E related work as shown on the contract documents. This scope also includes concrete related to access requirements at doorways and restrooms at Building E as shown on the contract documents. ADA upgrades, site furnishings, site signage, fencing, gates, installation of Path of Knowledge, and sidewalks as shown on the contract documents, including any and all items not installed or replaced during the prior phases that are indicated on the contract documents.
- 7) Metals: Includes all Building E related work as shown on the contract documents. Installation of galvanized fencing as shown on the contract documents.
- 8) Rough Carpentry: Includes all Building E related work as shown on the contract documents.
- 9) Finish Carpentry: Includes all Building E related work as shown on the contract documents.
- 10) Roofing, Sheet Metal & Skylights: Includes all Building E related work as shown on the contract documents.
- 11) Glazing: Includes all Building E related work as shown on the contract documents.
- 12) Doors, Frames & Hardware: Includes all Building E related work as shown on the contract documents.
- 13) Drywall, Paint, Insulation, Plaster, FRP, Tackable Panels, Specialties: Includes all Building E related work as shown on the contract documents.
- 14) Ceramic Tile: Includes all Building E related work as shown on the contract documents.
- 15) Terrazzo: Includes all Building E related work as shown on the contract documents.
- 16) Carpet & Resilient Flooring: Includes all Building E related work as shown on the contract documents.
- 17) HVAC & Controls: Includes all Building E related work as shown on the contract documents.
- 18) Grading: Grading for Path of Knowledge and Kindergarten Playground
- 19) Surveying: Surveying & Layout for Path of Knowledge, Kindergarten Playground, all site hardscapes not completed during prior phases, including but not limited to the parking lot renovation.

## **Specific Work not included in the Base Bid Guaranteed Maximum Price (GMP):**

**Option 4 – Building E Modernization & Site Work: GMP included in total cost for Options 1, 2, 3, & 4. (previously \$1,698,239)**

**(Previously revised from \$1,676,353 to \$1,698,239 per Owner Change Order #001 to Amendment No. 1 to Twelfth Amendment (Phase IV – Prospect Avenue School Modernization))**

**Total GMP for Options 1, 2, 3, & 4: \$XXXXXXXXXX**

**General Work not included in all of the Guaranteed Maximum Prices (GMP):**

1. Any work or cost incurred due to Constructability review comments, Phase I School Documents including Bulletins, Addenda, RFI's or plan coordination not being incorporated into contract documents, including constructability reviews dated 9/26/08, 2/3/08, 1/27/09, 4/9/09 and 4/14/09.
2. Any errors or omissions in the contract documents, includes ADA compliance work not graphically shown on the drawings.
3. Hazmat not indicated in the contract documents.
4. Removal and replacement of finishes, roofing, or concrete for structural upgrades, other than as shown on plans.
5. Repair to any existing conditions not expressly shown on the contract documents.
6. Roof demo/replacement in excess of original 3-ply roof system.
7. Evacuation and disposal of existing hydronic piping liquid if other than water filled system, excluding Freon in chillers.
8. All interior wall demo figured to be without plywood on walls, unless noted on plans as a shear wall.
9. Shading and security devices at skylights.
10. Any cost or delays due to concurrent work by District that is not shown on phasing schedule.
11. Removal and replacement of any deteriorated building components and not code compliant existing work of any kind including MEP, roof/wall plywood and framing, not specifically shown on documents.
12. Barnhart, Inc., shall not be responsible for any schedule and/or financial impacts as a result of untimely deletion or addition of work.
13. Barnhart, Inc., shall not be responsible for any schedule and/or financial impacts as a result of changes to or errors in the documents including delays in the responses to requests for information, the issuance of clarifications, architects supplemental information, color changes, bulletins, etc.
14. Double layer of asphalt and petro mats not shown in contract documents.
15. Any costs, delays or additional work, or repairs or damages caused by District Vendors, City Services of Utilities. Including but not limit to Padre Dam, SDG&E, Cox and AT&T.
16. Doors and hardware shown to remain that are in disrepair, faulty or are not functioning per the latest building codes will be brought to the District's attention for their maintenance department's action.
17. Not responsible to dispose or protect desks, tables, boxes, books, etc., that are not evacuated in a timely manner; removal will be a change in work scope.
18. Any costs, delays or additional requirements caused by the Owner and/or Architect due to inadequate coordination with outside entities, (Local Fire Marshall, Architect, Consultants, SDG&E, Padre Dam, District's Moving Company, etc.)
19. Excludes unforeseen soil conditions not identified in the soils report.
20. Relocation of utilities due to over excavation requirements.
21. Excludes material escalation and labor wage increases beyond the original completion date of 9/4/09.
22. The Contractor does not take responsibility of MEP Systems operability due to the phasing of the work, or temporary tie-ins and/or crossovers.
23. Costs and/or delays for reprocurring or rebidding work due to subcontractors, vendors, suppliers, etc., not maintaining or holding their original bid price, up to the point of an executed subcontract agreement/change order for each phase/option of the work.
24. Trane cancellation charge. The District agrees to compensate Trane directly should the District determine that the remainder of the program will be cancelled.

