



# Santee School District

## SCHOOLS:

Cajon Park  
Carlton Hills  
Carlton Oaks  
Chet F. Harritt STEAM  
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 AGENDA April 17, 2018

### District Mission

*Santee School District assures a quality education, empowering students to achieve academic excellence and to develop life skills needed for success in a diverse and changing society.*

### Page #:

<b>A. OPENING PROCEDURES – 7:00 p.m.</b>	<b>5</b>
1. Call to Order and Welcome	
2. District Mission	
3. Pledge of Allegiance	
4. Approval of Agenda	
<b>B. REPORTS AND PRESENTATIONS</b>	<b>6</b>
1. Superintendent's Report	
1.1. Developer Fees and Collection Report	7
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3. Spotlight: Child Nutrition Services Report	14
<b>C. PUBLIC COMMUNICATION</b>	<b>15</b>
<i>During this time, 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 recorded.</i>	
<b>D. PUBLIC HEARING</b>	<b>16</b>
1. <b>Proposed Increase to Level 1 Developer Fees</b>	<b>17</b>
<b>E. CONSENT ITEMS</b>	<b>18</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>	

### **Superintendent**

<b>1.1. <u>Approval of Minutes</u></b>	<b>19</b>
It is recommended that the Board of Education approve meeting minutes with any necessary modifications.	

BOARD OF EDUCATION · Dustin Burns, Dianne El-Hajj, Ken Fox, Elana Levens-Craig, Barbara Ryan  
DISTRICT SUPERINTENDENT · Kristin Baranski, Ed.D.

9625 Cuyamaca Street · Santee, California 92071-2674 · (619) 258-2300 · www.santeesd.net

**Business Services**

- 2.1. Approval/Ratification of Travel Requests** 35  
It is recommended that the Board of Education ratify the authorization granted to personnel requesting out-of-district travel as listed in the item.
- 2.2. Approval/Ratification of Expenditure Warrants** 37  
It is recommended that the Board of Education approve and ratify the expenditure warrants for the month of March 2018.
- 2.3. Approval/Ratification of Purchase Orders** 39  
It is recommended that the Board of Education approve and ratify purchase orders for the month of March 2018 as presented in the item.
- 2.4. Approval/Ratification of Agreements for Mileage Reimbursement in Lieu of District Transportation** 48  
It is recommended that the Board of Education approve/ratify the Parent/Guardian agreements for mileage reimbursement in lieu of District transportation.
- 2.5. Acceptance of Donations, Grants, and Bequests** 49  
It is recommended that the Board of Education accept donations, grants, and/or bequests listed in the item and authorize letters of appreciation to be sent on behalf of the Board.
- 2.6. Approval/Ratification of Consultants and General Service Providers** 50  
It is recommended that the Board of Education approve/ratify agreements with Consultants and General Service Providers as presented.
- 2.7. Approval/Ratification of Expenditure Transactions Charged to District Issued Purchasing Cards (P-Cards)** 52  
It is recommended that the Board of Education approve/ratify expenditure transactions charged to District P-Cards for the month of February 2018.
- 2.8. Approval of Uniform Complaint Quarterly Report Required by the Williams Settlement** 57  
It is recommended that the Board of Education approve the quarterly report for the period ending March 31, 2018, required by the Williams Settlement.
- 2.9. Adoption of Resolution No. 1718-27 Increasing Level 1 Fees on Development Projects** 58  
It is recommended that the Board of Education adopt Resolution No. 1718-27 increasing the Level 1 Fee for development projects in Santee School District at \$2.35/square foot for residential and \$0.38/square foot for commercial to be effective June 20, 2018, 60 days after adoption.
- 2.10. Approval of Agreement with Santee Sportsplex USA for the Classified Appreciation Luncheon** 62  
It is recommended that the Board of Education approve the Agreement with the Santee Sportsplex USA for the Classified Appreciation Luncheon on May 25, 2018.
- 2.11. Approval of Agreement with YMCA of San Diego County to Provide Transportation Services for their Summer Camp Program** 67  
It is recommended that the Board of Education approve the Agreement with YMCA of San Diego County to provide transportation services for their Summer Camp Program.
- 2.12. Approval of Agreement with City of Santee for Transportation Services** 71  
It is recommended that the Board of Education approve the transportation agreement with the City of Santee to increase fees for District-provided transportation services to the Santee Teen Center.

- 2.13. Approval of Agreement with Bally Go Bragh (BGB) for Surplus Sales** 81  
It is recommended that the Board of Education approve the agreement for surplus asset management disposition services with Bally Go Bragh (BGB).
- 2.14. Approval of Agreement for Student Transportation Services between San Diego County School Districts** 86  
It is recommended that the Board of Education approve the agreement for student transportation services between San Diego County School Districts for joint services to be provided by each district on an as-needed, as-available basis for the term of July 1, 2018 through June 30, 2020.
- 2.15. Authorization to Extend Contract for Purchase of Grocery Snack, Commodity, and Non-Commodity Foods** 94  
It is recommended that the Board of Education grant authorization to extend the contract with Gold Star Foods for grocery/snack, commodity, and non-commodity foods with an option to extend the contract annually for up to one additional year.
- 2.16. Authorization to Extend Contract for Purchase of Milk and Milk By-Products through the North County Educational Purchasing Consortium** 95  
It is recommended the Board grant authorization to extend the contract with Hollandia Dairy for the procurement of Milk and Milk By-Products for the 2018-19 fiscal year.
- 2.17. Award of Bid for the Roofing and HVAC Replacement Project at the Educational Resource Center (ERC)** 96  
It is recommended that the Board of Education award the base bid only for \$305,000.00 to A.O. Reed for the ERC Roofing and HVAC Replacement project.
- 2.18. Adoption of Resolution No. 1718-28 for California Office of Emergency Services Designating Authorized Agents for the Purpose of Applying for Disaster Assistance Funding** 98  
It is recommended that the Board of Education Adopt Resolution No. 1718-28 for California Office of Emergency Services Designating District Agents.
- Human Resource/Pupil Services**
- 3.1. Personnel, Regular** 101  
It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations, and dismissals.
- 3.2. Approval of Agreement with Kontraband Interdiction and Detection Services, Inc. (K.I.D.S.) for the 2018-2019 School Year** 103  
It is recommended that the Board of Education approve the agreement with K.I.D.S. for the 2018-2019 school year.
- 3.3. Approval of Teacher Induction Program Agreement with SIATech for 2017-2018** 107  
It is recommended that the Board of Education approve the teacher induction program agreement with SIATech for 2017-2018.
- 3.4. Approval of Various Short Term Positions** 110  
It is recommended that the Board of Education approve the short term positions.
- 3.5. Approval of District Plan for Serving Expelled Pupils** 112  
It is recommended that the Board of Education approve the District plan for serving expelled pupils.
- 3.6. Adoption of Resolution No. 1718-30 to Eliminate Vacant Classified Non-Management Position** 135  
It is recommended that the Board of Education adopt resolution no. 1718-30 to eliminate a vacant classified non-management position.

**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. **Approval of Monthly Financial Report** 138  
It is recommended that the Board approve the Monthly Financial Report for February 2018.

1.2. **Adoption of Resolution No. 1718-29 for Sale of Former Santee School Site to Second Highest Bidder and Approval of Purchase and Sale Agreement with Haagen Company LLC** 141  
It is recommended that the Board of Education Adopt Resolution No. 1718-29 and Approve the Purchase Agreement and Escrow Instructions with Haagen Company, LLC for Purchase of the Former Santee School Site Property.

**Human Resource/Pupil Services**

2.1. **Approval of Agreement with PeopleAdmin for Online Automation of Employee Evaluation Process** 175  
It is recommended that the Board of Education approve the agreement with PeopleAdmin for online automation of employee evaluation process.

**G. BOARD POLICIES AND BYLAWS** 187

1.1. **First Reading: Revised Board Policy 2121, Superintendent's Contract** 188  
Revised Board Policy 2121, Superintendent's Contract is presented as a first reading, Action, if any, is at the discretion of the Board of Education.

1.2. **First Reading: Revised Board Policy and Administrative Regulation 5022, Student and Family Privacy Rights** 189  
Revised Board Policy and Administrative Regulation 5022, Student and Family Privacy Rights is presented as a first reading, Action, if any, is at the discretion of the Board of Education.

**H. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS** 202

**I. CLOSED SESSION** 202

1. **Conference with Legal Counsel - Anticipated Litigation** (Gov't. Code § 54956.9)  
- Two Cases

2. **Conference with Labor Negotiator** (Gov't. Code § 54956.8)  
Purpose: Negotiations  
Agency Negotiators: Tim Larson, Assistant Superintendent  
Employee Organizations: Santee Teachers Association (STA); and  
Classified School Employees Association (CSEA)

3. **Public Employee Performance Evaluation** (Gov't. Code § 54957)  
Superintendent

**J. RECONVENE TO PUBLIC SESSION** 202

**K. ADJOURNMENT** 202

**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 May 1, 2018 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:

\_\_\_ El-Hajj  
\_\_\_ Fox  
\_\_\_ Burns  
\_\_\_ Ryan  
\_\_\_ Levens-Craig

**ITEM A. OPENING PROCEDURES – 7:00 P.M.**

1. Call to Order and Welcome
2. District Mission  
*Santee School District assures a quality education empowering students to achieve academic excellence and to develop life skills needed for success in a diverse and changing society.*
3. Pledge of Allegiance
4. Approval of Agenda for the April 17, 2018, regular meeting

Agenda Item A.

## **Item B. REPORTS AND PRESENTATIONS**

The following items are presented for Board information:

1. Superintendent's Report
  - 1.1. Developer Fees and Collection Report
  - 1.2. Use of Facilities Report
  - 1.3. Enrollment Report
  - 1.4. Claims Against the District
  - 1.5. Schedule of Upcoming Events
2. 2017-18 Trimester 2 District Assessment Results
3. Spotlight: Child Nutrition Services Report

**DEVELOPER FEES COLLECTION REPORT  
2017-18  
CUMULATIVE THROUGH MARCH 22, 2018**

Residential Rate: \$2.08 per square foot - effective 5/5/14 - 6/19/16; \$2.16 per square foot effective 6/20/16  
 Commercial Rate: \$0.33 per square foot - effective 5/5/14 - 6/19/16; \$0.35 per square foot - effective 6/20/16  
 Self Storage Rate: \$0.14 per square foot - effective 4/20/10-6/19/16; \$0.15 per square foot - effective 6/20/16

COM	RES	ADDRESS	DATE OF COLLECT.	SQUARE FEET	AMOUNT	SCHOOL OF ATTENDANCE
	X	Parcels 384-223-01-00 thru 384-223-14-00	07/10/17	28,278	\$61,080.48	PA
	X	1011 Pepper Drive	07/31/17	565	\$1,220.40	PD
	X	9624 West Hartland Circle	08/10/17	582	\$1,257.12	RS
	X	10695, 10689, 10683, 10682, 10688, 10694 Cobble Ct.	10/04/17	16,168	\$34,922.88	HC
	X	10677, 10671, 10665, 10664, 10670, 10676 Cobble Ct.	10/04/17	15,876	\$34,292.16	HC
	X	10659, 10653, 10647, 10646, 10652, 10658 Cobble Ct.	10/04/17	16,224	\$35,043.84	HC
	X	10707, 10683, 10713 Braverman Drive	10/04/17	7,618	\$16,454.88	HC
	X	10707, 10701, 10700, 10706, 10712 Cobble Ct.	10/04/17	12,970	\$28,015.20	HC
	X	9039 Willowgrove Circle	10/31/17	1,325	\$2,862.00	CH
	X	8604, 8605, 8608, 8609, 8612, 8613 Arlington Way and 8652, 8656, 8660, 8664, 8668 Camden Dr.	11/13/17	22,707	\$49,047.12	CFH
	X	8604, 8605, 8608, 8609, 8612, 8613 Comiskey Way and 8640, 8644, 8648 Camden Dr.	11/13/17	19,102	\$41,260.32	CFH
	X	8612, 8616, 8620, 8624, 8628, 8632, 8636 Camden Dr.	11/13/17	14,571	\$31,473.36	CFH
	X	8604, 8605, 8608, 8609, 8613 Ebbets Way and 8672, 8676, 8680, 8684 Camden Dr.	11/13/17	18,582	\$40,137.12	CFH
	X	1286 Walnut Ln.	12/04/17	2,340	\$5,054.40	PD
	X	10137 Pinewood View	12/05/17	919	\$1,985.04	CP
	X	8501, 8502, 8504, 8505, 8506, 8507, 8508, 8509 Sandstone Place	12/05/17	16,198	\$34,987.68	CO
	X	8830, 8836, 8842, 8848, 8854, 8860 Hightail Dr.	12/05/17	16,024	\$34,611.84	CO
	X	8880 Weston Rd. (Recreation room)	12/05/17	2,146	\$751.10	CO
	X	Adjustments to: 8677, 8683, 8689 Toyopa Ct.	12/05/17	215	\$464.40	CO
	X	8829, 8835, 8841, 8847 Hightail Dr. 8808, 8814, 8818, 8822, 8828, 8832, 8838, 8844, 8850, 8854, 8860, 8866, 8872 Weston Rd.	12/06/17	42,157	\$91,059.12	CO
	X	10021 Ashdale Lane	12/08/17	1,235	\$2,667.60	RS
	X	8750, 8711, 8717, 8723, 8729, 8741, 8747, 8753, 8759, 8765, 8771, 8777, 8783, 8789, 8795, 8801, 8807 Weston	12/08/15	52,641	\$113,704.56	CO
	X	8724 Big Rock Road	12/20/17	692	\$1,494.72	CFH
	X	8637, 8639, 8641, 8643 Fanita Drive	12/21/17	8,040	\$17,336.40	PA
<b>TOTAL PAGE 1</b>					<b>\$681,183.74</b>	

\*Additional square footage (total is over 500 square feet)  
 \*\* Fee Exempt - Senior / Elder Care Facility  
 \*\*\* Fee Exempt - Less than 500 square feet  
 \*\*\*\* Fee Exempt - Religious Facility

**DEVELOPER FEES COLLECTION REPORT  
2017-18  
CUMULATIVE THROUGH MARCH 22, 2018**

Residential Rate: \$2.08 per square foot - effective 5/5/14 - 6/19/16; \$2.16 per square foot effective 6/20/16  
 Commercial Rate: \$0.33 per square foot - effective 5/5/14 - 6/19/16; \$0.35 per square foot - effective 6/20/16  
 Self Storage Rate: \$0.14 per square foot - effective 4/20/10-6/19/16; \$0.15 per square foot - effective 6/20/16

COM	RES	ADDRESS	DATE OF COLLECT.	SQUARE FEET	AMOUNT	SCHOOL OF ATTENDANCE
	X	8842 Olive Lane, Units 1-18	01/08/18	23,364	\$50,466.24	PA
	X	8866, 8867, 8872, 8875, 8878, 8884, 8887, 8890 Hightail Dr.	01/18/18	21,841	\$47,176.66	CO
	X	8504, 8505, 8507, 8508, 8509, 8639, 8641 Goldfield Ln	01/18/18	14,274	\$30,831.84	CO
	X	8850, 8851, 8855, 8856, 8859, 8860, 8861, 8862, 8865, 8866, 8869, 8870, 8873, 8874, 8877, 8878 Trailridge Ave	01/19/18	39,946	\$86,283.36	CO
	X	9448 Knowlton Court	01/29/18	552	\$1,192.32	CH
	X	8813, 8825, 8831, 8837, 8843, 8849, 8855, 8861, 8867, 8873 Weston Rd.	01/30/18	30,167	\$65,160.72	CO
	X	8901, 8905, 8909, 8913, 8917, 8921, 8925 Trailridge Ave.	01/30/18	23,934	\$51,697.44	CO
X		9336 Abraham Way	02/16/18	546	\$191.10	HC
	X	10080 Pebble Beach Drive	02/22/18	734	\$1,585.44	CO
	X	8896, 8897, 8902, 8903, 8908, 8909, 8914, 8915, 8920, 8926 Hightail Dr.	03/08/18	27,204	\$58,760.64	CO
	X	8502, 8508 Olivine Row, 8631, 8633, 8635, 8637 Boulder Vista	03/08/18	11,544	\$24,935.04	CO
<b>TOTAL</b>					<b>\$1,099,464.54</b>	

- \*Additional square footage (total is over 500 square feet)
- \*\*Fee Exempt - Senior / Elder Care Facility
- \*\*\*Fee Exempt - Less than 500 square feet
- \*\*\*\*Fee Exempt - Non-Habitable

**Requests For Use Of Facilities - April 17, 2018**

<b>Group</b>	<b>Location</b>	<b>Date</b>	<b>Days</b>	<b>Time</b>	<b>Attend</b>	<b>Fees Applied</b>
<b>Cajon Park</b>						
Santana National Little League (Board Meeting/Parent Meeting)	Multi-Purpose	2/27/18 & 2/28/18	Tues & Wed	5:30 pm - 8:00 pm	50	
PTA (Founders Day, Choir Performance)	Multi-Purpose	3/15/18	Thursday	5:00 pm - 8:00 pm	100	
PTA (Book Fair)	Engineering Lab	3/22/18	Thursday	5:00 pm - 8:00 pm		
PTA (Family Night, Auction)	Engineering Lab	3/22/18	Thursday	5:00 pm - 8:00 pm		
City of Santee (SanTree Fest Day/Shred Event)	Right of Way	4/28/18	Saturday	9:00 am - 11:00 am	100	
<b>Carlton Hills</b>						
PTA (Bingo Night)	Multi-Purpose	3/21/18	Wednesday	5:00 pm - 9:00 pm	100	
<b>Carlton Oaks</b>						
Urban Corps (E-Waste Event)	Parking Lot/Campus	5/19/18	Saturday	9:00 am - 2:00 pm	50	
<b>Hill Creek</b>						
CYT @ School (Performing Arts Program)	Multi-Purpose	1/22/18 - 5/21/18	Monday	1:45 pm - 3:45 pm	20	
CYT @ School (Performing Arts Program - Showcase)	Multi-Purpose	3/19/18 & 6/4/18	Monday	5:30 pm - 8:00 pm	50	
Educational Resource Center (GLAD Training)	Multi-Purpose	6/4/18 - 6/6/18	Mon - Wed	7:30 am - 3:30 pm	40	

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

Santee School District  
 ENROLLMENT REPORT  
 3/23/2018  
 Month 9 Week 1  
 School Week 31