**Attachment 2 to Amendment No. 2 to Twelfth Amendment**

Exhibit B Construction Services Agreement for Lease-Leaseback  
Amendment No. 2 to Twelfth Amendment  
(Phase IV – Prospect Street School Modernization)-

Capitol Project Financial Summary

**Attachment 3 to Amendment No. 2 to Twelfth Amendment**

Exhibit C Construction Services Agreement for Lease-Leaseback  
Amendment No. 2 to Twelfth Amendment  
(Phase IV – Prospect Street School Modernization) –

General Conditions Breakdown

**Attachment 4 to Amendment No. 2 to Twelfth Amendment**

(Phase IV – Prospect Street School Modernization) –

EXHIBIT A – SUBLEASE AGREEMENT, AMENDED

SCHEDULE OF SUBLEASE PAYMENTS

The term of this sublease for Options 1, 2, 3, & 4 of Phase IV – Prospect Avenue School Modernization of the Project shall commence on the date the term of the Site Lease commences for Phase IV – Prospect Avenue School modernization pursuant to section 2 thereof and Amendment No. 2 to Twelfth Amendment – Prospect Avenue School Modernization (Phase IV). Sublease payments shall be paid monthly and the total Sublease Payments made shall not exceed the amount of the GMP as defined in Section 6 of the Construction Services Agreement for Phase IV – Prospect Avenue School Modernization of the Project. Each month Builder shall provide District with an invoice reflecting the percentage of work performed and itemized on a Site by Site basis, or in the case of Amendment No. 2 to Twelfth Amendment (Phase IV - Prospect Avenue School Modernization) for the Prospect Avenue School Site, and signed off on by the District’s DSA Inspector, Project Architect, and other designated employee. The Sublease Payments and Construction Progress Payments pursuant to section 18 of the Construction Services Agreement for Lease-Leaseback shall be commensurate with the amount of work performed, invoiced and signed off by the DSA Inspector to date, but in no event less than one thousand dollars per month (\$1,000/month) for a period of (9) months, commencing on the date of issuance of the Notice to Proceed for Amendment No. 2 to Twelfth Amendment (Phase IV - Prospect Avenue School Modernization), unless the District exercises its purchase option pursuant to section 25 of the Sublease Agreement. The minimum sublease payments shall be offset against invoiced payments so that the total Sublease Payments do not exceed the GMP.

Notwithstanding the foregoing, the term of this Sublease may be extended and payment options may be modified by written agreement of the parties hereto.

Discussion and/or Action Item F.2.2.  
Prepared by Karl Christensen  
January 18, 2011

Approval of Amendment No. 1 to Thirteenth  
Amendment (Phase IV – Chet F. Harritt  
Ball Fields) to Construction Services  
Agreement for Lease-Leaseback, Site Lease,  
and Sublease Agreement

### **BACKGROUND:**

On February 2, 2008, the Santee School District Board of Education adopted Resolution No. 0708-16, approving and authorizing the execution of a Site Lease, Sublease Agreement, and Lease-Leaseback Construction agreement between the District and Barnhart, Inc., in order to provide for the modernization of existing school facilities, at nine school sites within the District (the "Project"). On April 1, 2008, the Board approved Amendment No. 1 for the Guaranteed Maximum Price (GMP) of the Cajon Park classroom addition. On June 3, 2008, the Board approved Amendment Nos. 2 - 6 for the GMP for five school modernizations. On September 2, 2008, the Board approved Amendment Nos. 7 - 9 for the ten-classroom additions at Carlton Hills, Rio Seco, and Carlton Oaks. The Board approved Amendment Nos. 10 - 13 for partial modernization in infrastructure at Prospect Avenue, Chet F. Harritt, and Hill Creek schools.

Amendment 13 for Majors field renovations at Chet F. Harritt School was approved December 1, 2009. The attached Amendment No. 1 of the Amendment 13 will establish the final GMP to complete the remaining ball fields and includes a five percent (5%) Owner's contingency within the GMP to be used with District approval, with the remainder reverting to the District at the end of the construction. The GMP for Chet F. Harritt School remaining ball fields is being developed and will be available at the Board meeting for review and discussion.