SCHOOL	REGULAR ED														SPECIAL ED								Total All											
	EAK 5yo	TK	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	03/23/18	03/24/17	# Diff	% Diff	TK	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	03/23/18	03/24/17	# Diff	% Diff	03/23/18	03/16/18	# Diff		
Cajon Park		13	85	110	98	94	110	116	106	93	108	933	928	5	0.5%	6	10	7	7	5	10	9	14	8	76	76	0	0.0%	1009	1009	0			
Carlton Hills	22	23	66	75	72	70	59	48	48	61	66	610	580	30	5.2%	5	3	2	3	5	4	1	6	2	31	29	2	6.9%	641	641	0			
Carlton Oaks			71	79	83	75	70	93	74	128	95	768	763	5	0.7%	6	7	5	4	8	6	11	10	5	62	59	3	5.1%	830	831	-1			
Chet F. Harritt	19	23	82	78	86	74	71	51	50	55	58	647	663	-16	-2.4%	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	647	645	2		
Hill Creek	22	25	98	85	82	77	81	79	64	74	61	758	760	-2	-0.3%	5	4	1	3	2	7	0	0	0	22	18	4	22.2%	780	780	0			
Pepper Drive		20	96	117	107	90	137	112	101	102	88	970	965	5	0.5%	0	0	0	0	0	0	1	5	2	8	9	-1	-11.1%	978	976	2			
Prospect Ave	20	20	69	65	63	62	54	70	51	44	56	574	584	-10	-1.7%	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	574	576	-2		
Rio Seco			90	108	97	110	108	120	119	93	98	943	948	-5	-0.5%	6	6	0	1	5	9	12	6	8	53	54	-1	-1.9%	996	999	-3			
Sycamore Canyon	18	20	84	61	42	43	42	42	43	0	0	375	374	1	0.3%	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	375	373	2		
<b>SUBTOTAL</b>	<b>101</b>	<b>144</b>	<b>721</b>	<b>778</b>	<b>740</b>	<b>695</b>	<b>732</b>	<b>731</b>	<b>656</b>	<b>650</b>	<b>630</b>	<b>6578</b>	<b>6565</b>	<b>13</b>	<b>0.2%</b>	<b>0</b>	<b>28</b>	<b>30</b>	<b>15</b>	<b>18</b>	<b>25</b>	<b>36</b>	<b>34</b>	<b>41</b>	<b>25</b>	<b>252</b>	<b>245</b>	<b>7</b>	<b>2.9%</b>	<b>6830</b>	<b>6,830</b>	<b>0</b>		
Alternative School			1	2	4	2	1	2	4	7	5	28	37	-9	-24.3%																			
Santee Success												6	4	10	11	-1	-9.1%									0	0	0	0.0%	10	10	0		
NPS												0	0	0	0					1	1	2		3		2	9	8	1	12.5%	9	9	0	
<b>SUBTOTAL</b>			<b>1</b>	<b>2</b>	<b>4</b>	<b>2</b>	<b>1</b>	<b>2</b>	<b>4</b>	<b>13</b>	<b>9</b>	<b>38</b>	<b>48</b>	<b>-10</b>	<b>-20.8%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>2</b>	<b>9</b>	<b>8</b>	<b>1</b>	<b>12.5%</b>	<b>47</b>	<b>47</b>	<b>0</b>		
<b>TOTAL</b>	<b>101</b>	<b>144</b>	<b>722</b>	<b>780</b>	<b>744</b>	<b>697</b>	<b>733</b>	<b>733</b>	<b>660</b>	<b>663</b>	<b>639</b>	<b>6616</b>	<b>6,613</b>	<b>-3</b>	<b>0.0%</b>	<b>0</b>	<b>28</b>	<b>30</b>	<b>16</b>	<b>19</b>	<b>27</b>	<b>36</b>	<b>37</b>	<b>41</b>	<b>27</b>	<b>261</b>	<b>253</b>	<b>8</b>	<b>3.2%</b>	<b>6877</b>	<b>6877</b>	<b>0</b>		

Please note: Special Ed. PK & EAK 4 yr olds listed below are not reflected in the total count above because they do not receive ADA.

	PK	EAK 4yo	Total All
Cajon Park	1	0	1010
Carlton Hills	0	3	644
Chet F Harritt	0	6	653
Hill Creek	0	3	783
Prospect Ave	0	4	578
Sycamore Canyon	84	6	445
<b>Total PK/EAK</b>	<b>65</b>	<b>22</b>	

Total Enrollment including PK
6964

## CLAIMS AGAINST THE DISTRICT

The following claims were received by Business Services and were rejected and referred to the District's insurance carrier by the Assistant Superintendent acting as the authorized agent of the Board of Education as reaffirmed by resolution at its April 21, 1992, meeting.

<u>SITE OF OCCURRENCE</u>	<u>DATE OF OCCURRENCE</u>	<u>DESCRIPTION/ACTION</u>
Santee School District	March 2, 2018 and up To six (6) months prior To March 2, 2018	Tort Claim



## Schedule of Upcoming Events

Date	Event
April 17	Student Forum; 6:00 p.m., ERC Board Meeting; 7:00 p.m.
April 21 (Saturday)	Aloha 5k Fun Run & Walk; 8:00 a.m., Town Center Community Park <i>Sponsored by the Santee School District Foundation</i>
May 7	Communication Committee; 3:30 p.m., ERC Character Education and School Climate Committee; 5:00 p.m., at ERC
May 10	District Advisory Committee (DAC) and Special Education Advisory Committee; 6:00 p.m., at ERC
May 11	District English Learner Advisory Committee (DELAC); 9:00 a.m., at ERC
May 14	Wellness Committee; 3:30 p.m., at ERC
May 22	Salute to Excellence; 5:30 p.m. (honoree reception); 6:00 p.m. (program); Carlton Oaks Country Club
May 24	Budget Advisory Committee (BAC); 6:00 p.m., Charles E. Skidmore Administration Center
May 28	Memorial Day Holiday – Schools and Departments Closed
June 5	Board Meeting; 7:00 p.m.
June 6	Safety/Facilities Committee Meeting; 3:30 pm, at Charles E. Skidmore Administration Center
June 13	Last Day of School
June 14	Foundation Golf Classic, Carlton Oaks Country Club
June 19	Board Meeting; 7:00 p.m., at Cajon Park School Multi-purpose Room, 10300 Magnolia Avenue <b>(please note location change)</b>

Report and Presentations Item B.2.  
Prepared by Dr. Stephanie Pierce  
April 17, 2018

2017-18 Trimester 2 District Assessment Results

**BACKGROUND:**

Tonight Dr. Stephanie Pierce, Assistant Superintendent of Educational Services, and Bonner Montler, Director of Assessment and Learning Support, will present District assessment results for Trimester 2. This presentation will include an overview of multiple assessment measures, how these results relate to District LCAP goal 1, and ongoing support for improving student learning.

Agenda Item B.2.

Report Item B.3.  
Prepared by Karl Christensen  
April 17, 2018

## Child Nutrition Services Report

### **BACKGROUND:**

The Child Nutrition Services department provides breakfast and lunch meals, supper, as well as snacks and a la carte items, for students throughout the District. Tonight, the Director Child Nutrition Services will give the Board of Education a summary of operations during the 2017-18 school year.

### **FISCAL IMPACT:**

The Child Nutrition Services program operates with a \$2.6 million annual budget.

Agenda Item B.3.

**Item C. PUBLIC COMMUNICATION**

*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 recorded.*

**Item D. PUBLIC HEARING**

1. Proposed Increase to Level 1 Developer Fees

**BACKGROUND:**

Government Code 65995 regulates the collection of Developer Fees under various circumstances. There are 3 levels of fees, each requiring certain documentation and conditions before the fee can be levied.

- Level 1 fees are the current statutory fees (also referred to as “Stirling Fees”) allowed under Education Code section 17620.
- Level 2 fees are outlined in Government Code section 65995.5, and allow school districts to impose higher fees on residential construction if certain conditions are met. This level of developer fees is subject to a School Facility Needs Analysis (“SFNA”) based on Government Code section 65995.6.
- Level 3 developer fees are outlined in Government Code section 65995.7, and may be implemented by a district if the State certifies that there is no money available for facilities.

The State Allocation Board (SAB) revises the Level 1 fee every other year. On January 24, 2018, the SAB increased the statutory Level 1 fees for residential and commercial to \$3.79 and \$0.61 respectively. In order for the District to levy the revised fee, it must prepare a Fee Justification Study, conduct a public hearing, and adopt the new fees. A Fee Justification Study was contained in the SFNA conducted by Capitol Public Finance Group in March 2018 and is sufficient documentation to justify the increase. The District shares the Level 1 fee with Grossmont in a 62% Santee/38% Grossmont sharing arrangement. The District can begin levying the new Level 1 fee 60 days after Board adoption.

Below is a summary of the various fee levels:

<b><u>Fee Type</u></b>	<b><u>Residential Fee (per square foot)</u></b>	<b><u>Commercial Fee (per square foot)</u></b>
Santee share (62%) of previous Level 1 Fee <i>(levied as of June 20, 2016)</i>	\$2.16	\$0.35
New Level 1 Fee	\$3.79	\$0.61
Santee share (62%) of new Level 1 Fee <i>to be levied starting June 20, 2018)</i>	\$2.35	\$0.38*

\*Except Rental Self Storage Facilities which will be charge \$0.07 per square foot

Notice of the proposed fee increase and the public hearing have been published in The Daily Transcript on April 2 and April 9, 2018. The public hearing for the proposed implementation of the developer fee adjustment is scheduled for tonight. After the hearing has been concluded, this item will be presented to the Board of Education for adoption.

Agenda Item D.1.

**Item E. CONSENT ITEMS**

*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.*



Consent Item E.1.1.  
Prepared by Dr. Kristin Baranski  
April 17, 2018

Approval of Minutes

**BACKGROUND:**

Presented for Board approval –

- March 13, 2018, special meeting minutes
- March 20, 2018, 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**

March 13, 2018

**MINUTES**

Rio Seco School  
Multi-Purpose Room  
9545 Cuyamaca Street  
Santee, California

**A. OPENING PROCEDURES**

**1. Call to Order and Welcome**

President El-Hajj called the meeting to order at 7:00 p.m.

Members present:

Dianne El-Hajj, President  
Ken Fox, Vice President  
Dustin Burns, Clerk  
Barbara Ryan, Member  
Elana Levens-Craig, Member

Administration present:

Dr. Kristin Baranski, Superintendent and Secretary to the Board  
Karl Christensen, Assistant Superintendent, Business Services  
Tim Larson, Assistant Superintendent, Human Resources/Pupil Services  
Dr. Stephanie Pierce, Assistant Superintendent, Educational Services  
Lisa Arreola, Executive Assistant and Recording Secretary

**B. PUBLIC COMMUNICATION**

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

**C. LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP) ANNUAL REVIEW**

The annual review of the Local Control Accountability Plan was conducted and stakeholder input was received.

**D. ADJOURNMENT**

With no further business, the March 20, 2018, special meeting was adjourned at 7:30 pm.

---

Dustin Burns, Clerk

---

Kristin Baranski, Secretary

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

March 20, 2018  
**MINUTES**

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

– and –

Via Teleconference:  
5001 Ashley Avenue  
Pearl City, HI 96782

**A. OPENING PROCEDURES**

**1. Call to Order and Welcome**

President El-Hajj called the meeting to order at 7:00 p.m.

Members present:

Dianne El-Hajj, President  
Ken Fox, Vice President  
Dustin Burns, Clerk  
Barbara Ryan, Member  
Elana Levens-Craig, Member (via teleconference)

Administration present:

Dr. Kristin Baranski, Superintendent and Secretary to the Board  
Karl Christensen, Assistant Superintendent, Business Services  
Tim Larson, Assistant Superintendent, Human Resources/Pupil Services  
Dr. Stephanie Pierce, Assistant Superintendent, Educational Services  
Lisa Arreola, Executive Assistant and Recording Secretary

President El-Hajj announced Member Levens-Craig was joining the meeting via phone conference from Hawaii.

**2. District Mission**

President El-Hajj invited the audience to recite the District Mission.

**3. Pledge of Allegiance**

President El-Hajj invited eighth-grade students Trinity Miller and Danna Diaz; and seventh-grade student, Isabella Lee, from Rio Seco School, to lead the members, staff, and audience in the Pledge of Allegiance.

**4. Approval of Agenda**

President El-Hajj announced tonight's meeting would be adjourned in memory of Mrs. Kasey Rutherford, whom passed away the prior week. She shared Kasey joined Santee School District in August 2010 as a special day class teacher at Cajon Park School. Prior to her work in Santee SD, she worked in San Diego Unified. Aside from her passion and commitment to the special needs children she served, Kasey was a loving mother to two beautiful children and a friend and colleague to many. She will be remembered for her contagious smile and her compassion for children. Kasey was loved by many and will be deeply missed. The Board of Education extended their deepest sympathy to the family of Mrs. Kasey Rutherford.

Member Fox moved approval.

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

*El-Hajj* Aye      *Levens-Craig* Aye  
*Fox* Aye        *Ryan* Aye  
*Burns* Aye

## B. REPORTS AND PRESENTATIONS

### 1. Superintendent's Report

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

### 2. Spotlight on Education: Rio Seco School

Superintendent Baranski welcomed the Rio Seco Administrative team to spotlight the great things happening at their site. Principal Debra Simpson expressed her gratitude for being allowed to present and introduced her administrative team, Vice Principal Erica Edmonston, and Dean of Students Chasity Forster; acknowledge the staff members that were in the audience; and presented the Board and Executive Council with some baked treats from their culinary arts elective class. Principal Simpson mentioned this year's presentation theme was "inspiration."

Vice Principal Edmonston discussed the variety of things (celebrations, field trips, presentation, reading with buddies, STEM activities, culinary arts, clubs, etc.) that inspire the Rio Seco Roadrunners and mentioned these all create opportunities, challenges, and connections for the students. She explained that since their last spotlight, Rio Seco has focused on professional learning topics such as social emotional resilience; team time for new adoptions; positive school climate; and visible learning and thinking routines. Principal Simpson explained the big focus at Rio Seco has been on developing self-reflective learners. She mentioned having and sharing challenging goals/learning targets with students is a major condition of successful learning to build a sense of commitment and engagement. Principal Simpson explained each of the bubbles on the slide represented an aspect of being self-reflective; and shared videos of students providing their perspective on problem solving.



Dean of Students Forster explained the Know the Learning Target and Criteria for Success bubble is something students see or hear for the lesson students are exploring. She shared a video of students discussing the importance of learning targets. Dean of Students Forster shared self-reflective learners have confidence and perseverance to take on challenging tasks and know learning is hard work. She mentioned students and teachers refer to Growth Mindset in a variety of curricular areas. A video was shared on a student's growth mindset perspective. Dean of Students Forster shared self-reflective learners estimate knowledge, skills, and understandings to create a path for learning. She explained students are seen discovering what they already know and plotting their path to next steps.

Principal Simpson shared Rio Seco's data and test scores show their dedication to self-reflective learning. The staff at Rio Seco thrives on analyzing data to chart their course to success. Scores on the CAASPP continue to hover above state and district averages.

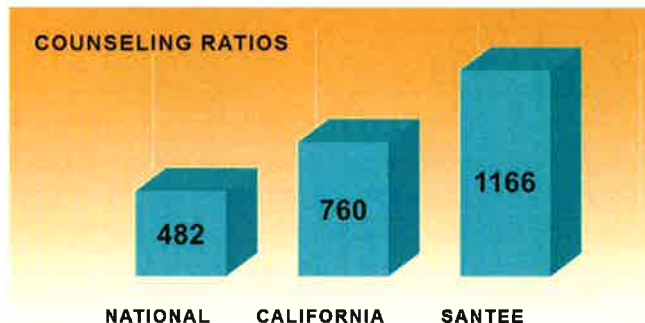
She shared the areas of focus for the school are concepts and procedures in math; and comprehension in reading. Principal Simpson shared self-reflective learners also collaborate, monitor and assess goal progress. She explained very young students are seen collaborating on assignments and faculty monitoring student progress on goals and noting next steps in the Rtl process. Self-reflective learners also seek feedback from a variety of sources. Principal Simpson shared pictures of first graders giving each other ideas for graphing objects and junior high students presenting data as they receive feedback from their teams. Self-reflective learners reflect on and accurately report on performance to plan for next steps. She explained many of the students maintain a "Self and Match" chart where they self-reflect at different points of their day and then compare their thoughts to their teacher's assessment. Grade level teams create SMART goals to plan for next steps of instruction based on collected data. Principal Simpson mentioned reflecting on performance is also a big part of their junior high; and shared a video of their ASB president reflecting on performance. She explained exploring new opportunities, challenges, and connections is how Rio Seco is inspired; and shared a video of staff discussing their inspirations.

The Board expressed their gratitude towards Rio Seco for their inspiring presentation.

3. **Spotlight: Pupil Services/Counseling Presentation**

Superintendent Baranski welcomed Meredith Riffel, Community Collaborative Director, and John Schweller, Pupil Services Coordinator, to highlight Pupil Services and counseling. She acknowledged the presence of the counselors in the audience.

Mr. Schweller mentioned they were representing Pupil Services but their presentation was focused on counseling services; and he introduced the Pupil Services, Social Work and Counselor team. He shared a comparison of National and State counseling ratios in comparison to Santee School District.



Mr. Schweller shared the counseling department's mission is to empower all students to reach their fullest potential by providing a comprehensive school counseling program that facilitates their academic, career, social and emotional development. He explained attendance/academic; teacher/administration input; dashboard for subgroups; online discipline referrals; CHKS/school climate; and national research were forms of data used to guide the counseling program. Mr. Schweller shared that as of January 2018, more than 4,950 students had been impacted by a school counselor/social worker in Tier 1. He explained Tier 2 and Tier 3 consisted of more individualized and specialized services (groups, ongoing individual support, self-harm/suicide, club live, and outside referrals). He shared that 80-100% of the District students had received Tier 1 services; compared to 20-25% of students receiving Tier 2, and 1-5% received Tier 3 services.

Ms. Riffel shared community resources are a supplement to the counselors services. She explained the counseling services were divided into areas of focus.

- Social & emotional (classroom lesson with curriculum: Second Step, Owing Up, Sanford Harmony, etc.; small groups learning new skills; and individual support for students in Tier 3)
- Trauma/Adverse Childhood Experiences (staff training to recognize and address trauma; self-regulation lessons; and calm/cool/chill out kits)

- Attendance (counselors assist admin team in determining what is the underlying cause of chronic absences; home visits, academic skills, social support impact attendance)
- Social climate components trauma self-regulation; attendance; and school climate).



Ms. Riffel shared special populations consist of 300+ students; 100 foster youth; and 870 Military connected students.

Ms. Riffel mentioned the counselors are making a name for the District. She shared they presented at the San Diego County Counseling Conference; and will be presenting at the American School Counseling Conference in Los Angeles (where only 9% of applicants were accepted). Ms. Riffel mentioned Ed Gigliotti is currently presenting at the Evidence Based Counseling Conference in New York; and a proposal has been submitted to present at the International Conference on Community Psychology in Chile.

Ms. Riffel provided a snapshot of the District connections for Pupil Services. They include participation in the District Character Education and School Climate Committee; District Wellness Committee; Santee Collaborative; Community Oriented Policing Committee; District Attendance Review Team (DART); East County Student Attendance Review Board and County (SARB); County Child Abuse Coordinating Council; Pupil Services Administrators SDCOE; and Live Well.

Ms. Riffel expressed appreciation to the Board for their support of the counseling services. Member Burns shared the Board and community is extremely proud of all the services being provided to the students by administration, certificated and classified employees; and mentioned the counseling services are a valuable piece, and he hopes the District continues to make the services a priority. He mentioned the counselors' participation in the Character Education and School Climate committee is a great component of the committee. Member Burns shared the willingness to provide some support towards the international conference, if the proposal is accepted, and the services directly affect the students of Santee. He expressed his gratitude towards the counseling and Pupil Services staff for providing the extra support to the students of Santee.

### C. PUBLIC COMMUNICATION

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

### D. CONSENT ITEMS

President El-Hajj 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. Acceptance of Donations, Grants, and Bequests
- 2.6. Approval of Consultants and General Service Providers
- 2.7. Approval/Ratification of Agreement for Mileage Reimbursement in Lieu of District Transportation
- 2.8. Authorization to Sell/Dispose of Surplus Items
- 3.1. Approval of Contract for Guided Language Acquisition Design (GLAD) Training
- 3.2. Approval of Nonpublic Agency Master Contract with SPOT Kids Therapy for Occupational Therapy
- 4.1. Personnel, Regular
- 4.2. Approval to Increase Work Hours for Classified Non-Management Positions
- 4.3. Adoption of Resolution No. 1718-25, Declaring May 9, 2018 as Santee School District's Day of the Teacher
- 4.4. Adoption of Resolution No. 1718-26, Declaring May 20 - 26, 2018 as Classified School Employees Week

Member Burns moved approval.

<i>Motion:</i>	<u>Burns</u>	<i>El-Hajj</i>	<u>Aye</u>	<i>Levens-Craig</i>	<u>Aye</u>
<i>Second</i>	<u>Fox</u>	<i>Fox</i>	<u>Aye</u>	<i>Ryan</i>	<u>Aye</u>
<i>Vote:</i>	<u>5-0</u>	<i>Burns</i>	<u>Aye</u>		

**E. DISCUSSION AND/OR ACTION ITEMS**

**Business Services**

**1.1. Agreement with DS&C for Financial and Election Advisory Services for Bond Reauthorization and Discussion of Next Steps**

Karl Christensen explained that over the last several months, the District has been working towards the possibility of putting a bond reauthorization measure on the November 2018 ballot to provide \$15.4 million in funding for remaining Capital Improvement Program projects. He shared the next step in that process is to contract with DS&C (Dale Scott & Company) to provide financial and election advisory services to the District. Mr. Christensen explained that the contract being presented for their consideration included survey research services at a cost of \$9,500, pre-election services at a cost of \$10,000, and bond issuance services at a cost of \$85,000 per series of bonds issued. He mentioned that in addition to these services, there were several other required and discretionary expenditures to consider including contracting with an information consultant, dissemination of information materials to voters, campaign advocacy efforts, and required election costs paid to the County of San Diego. Mr. Christensen explained that if all required and discretionary expenditures were incurred, the current cost estimate for placing the bond reauthorization on the ballot is approximately \$50,000, with \$10,000 of that amount contingent on passage. He summarized the costs as follows:

- \$9,500 for a voter survey
- \$10,000 for financial and election advisory services
- \$8,000 for an information consultant (estimated)
- \$15,000 for County Election costs, and
- \$7,500 for information dissemination

Mr. Christensen explained that he received an email response from the Registrar of Voters stating that the estimated cost for placing our measure on the ballot ranges from \$9,000 to \$34,000; making it possible that total costs for the bond reauthorization could range from \$44,000 to \$69,000.

He mentioned that in addition to executing an agreement with DS&C, there are several other decision points that need to be considered for planning next steps. These include:

- Whether to conduct another voter survey
- The list of facility projects to include in presentations and informational material
- The extent, scope, and methods for bond information dissemination
- The structure of bonds to be sold
- The 75 word ballot language, and

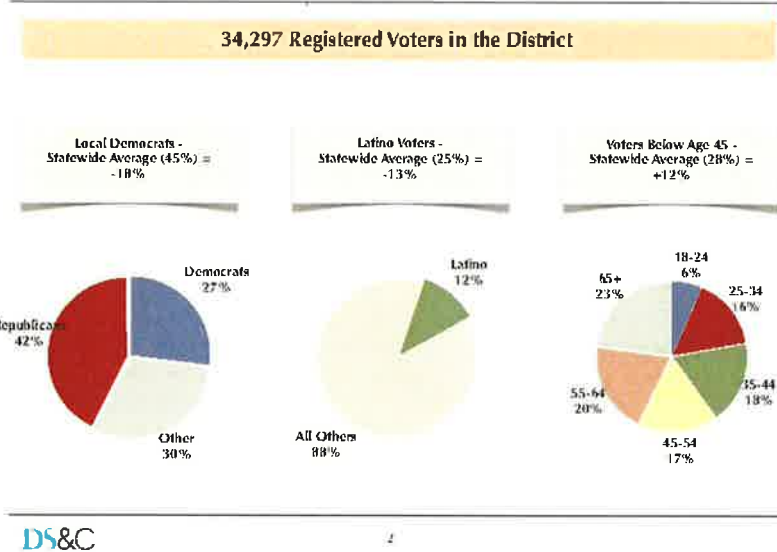


- The timeline

Mr. Christensen shared that Dale Scott was present and would provide a brief presentation for the Board to review some important information; and after that, the Board would consider whether to approve the agreement with DS&C for financial and election advisory services.

Mr. Scott provided a brief recap of information that had been presented in the past. He mentioned there were 34,297 registered voters in the District and that there are three critical factors in school bond elections: 1) Local Democrats; 2) Latino Voters; and 3) Voters Below Age 45. Mr. Scott provided the following comparison with the Statewide average.

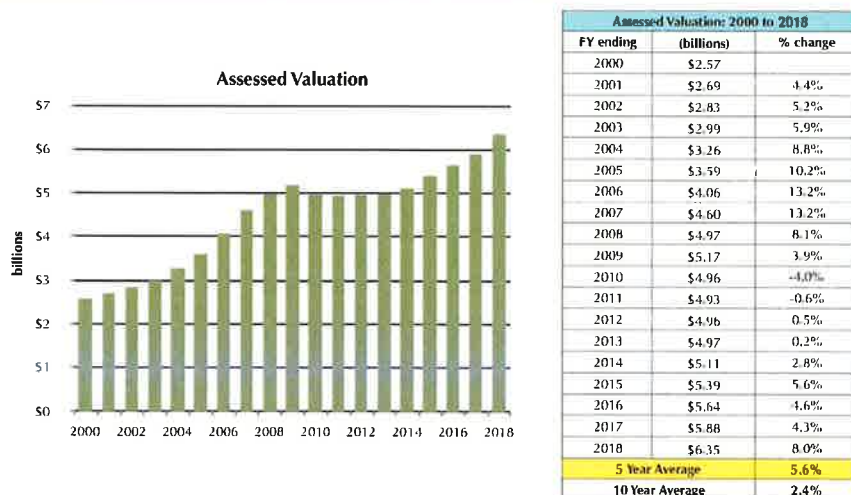
Santee School District: **Debt Management Strategy**



He explained the District's assessed valuation has grown more than 17% over the past three years.

Santee School District: **Debt Management Strategy**

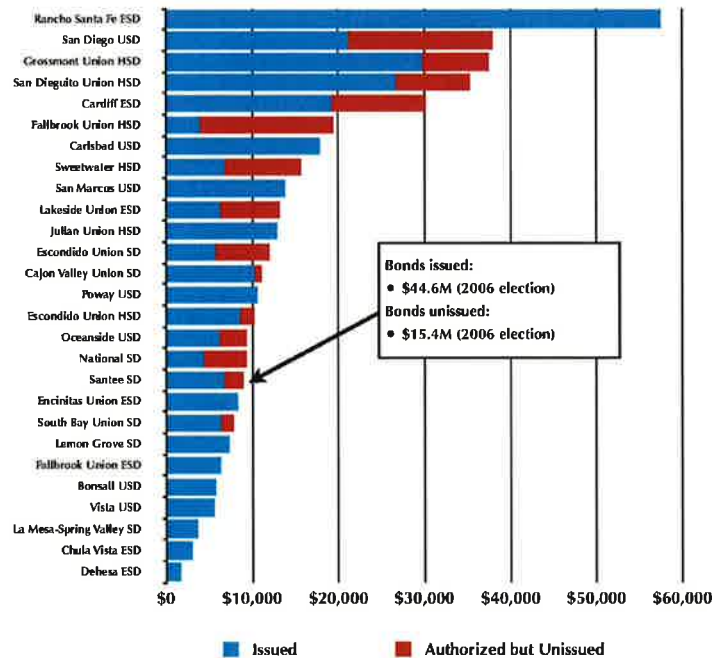
**District AV Has Grown More Than 17% Over the Past Three Years**



Mr. Scott shared a listing of San Diego County schools that have passed a General Obligation bonds from 2001 through 2017. He explained the blue lines showed issued bonds and the red line showed authorized but unissued bonds. Mr. Scott shared this showed an estimate of bond dollars per child; which showed the District low on the graph.

## Santee School District: Debt Management Strategy

San Diego County K-12 Districts GO Bonds (2001 through 2017)/ Current Enrollment\*



\* Source: DS&C Internal data

Mr. Scott shared the District has approximately \$50 million of authorized, but unissued bonds. He clarified the bonds do not have a 'shelf-life.' Mr. Scott explained that if the Board decided not to move forward, or the voters did not approve the reauthorization, the bonds do not expire. He explained that if the reauthorization is passed by voters, the old bonds become decertified and new bonds would take their place. Mr. Scott shared that with the new bonds, a new tax rate is established and the District would be able to issue them. He explained it depends on when the District wants to spend the money. If the District wants to have access to the bonds now, then the taxpayers will have to vote to begin paying upon their issuance.

Santee School District: **Debt Management Strategy**

**GO Reauthorization Bonds® Do Not Increase Total Voter Approved Debt**



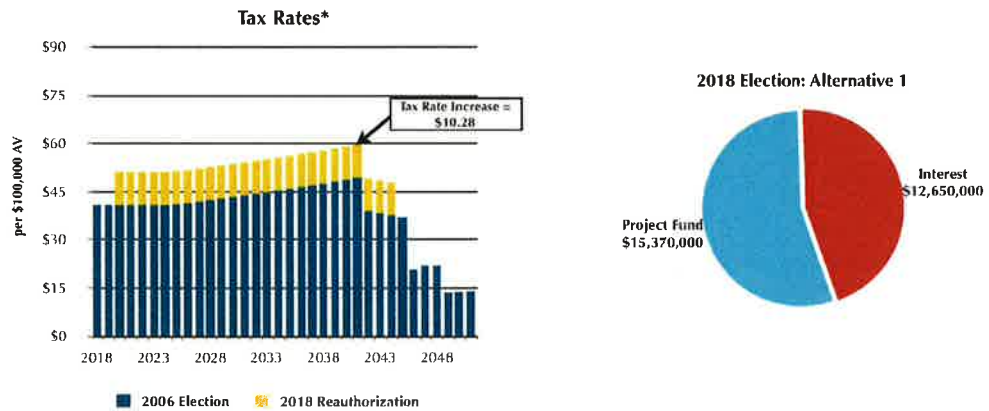
DS&C

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Mr. Scott shared assisting in approximately 20-25 successful bond reauthorizations throughout the State. He explained Alternative 1 would have an approximate tax rate increase of \$10.28 per \$100,000 of assessed valuation. Mr. Scott shared this increases the interest (i.e., 30-year mortgage vs. a 20-year mortgage).

Santee School District: **Debt Management Strategy**

**Alternative 1: Reauthorization of 2006 Election Issued as 25-Year Bond**



\*Assumes 4.5% annual AV growth rate for next three years; 3.5% thereafter. Assumes 4.5% interest rate.

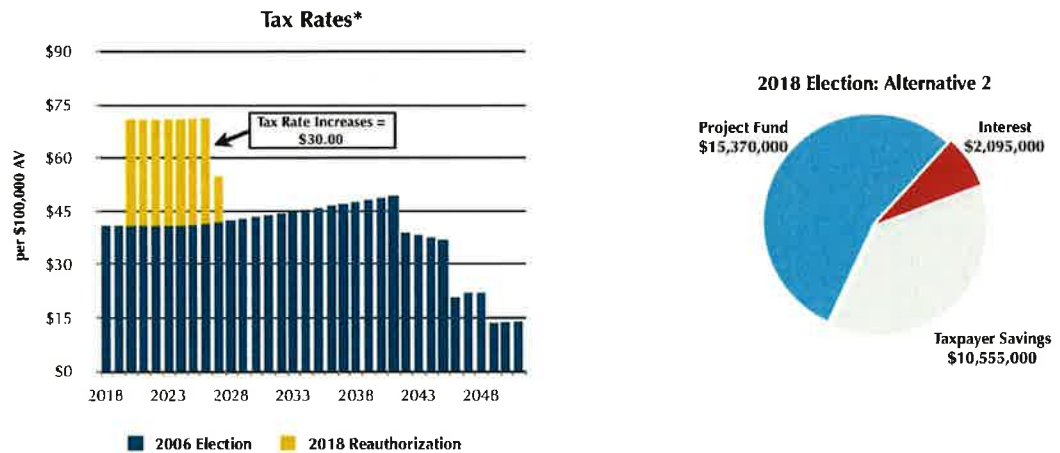
DS&C

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Mr. Scott explained the alternative would be to structure the reauthorized bonds to the maximum allowable tax rate (another \$30) for a new issuance. This would allow the District to repay those bonds over approximately eight (8) years. He explained this would be a higher impact on the taxpayer, but future savings would be approximately over \$10 million in interest.

## Santee School District: Debt Management Strategy

### Alternative 2: Reauthorization of 2006 Election Issued at Maximum \$30 Tax Rate



\*Assumes 4.5% annual AV growth rate for next three years; 3.5% thereafter. Assumes 3% interest rate.

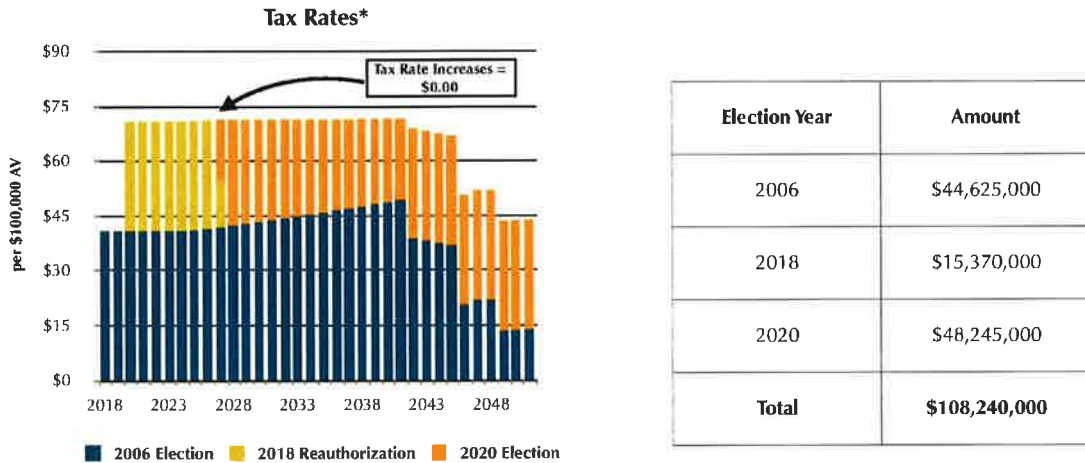


Mr. Scott mentioned some information, on how voters feel, could be obtained by the survey. He explained it could be a complicated concept when the voters are polled; as voters initially do not want additional increases. Mr. Scott shared they would do their best to measure the results. He shared favoring the reauthorization for the District, as there are more than \$15 million in needs.

He explained Alternative 2 would allow the District to return to voters, at a future election, and ask to extend the tax rate. Mr. Scott shared this would provide approximately \$108 million for the District and would place the District in the top third of San Diego County K-12 districts in bond dollars per student.

## Santee School District: Debt Management Strategy

### Alternative 2 Sets Stage for Future Tax Rate Extension

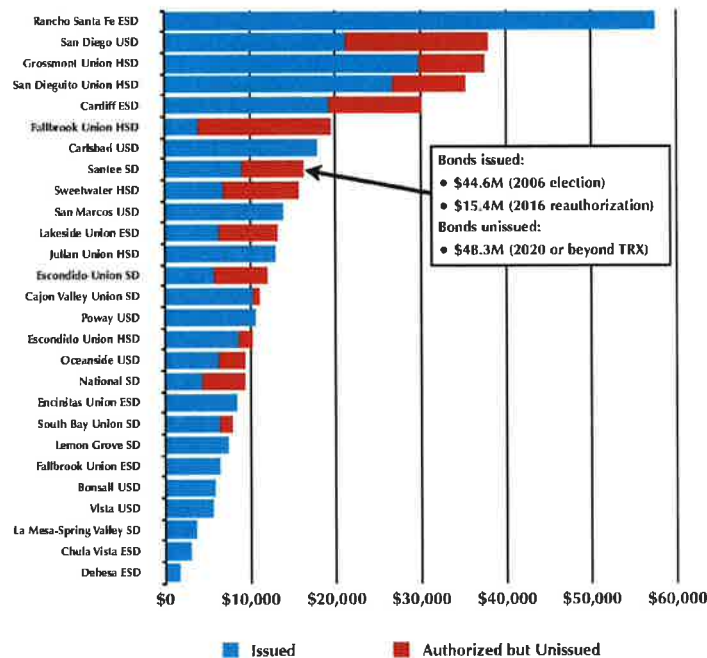


\*Assumes 4.5% annual AV growth rate for next three years; 3.5% thereafter. Assumes 5% interest rate.