A copy of Amendment No. 1 of construction contract Amendment 13 to the Lease-Leaseback Agreement is available in the District's Business Services department for public review. Additionally, a copy will be available for public review at the Board meeting to approve.

### **RECOMMENDATION:**

It is recommended that the Board of Education approve Amendment No. 1 to Amendment 13 to the Lease-Leaseback Construction Agreement in order to accomplish the objectives set forth above since the final Guaranteed Maximum Price (GMP) is within the Board-approved Capital Improvement Program budget for these projects.

This recommendation supports the following District goals:

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

**FISCAL IMPACT:**

The fiscal impact of Amendment No. 1 to the Amendment 13 (amount to be provided at Board meeting) will be funded from the District's Revised Capital Improvement Program budget with CIP funds, Prop R bond proceeds, and State modernization matching funds.

**STUDENT ACHIEVEMENT IMPACT:**

Strong, positive relationships exist between overall building conditions, a positive learning environment, and student achievement.

Motion:		Second:		Vote:		Agenda Item F.2.2.
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**AMENDMENT NO. 1 TO THIRTEENTH AMENDMENT  
(PHASE IV – CHET F. HARRITT BALL FIELDS) TO  
CONSTRUCTION SERVICES AGREEMENT FOR LEASE-LEASEBACK,  
SITE LEASE, AND SUBLEASE AGREEMENT**

This Amendment No. 1 to Thirteenth Amendment (Phase IV – Chet F. Harritt Ball Fields) to Construction Services for Lease-Leaseback (herein “Lease-Leaseback Agreement”), Site Lease, and Sublease Agreement (collectively, the “Lease-Leaseback Documents”) is made and entered into this 18<sup>th</sup> day of January, 2011, by and between the SANTEE SCHOOL DISTRICT (the "District") and Barnhart Balfour Beatty (the "Builder") as follows:

WHEREAS, on December 11, 2009, the Governing Board of the District adopted the Thirteenth Amendment (Phase IV – Chet F. Harritt Ball Fields) (the “Thirteenth Amendment”); and

WHEREAS, the Thirteenth Amendment modified the Lease-Leaseback Documents and Guaranteed Maximum Price (“GMP”) for the work described therein at the Ball Fields at Chet F. Harritt School; and

WHEREAS, the Board issued a Notice to Proceed dated \_\_\_\_\_ for the work described in the Thirteenth Amendment; and

WHEREAS, the Thirteenth Amendment provides that subsequent portions of the Phase IV – Chet F. Harritt Ball Fields portion of the Project, whether or not subject to DSA approval, may be authorized only by future Amendment to the Thirteenth Amendment after DSA approvals, if required, and additional funding have been obtained; and

WHEREAS, the governing board of the District has now obtained DSA approvals as required and/or the necessary funding to continue with the Chet F. Harritt Ball Fields portion of the Project; and

WHEREAS, the governing board of the District desires to proceed with the construction of the ball fields at Chet F. Harritt School.

NOW, THEREFORE, DISTRICT AND BUILDER HEREBY AGREE AS FOLLOWS:

1. The first sentence of Section 6 of the Lease-Leaseback Agreement for the Phase IV - Chet F. Harritt Ball Fields phase of the Project as amended shall be deleted and replaced with the following sentence:

“The GMP for total phased cost of the work of the Phase IV – Chet F. Harritt Ball Fields shall be \$ \_\_\_\_\_, and shall be based upon the Construction and Scope of Work set forth in Exhibit A of this Agreement, as amended.”

Other provisions of Section 6 of the Lease-Leaseback Agreement shall remain as modified by the Thirteenth Amendment.

2. Exhibit A of the Lease-Leaseback Agreement for the Phase IV – Chet F. Harritt Ball Fields shall be deleted and replaced with the revised Scope of Work for Phase IV – Chet F. Harritt Ball Fields, set forth as “Exhibit A” hereto.

3. The provisions of the Site Lease and Lease-Leaseback Agreement, as previously amended, shall remain in full force and effect for Phase IV – Chet F. Harritt Ball Fields.

4. The Site Lease shall be applicable to Phase IV – Chet F. Harritt Ball Fields and all provisions of the Site Lease shall be applicable to the Chet F. Harritt school site.