## Santee School District: Debt Management Strategy

### San Diego County K-12 Districts GO Bonds (2001 through 2017)/ Current Enrollment\*



\* Source: DS&C Internal data



Mr. Scott shared that a new law, effective January 1, 2018, requires that additional information on the average tax rate, how much will be raised annually, and the number of years, be included on the ballot language. Mr. Scott mentioned that the new law is being scrutinized by many, but he favors the new language requirements. He explained conducting split-sample surveys where half of the voters are read one sample and the other sample to the other half. Mr. Scott mentioned the results proved that more voters were supportive with the new ballot language.

## Santee School District: [Ballot Language](#)

### Changes in Ballot Language Requirements

#### 2016 Ballot Language

To repair, modernize, equip and construct classrooms and educational facilities at Cajon Park, Carlton Hills, Carlton Oaks, Chet Harritt, Hill Creek, Pepper Drive, Rio Seco, Sycamore Canyon, Alternative and Pride Academy Schools, shall \$15.37 million of Santee School District bonds, previously approved by voters in 2006, be reauthorized as new bonds, with no increase in total authorized debt, interest rates below legal limits, independent citizen oversight, and all funds spent locally and not taken by the State?

#### 2018 Ballot Language

To repair and update Santee's elementary schools; modernize, equip and construct classrooms and schools; improve student safety and security, shall \$15.37 million of Santee School District bonds, previously approved by voters in 2006, be reauthorized as new bonds, with no increase in total authorized District debt, legal rates, **an average levy of \$0.03 per \$100 of assessed valuation (\$2.2 million annually) for eight years**, taxpayer oversight, audits, and all funds spent locally and not taken by the State?

He proceeded to discuss the pre-election timeline.

## Santee School District: [Election Timetable](#)

### November 2018 Pre-Election Timetable

Date	Activity
May 1, 2018	Present voter survey results
May 10, 2018	Submit package of documents to SDCTA
May 15, 2018	Adopt Resolution for Bond Reauthorization
May/June 2018	Presentation to SDCTA
Aug 10, 2018	File Resolution and tax rate statement with County Elections Department
Aug 17, 2018	File Argument with County Elections Department
Aug 22, 2018	File rebuttal with County (if needed)
Late August	Prepare do's and don'ts memo and email memo to staff Prepare FAQ
Nov 8, 2018	Election

Member Burns mentioned, for the record, that although he did not support the reauthorization, he would be supporting the contract with Dale Scott & Company; since the majority of the Board was in consensus to move forward with the reauthorization. Upon discussion, Member Ryan moved to approve the agreement with DS&C for the completion of the voter survey.

<i>Motion:</i> <u>Ryan</u>	<i>El-Hajj</i> <u>Aye</u>	<i>Levens-Craig</i> <u>Aye</u>
<i>Second</i> <u>Fox</u>	<i>Fox</i> <u>Aye</u>	<i>Ryan</i> <u>Aye</u>
<i>Vote:</i> <u>5-0</u>	<i>Burns</i> <u>Aye</u>	

**Human Resource/Pupil Services**

**2.1. Ratification of Employer-Employee Collective Bargaining Tentative Agreements Between Santee School District and California School Employees Association and its Chapter #557 (CSEA)**

Tim Larson, Assistant Superintendent of Human Resources/Pupil Services, explained the District, the California School Employees Association, and its Chapter #557, had reached tentative agreements for the 2017-18 school year on Article 11, Layoff, Reemployment, Involuntary Reduction in hours, and the Impacts and Effects of Such Matters; Article 16, Leave Provisions; and Article 17, Compensation. He shared CSEA membership ratified the tentative agreements on March 8, 2018, and were being presented, along with the Disclosure of Collective Bargaining Agreement, for Board ratification. Mr. Larson explained the agreement included a one-percent (1%) salary increase for 2017-18, retroactive to July 1, 2017. Member Ryan moved approval.

<i>Motion:</i> <u>Ryan</u>	<i>El-Hajj</i> <u>Aye</u>	<i>Levens-Craig</i> <u>Aye</u>
<i>Second</i> <u>Burns</u>	<i>Fox</i> <u>Aye</u>	<i>Ryan</i> <u>Aye</u>
<i>Vote:</i> <u>5-0</u>	<i>Burns</i> <u>Aye</u>	

**F. BOARD POLICIES AND BYLAWS**

**1.1. Second Reading: Revised Board Policy/ Administrative Regulation 3513.3, Tobacco-Free Schools**

Revised Board Policy/Administrative Regulation 3513.3, Tobacco-Free Schools was presented for a second reading and approval. Member Burns moved approval.

<i>Motion:</i> <u>Burns</u>	<i>El-Hajj</i> <u>Aye</u>	<i>Levens-Craig</i> <u>Aye</u>
<i>Second</i> <u>Fox</u>	<i>Fox</i> <u>Aye</u>	<i>Ryan</i> <u>Aye</u>
<i>Vote:</i> <u>5-0</u>	<i>Burns</i> <u>Aye</u>	

**1.2. Second Reading: New Board Policy 3513.4, Drug and Alcohol Free Schools**

New Board Policy 3513.4, Drug and Alcohol Free Schools is presented for a second reading and approval. Member Burns moved approval.

<i>Motion:</i> <u>Burns</u>	<i>El-Hajj</i> <u>Aye</u>	<i>Levens-Craig</i> <u>Aye</u>
<i>Second</i> <u>Fox</u>	<i>Fox</i> <u>Aye</u>	<i>Ryan</i> <u>Aye</u>
<i>Vote:</i> <u>5-0</u>	<i>Burns</i> <u>Aye</u>	

**1.3. Second Reading: Revised Administrative Regulation 5125.2, Withholding Grades, Diploma or Transcripts**

Administrative Regulation 5125.2, Withholding Grades, Diploma or Transcripts, was presented for a second reading and approval. Member Burns moved approval.

<i>Motion:</i> <u>Burns</u>	<i>El-Hajj</i> <u>Aye</u>	<i>Levens-Craig</i> <u>Aye</u>
<i>Second</i> <u>Fox</u>	<i>Fox</i> <u>Aye</u>	<i>Ryan</i> <u>Aye</u>
<i>Vote:</i> <u>5-0</u>	<i>Burns</i> <u>Aye</u>	



## G. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS

Member Levens-Craig expressed her appreciation for being allowed to participate via teleconference.

Superintendent Baranski expressed her gratitude for the Board, community, and employees for attending and participating in the annual LCAP review; and to the various committees involved in providing stakeholder feedback. She shared next steps include compiling the data.

Superintendent Baranski shared attending the Masters in Governance – Modules 3 & 4 with President El-Hajj; and mentioned there were several ideas they gathered. President El-Hajj shared there were several ideas that could be beneficial during the strategic planning process.

Superintendent Baranski shared the student forum was on April 17 and presented possible topics of discussion: 1) What questions/comments do you have for the Board? 2) 21st century learning environments; 3) How prepared are you for high school? and Why do you feel that way? It was the Board's preference to begin with question number 3; and time permitting, discuss the other questions.

President El-Hajj mentioned receiving an email from a community member regarding the proposed San Diego Gas & Electric Natural Gas Pipeline. She shared making them aware the Board had responded to the Public Utilities Commission opposing the project.

Superintendent Baranski asked the Board if they desired to sign the promotion certificates. Upon discussion, the Board decided to sign the certificates. Superintendent Baranski shared the promotion schedule and mentioned assignments would be discussed at the next meeting.

Superintendent Baranski shared Staff Appreciation Weeks were May 7 – 11, 2018 for Certificated employees; and May 21 – 25, 2018, for Classified employees. She mentioned ice cream treats would be served by the Board and Executive Council at school sites during the week of May 21. Superintendent Baranski recommended providing a variety of ice cream treats for staff in lieu of ice cream sundaes. She explained this would provide more options for staff and they could be purchased through a Child Nutrition vendor.

Superintendent Baranski announced Heather Glanz and Gilly Ryan were being honored as the 2018 K-16 STEM Initiative Teacher on March 10. She commended their work in Santee, the County, and throughout the State.

President El-Hajj mentioned she would not be able to attend the Budget Advisory Committee meeting. Member Burns mentioned the Santee School District Foundation Aloha 5k Fun Run & Walk was April 21. He shared the route would be similar to the first year's event since some of the property, that was used in last year's route, was currently in escrow.

## H. CLOSED SESSION

President El-Hajj announced that the Board would meet in closed session for:

1. **Conference with Legal Counsel - Anticipated Litigation** (Gov't. Code § 54956.9)  
- One Case
2. **Conference with Labor Negotiator** (Gov't. Code § 54957.6)  
*Purpose:* Negotiations  
*Agency Negotiators:* Tim Larson, Assistant Superintendent  
*Employee Organizations:* Santee Teachers Association (STA); and  
Classified School Employees Association (CSEA)
3. **Conference with Real Property Negotiators** (Gov't. Code § 54956.8)  
*Purpose:* Cancellation of Escrow  
*Property:* 10335 Mission Gorge Road, Santee 92071  
(formerly known as Santee School Site)  
*Agency Negotiator:* Karl Christensen, Assistant Superintendent

**4. Public Employee Performance Evaluation (Gov't. Code § 54957)  
*Superintendent***

The Board entered closed session at 8:40 p.m.

**I. RECONVENE TO PUBLIC SESSION**

The Board reconvened to public session at 10:35 p.m. and reported no action was taken.

**J. ADJOURNMENT**

With no further business, the regular meeting of March 20, 2018 was adjourned at 10:35 pm.

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Dustin Burns, Clerk

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Kristin Baranski, Secretary

Consent Item E.2.1. Approval/Ratification of Travel Requests  
Prepared by Karl Christensen  
April 17, 2018

**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.

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. 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:

**Staff Development**

- Implement a staff development plan as the cornerstone of employee performance and growth.

**FISCAL IMPACT:**

The estimated travel expenses are \$4,357, 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.

**Board Travel Report - April 17, 2018**

Travel Dates		Attendees	Site or Dept.	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Travel
Thursday,	03/20/18	Dawn Minutelli	Educational Services	Mindset Mathematics: Visualizing and Investigating Big Ideas	Oceanside	\$0	\$144	Professional Development	The focus of this workshop is math instruction and the mathematical content that supports these big ideas.
Wednesday,	05/16/18	Stacey Rawson Mia Morales	Hill Creek School PRIDE Academy	Center for Applied Research Solutions Brief Intervention	San Diego	\$0 \$0	\$100 \$100	TUPE TUPE	This workshop will build counseling skills for working with adolescents.
Thursday,	05/17/18	Erica Edmonston	Rio Seco School	Crisis Intervention Training	El Cajon	\$0	\$31	Professional Development	This workshop will provide behavior management system training designed to provide care and safety of disruptive students.
Sun-Tues,	06/24/18 - 06/26/18	Kelcie Orsinelli Rita Zobel Trisha Best Marlena Sanders Robin Ninteman	Chet F. Harritt Chet F. Harritt Chet F. Harritt Chet F. Harritt Chet F. Harritt	Get Your Teach On	San Diego	\$0 \$0 \$0 \$0 \$0	\$510 \$510 \$510 \$510 \$510	Title I Title I Title I Title I Title I	This 3-day workshop will provide an overview on best practices and current research based strategies for teachers.
<b>Travel Requests That Require Airfare, Overnight Stay, and/or Travel Outside of the State of California</b>									
Sun-Mon,	04/15/18 - 04/16/18	Dr. Stephanie Pierce	Educational Services	ACSA Legislative Action Day	Sacramento	\$0	\$0	Costs Paid by ACSA	Dr. Pierce will meet with legislators to advocate for schools.
Friday,	04/27/18	Lisa Arreola	Superintendent's Office	ACSA/SDCSBA Honoring Our Own Awards Dinner	San Diego	\$0	\$300	Superintendent's Office	Ms. Arreola will be honored as the "Executive Assistant to the Superintendent in all of Region 18."
Fri-Sun,	05/18/18 - 05/20/18	Barbara Ryan	Board of Education	CSBA Delegate Assembly	Sacramento	\$0	\$1,132	Board of Education	Board Member Ryan serves as a CSBA Delegate.

Consent Item E.2.2.  
 Prepared by Karl Christensen  
 April 17, 2018

Approval/Ratification of Expenditure Warrants

**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 March 2018:

<u>Fund #/Name</u>	<u>Warrant #'s</u>	<u>Amount</u>
0100 General	14-373208 TO 14-386046	\$552,187.44
0900	N/A	
1200	14-376111	\$21.23
1300	14-373872 TO 14-384892	\$158,470.26
1400	14-381272 TO 14-386046	\$2,359.20
2109	N/A	
2139 / 2108	N/A	
2518	N/A	
2538	14-374347 TO 14-384899	\$573,829.25
3500	N/A	
4000	14-378793	\$2,599.90
6300	14-373207 TO 14-386035	\$10,814.79
		<b>\$1,300,282.07</b>

Student Body Warrants issued for the period of March 2018:

<b>\$7,424.24</b>
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Payroll Warrants issued for the period of March 2018:

<u>Fund #/Name</u>	<u>Amount</u>
01 00	\$4,769,150.08
12 00	\$19,697.90
13 00	\$102,576.51
14 00	
25 18	
63 00	\$207,848.18
	<b>\$5,099,272.67</b>

**RECOMMENDATION:**

It is recommended that the Board of Education approve the expenditure warrants for the month of March 2018 as presented.

This recommendation supports the following District goal:

**Fiscal Accountability**

- Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility.

**FISCAL IMPACT:**

The fiscal impact of commercial, student body, and payroll expenditure warrants total \$6,406,978.98 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.

**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. The table below is a summary of total purchase orders by location for the month of March 2018:

AMOUNT	LOCATION
\$19,626.08	PEPPER DRIVE SCHOOL
\$18,438.11	CARLTON HILLS SCHOOL
\$22,515.09	SYCAMORE CANYON SCH
\$17,548.81	PROSPECT AVENUE SCH
\$7,558.63	CAJON PARK SCHOOL
\$2,983.72	CHET F HARRITT SCH
\$6,402.22	CARLTON OAKS SCHOOL
\$11,280.88	RIO SECO SCHOOL
\$8,298.04	HILL CREEK SCHOOL
\$80.53	ALTERNATIVE SCHOOL
\$340.00	BOARD OF EDUCATION
\$1,179.52	SUPERINTENDENT DEPT
\$1,862.68	BUSINESS SERVICES
\$2,744.39	HUMAN RESOURCES
\$1,842.25	EDUCATIONAL SERVICES
\$451.94	SPECIAL EDUCATION
\$1,218.08	EDUCATIONAL PROJECTS
\$85.00	PUPIL SERVICES
\$11,981.96	PROJECT SAFE
\$5,086.71	TECHNOLOGY SERVICES
\$1,389.98	OPERATIONS/CUSTODIAL
\$31,690.57	MAINTENANCE
\$230,560.14	TRANSPORTATION
\$2,339.00	FACILITIES MODERNIZATION
\$8,225.15	WAREHOUSE
\$396.02	CENTRAL KITCHEN
<b>\$ 416,125.50</b>	<b>Total Purchase Orders--March 2018</b>

**RECOMMENDATION:**

Administration recommends approval of purchase orders #0000005121 through #0000005294 issued March 1, 2018 through March 31, 2018.

This recommendation supports the following District goal:

**Fiscal Accountability**

- Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility.

**FISCAL IMPACT:**

The fiscal impact of \$416,125.50 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.



**LOCATION LIST 2017-18**

- 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 EXCEEDED BY 10%  
FOR THE MONTH OF MARCH 2018**

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
4354	10/25/2017	0100	RIVERSIDE PUBLISHING	067	PROTOCOLS	\$5,000.00
					INCREASE ANNUAL AMOUNT	\$5,000.00
					NEW TOTAL	\$10,000.00
3262	7/1/2017	0100	KONICA MINOLTA BUSINESS	092	MAINT. AGREEMENT: SVC & SUPPLIES	\$5,000.00
					INCREASE ANNUAL AMOUNT	\$2,400.00
					NEW TOTAL	\$7,400.00
3530	7/20/2017	0100	BACKFLOW SERVICES, INC.	075	ANNUAL TESTING SERVICES & REPAIRS	\$6,000.00
					INCREASE ANNUAL AMOUNT	\$2,500.00
					NEW TOTAL	\$8,500.00
4940	2/5/2018	0100	USS MIDWAY MUSEUM	009	FIELD TRIP ADMISSIONS	\$364.00
					ADDITIONAL ATTENDEES	\$42.00
					NEW TOTAL	\$406.00

## PURCHASE ORDER LISTING

MARCH 2018

BY SITE

PO Number	DATE	VENDOR	DESCRIPTION	FUND	AMOUNT	LOC	LOCATION
0000005141	3/5/2018	OFFICE DEPOT INC	OFFICE SUPPLIES - ALL SITES	0100	701.59	002	PEPPER DRIVE SCHOOL
0000005182	3/13/2018	SUPERINTENDENT OF SCHOOLS	ADMISSIONS	0100	170.00	002	PEPPER DRIVE SCHOOL
0000005195	3/14/2018	HOUGHTON MIFFLIN HARCOURT	CLASSROOM MATERIALS	0100	14425.70	002	PEPPER DRIVE SCHOOL
0000005237	3/20/2018	DELL MARKETING L.P.	IMAGING DRUM - PD	0100	51.17	002	PEPPER DRIVE SCHOOL
0000005250	3/20/2018	WESTERN ENVIRONMENTAL & SAFETY	ASBESTOS TESTING-PD RELO PROJ	2538	785.00	002	PEPPER DRIVE SCHOOL
0000005252	3/21/2018	EXPLORELEARNING REFLEX	SOFTWARE LICENSE RENEWAL-PD	0100	3295.00	002	PEPPER DRIVE SCHOOL
0000005254	3/21/2018	DEMCO INC	SUPPLIES	0100	44.09	002	PEPPER DRIVE SCHOOL
0000005256	3/21/2018	DELL MARKETING L.P.	IMAGING DRUM - PD	0100	153.53	002	PEPPER DRIVE SCHOOL
<b>TOTAL</b>					<b>19626.08</b>	<b>002</b>	<b>PEPPER DRIVE SCHOOL</b>
0000005127	3/1/2018	CAPSTONE PRESS	LIBRARY BOOKS - CH	0100	1000.00	003	CARLTON HILLS SCHOOL
0000005129	3/2/2018	EAST COUNTY SELPA /	REGISTRATION FEES	0100	75.00	003	CARLTON HILLS SCHOOL
0000005141	3/5/2018	OFFICE DEPOT INC	OFFICE SUPPLIES - ALL SITES	0100	55.88	003	CARLTON HILLS SCHOOL
0000005148	3/6/2018	AMAZON.COM	SUPPLIES	0100	119.60	003	CARLTON HILLS SCHOOL
0000005149	3/6/2018	DELL MARKETING L.P.	TONER SUPPLIES	0100	939.64	003	CARLTON HILLS SCHOOL
0000005150	3/7/2018	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	0100	150.00	003	CARLTON HILLS SCHOOL
0000005165	3/13/2018	DISNEY DESTINATIONS, LLC/	ADMISSIONS	0100	5820.00	003	CARLTON HILLS SCHOOL
0000005169	3/13/2018	DELL MARKETING L.P.	IMAGING DRUM - CH	0100	40.93	003	CARLTON HILLS SCHOOL
0000005182	3/13/2018	SUPERINTENDENT OF SCHOOLS	ADMISSIONS	0100	170.00	003	CARLTON HILLS SCHOOL
0000005185	3/14/2018	SCHOOL HEALTH CORPORATION	HEALTH OFFICE SUPPLIES	0100	48.43	003	CARLTON HILLS SCHOOL
0000005187	3/14/2018	WARD'S SCIENCE	SCIENCE SUPPLIES	0100	3224.97	003	CARLTON HILLS SCHOOL
0000005188	3/14/2018	SCHOLASTIC CLASSRM MAGAZINES	SUBSCRIPTIONS	0100	112.48	003	CARLTON HILLS SCHOOL
43 0000005194	3/14/2018	PCE SOLUTIONS	REGISTRATION FEES	0100	100.00	003	CARLTON HILLS SCHOOL
0000005228	3/19/2018	SUNDANCE STAGE LINES	FIELD TRIP TRANSPORTATION SVCS	0100	2629.00	003	CARLTON HILLS SCHOOL
0000005233	3/20/2018	HEINEMANN	CLASSROOM MATERIALS	0100	3523.43	003	CARLTON HILLS SCHOOL
0000005243	3/20/2018	CHICO BAG	FUNDRAISER - CH	0100	387.82	003	CARLTON HILLS SCHOOL
0000005258	3/22/2018	DELL MARKETING L.P.	IMAGING DRUM - CH	0100	40.93	003	CARLTON HILLS SCHOOL
<b>TOTAL</b>					<b>18438.11</b>	<b>003</b>	<b>CARLTON HILLS SCHOOL</b>
0000005131	3/2/2018	VIRCO MANUFACTURING CORP	CLASSROOM FURNITURE - SC	0100	2820.08	004	SYCAMORE CANYON SCH
0000005141	3/5/2018	OFFICE DEPOT INC	OFFICE SUPPLIES - ALL SITES	0100	330.26	004	SYCAMORE CANYON SCH
0000005163	3/8/2018	SCHOOL SPECIALTY, INC	LATEX FREE SPORTS SUPPLIES	0100	510.26	004	SYCAMORE CANYON SCH
0000005182	3/13/2018	SUPERINTENDENT OF SCHOOLS	ADMISSIONS	0100	85.00	004	SYCAMORE CANYON SCH
0000005183	3/14/2018	SCHOOL HEALTH CORPORATION	AED PADS	0100	128.24	004	SYCAMORE CANYON SCH
0000005184	3/14/2018	IDENT-A-KID SERVICES OF AMERICA, INC	OFFICE SUPPLIES	0100	108.33	004	SYCAMORE CANYON SCH
0000005193	3/14/2018	AMAZON.COM	HEALTH OFFICE SUPPLIES - SC	0100	32.31	004	SYCAMORE CANYON SCH
0000005207	3/14/2018	AMAZON.COM	DISPLAY CASES - SC	0100	244.02	004	SYCAMORE CANYON SCH
0000005235	3/20/2018	AMAZON.COM	PE SUPPLIES - SC	0100	113.15	004	SYCAMORE CANYON SCH
0000005238	3/20/2018	US GAMES	PE SUPPLIES - SC	0100	1795.89	004	SYCAMORE CANYON SCH
0000005240	3/20/2018	MARITIME MUSEUM ASSOCIATION	ADMISSIONS	0100	3408.00	004	SYCAMORE CANYON SCH
0000005279	3/23/2018	URBAN CORPS SAN DIEGO COUNTY	DETENTION BASIN - SC	0100	12939.55	004	SYCAMORE CANYON SCH
<b>TOTAL</b>					<b>22515.09</b>	<b>004</b>	<b>SYCAMORE CANYON SCH</b>
0000005125	3/1/2018	HANGSAFE HOOKS	SUPPLIES	0100	333.46	005	PROSPECT AVENUE SCH
0000005141	3/5/2018	OFFICE DEPOT INC	OFFICE SUPPLIES - ALL SITES	0100	139.59	005	PROSPECT AVENUE SCH
0000005146	3/6/2018	COMMITTEE FOR CHILDREN	SUPPLIES	0100	31.25	005	PROSPECT AVENUE SCH
0000005168	3/13/2018	AMAZON.COM	SUPPLIES FOR ARTS ATTACK - PA	0100	39.67	005	PROSPECT AVENUE SCH
0000005171	3/13/2018	GOPHER SPORT	PE SUPPLIES - PA	0100	40.28	005	PROSPECT AVENUE SCH
0000005173	3/13/2018	TOUCHMATH	CLASSROOM MATERIALS	0100	445.66	005	PROSPECT AVENUE SCH
0000005182	3/13/2018	SUPERINTENDENT OF SCHOOLS	ADMISSIONS	0100	170.00	005	PROSPECT AVENUE SCH
0000005210	3/15/2018	AMAZON.COM	OFFICE SUPPLIES	0100	31.19	005	PROSPECT AVENUE SCH

0000005218	3/16/2018	EVERBIND INC	CLASSROOM MATERIALS	0100	1002.40	005	PROSPECT AVENUE SCH
0000005219	3/16/2018	AMAZON.COM	CLASSROOM SUPPLIES	0100	30.16	005	PROSPECT AVENUE SCH
0000005224	3/19/2018	HEINEMANN	CLASSROOM MATERIALS	0100	10129.15	005	PROSPECT AVENUE SCH
0000005225	3/19/2018	ORIENTAL TRADING COMPANY INC	CLASSROOM MATERIALS	0100	30.70	005	PROSPECT AVENUE SCH
0000005226	3/19/2018	HAMERAY PUBLISHING GROUP, INC.	CLASSROOM MATERIALS	0100	1648.49	005	PROSPECT AVENUE SCH
0000005234	3/20/2018	DAVE BANG ASSOCIATES INC	BENCHES - PA	0100	1299.47	005	PROSPECT AVENUE SCH
0000005261	3/22/2018	LAKESHORE LEARNING MATERIALS	CLASSROOM SUPPLIES	0100	61.34	005	PROSPECT AVENUE SCH
0000005280	3/23/2018	ZASUETA CONTRACTING INC.	INSTALLATION OF BENCHES - PA	0100	2116.00	005	PROSPECT AVENUE SCH
			<b>TOTAL</b>		<b>17548.81</b>	<b>005</b>	<b>PROSPECT AVENUE SCH</b>
0000005126	3/1/2018	HOME DEPOT COMMERCIAL ACCOUNT	SUPPLIES	0100	11.28	006	CAJON PARK SCHOOL
0000005141	3/5/2018	OFFICE DEPOT INC	OFFICE SUPPLIES - ALL SITES	0100	42.51	006	CAJON PARK SCHOOL
0000005147	3/6/2018	REUBEN H FLEET SCIENCE CENTER	ADMISSIONS	0100	1195.00	006	CAJON PARK SCHOOL
0000005166	3/13/2018	TROXELL COMMUNICATIONS INC	PROJECTOR - CP	0100	645.42	006	CAJON PARK SCHOOL
0000005175	3/13/2018	MAINTEX INC	CUSTODIAL SUPPLIES	0100	67.97	006	CAJON PARK SCHOOL
0000005182	3/13/2018	SUPERINTENDENT OF SCHOOLS	ADMISSIONS	0100	255.00	006	CAJON PARK SCHOOL
0000005213	3/15/2018	CLARK SECURITY PRODUCTS,	LOCK SUPPLIES - CP	0100	358.04	006	CAJON PARK SCHOOL
0000005262	3/23/2018	LA STEEL CRAFT	BALL WALL - CP	0100	4948.51	006	CAJON PARK SCHOOL
0000005290	3/28/2018	SMART & FINAL	FOOD ELECTIVE SUPPLIES - CP	0100	34.90	006	CAJON PARK SCHOOL
			<b>TOTAL</b>		<b>7558.63</b>	<b>006</b>	<b>CAJON PARK SCHOOL</b>
0000005229	3/19/2018	SMART & FINAL	FOOD SUPPLIES - CFH	0100	100.00	007	CHET F HARRITT SCH
0000005230	3/19/2018	SMART & FINAL	FOOD SUPPLIES - CFH	0100	100.00	007	CHET F HARRITT SCH
0000005231	3/19/2018	SMART & FINAL	FOOD SUPPLIES - CFH	0100	100.00	007	CHET F HARRITT SCH
0000005232	3/19/2018	SMART & FINAL	FOOD SUPPLIES - CFH	0100	100.00	007	CHET F HARRITT SCH
0000005247	3/20/2018	JUNIOR LIBRARY GUILD	LIBRARY BOOKS - CFH	0100	845.21	007	CHET F HARRITT SCH
0000005272	3/23/2018	EXCEL FUNDRAISING INC	FUNDRAISER - CFH	0100	785.00	007	CHET F HARRITT SCH
0000005282	3/26/2018	AMAZON.COM	PE SUPPLIES - CFH	0100	953.51	007	CHET F HARRITT SCH
			<b>TOTAL</b>		<b>2983.72</b>	<b>007</b>	<b>CHET F HARRITT SCH</b>
0000005126	3/1/2018	HOME DEPOT COMMERCIAL ACCOUNT	SUPPLIES	0100	134.07	008	CARLTON OAKS SCHOOL
0000005132	3/2/2018	TWO WAY DIRECT	2-WAY RADIOS - CO	0100	723.86	008	CARLTON OAKS SCHOOL
0000005134	3/5/2018	THE BUTTERFLY PROJECT	CLASSROOM MATERIALS	0100	77.58	008	CARLTON OAKS SCHOOL
0000005136	3/5/2018	JUNIOR ACHIEVEMENT	ADMISSIONS	0100	2346.00	008	CARLTON OAKS SCHOOL
0000005138	3/5/2018	LIVING COAST DISCOVERY CTR	ADMISSIONS	0100	1086.80	008	CARLTON OAKS SCHOOL
0000005139	3/5/2018	AMAZON.COM	CLASSROOM SUPPLIES	0100	215.48	008	CARLTON OAKS SCHOOL
0000005141	3/5/2018	OFFICE DEPOT INC	OFFICE SUPPLIES - ALL SITES	0100	151.67	008	CARLTON OAKS SCHOOL
0000005144	3/6/2018	SOUTHWEST SCHOOL SUPPLY	CUSTODIAL SUPPLIES	0100	59.91	008	CARLTON OAKS SCHOOL
0000005182	3/13/2018	SUPERINTENDENT OF SCHOOLS	ADMISSIONS	0100	170.00	008	CARLTON OAKS SCHOOL
0000005186	3/14/2018	IDENT-A-KID SERVICES OF AMERICA, INC	OFFICE SUPPLIES	0100	109.43	008	CARLTON OAKS SCHOOL
0000005189	3/14/2018	SUPER DUPER SCHOOL COMPANY	CLASSROOM SUPPLIES	0100	88.74	008	CARLTON OAKS SCHOOL
0000005190	3/14/2018	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	28.27	008	CARLTON OAKS SCHOOL
0000005191	3/14/2018	SOUTHWEST SCHOOL SUPPLY	CUSTODIAL SUPPLIES	0100	82.37	008	CARLTON OAKS SCHOOL
0000005236	3/20/2018	ELDRIDGE PLAYS AND MUSICALS	DRAMA ROYALTY FEES - CO	0100	343.04	008	CARLTON OAKS SCHOOL
0000005277	3/23/2018	WESTERN ENVIRONMENTAL & SAFETY	ASBESTOS SAMPLING	0100	785.00	008	CARLTON OAKS SCHOOL
			<b>TOTAL</b>		<b>6402.22</b>	<b>008</b>	<b>CARLTON OAKS SCHOOL</b>
0000005123	3/1/2018	DISNEY DESTINATIONS, LLC/	ADMISSIONS	0100	10510.00	009	RIO SECO SCHOOL
0000005141	3/5/2018	OFFICE DEPOT INC	OFFICE SUPPLIES - ALL SITES	0100	55.08	009	RIO SECO SCHOOL
0000005182	3/13/2018	SUPERINTENDENT OF SCHOOLS	ADMISSIONS	0100	255.00	009	RIO SECO SCHOOL
0000005263	3/23/2018	HOUGHTON MIFFLIN HARCOURT	CLASSROOM MATERIALS	0100	160.80	009	RIO SECO SCHOOL
0000005281	3/26/2018	MOWAYNE FRANCIS	DJ SERVICES - RS YE PARTY	0100	300.00	009	RIO SECO SCHOOL
			<b>TOTAL</b>		<b>11280.88</b>	<b>009</b>	<b>RIO SECO SCHOOL</b>
0000005137	3/5/2018	USS MIDWAY MUSEUM	ADMISSIONS	0100	742.00	010	HILL CREEK SCHOOL
0000005141	3/5/2018	OFFICE DEPOT INC	OFFICE SUPPLIES - ALL SITES	0100	112.75	010	HILL CREEK SCHOOL
0000005181	3/13/2018	SKEDADDLE FUNDRAISERS	FUNDRAISER - HC	0100	2628.75	010	HILL CREEK SCHOOL
0000005241	3/20/2018	T-SHIRT MART	T-SHIRTS - HC	0100	324.75	010	HILL CREEK SCHOOL

0000005242	3/20/2018	AMAZON.COM	STAGE SUPPLIES - HC	0100	1129.61	010	HILL CREEK SCHOOL
0000005249	3/20/2018	VALLEY INDUSTRIAL SPECIALTIES	FILTERED WATER COOLER - HC	0100	3045.11	010	HILL CREEK SCHOOL
0000005260	3/22/2018	TOTALLYPROMOTIONAL.COM	SUPPLIES - HC	0100	315.07	010	HILL CREEK SCHOOL
			<b>TOTAL</b>		<b>8298.04</b>	<b>010</b>	<b>HILL CREEK SCHOOL</b>
0000005141	3/5/2018	OFFICE DEPOT INC	OFFICE SUPPLIES - ALL SITES	0100	80.53	015	ALTERNATIVE SCHOOL
			<b>TOTAL</b>		<b>80.53</b>	<b>015</b>	<b>ALTERNATIVE SCHOOL</b>
0000005182	3/13/2018	SUPERINTENDENT OF SCHOOLS	ADMISSIONS	0100	340.00	060	BOARD OF EDUCATION
			<b>TOTAL</b>		<b>340.00</b>	<b>060</b>	<b>BOARD OF EDUCATION</b>
0000005141	3/5/2018	OFFICE DEPOT INC	OFFICE SUPPLIES - ALL SITES	0100	227.35	062	SUPERINTENDENT DEPT
0000005182	3/13/2018	SUPERINTENDENT OF SCHOOLS	ADMISSIONS	0100	85.00	062	SUPERINTENDENT DEPT
0000005264	3/23/2018	CITI CARDS /	SUPPLIES	0100	178.00	062	SUPERINTENDENT DEPT
0000005291	3/28/2018	AMAZON.COM	BOOKS FOR SUPERINTENDENT	0100	689.17	062	SUPERINTENDENT DEPT
			<b>TOTAL</b>		<b>1179.52</b>	<b>062</b>	<b>SUPERINTENDENT DEPT</b>
0000005141	3/5/2018	OFFICE DEPOT INC	OFFICE SUPPLIES - ALL SITES	0100	501.12	064	BUSINESS SERVICES
0000005142	3/5/2018	US BANK	GO BOND FEES	0100	500.00	064	BUSINESS SERVICES
0000005143	3/5/2018	DELL MARKETING L.P.	IMAGING DRUM - BUS SVCS	0100	40.93	064	BUSINESS SERVICES
0000005157	3/7/2018	DELL MARKETING L.P.	IMAGING DRUM FOR PRINTER	0100	40.93	064	BUSINESS SERVICES
0000005176	3/13/2018	DAILY JOURNAL CORPORATION	NOTICE OF PUBLIC HEARING	0100	45.50	064	BUSINESS SERVICES
0000005182	3/13/2018	SUPERINTENDENT OF SCHOOLS	ADMISSIONS	0100	170.00	064	BUSINESS SERVICES
0000005216	3/15/2018	DAILY JOURNAL CORPORATION	LEGAL AD - REROOFING BID	1400	288.60	064	BUSINESS SERVICES
0000005244	3/20/2018	DAILY JOURNAL CORPORATION	LEGAL AD FOR BID-ERC ROOF/HVAC	1400	275.60	064	BUSINESS SERVICES
			<b>TOTAL</b>		<b>1862.68</b>	<b>064</b>	<b>BUSINESS SERVICES</b>
0000005141	3/5/2018	OFFICE DEPOT INC	OFFICE SUPPLIES - ALL SITES	0100	114.36	065	HUMAN RESOURCES
0000005159	3/7/2018	ACSA	MEMBERSHIP DUES	0100	481.29	065	HUMAN RESOURCES
0000005160	3/7/2018	DELL MARKETING L.P.	COMPUTER FOR HR	0100	669.35	065	HUMAN RESOURCES
0000005182	3/13/2018	SUPERINTENDENT OF SCHOOLS	ADMISSIONS	0100	425.00	065	HUMAN RESOURCES
45 0000005208	3/14/2018	DELL MARKETING L.P.	COMPUTER - HR	0100	1039.40	065	HUMAN RESOURCES
0000005264	3/23/2018	CITI CARDS /	SUPPLIES	0100	14.99	065	HUMAN RESOURCES
			<b>TOTAL</b>		<b>2744.39</b>	<b>065</b>	<b>HUMAN RESOURCES</b>
0000005130	3/2/2018	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	0100	380.00	066	EDUCATIONAL SERVICES
0000005141	3/5/2018	OFFICE DEPOT INC	OFFICE SUPPLIES - ALL SITES	0100	135.92	066	EDUCATIONAL SERVICES
0000005174	3/13/2018	ALLIANCE FOR AFRICAN ASSISTANCE	CONSULTING SERVICES	0100	187.02	066	EDUCATIONAL SERVICES
0000005182	3/13/2018	SUPERINTENDENT OF SCHOOLS	ADMISSIONS	0100	510.00	066	EDUCATIONAL SERVICES
0000005223	3/19/2018	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	0100	95.00	066	EDUCATIONAL SERVICES
0000005264	3/23/2018	CITI CARDS /	SUPPLIES	0100	110.41	066	EDUCATIONAL SERVICES
0000005283	3/26/2018	APPLE INC	EXPENSE REIMBURSEMENT	0100	423.90	066	EDUCATIONAL SERVICES
			<b>TOTAL</b>		<b>1842.25</b>	<b>066</b>	<b>EDUCATIONAL SERVICES</b>
0000005124	3/1/2018	HAWTHORNE EDUCATIONAL SERVICES INC	RATING FORMS	0100	209.04	067	SPECIAL EDUCATION
0000005135	3/5/2018	LAKESHORE LEARNING MATERIALS	SPECIAL ED SUPPLIES	0100	182.90	067	SPECIAL EDUCATION
0000005239	3/20/2018	EAST COUNTY SELPA /	REGISTRATION FEES	0100	60.00	067	SPECIAL EDUCATION
			<b>TOTAL</b>		<b>451.94</b>	<b>067</b>	<b>SPECIAL EDUCATION</b>
0000005227	3/19/2018	BOUND TO STAY BOUND BOOKS INC	LIBRARY BOOKS - CH	0100	997.83	068	EDUCATIONAL PROJECTS
0000005246	3/20/2018	BARNES AND NOBLE BOOKSELLERS	LIBRARY BOOKS - HC	0100	191.98	068	EDUCATIONAL PROJECTS
0000005253	3/21/2018	BARNES AND NOBLE BOOKSELLERS	LIBRARY BOOKS - SC	0100	28.27	068	EDUCATIONAL PROJECTS
			<b>TOTAL</b>		<b>1218.08</b>	<b>068</b>	<b>EDUCATIONAL PROJECTS</b>
0000005182	3/13/2018	SUPERINTENDENT OF SCHOOLS	ADMISSIONS	0100	85.00	070	PUPIL SERVICES
			<b>TOTAL</b>		<b>85.00</b>	<b>070</b>	<b>PUPIL SERVICES</b>
0000005140	3/5/2018	AMAZON.COM	SUPPLIES FOR PROJ. SAFE	6300	623.62	072	PROJECT SAFE
0000005141	3/5/2018	OFFICE DEPOT INC	OFFICE SUPPLIES - ALL SITES	6300	632.76	072	PROJECT SAFE
0000005164	3/8/2018	SMART & FINAL	FOOD SUPPLIES FOR PROJ. SAFE	6300	538.75	072	PROJECT SAFE
0000005167	3/13/2018	LITTLE CAESARS PIZZA	FUNDRAISER - PRJ SAFE	6300	1200.00	072	PROJECT SAFE
0000005170	3/13/2018	SMART & FINAL	FOOD SUPPLIES - YALE	6300	500.00	072	PROJECT SAFE
0000005172	3/13/2018	REUBEN H FLEET SCIENCE CENTER	ADMISSIONS	6300	1400.00	072	PROJECT SAFE