5. Exhibit A of the Sublease Agreement for Phase IV – Chet F. Harritt Ball Fields shall be in the form attached hereto as “Exhibit B.” All other provisions of the Sublease Agreement shall remain in full force and effect for Phase IV of the Project, including the timelines for completion and payment, except that those provisions shall only be applicable to the Scope of Work listed in Exhibit A to the Lease-Leaseback Agreement Phase IV – Chet F. Harritt Ball Fields, as amended, and to the Chet F. Harritt School site in the Site Lease as of the date of this Amendment No. 1 to Thirteenth Amendment.

6. The provisions of the Site Lease and Lease-Leaseback Agreement, as amended, shall remain in full force and effect for Phase IV – Chet F. Harritt Ball Fields even though the originals of those documents refer only to the “Phase I” construction of twenty classrooms at Cajon Park School. All prior amendments and this Amendment No. 1 to Thirteenth Amendment - Phase IV – Chet F. Harritt Ball Fields shall be part of the validated Lease-Leaseback Documents, and changes in prior amendments not specifically applicable to a particular phase of the Project shall be applicable to all phases and amendments. Each Amendment shall stand alone from each other for the specific phase of work contemplated by each; and each may be subject to further amendments as required.

*IN WITNESS WHEREOF*, the parties have, by their duly authorized representatives, executed this Amendment No. 1 to Thirteenth Amendment (Phase IV – Chet F. Harritt Ball Fields), in duplicate, as of the day and year first above written and agree that this Amendment shall constitute a binding modification to the Construction Services Agreement for Lease-Leaseback.

BUILDER/CORPORATION:

BARNHART BALFOUR BEATTY

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Eric Stenman, President

DISTRICT:

SANTEE SCHOOL DISTRICT

Approved by the Board 1-18-11

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Karl Christensen,  
Assistant Superintendent, Business Services

Exhibit A to Amendment No. 1 to Thirteenth Amendment

**EXHIBIT A-LEASE-LEASEBACK AGREEMENT**

**SCOPE OF WORK**

**AMENDMENT No. 1 TO THIRTEENTH AMENDMENT (PHASE IV)**

**PHASE IV-CHET F. HARRITT BALL FIELDS**

**EXHIBIT B to Amendment No. 1 to Thirteenth Amendment**

**EXHIBIT A – SUBLEASE AGREEMENT, AMENDED**

**SCHEDULE OF SUBLEASE PAYMENTS**

The term of this sublease for Phase IV – Chet F. Harritt Ball Fields portion of the Project shall commence on the date the term of the Site Lease commences for Phase IV – Chet F. Harritt Ball Fields pursuant to section 2 thereof. Sublease payments shall be paid monthly and the total Sublease Payments made shall not exceed the amount of the GMP as defined in Section 6 of the Construction Services Agreement for Phase IV – Chet F. Harritt Ball Fields. Each month Builder shall provide District with an invoice reflecting the percentage of work performed and itemized on a Site by Site basis, or in the case of Phase IV – Chet F. Harritt Ball Fields for the Chet F. Harritt Site, and signed off on by the District’s DSA Inspector, Project Architect, and other designated employee. The Sublease Payments and Construction Progress Payments pursuant to section 18 of the Construction Services Agreement for Lease-Leaseback shall be commensurate with the amount of work performed, invoiced and signed off by the DSA Inspector to date, but in no event less than one thousand dollars per month (\$1,000/month) for a period of ( ) months, commencing on the date of issuance of the Notice to Proceed for Phase IV – Chet F. Harritt Ball Fields, unless the District exercises its purchase option pursuant to section 25 of the Sublease Agreement. The minimum sublease payments shall be offset against invoiced payments so that the total Sublease Payments do not exceed the GMP.

Notwithstanding the foregoing, the term of this Sublease may be extended and payment options may be modified by written agreement of the parties hereto.

Discussion and/or Action Item F.2.3.  
 Prepared by Karl Christensen  
 January 18, 2011

Payment of Final Invoice to Chevron Energy  
 Solutions for July 31, 2007 Energy Services  
 Agreement

**BACKGROUND:**

On July 31, 2007, the Board approved an Energy Services Agreement (“Agreement”) with Chevron Energy Solutions to conduct an energy audit that would include analysis of utility usage and demand; inspection and survey of lighting, HVAC, and major energy-using equipment; and development of recommendations for energy conservation measures to include lighting upgrades, new HVAC equipment and controls, and implementation of photovoltaic systems. Over the course of many months, Chevron also attended construction meetings with the District’s Lease/Leaseback contractor to recommend design changes and vendor selections that would incorporate energy conservation measures.