0000005177	3/13/2018	SMART & FINAL	SUPPLIES FOR PROJ. SAFE	6300	100.00	072	PROJECT SAFE
0000005178	3/13/2018	SMART & FINAL	SUPPLIES FOR PRJ SF	6300	500.00	072	PROJECT SAFE
0000005179	3/13/2018	SMART & FINAL	SUPPLIES FOR PROJ. SAFE	6300	100.00	072	PROJECT SAFE
0000005192	3/14/2018	AMAZON.COM	SUPPLIES FOR PROJ. SAFE	6300	149.28	072	PROJECT SAFE
0000005209	3/15/2018	BOOMERS OF SAN DIEGO	ADMISSIONS	6300	2098.50	072	PROJECT SAFE
0000005248	3/20/2018	SUPERINTENDENT OF SCHOOLS	ADMISSIONS	6300	85.00	072	PROJECT SAFE
0000005264	3/23/2018	CITI CARDS /	SUPPLIES	6300	609.73	072	PROJECT SAFE
0000005264	3/23/2018	CITI CARDS /	SUPPLIES	6300	1128.29	072	PROJECT SAFE
0000005265	3/23/2018	S&S WORLDWIDE	SUPPLIES - PRJ SF	6300	104.47	072	PROJECT SAFE
0000005266	3/23/2018	SAN DIEGO PADRES	ADMISSIONS	6300	1875.00	072	PROJECT SAFE
0000005292	3/28/2018	SMART & FINAL	SUPPLIES FOR PROJ. SAFE	6300	100.00	072	PROJECT SAFE
0000005293	3/28/2018	AMAZON.COM	SUPPLIES FOR PROJ. SAFE	6300	39.81	072	PROJECT SAFE
0000005294	3/28/2018	SCHOOL HEALTH CORPORATION	AED PADS - PROJ. SAFE	6300	196.75	072	PROJECT SAFE
				<b>TOTAL</b>	<b>11981.96</b>	<b>072</b>	<b>PROJECT SAFE</b>
0000005122	3/1/2018	MOSYLE CORPORATION	HOSTING SERVICES - TECHNOLOGY	0100	1530.00	073	TECHNOLOGY SERVICES
0000005248	3/20/2018	SUPERINTENDENT OF SCHOOLS	ADMISSIONS	0100	255.00	073	TECHNOLOGY SERVICES
0000005271	3/23/2018	SOLAR WINDS	MAINTENANCE RENEWAL	0100	2324.00	073	TECHNOLOGY SERVICES
0000005259	3/22/2018	GROUP VERTICAL	DIGITIZERS FOR IPAD REPAIRS	0100	67.22	073	TECHNOLOGY SERVICES
0000005284	3/26/2018	DATEL SYSTEMS	KEYBOARDS & CASES	0100	910.49	073	TECHNOLOGY SERVICES
				<b>TOTAL</b>	<b>5086.71</b>	<b>073</b>	<b>TECHNOLOGY SERVICES</b>
0000005145	3/6/2018	SOUTHWEST SCHOOL SUPPLY	SANITARY DISPENSERS	0100	1389.98	074	OPERATIONS/CUSTODIAL
				<b>TOTAL</b>	<b>1389.98</b>	<b>074</b>	<b>OPERATIONS/CUSTODIAL</b>
0000005156	3/7/2018	SKYCO SKYLIGHTS	REPLACEMENT SKYLIGHTS	0100	981.60	075	MAINTENANCE
0000005158	3/7/2018	COOLBOX PORTABLE STORAGE	JANUARY 2017 RAINSTORM STORAGE	0100	204.73	075	MAINTENANCE
0000005162	3/8/2018	WESTERN ENVIRONMENTAL & SAFETY	3-YEAR AHERA REPORTING	0100	2675.00	075	MAINTENANCE
0000005212	3/15/2018	GB'S FENCE COMPANY	FENCING REPAIRS	0100	7220.00	075	MAINTENANCE
46 0000005215	3/15/2018	MEACOR SIGNS	SIGN SUPPLIES	0100	258.61	075	MAINTENANCE
0000005217	3/15/2018	24-HOUR ELEVATOR, INC.	ELEVATOR REPAIRS - PD	0100	275.00	075	MAINTENANCE
0000005220	3/16/2018	JEFF PAINTING	JH STAIRCASE PAINTING- 5 SITES	0100	2200.00	075	MAINTENANCE
0000005222	3/16/2018	KIRK PAVING, INC	DG REPAIR/SC-FEMA/FLOOD 1/2017	0100	9850.00	075	MAINTENANCE
0000005245	3/20/2018	BRADY SO CAL INC	K-WALL AT CAJON PARK	0100	4950.00	075	MAINTENANCE
0000005249	3/20/2018	VALLEY INDUSTRIAL SPECIALTIES	FILTERED WATER COOLER - HC	0100	532.47	075	MAINTENANCE
0000005251	3/20/2018	GRAINGER	MAINT SUPPLIES	0100	283.13	075	MAINTENANCE
0000005275	3/23/2018	SUNBELT RENTALS	EQUIPMENT RENTAL	0100	462.34	075	MAINTENANCE
0000005276	3/23/2018	ON TIME STRIPING	STRIPING - HC	0100	450.00	075	MAINTENANCE
0000005214	3/15/2018	WHITE CAP/HD SUPPLY	GROUNDS SUPPLIES	0100	237.51	075	MAINTENANCE
0000005251	3/20/2018	GRAINGER	MAINT SUPPLIES	0100	348.77	075	MAINTENANCE
0000005255	3/21/2018	GRAINGER	SUPPLIES FOR SWPPPS	0100	174.38	075	MAINTENANCE
0000005274	3/23/2018	KRC ROCK INC	M&O SUPPLIES	0100	398.68	075	MAINTENANCE
0000005274	3/23/2018	KRC ROCK INC	M&O SUPPLIES	0100	188.35	075	MAINTENANCE
				<b>TOTAL</b>	<b>31690.57</b>	<b>075</b>	<b>MAINTENANCE</b>
0000005133	3/2/2018	FRAME & AXLE SERVICE OF	VEHICLE REPAIRS	0100	760.31	076	TRANSPORTATION
0000005151	3/7/2018	PENSKE FORD	BUS REPAIRS	0100	59.66	076	TRANSPORTATION
0000005152	3/7/2018	O'REILLY AUTO PARTS	SUPPLIES FOR REPAIRS	0100	131.44	076	TRANSPORTATION
0000005152	3/7/2018	O'REILLY AUTO PARTS	SUPPLIES FOR REPAIRS	0100	161.44	076	TRANSPORTATION
0000005153	3/7/2018	CITY ELECTRIC SUPPLY	SUPPLIES FOR REPAIRS	0100	156.24	076	TRANSPORTATION
0000005154	3/7/2018	KIRKS RADIATOR	VEHICLE REPAIRS	0100	245.38	076	TRANSPORTATION
0000005155	3/7/2018	SNAP-ON TOOLS	SHOP SUPPLIES	0100	375.51	076	TRANSPORTATION
0000005257	3/21/2018	A-Z BUS SALES, INC.	NEW BUSES	4000	226470.50	076	TRANSPORTATION
0000005267	3/23/2018	PENSKE FORD	TRANS. REPAIRS & SUPPLIES	0100	447.24	076	TRANSPORTATION
0000005267	3/23/2018	PENSKE FORD	TRANS. REPAIRS & SUPPLIES	0100	1021.83	076	TRANSPORTATION
0000005268	3/23/2018	O'REILLY AUTO PARTS	PARTS FOR VEHICLE REPAIRS	0100	27.36	076	TRANSPORTATION
0000005268	3/23/2018	O'REILLY AUTO PARTS	PARTS FOR VEHICLE REPAIRS	0100	264.36	076	TRANSPORTATION

0000005269	3/23/2018	DRACO TRUCK CENTER	SUPPLIES FOR CNS TRUCK REPAIRS	0100	403.57	076	TRANSPORTATION
0000005270	3/23/2018	ABABA BOLT	TRANSPORTATION SUPPLIES	0100	35.30	076	TRANSPORTATION
			<b>TOTAL</b>		<b>230560.14</b>	<b>076</b>	<b>TRANSPORTATION</b>
0000005121	3/1/2018	C.A.S.H.	MEMBERSHIP DUES	0100	544.00	077	FACILITIES MODERNIZATION
0000005273	3/23/2018	WESTERN ENVIRONMENTAL & SAFETY	ASBESTOS SAMPLING - SC ROOF	1400	1795.00	077	FACILITIES MODERNIZATION
			<b>TOTAL</b>		<b>2339.00</b>	<b>077</b>	<b>FACILITIES MODERNIZATION</b>
0000005196	3/14/2018	INTERBORO PACKAGING CORPORATION	INVENTORY REPLENISHMENT	0100	444.47	078	WAREHOUSE
0000005197	3/14/2018	A-DISCOUNT VACUUM	INVENTORY REPLENISHMENT	0100	1198.18	078	WAREHOUSE
0000005198	3/14/2018	CAMEO PAPER & JANITORIAL	INVENTORY REPLENISHMENT	0100	226.28	078	WAREHOUSE
0000005199	3/14/2018	MAINTEX INC	INVENTORY REPLENISHMENT	0100	848.79	078	WAREHOUSE
0000005200	3/14/2018	MAINTEX INC	INVENTORY REPLENISHMENT	0100	599.99	078	WAREHOUSE
0000005201	3/14/2018	MISSION JANITORIAL SUPPLIES	INVENTORY REPLENISHMENT	0100	425.83	078	WAREHOUSE
0000005202	3/14/2018	OFFICE DEPOT INC	INVENTORY REPLENISHMENT	0100	172.59	078	WAREHOUSE
0000005203	3/14/2018	OFFICE DEPOT INC	INVENTORY REPLENISHMENT	0100	106.28	078	WAREHOUSE
0000005204	3/14/2018	SCHOOL SPECIALTY, INC	INVENTORY REPLENISHMENT	0100	324.58	078	WAREHOUSE
0000005205	3/14/2018	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	1131.72	078	WAREHOUSE
0000005206	3/14/2018	US GAMES	INVENTORY REPLENISHMENT	0100	100.85	078	WAREHOUSE
0000005221	3/16/2018	WASTE MANAGEMENT OF EL CAJON -	SURPLUS TRASH - ALL SITES	0100	859.50	078	WAREHOUSE
0000005285	3/26/2018	MAINTEX INC	INVENTORY REPLENISHMENT	0100	271.53	078	WAREHOUSE
0000005286	3/26/2018	OFFICE DEPOT INC	INVENTORY REPLENISHMENT	0100	108.48	078	WAREHOUSE
0000005287	3/26/2018	SCHOOL SPECIALTY, INC	INVENTORY REPLENISHMENT	0100	210.24	078	WAREHOUSE
0000005288	3/26/2018	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	1195.84	078	WAREHOUSE
			<b>TOTAL</b>		<b>8225.15</b>	<b>078</b>	<b>WAREHOUSE</b>
0000005141	3/5/2018	OFFICE DEPOT INC	OFFICE SUPPLIES - ALL SITES	1300	375.12	090	CENTRAL KITCHEN
0000005211	3/15/2018	HOME DEPOT COMMERCIAL ACCOUNT	SUPPLIES FOR REPAIRS	1300	20.90	090	CENTRAL KITCHEN
			<b>TOTAL</b>		<b>396.02</b>	<b>090</b>	<b>CENTRAL KITCHEN</b>
			<b>GRAND TOTAL</b>		<b>\$ 416,125.50</b>		

Consent Item E.2.4.  
Prepared by Karl Christensen  
April 17, 2018

Approval/Ratification of Agreements for Mileage  
Reimbursement In Lieu of District Transportation

**BACKGROUND:**

The Santee School District is required to provide for transportation of Special Education students when their Individualized Education Plan (IEP) includes the need for this service. In lieu of the District providing transportation, the District offers parents/guardian the opportunity to transport their own children and receive reimbursement for their incurred mileage at the IRS-approved rate.

The Commercial Warrants Audit manual stipulates that an agreement is to be executed with the Parent/Guardian whenever mileage reimbursement is provided. Agreements with parents/guardians opting to receive mileage reimbursement for the 2017-18 school year for the transportation of their own child(ren) are listed below:

School of Attendance	Round Trip Miles Per Day	# of Days	Per Mile Rate	Total Estimated Annual Cost
Cajon Park School	10.5	56	\$0.5450	\$320.46
Pepper Drive School	16.0	80	\$0.5450	\$697.60
<b>Total:</b>				<b>\$1,018.06</b>

**RECOMMENDATION:**

It is recommended that the Board of Education approve/ratify the Parent/Guardian agreements for mileage reimbursement in lieu of District transportation.

This recommendation supports the following District goals:

**Learning Environment**

- Provide a safe, engaging environment that promotes creativity, innovation, and personalized learning.

**Fiscal Accountability**

- Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility.

**FISCAL IMPACT:**

The fiscal impact of \$1,018.06 is paid in lieu of District provided transportation.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item E.2.4.



Consent Item E.2.5.  
 Prepared by Karl Christensen  
 April 17, 2018

Acceptance of Donations, Grants, and Bequests

**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, grants, and/or bequests have been offered to the District:

<i>Item</i>	<i>Approximate Value</i>	<i>Received From</i>	<i>Designated For Use At</i>
<b>DONATIONS</b>			
Funds to Support Students Participating in End of Year Activities	\$100.00	Ms. Anna Mewlud	Chet F. Harritt School
Funds for Classroom Projects: "Shhh, We're Reading!" and "Let's MAKERSPACE It Happen!"	\$364.80	DonorsChoose.org	Rio Seco School
<b>GRANTS</b>			
(None)			
<b>BEQUESTS</b>			
(None)			
<b>TOTAL RECEIVED</b>	<b>\$464.80</b>		

**RECOMMENDATION:**

Administration recommends acceptance of the donations, grants, and/or bequests listed above for the District and authorization to send a letter of appreciation on behalf of the governing Board.

This recommendation supports the following District goals:

**Educational Achievement**

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

**Fiscal Accountability**

- Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility.

**FISCAL IMPACT:**

The donations, grants, and/or bequests listed above are valued at \$464.80.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item E.2.5.

**BACKGROUND:**

From time to time, the District contracts with individuals, companies, or organizations to provide various types of services within the following scopes:

- Consultants: Those providing professional advice or specialized technical or training services
- General Service Providers: Those providing general services not fitting the description of a consultant

The Internal Revenue Service requires an analysis of the nature and type of work performed to determine whether the service provider qualifies as an independent contractor to be paid by commercial warrant or an employee to be paid by payroll warrant for withholding and payment of appropriate payroll taxes. This analysis generally involves an assessment of the degree of control the District will have over the service provider's schedule and work methods.