The Agreement called for the development and submission of a final Energy Services Proposal after which the District would have 60 days to enter into another Energy Services Agreement for implementation of the recommendations or pay \$210,000. In early 2008, the District began pursuing alternative methods for incorporating energy conservation measures into Capital Improvement Program designs and constructively terminated Chevron’s services via e-mail on June 16, 2008 prior to submission by Chevron of a final Energy Services Proposal. Subsequently, the District received an invoice dated December 9, 2008 from Chevron seeking payment of the full \$210,000 pursuant to the Agreement.

Beginning with a letter to Chevron dated September 25, 2009, Administration has been attempting to obtain an accounting of hours worked by Chevron staff, documentation associated with utility analysis and solar calculations, and anecdotal data from the parties involved at the time Chevron was rendering services in order to substantiate Chevron’s invoice. In September 2010, the District received a revised invoice from Chevron containing an accounting of hours worked by Chevron staff along with other miscellaneous expenses more fully described below:

<u>Staff Member</u>	<u>Function</u>	<u>Cost</u>	<u>Number of Hours</u>	<u>Assumed Hourly Rate</u>	<u>Full-Time Day Equivalent</u>
Larry Baebler	Sales and Coordination	\$14,806	116	\$127.64	14.50
Rebecca Wetstein	Coordination	\$16,371	132	\$124.03	16.50
Jonathon Brown	Engineering and Design	\$35,096	428	\$83.89	53.50
Dan Smith	Engineering and Design Oversight	\$8,135	164	\$49.60	20.50
Other	Sales, Finance, and Engineering Support	\$4,405	Not Provided		
	<b>Total Labor</b>	<b>\$78,813</b>	<b>840</b>	<b>*\$89.54</b>	<b>105.00</b>
	Travel/Copying	\$11,004			
	15% Overhead	\$13,472			
	10% Profit	\$10,329			
	<b>Total Invoice</b>	<b>\$113,618</b>			

\*Weighted Average Hourly Rate

The District then requested a listing of tasks performed by the Engineering staff and copies of documents that would have been developed by them to substantiate the number of hours allegedly worked as reported in the revised invoice. Chevron provided the following:

### **Documentation**

- Lighting Audit Summary Listing by location within each school
- Detailed scope analysis for installation of various Energy Conservation Measures including:
  - High Efficiency Lighting Upgrade
  - Mechanical Equipment Installation
  - Honeywell Energy Management System
- Detailed Proposal for Honeywell Energy Management System
- Site Layout drawings for installation of solar at District schools
- 7 Applications completed and submitted by Chevron on behalf of the District for California Solar Initiative Incentives including photovoltaic and energy use calculations

### **Engineering Task List**

***At the District request, Chevron has developed the following list of tasks which consumed the hours listed on our Invoice # W30168-1208 for Jonathan Brown and Dan Smith.***

1. Completed District lighting retrofit audits including subcontractor walks, identifying retrofit opportunities and development of recommendations for energy savings.
2. Development of a RFQ for District selection of an Energy Management Services provider, recommended service providers, attended presentations and helped District select vendor for installation.
3. Conducted mechanical audits of all HVAC/controls/boilers and support/distribution equipment. Scheduled equipment vendors and installers for job walks of school sites, reviewed bids and selected best qualified provider.
4. Equipment specifications were created, sizing and site locations plans developed for the installation of our recommended equipment and solar installations.
5. Installation requirements were developed for all recommend equipment and solar sites as District directed and or changed.
6. Completed utility bill analysis for all electric and gas accounts and evaluated all equipment and solar installations based on this analysis.
7. Presented solar installation recommendations on District sites and worked with District staff to approve installation recommendations and revised as the District scope changed.
8. Completed all engineering analysis to submit SDG&E solar and energy efficiency incentive applications for the District.

9. Worked with SDG&E and the District to resolve all questions and successfully obtain incentives for solar sites at all District approved locations. This included provided drawings, preliminary engineering and utility coordination plans for the solar sites approved by the District.
10. Multiple subcontractor bid packages were developed, RFP's provided to subcontractors and evaluation and selection of best provider completed by Chevron Engineering team.
11. Jonathan Brown and Dan Smith attended multiple meetings with the Santee USD construction team which included meetings at the District office, architect office and Barnhart locations.
12. Chevron engineering team spent many hours working with Barnhart to coordinate our construction activities. District changed construction schedules, scope of work and site locations many times during our work with the construction team.
13. Engineering team conducted several internal project risk reviews to ensure scope was complete, vendor selection met Chevron's requirements and pricing was fully negotiated with selected subs.
14. Several engineering constructability reviews were completed as the District continued to change project scope, locations and modernization construction schedules.
15. Equipment recommended by our subcontractors was evaluated by our engineering and procurement staff.
16. Multiple subcontractor contracts were developed by Chevron engineering staff throughout our work with the District construction team.
17. Several detailed construction safety plans were developed as District changes project scope, locations and construction time lines.
18. Numerous energy calculations and analysis were completed by our engineering staff and documents were developed for planning and providing recommendations to the District for paid from saving performance contracting project and cost effective solar installations for the District.
19. Engineering staff developed of the scope of work for our Energy Services Agreement.
20. Many hours were spent working in a collaborative effort with the District and its construction team developing many project scopes of work which were directed by the District.
21. Engineering team spent many hours obtaining District documents need to review current equipment installation at all District site locations.
22. Our engineering team prioritized many solar site assessments and selected best sites for the District solar installations and equipment configurations.
23. Engineering ran many photovoltaic production models to select best solar sites.
24. Engineering ran financial risk reviews on all subcontractors.
25. Our internal engineering team investigated all SDG&E point of interconnections and requirements needed for optimal interconnection of solar sites approved by the District.
26. We reviewed and selected the best project measurement and evaluation requirements for several Districts provided Scopes of Work as the District project developed.



Chevron has agreed to reduce the submitted Profit & Overhead from 25% to 15% and corrected the calculation of hours to produce a final invoice totaling \$101,091. Administration recommends payment of this amount to Chevron Energy Solutions to satisfy the requirements of the Agreement and bring closure to the issue. Chevron will sign an unconditional release of any further financial liability for work associated with the Agreement upon receipt of the above amount.

**RECOMMENDATION:**

It is recommended that the Board of Education approve final payment of \$101,091 to Chevron Energy Solutions for services rendered under the Agreement.

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 \$101,091 from Capital Improvement Program Funds.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item F.2.3.
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**BACKGROUND:**

On November 5, 2008, the District entered into an Agreement with Trittipio Architecture & Planning (“TAP”) to provide Architectural Services for the District’s Capital Improvement Program (“CIP”). Over the last several months, the District has become aware that various Consultants working for TAP on CIP projects have delinquent amounts owed to them by TAP for work for which TAP has already been paid by the District. Moreover, several key TAP staff members stipulated in Article 3.2 of the Agreement have terminated employment with TAP and no formal written notice was given, nor procurement of District written approval sought, for personnel changes as required by Article 3.2 and 3.3.4 of the Agreement.

The latter issue has been resolved by TAP to the satisfaction of the District. The former issue is to be resolved by execution of this Amendment which requires TAP to submit its invoices accompanied by signed releases from each of its Consultants certifying that there are no amounts owed to them over thirty (30) days old. This will ensure that delays are not occurring on CIP projects as a result of Consultants not being paid.

**RECOMMENDATION:**

It is recommended that the Board of Education approve Amendment No. 1 to the Architectural Services Agreement with Trittipio Architecture & Planning.

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:**

There is no additional fiscal impact.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item F.2.4.
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## AMENDMENT NO. 1 TO THE NOVEMBER 5, 2008 AGREEMENT FOR ARCHITECTURAL SERVICES

This Amendment No. 1 to the Agreement for Architectural Services dated November 5, 2008 ("Original Agreement") is made and entered into this 18th day of January, 2011, by and between the Santee School District ("DISTRICT") and Trittipoint Architecture & Planning ("ARCHITECT"), collectively referred to as the PARTIES, as follows:

WHEREAS, on November 5, 2008, the PARTIES entered into the Original Agreement to provide architectural services for the DISTRICT's Capital Improvement Program ("DISTRICT PROJECTS"); and

WHEREAS, the PARTIES desire to amend the Original Agreement to incorporate provisions regarding payments by the ARCHITECT to Consultants procured by ARCHITECT to perform work related to DISTRICT PROJECTS as described in Section 3.3.1 of the Agreement ("CONSULTANTS");

WHEREAS, for purposes of more fully defining the term Consultants as used in this Amendment, CONSULTANTS shall include the following trades or areas of expertise:

- Structural
- Electrical
- Mechanical
- Civil
- Plumbing
- Landscaping

NOW, THEREFORE, DISTRICT AND ARCHITECT HEREBY AGREE AS FOLLOWS:

1. The third sentence of Section 3.11.4 **Payment To Architect** of the Original Agreement shall be deleted and replaced with the following sentence:

"In order to receive payment, Architect shall present to District an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, the amount to be paid, and accompanied by signed release forms from each Consultant certifying that there are no outstanding amounts owed by Architect to the Consultant more than thirty (30) calendar days old."