The attached table presents requests for Consultants and General Service Providers. (NOTE: Those providing services on an annual, on-going basis are approved separately by the Board as Annual Contract Renewals)

**RECOMMENDATION:**

It is recommended that the Board of Education approve/ratify agreements with Consultants and General Service Providers as presented.

This recommendation supports the following District goals:

**Educational Achievement**

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

**Fiscal Accountability**

- Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility.

**FISCAL IMPACT:**

The fiscal impact is disclosed on the attached page.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item E.2.6.

**Consultant / General Service Provider Report April 17, 2018**

Vendor Name	Type (Consultant or General Service Provider)	Description of Services	Date(s) of Service	Amount	Funding	Payment Type (Independent Contractor or Employee)
Erika RN Cameron	Consultant	External Evaluator (as required by DoDEA grant)	09/01/17 - 06/30/18	\$5,000.00 plus travel expenses	DoDEA	Independent Contractor
Arts for Learning San Diego	General Service Provider	Music Assembly	04/13/18	\$775.00 (not to exceed)	PRIDE Academy	Independent Contractor
Leland Ping	General Service Provider	Assembly: The Lincoln Assassination	02/09/18	\$55.00 (not to exceed)	Cajon Park School	Independent Contractor
San Diego Natural History Museum	General Service Provider	Reptile Friends Class Workshop	04/27/18; 05/04/18; 05/11/18	\$600.00 (not to exceed)	YALE Preschool	Independent Contractor
Rosemary Hutzley	Consultant	Adapted P.E.	07/01/18 - 06/30/19	\$68.00/hour (not to exceed \$15,000.00)	Special Education	Employee

Consent Item E.2.7. Approval/Ratification of Expenditure Transactions  
Prepared by Karl Christensen Charged to District Issued Purchasing Cards (P-Cards)  
April 17, 2018

**BACKGROUND:**

The District has issued Purchasing Cards (P-Cards) to certain management, supervisory, or confidential employees to expedite and streamline purchases of goods and services. P-Card transactions are tracked and monitored to ensure they are properly accounted for and supported by documentation. P-Card transactions are limited to a specified amount each month and approval of the Superintendent is required to exceed these limits.

**RECOMMENDATION:**

It is recommended that the Board of Education approve/ratify expenditure transactions charged to District P-Cards for the period February 1, 2018 through February 28, 2018.

This recommendation supports the following District goal:

**Fiscal Accountability**

- Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility.

**FISCAL IMPACT:**

There were 161 transactions totaling \$17,276.88 charged to various funds.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item E.2.7.

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20180202	ABEL,CATHY	CHILD NUTRITION	OFFICE DEPOT #908	5.85	Sign Holders
20180214	ABEL,CATHY	CHILD NUTRITION	AMAZON MKTPLACE PMTS	29.98	Express Cart Covers
20180223	ABEL,CATHY	CHILD NUTRITION	TARGET 00014852	7.53	Batteries
20180223	ABEL,CATHY	CHILD NUTRITION	TARGET 00014852	23.92	Soy Milk, Gluten Free Food
				<u>67.28</u>	
20180202	ALBERT,DIANN L	CHET F. HARRITT	EL CAJON BOOMERS	187.37	Deposit for Gold & Silver Key field trip
20180202	ALBERT,DIANN L	CHET F. HARRITT	BARNES & NOBLE #2135	155.10	Gift Cards for Summer Learning Incentives
20180220	ALBERT,DIANN L	CHET F. HARRITT	MICHAELS STORES 3256	140.08	Frames for the Art Show. They were returned
20180225	ALBERT,DIANN L	CHET F. HARRITT	MICHAELS STORES 3256	(140.08)	Frames returned for the Art Show
				<u>342.47</u>	
20180207	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	VONS #1897	17.22	Board meeting supplies
20180208	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	VONS #1897	44.99	Board meeting supplies
20180209	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	ALBERTSONS 0710	15.98	Supplies for PLT meeting
20180218	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	ALS SPORT SHOP	30.13	PLT name badge
20180222	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	VONS #1897	49.98	Board meeting supplies
20180228	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	VONS #1897	30.98	Meeting supplies
20180228	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	USPS PO 0570200071	20.00	Purchase of stamps
20180228	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	ALS SPORT SHOP	15.06	PLT name badge
				<u>224.34</u>	
20180202	AVILA,EVONN	BUSINESS SERVICES	SCHOOL SERVICES OF CAL	875.00	Governor's May Revise Workshop (KB, KL, TL, SP, TL)
20180207	AVILA,EVONN	BUSINESS SERVICES	CA SECRETARY OF STATE	20.00	SSD School Facilities Corporation FTB Form 199
				<u>895.00</u>	
20180202	BAKER,HOPE	OST PROGRAMS	WAL-MART #1917	143.92	Lunch bags, painter tape, stationary,bubbles
20180202	BAKER,HOPE	OST PROGRAMS	MICHAELS STORES 3256	22.35	Sticker books, mini grip, storybooks
20180211	BAKER,HOPE	OST PROGRAMS	DOLLAR TREE	47.41	Cleaning and classroom supplies (paper journals, tumblers, cleaning towels, scrub brush)
20180222	BAKER,HOPE	OST PROGRAMS	WALMART.COM	630.37	Toys, school supplies, crafts
20180228	BAKER,HOPE	OST PROGRAMS	WAL-MART #1917	75.87	Speaker adaptor and power strip for YALE preschool
				<u>919.92</u>	
20180208	BECKER,CHRISTINA	FACILITIES & MAINTENANCE	CONTRACTORS DIRECT	534.55	Asphalt grinder
20180214	BECKER,CHRISTINA	FACILITIES & MAINTENANCE	COSTCO *DELIVERY 578	292.54	Safety mats for playground equipment - swings, slides
20180214	BECKER,CHRISTINA	FACILITIES & MAINTENANCE	COSTCO *DELIVERY 578	292.54	Safety mats for playground equipment - swings, slides
				<u>1,119.63</u>	
20180215	BENEDETTO,ANGELO	CARLTON HILLS	GCI*MSCN-FRND-WB	105.58	Speaker stands for our DJ club
20180227	BENEDETTO,ANGELO	CARLTON HILLS	SMARTNFINAL92910809291	12.32	Refreshments for ELAC meeting
20180228	BENEDETTO,ANGELO	CARLTON HILLS	WAL-MART #1917	3.77	Develop student of the month photos
				<u>121.67</u>	
20180201	BILLICK,JERI	SYCAMORE CANYON	NEARPOD	120.00	Instructional program
20180201	BILLICK,JERI	SYCAMORE CANYON	FOX'S PIZZA DEN - SANT	67.09	Lunch for PBIS Day
20180201	BILLICK,JERI	SYCAMORE CANYON	NEARPOD	120.00	Nearpod instruction program
20180204	BILLICK,JERI	SYCAMORE CANYON	SMARTNFINAL92910809291	60.95	Popcorn for perfect attendance recess
20180208	BILLICK,JERI	SYCAMORE CANYON	AMAZON MKTPLACE PMTS W	52.40	Jump ropes for PE
20180216	BILLICK,JERI	SYCAMORE CANYON	AMAZON MKTPLACE PMTS	31.44	Author's Fair lunch
20180220	BILLICK,JERI	SYCAMORE CANYON	AMAZON MKTPLACE PMTS	32.26	Author's Fair lunch
20180223	BILLICK,JERI	SYCAMORE CANYON	CARTERS HAY & GRAIN, I	14.50	Chicken feed
				<u>498.64</u>	
20180204	BONSER,KRISTEN	PRIDE ACADEMY	WALMART.COM	634.17	3 outdoor tables for Primary
20180219	BONSER,KRISTEN	PRIDE ACADEMY	PARKWAY BOWL	200.00	Staff and family bowling night
				<u>834.17</u>	
20180201	BRASHER,PAMELA	OST PROGRAMS	JOANN STORES #1011	116.01	Sewing club material, thread, seam rippers, felt
20180204	BRASHER,PAMELA	OST PROGRAMS	EB SCIENCE ACTION CLU	318.24	Three Science action Kits for CFH,CH and RS Project SAFE students
20180205	BRASHER,PAMELA	OST PROGRAMS	JOANN STORES*JOANN.COM	45.26	Kickball T-Shirts for Kickball enrichment
20180206	BRASHER,PAMELA	OST PROGRAMS	JOANN STORES*JOANN.COM	80.11	Kickball T-Shirts for Kickball enrichment
20180206	BRASHER,PAMELA	OST PROGRAMS	JOANN STORES*JOANN.COM	34.48	Kickball T-Shirts for Kickball enrichment
20180206	BRASHER,PAMELA	OST PROGRAMS	JOANN STORES*JOANN.COM	30.17	Kickball T-Shirts for Kickball enrichment
20180206	BRASHER,PAMELA	OST PROGRAMS	JOANN STORES*JOANN.COM	62.79	Kickball T-Shirts for Kickball enrichment
20180206	BRASHER,PAMELA	OST PROGRAMS	MICHAELS STORES 5045	122.91	Gold shirts for kickball league
20180220	BRASHER,PAMELA	OST PROGRAMS	JOANN STORES #1841	29.48	Supplies to repair cushions-foam and fasteners
20180222	BRASHER,PAMELA	OST PROGRAMS	TEACHERSPAYTEACHERS.CO	49.00	Stem soda straws, pipe cleaners, Gliders, and stem activities for the program
20180223	BRASHER,PAMELA	OST PROGRAMS	WAL-MART #1917	50.94	Storage boxes for breaks
				<u>939.39</u>	
20180204	BROGAN-BARANSKI,K	SUPERINTENDENT'S OFFICE	THE INN AT SARATOGA	436.38	Accommodations for Superintendent during Executive Briefing with Apple, Inc. in Saratoga, CA
				<u>436.38</u>	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20180201	HECK,TERRY	PRIDE ACADEMY	PIONEER DRAMA SERVICE	118.00	Jr. High Drama Presentation
20180204	HECK,TERRY	PRIDE ACADEMY	WALMART.COM	422.78	Two outdoor tables for Primary
20180209	HECK,TERRY	PRIDE ACADEMY	THE HOME DEPOT #0658	135.47	Botball 2018 supplies - Mr. Kemery
20180219	HECK,TERRY	PRIDE ACADEMY	PARKWAY BOWL	319.60	Annual Faculty Bowling Night
				<u>995.85</u>	
20180201	HICKS,TYLENE	CHET F. HARRITT	THE HOME DEPOT #0673	30.53	Fencing material to block off shed from students for their safety.
20180206	HICKS,TYLENE	CHET F. HARRITT	BEST BUY MHT 00011452	168.71	New microphone and adapter for middle school elective - Cheetah News
20180215	HICKS,TYLENE	CHET F. HARRITT	ALBERTSONS 0738	153.13	Supplies and snacks for LCAP Student Survey Group and Safe Schools Ambassador Training
20180215	HICKS,TYLENE	CHET F. HARRITT	AMAZON MKTPLACE PMTS	181.66	Toner cartridges for classrooms and probe covers for thermometer.
20180215	HICKS,TYLENE	CHET F. HARRITT	ALBERTSONS 0738	55.45	Supplies and snacks for LCAP Student Survey Group and Safe Schools Ambassador Training.
20180218	HICKS,TYLENE	CHET F. HARRITT	IDENTAKID	103.09	Visitor Labels for Ident-a-Kid check-in
				<u>692.57</u>	
20180223	HOOKS,TED A	PEPPER DRIVE	AMAZON MKTPLACE PMTS	22.50	Supplies for parent event
20180223	HOOKS,TED A	PEPPER DRIVE	AMAZON.COM	9.33	Supplies for parent event
20180225	HOOKS,TED A	PEPPER DRIVE	AMAZON MKTPLACE PMTS	93.38	Supplies for parent event
20180226	HOOKS,TED A	PEPPER DRIVE	AMAZON MKTPLACE PMTS	11.52	Supplies for parent event
				<u>136.73</u>	
20180202	JOHNSTON,ANDREW	CARLTON OAKS	DBC*BLICK ART MATERIAL	24.18	Electives Supplies - Kiln
20180202	JOHNSTON,ANDREW	CARLTON OAKS	CHR*CBDCATALOGLLC	279.22	Jr. High Elective Materials
20180227	JOHNSTON,ANDREW	CARLTON OAKS	STAPLES 00113720	66.23	Materials and Supplies
				<u>369.63</u>	
20180228	LOCKE,SUMMER	PEPPER DRIVE	WAL-MART #2177	15.79	Supplies for student achievement celebration
				<u>15.79</u>	
20180208	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	THE UPS STORE #4287	13.74	Harware RMA Shipping
20180211	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	SALES@AIRSQUIRRELS.COM	60.00	Software
20180212	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	AMAZON MKTPLACE PMTS W	29.95	Nameplate Holders
20180213	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	AMAZON MKTPLACE PMTS	59.95	Air Filter Replacement
20180226	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	BEST BUY MHT 00011452	(53.88)	Price adjustment
20180226	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	BEST BUY MHT 00011452	(53.87)	Price adjustment
20180226	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	BEST BUY MHT 00011452	373.33	Display - Transportation
20180226	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	BEST BUY MHT 00011452	373.33	Display - ERC
				<u>802.55</u>	
20180206	MARTIN,SUZANNE	HILL CREEK	AMAZON MKTPLACE PMTS	11.95	Electrical supplies for kiln room
				<u>11.95</u>	
20180204	MCGINTY,MIRIAM	SPECIAL EDUCATION	THINK SOCIAL PUBLISHIN	157.28	Books for SLP classroom
20180204	MCGINTY,MIRIAM	SPECIAL EDUCATION	TOBI DYNVOX SYST	99.00	Classroom software
20180205	MCGINTY,MIRIAM	SPECIAL EDUCATION	AMAZON MKTPLACE PMTS	24.99	Stylus for student iPad
20180207	MCGINTY,MIRIAM	SPECIAL EDUCATION	AMAZON.COM	17.78	Balance Board for student
20180212	MCGINTY,MIRIAM	SPECIAL EDUCATION	OFFICE DEPOT #5125	6.45	Office supply/ ink for stamp
20180214	MCGINTY,MIRIAM	SPECIAL EDUCATION	SUPER DUPER PUBLICATION	54.49	Social Language Development test forms
20180215	MCGINTY,MIRIAM	SPECIAL EDUCATION	AMAZON MKTPLACE PMTS	23.98	Classroom plastic organization box
20180216	MCGINTY,MIRIAM	SPECIAL EDUCATION	BAJA FRESH SBARRO	15.82	Lunch on travel
20180218	MCGINTY,MIRIAM	SPECIAL EDUCATION	HILTON STARBUCKS	5.25	Breakfast on travel
20180219	MCGINTY,MIRIAM	SPECIAL EDUCATION	HILTON	475.14	Hotel on travel
20180219	MCGINTY,MIRIAM	SPECIAL EDUCATION	HILTON STARBUCKS	5.25	Breakfast on travel
20180222	MCGINTY,MIRIAM	SPECIAL EDUCATION	OFFICE DEPOT #5125	26.74	Office supplies
20180228	MCGINTY,MIRIAM	SPECIAL EDUCATION	SP * THEETEETHING EGG	22.99	Teether for student
				<u>935.16</u>	
20180204	MCKINNON,KATHY	EDUCATIONAL SERVICES	EINSTEIN BROS BAGELS33	92.94	Prof. Dev - Food - 2/3/18 EDU Conference
20180207	MCKINNON,KATHY	EDUCATIONAL SERVICES	THE WRAPSHACK	179.71	Prof. Dev - Food - 2/13/18 ILT Meeting
20180211	MCKINNON,KATHY	EDUCATIONAL SERVICES	SMARTNFINAL92910809291	22.82	Prof. Dev - Food - 2/13/18 ILT Meeting
20180214	MCKINNON,KATHY	EDUCATIONAL SERVICES	FOOD4LESS #0349	27.28	Prof. Dev - Food - 2/13/18 ILT Meeting
				<u>322.75</u>	
20180209	MINUTELLI,DAWN	EDUCATIONAL SERVICES	LAKESHORE LEARNING MAT	150.79	State Preschool - Supplies
20180214	MINUTELLI,DAWN	EDUCATIONAL SERVICES	AMAZON.COM AMZN.COM/BI	99.95	Prof. Dev. - Supplies/Books
				<u>250.74</u>	
20180228	MONTLER,BONNER M	EDUCATIONAL SERVICES	CURRICULUM ASSOC	46.32	Math workbooks for students.
				<u>46.32</u>	
20180204	MYERS,CHARLES	TRANSPORTATION	PAYPAL *CASTO	295.00	CASTO Convention Registration
				<u>295.00</u>	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20180225	OLANDER,MICHAEL	CAJON PARK	THINK SOCIAL PUBLISHIN	119.94	Self Regulation Book for SPED
				<u>119.94</u>	
20180226	ORTEGA,KAREN	HUMAN RESOURCES	WALMART.COM	89.32	Office supplies
				<u>89.32</u>	
20180201	PIERCE,STEPHANIE	EDUCATIONAL SERVICES	PBS DISTRIBUTION LLC	215.39	Instructional Materials - Science Supplies/DVDs
20180204	PIERCE,STEPHANIE	EDUCATIONAL SERVICES	THE INN AT SARATOGA	436.38	Travel - Lodging
20180218	PIERCE,STEPHANIE	EDUCATIONAL SERVICES	PEPPERDINE UNIVERSITY	1,095.00	Spec. Educ. - Travel/Registration - McGinty
20180222	PIERCE,STEPHANIE	EDUCATIONAL SERVICES	OLD FISHERMANS GROTTO	26.10	Prof. Dev. - Travel/Meals
20180225	PIERCE,STEPHANIE	EDUCATIONAL SERVICES	CAFE FINA	20.06	Prof. Dev. - Travel/Meals
20180226	PIERCE,STEPHANIE	EDUCATIONAL SERVICES	PORTOLA HOTEL AND SPA	413.36	Prof. Dev. - Travel/Lodging - CISC Symposium
				<u>2,206.29</u>	
20180204	PROUTY,DANIEL J	INSTRUCTIONAL TECHNOLOGY	AMAZON MKTPLACE PMTS	22.81	Replace iPad case for CRT presentation iPad.
20180208	PROUTY,DANIEL J	INSTRUCTIONAL TECHNOLOGY	AMAZON.COM	7.53	HDMI cable for monitor
20180219	PROUTY,DANIEL J	INSTRUCTIONAL TECHNOLOGY	BEST BUY MHT 00011452	32.31	Headphones for audio recording.
20180221	PROUTY,DANIEL J	INSTRUCTIONAL TECHNOLOGY	BEST BUY MHT 00011452	32.31	Headphones for audio recording.
20180222	PROUTY,DANIEL J	INSTRUCTIONAL TECHNOLOGY	BESTBUYCOM805531292047	330.24	55 inch monitor
20180225	PROUTY,DANIEL J	INSTRUCTIONAL TECHNOLOGY	AMAZON.COM	13.46	HDMI cable for new monitor.
20180226	PROUTY,DANIEL J	INSTRUCTIONAL TECHNOLOGY	BESTBUYCOM805531292047	(21.55)	Refund for reduced price for monitor between order and pick up.
20180227	PROUTY,DANIEL J	INSTRUCTIONAL TECHNOLOGY	AMAZON MKTPLACE PMTS	15.06	Firewire 400 to Firewire 800 adapter for video transfer on Mac.
				<u>431.97</u>	
20180218	RIFFEL,MEREDITH	PUPIL SERVICES	SUPER DUPER PUBLICATIO	94.94	Adventures kit for Marion Rashap speech students
20180223	RIFFEL,MEREDITH	PUPIL SERVICES	TARGET 00014852	41.47	Diaper pail liners for PK-SH at SC
20180223	RIFFEL,MEREDITH	PUPIL SERVICES	AMAZON.COM	98.73	Books for parent night
20180227	RIFFEL,MEREDITH	PUPIL SERVICES	TARGET 00014852	14.54	Wipes for M. May SDC class CH
				<u>249.68</u>	
20180202	ROSA,JIM	HILL CREEK	OTC BRANDS, INC.	41.44	Classroom supplies
20180207	ROSA,JIM	HILL CREEK	SIGNATURE IMPRINTS	104.90	Incentive prizes
20180209	ROSA,JIM	HILL CREEK	AMAZON MKTPLACE PMTS	72.01	Arts Attack Supplies
20180212	ROSA,JIM	HILL CREEK	AMAZON.COM	28.00	Resource book
20180213	ROSA,JIM	HILL CREEK	DISCOUNT SCHOOL SUPPLY	110.43	Classroom supplies - PTSA funded
20180218	ROSA,JIM	HILL CREEK	HOMEDEPOT.COM	165.36	Supplies for Elective class
20180222	ROSA,JIM	HILL CREEK	AMAZON MKTPLACE PMTS	56.50	Toner for office (unavailable through stores)
20180225	ROSA,JIM	HILL CREEK	AMAZON MKTPLACE PMTS	21.80	Art Show supplies
				<u>600.44</u>	
20180207	SAUNDERS,LEAH	CARLTON OAKS	AMAZON.COM	73.74	Educational materials
20180207	SAUNDERS,LEAH	CARLTON OAKS	AMAZON.COM	23.42	Educational materials
20180214	SAUNDERS,LEAH	CARLTON OAKS	AMAZON.COM	48.82	Professional Development materials
20180215	SAUNDERS,LEAH	CARLTON OAKS	AMAZON.COM	14.54	Running Club supplies
20180215	SAUNDERS,LEAH	CARLTON OAKS	AMAZON MKTPLACE PMTS	40.38	School Beautification - garden materials
20180218	SAUNDERS,LEAH	CARLTON OAKS	AMAZON MKTPLACE PMTS W	51.93	Custodial supplies
20180219	SAUNDERS,LEAH	CARLTON OAKS	AMAZON MKTPLACE PMTS	120.63	P.E. equipment
20180219	SAUNDERS,LEAH	CARLTON OAKS	LOWES #03214*	72.58	P.E. Equipment Room supplies
20180219	SAUNDERS,LEAH	CARLTON OAKS	AMAZON MKTPLACE PMTS	19.18	P.E. Equipment Room supplies
20180221	SAUNDERS,LEAH	CARLTON OAKS	S&S WORLDWIDE-ONLINE	140.02	P.E. equipment
20180228	SAUNDERS,LEAH	CARLTON OAKS	AMAZON.COM AMZN.COM/BI	41.97	Professional Development materials
				<u>645.21</u>	
20180202	SHEEN,KRISTINA D	OST PROGRAMS	DOLLAR TREE	70.50	ASES club supplies, garden gloves, digging tool, colored pencils chenille stems
20180204	SHEEN,KRISTINA D	OST PROGRAMS	WAL-MART #1917	49.98	ASES club poster boards, clothes pins, lunch bags
20180204	SHEEN,KRISTINA D	OST PROGRAMS	WAL-MART #1917	29.94	Candy for the ERC and meetings with staff
20180204	SHEEN,KRISTINA D	OST PROGRAMS	FOX'S PIZZA DEN - SANT	24.75	Meeting with staff at CFH Project SAFE lunch for staff
20180207	SHEEN,KRISTINA D	OST PROGRAMS	SMK*SURVEYMONKEY.COM	264.00	Renewal of Survey Monkey subscription for OSTP Program
20180209	SHEEN,KRISTINA D	OST PROGRAMS	LITTLE CAESARS 1872-00	22.07	Staff meeting Carlton Oaks Lunch
20180211	SHEEN,KRISTINA D	OST PROGRAMS	MICHAELS STORES 3256	132.67	T-Shirts for kickball game played with OSTP sites
20180215	SHEEN,KRISTINA D	OST PROGRAMS	MICHAELS STORES 3256	120.03	Kickball club T-Shirts and Tie Dye kit for the shirts
20180223	SHEEN,KRISTINA D	OST PROGRAMS	PAPER MAGIC	246.52	Deco letters, wide Deco trim, bulletin boards, banners, stickers. For summer Program OSTP
20180226	SHEEN,KRISTINA D	OST PROGRAMS	OFFICE DEPOT #908	8.90	Rulers, borders for ASES Program
				<u>969.36</u>	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20180202	SIMKO,JOHANNA	CAJON PARK	BUCKWHOLESALE.COM	222.63	Hats for a fundraiser to cover unpaid 6th grade camp account
20180202	SIMKO,JOHANNA	CAJON PARK	AMAZON MKTPLACE PMTS	79.75	Sand toys for sand box
20180206	SIMKO,JOHANNA	CAJON PARK	AMAZON MKTPLACE PMTS	19.98	HELLOYEE 10K Ohm Breadboard Trim Potentiometer With Knob For Arduino
20180207	SIMKO,JOHANNA	CAJON PARK	AMAZON.COM	13.78	Tennis balls
20180208	SIMKO,JOHANNA	CAJON PARK	AMAZON MKTPLACE PMTS	33.97	Rolling platform for our microphone, speaker
20180212	SIMKO,JOHANNA	CAJON PARK	AMAZON MKTPLACE PMTS	79.75	Sand toys
20180212	SIMKO,JOHANNA	CAJON PARK	AMAZON.COM	46.83	Therapeutic seats
20180207	SIMPSON,DEBRA	RIO SECO	AMAZON.COM AMZN.COM/BI	73.50	Math materials for fourth grade Mindset Mathematics 01
				<u>570.19</u>	
20180201	SOUTHCOTT,STEPHANIE	CARLTON HILLS	AMAZON MKTPLACE PMTS W	26.91	Laptop charger
20180225	SOUTHCOTT,STEPHANIE	CARLTON HILLS	WAL-MART #1917	12.74	Replacement hangers for Lost & Found
				<u>39.65</u>	
20180202	STARKEY,MARK	INFORMATION TECHNOLOGY	WWW.NEWEGG.COM	12.86	Laptop power cable for RS
20180205	STARKEY,MARK	INFORMATION TECHNOLOGY	AMAZON MKTPLACE PMTS	24.95	HP laptop power adapter for HC
20180208	STARKEY,MARK	INFORMATION TECHNOLOGY	AMAZON.COM	43.09	Classroom speakers for rm 18 PA
				<u>80.90</u>	
				<u><u>17,276.88</u></u>	