2. The first sentence of Section 3.11.5 **Withholding Payment to Architect** of the Original Agreement shall be deleted and replaced with the following sentence:

“The District may dispute payment, in whole or in part, to the extent reasonably necessary for failure of Architect to provide signed release forms from each Consultant as described in Section 3.11.4 as revised by Amendment No. 1 or to protect the District from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the intentional or negligent acts, errors or omissions protected under the indemnification provisions of this Agreement.”

*IN WITNESS WHEREOF*, the PARTIES have, by their duly authorized representatives, executed this Amendment No. 1 to the Original Agreement, in duplicate, as of the day and year first above written and agree that this Amendment shall constitute a binding modification to the Original Agreement.

**ARCHITECT:**

**TRITTIPO ARCHITECTURE AND PLANNING**

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

**DISTRICT:**

**SANTEE SCHOOL DISTRICT**

**Approved by the Board of Education  
On \_\_\_\_\_.**

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Karl Christensen,  
Assistant Superintendent, Business Services

Discussion and/or Action Item F.2.5. Approval of Increase of Change Order Contracting Authority

Prepared by Karl Christensen  
January 18, 2011

**BACKGROUND:**

On March 4, 2008, the Board approved levels for authorizing change orders associated with Capital Improvement Program projects by adoption of Resolution #0708-20 and approval of limits. At that time the following limits were established:

<b><u>Staff Member</u></b>	<b><u>Original Approval Limit</u></b>
Director, Facilities	\$25,000
Assistant Superintendent Business Services	\$50,000
Superintendent	\$75,000

All changes to construction contracts are to be submitted to the Board for ratification and no change or contract is final until Board ratification.

Change orders are the result of interpretation of plans and specifications, code required changes, scope alterations, and unforeseen site or building conditions and can sometimes impact schedules and sequencing of trades. To expedite work contemplated for Phase II of the Capital Improvement Program and reduce delays, Administration recommends an increase to change order authority as follows:

<b><u>Staff Member</u></b>	<b><u>Proposed Approval Limit</u></b>
Director, Facilities	\$40,000
Assistant Superintendent Business Services	\$65,000
Superintendent	\$90,000

**RECOMMENDATION:**

It is recommended that the Board of Education approve an increase to the delegation of authority for approving change orders by authorizing the Director of Facilities to implement changes costing \$40,000 or less; the Assistant Superintendent, Business Services to implement changes costing up to \$65,000, and the Superintendent to implement changes costing up to \$90,000. Change orders above \$90,000 would be brought to the Board for approval prior to work commencing. ***All changes to construction contracts shall be submitted to the Board of Education for ratification and no change or contract shall be final until Board ratification.***

This recommendation supports the following District goals:

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

**FISCAL IMPACT:**

A cost savings will be realized by minimizing delays to construction. The budget for the Capital Improvement Program is \$129.7 million for nine (9) schools and Phase II work to be initiated starting February 2011 is estimated to be up to \$34.3 million funded from Prop R bond proceeds and State matching funds. The Board of Education will receive a report of changes and authorizations each month for review, comment, and ratification.

**STUDENT ACHIEVEMENT IMPACT:**

This is a fiscal item related to construction projects. Strong, positive relationships exist between overall building conditions, a positive learning environment, and student achievement.

Motion:		Second:		Vote:		Agenda Item F.2.5.
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Discussion and/or Action Item F.3.1. Approval of School Break Fee Restructure for Project SAFE

Prepared by Minnie Malin  
January 18, 2011

**BACKGROUND:**

In March 2010, the Santee School District Board of Education approved a four-year phase-in of fee increases for the Project SAFE summer program. Data from Summer 2010 revealed that many more children attended the field trips, rather than staying back at the site. Our average daily attendance remained the same, approximately 85% of enrolled children. Our percentage of children who attended the program but did not go on the field trip dropped from 12% to 2%.

Data from field trips for Summer 2010 was presented to the Out-of-School Time Parent Advisory Council in December 2010. A proposal based on the data gathered from Summer 2010 and proposed changes to the program for Summer 2011 was approved at our January 3, 2011 meeting.

**Summary of fees from Summer 2010**

Fees collected from parents	\$ 11,831.25
Total cost of Field Trips, etc	\$ 81,147.99
Deficit	<b>\$ 69,136.74</b>
Anticipated Deficit	<b>\$ 35,000.00</b>
Additional Costs for 2010 (Different from 2009)	\$ 22,940.00
Actual Excess Deficit	<b>\$ 11,376.74</b>

We did not want to decrease the quality of our program even though we knew that funds would not cover our plans for the summer. We added a soccer clinic for our 4<sup>th</sup> and 5<sup>th</sup> grade students as an extra activity last summer. We also made sure that we had an activity for each of the last two weeks of summer since we were charging extra for the fees which was not factored that into our original calculations last year. However, we felt it was the right thing to do for our families. The balance of the deficit is due to increased attendance on the field trips.

The most telling data was the increase in enrollment and field trip attendance that we noticed on the weeks that we had field trips with higher admission fees. Our enrollment increased by 8% on the weeks we went to Soak City and Legoland. The field trip attendance increased by 12% on those weeks.

The most prevalent objection to not including the cost of field trips in the fees was the absences of the choice to not have a child attend any given field trip. We learned last summer that our field trips are best spread out over two days at each site. In order to maintain a quality program, we need to reduce the number of children attending a field trip on any given day. An outcome of this decision is that someone is always at the site in case children do not attend the field trip.

**RECOMMENDATION:**

Administration recommends approval of the restructure of Project SAFE fees for school breaks to begin June 27, 2011. This is year two of the four-year phase-in and there will still be a “stay-back” program for children not attending a field trip.

Based on this information, the following fees are proposed for Summer 2011:

	<b>Summer 2010 K-5<sup>th</sup> Grade</b>	<b>Summer 2011 K-5<sup>th</sup> Grade</b>	<b>Summer 2010 6<sup>th</sup>-8<sup>th</sup> Grade</b>	<b>Summer 2011 6<sup>th</sup>-8<sup>th</sup> Grade</b>
<b>First Child</b>	\$88.00	\$91.50	\$91.00	\$97.00
<b>Second Child</b>	\$67.00	\$70.50	\$70.00	\$76.00
<b>Third Child</b>	\$45.00	\$48.50	\$48.00	\$54.00
<b>Additional for Premium Wks</b>		\$5.00		\$5.00

The Premium weeks will only be Soak City (week of 7/25/11) and Legoland (week of 8/8/11).

Fee increases for Summer 2011 will still not cover the full costs of all student field trips. In order to support Santee families, prior year carryover funds will be used to cover the approximate \$30,000 shortfall.

This recommendation supports the following District goal:

- Develop social, emotional, and health service programs to foster student character and personal well-being.

**FISCAL IMPACT:**

The fees charged will ensure this program is self-sufficient and as indicated previously, Project SAFE carryover funds will be utilized to ensure budget sufficiency.

**STUDENT ACHIEVEMENT:**

Out-of-School Time programs held on school campus increase a child’s positive feelings for school. Attending a quality program during school breaks increases the likelihood of success during the school year.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Consent Item F.3.1.



Discussion and/or Action Item F.3.2. Approval to Restore Work Hours for Identified Classified Non-Management Positions

Prepared by Minnie Malin  
January 18, 2011

**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 District expects to receive these funds within 60 days and is planning a \$5.9 million General Obligation Bond issue in April. After payoff of the Bond Anticipation Note, this will leave \$34.3 million to commence Phase II Capital Improvement Program projects.

To provide adequate assistance for the Director, Facilities to continue oversight of the Maintenance & Operations Department and Custodial Service while coordinating and managing multiple Capital Improvement Program projects, reinstatement of hours for the Senior Buyer/Logistics Specialist and Lead Custodian positions are necessary.

**RECOMMENDATION:**

Administration supports the following recommendation effective January 19, 2011:

- Restore the Senior Buyer/Logistics Specialist position from 5.0 hours to 8.0 hours per day.
- Restore the Lead Custodian position from 4.0 hours to 8.0 hours per day.

**FISCAL IMPACT:**

The current annual cost for the Senior Buyer/Logistics Specialist position is \$43,838 and \$27,328 for the Lead Custodian position. The annual cost to restore both positions to eight (8) hours will be \$67,970 for the Senior Buyer/Logistics Specialist position and \$48,120 for the Lead Custodian for a total annual increase of \$44,924.

**STUDENT ACHIEVEMENT IMPACT:**

There is a strong relationship between learning environments and student achievement. This item will help support the modernization/construction at three (3) schools.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item F.3.2.

BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS Item G.

Agenda Item H.

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 Real Property Negotiator**  
*Property: Santee School Site, 10335 Mission Gorge Road, Santee*  
*District Negotiator: Karl Christensen, Assistant Superintendent, Business Services*  
*Negotiating Parties: Haagen Company, LLC and Shea Properties*  
*Under Negotiation: Price and terms of payment*

RECONVENE TO PUBLIC SESSION Item I.

ADJOURNMENT Item J.