Consent Item E.2.8.  
 Prepared by Karl Christensen  
 April 17, 2018

Approval of Uniform Complaint Quarterly Report  
 Required by the Williams Settlement

**BACKGROUND:**

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

<b>SANTEE SCHOOL DISTRICT            Uniform Complaint Quarterly Report            January 1, 2018 through March 31, 2018</b>			
	<b>Number of            Complaints            Received in            Quarter</b>	<b>Number of            Complaints            Resolved</b>	<b>Number of            Complaints            Unresolved</b>
<b>Instructional            Materials</b>	0	0	0
<b>Facilities</b>	0	0	0
<b>Teacher Vacancy            and            Mis-assignment</b>	0	0	0
<b>Total</b>	0	0	0

**RECOMMENDATION:**

It is recommended that the Board of Education approve the Uniform Complaint Report for the quarter ending March 31, 2018 and authorize administration to submit the report to SDCOE.

**FISCAL IMPACT:**

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

**STUDENT ACHEIVEMENT IMPACT:**

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

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

Agenda Item E.2.8.

**BACKGROUND:**

Government Code 65995 regulates the collection of Developer Fees under various circumstances. There are 3 levels of fees, each requiring certain documentation and conditions before the fee can be levied.

- Level 1 fees are the current statutory fees (also referred to as “Stirling Fees”) allowed under Education Code section 17620.
- Level 2 fees are outlined in Government Code section 65995.5, and allow school districts to impose higher fees on residential construction if certain conditions are met. This level of developer fees is subject to a School Facility Needs Analysis (“SFNA”) based on Government Code section 65995.6.
- Level 3 developer fees are outlined in Government Code section 65995.7, and may be implemented by a district if the State certifies that there is no money available for facilities.

The State Allocation Board (SAB) revises the Level 1 fee every other year. On January 24, 2018, the SAB increased the statutory Level 1 fees for residential and commercial to \$3.79 and \$0.61 respectively. In order for the District to levy the revised fee, it must prepare a Fee Justification Study, conduct a public hearing, and adopt the new fees. A Fee Justification Study was contained in the SFNA conducted by Capitol Public Finance Group in March 2018 and is sufficient documentation to justify the increase. The District shares the Level 1 fee with Grossmont in a 62% Santee/38% Grossmont sharing arrangement. The District can begin levying the new Level 1 fee 60 days after Board adoption.

Below is a summary of the various fee levels:

<u>Fee Type</u>	<u>Residential Fee (per square foot)</u>	<u>Commercial Fee (per square foot)</u>
Santee share (62%) of previous Level 1 Fee <i>(levied as of June 20, 2016)</i>	\$2.16	\$0.35
New Level 1 Fee	\$3.79	\$0.61
Santee share (62%) of new Level 1 Fee <i>to be levied starting June 20, 2018)</i>	\$2.35	\$0.38*

\*Except Rental Self Storage Facilities which will be charge \$0.07 per square foot

Notice of the proposed fee increase and the public hearing have been published in The Daily Transcript on April 2 and April 9, 2018. The public hearing for the proposed implementation of the developer fee adjustment is scheduled for tonight. After the hearing has been concluded, this item will be presented to the Board of Education for adoption.

**RECOMMENDATION:**

It is recommended that the Board of Education adopt Resolution No. 1718-27 increasing the Level 1 Fee for development projects in Santee School District at \$2.35/square foot for residential and \$0.38/square foot for commercial to be effective June 20, 2018, 60 days after adoption.

This recommendation supports the following District goals:

**Learning Environment**

- Provide a safe, engaging environment that promotes creativity, innovation, and personalized learning.

**Fiscal Accountability**

- Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility.

**FISCAL IMPACT:**

Through March 22, 2018, the District has collected \$1,099,464.54 from Developer Fees for 2017-18.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item E.2.9.

**RESOLUTION NO. 1718-27  
OF THE  
SANTEE SCHOOL DISTRICT**

**ADOPTING AND IMPLEMENTING A CHANGE IN LEVEL 1 DEVELOPER FEES LEVIED  
ON RESIDENTIAL DEVELOPMENT AND LEVYING FEES ON COMMERCIAL AND  
INDUSTRIAL DEVELOPMENT TO FUND THE CONSTRUCTION AND  
RECONSTRUCTION OF SCHOOL FACILITIES**

**WHEREAS**, pursuant to Government Code section 65995 and Education Code section 17620 the Santee School District ("District") may levy a fee on all residential, commercial, and industrial development within the District boundaries, to fund the construction or reconstruction of school facilities; and

**WHEREAS**, the District has a facilities plan which states an overall vision for new school construction in order to meet the needs of District students; and

**WHEREAS**, the District has performed a study to assess the impact on the District's facilities from residential, commercial, and industrial development and established a nexus between such development and the need for funding to construct and improve schools; and

**WHEREAS**, there is a continuing and urgent need for expansion and reconstruction of school facilities due to the impact of new residential construction as well as commercial and industrial development; and the State Allocation Board has established the maximum fee that can be levied by a school district is \$3.79 per square foot of habitable residential development and \$0.61 per square foot for commercial and industrial development for chargeable covered and enclosed space, which sums shall be used to fund the delivery of improvements to the District's facilities and construct new facilities; and

**WHEREAS**, the District has agreed to split the statutory maximum developer fees with the Grossmont Union High School District on a 62%/38% basis.

**WHEREAS**, the District conducted a public hearing to discuss the proposed increase in developer fees for residential and commercial/industrial development and has considered the comments provided therefrom.

**NOW, THEREFORE, BE IT RESOLVED**, that the District shall change the fees levied on new residential development from \$2.16 per square foot to \$2.35 per square foot (62% of the established maximum fee) for all new residential development within the District boundaries, in accordance with Education Code section 17620.

**BE IT FURTHER RESOLVED**, that the District shall change the fees levies on new commercial and industrial development from \$0.35 per square foot to \$0.38 per square foot (62% of the established maximum fee) on new commercial and industrial development, except rental self-storage facilities which will be charged \$0.07 per square foot of new construction, in accordance with Education Code section 17620.

**BE IT FURTHER RESOLVED**, that the Board of Trustees of the Santee School District (the "Board") authorizes District staff to give notice to the City of Santee, the City of El Cajon, the County of San Diego, and other applicable agencies, of the Board's adoption and implementation of this Resolution by serving a copy of the Resolution to each agency and by requesting that no building permits and no certificates of occupancy for residential,

manufactured homes, mobile homes, commercial or industrial construction be issued without certification from the District that the specified fees, including any subsequent increases authorized by the State, have been paid.

**BE IT FURTHER** the District preserve a separate account where in all developer fees, including those fees collected pursuant to this Resolution will be deposited and the District shall review and provide the Board a report on the reconciliation of that account every fiscal year.

**BE IT FURTHER RESOLVED**, that if the District has unexpected or uncommitted fees within five (5) years of collection of those fees, the District will make the statutorily required findings or refund those fees.

**BE IT FURTHER RESOLVED**, that the developer fees established by this Resolution, including any increases for inflation as authorized by the State, shall be collected prior to the issuance of a building permit on each eligible unit.

PASSED AND ADOPTED at a regular meeting of this board this 17<sup>th</sup> day of April of 2018, by the following vote:

AYES:  
NOES:  
ABSENT:

I HEREBY CERTIFY that the foregoing resolution was duly introduced, passed and adopted at a regularly called and conducted meeting held on said date.

---

Dustin Burns  
Clerk of the Board of Education  
Santee School District

Consent Item E.2.10.  
Prepared by Karl Christensen  
April 17, 2018

Approval of Agreement with Santee Sportsplex  
USA for the Classified Appreciation  
Luncheon

**BACKGROUND:**

Over the last 13 years, the District has been providing a luncheon for classified staff members during Classified Appreciation Week. In the past, this event was held in the ERC Board Room. This year classified week is celebrated the week of May 21-25 and the luncheon is scheduled for May 25, 2018.

Last year, due to closing of the District Office for renovations, the luncheon was moved to the Santee Sportsplex USA. This venue was very successful and Administration recommends holding the event there again this year. The Santee Sportsplex USA has graciously agreed to provide their facility to host this event for the same \$6.00 per person cost.

The menu will include:

- All Beef Hamburgers / Cheeseburgers
- BBQ Baked Beans
- Potato Salad
- Soft Drinks /Water
- Cookies

**RECOMMENDATION:**

It is recommended that the Board of Education approve the Agreement with the Santee Sportsplex USA for the Classified Appreciation Luncheon on May 25, 2018.

This recommendation supports the following District goal:

**Learning Environment**

- Provide a safe, engaging environment that promotes creativity, innovation, and personalized learning.

**FISCAL IMPACT:**

The estimated cost of \$700.00 to be funded by donation from Mission Federal Credit Union.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item E.2.10.



## Sportsplex USA Santee Corporate Event Contract

**SANTEE SCHOOL DISTRICT** Herein after referred to as "CLIENT" and Sportsplex USA Santee. ("Sportsplex USA") have entered into this Agreement effective as of **April 11, 2018** with respect to the corporate event to be hosted at the Sportsplex USA on **Friday, May 25, 2018** set forth on Exhibit A (the "Event").

- I. **Event and Services.** Sportsplex USA will provide the space and services set forth on Exhibit A for the CLIENT event described on Exhibit A (the "Event"), in the manner and to the terms described herein. The event will be facilitated in strict accordance with the terms of this Agreement, including Exhibit A. In consideration for such space and services, the CLIENT shall pay to Sportsplex USA the amounts set forth on Exhibit A. Any change in the Event shall require the written mutual agreement of both parties, which may result in a change in the fees charged, which shall also be mutually agreed upon in writing.
- II. **Deposit/Guarantee.** A non-refundable (except in the event of Force Majeure, as defined below) deposit in the amount set forth on Exhibit A is required to hold the space and dates set forth on Exhibit A. Advance deposits will be applied to the balance due upon Event conclusion. The deposit is due upon the full execution of this Agreement.
- III. **Payment.** The CLIENT will be responsible for payment of all charges set forth herein, a final statement of which shall be delivered to CLIENT by Sportsplex USA within seven (7) days of the conclusion of the Event. Payment shall be due within (10) days following receipt of the statement. Should the CLIENT have any questions or concerns regarding the statement, it is the responsibility of the CLIENT to contact Sportsplex USA immediately to resolve the issue(s).
- IV. **Cancellation.** Both parties agree that there is no right of termination for the purpose of booking the Event in another venue. Either party may cancel this Agreement effective upon written notice in the event of Force Majeure (defined below).

Should the Event be cancelled by the CLIENT for any reason other than those which are set forth within the provision of Force Majeure (acts of God, war, disaster, strikes, organized labor disputes, civil disorders, curtailment of transportation or other similar contingencies beyond the reasonable control of the non-performing party which prevent performance of this Agreement), the CLIENT agrees to pay Sportsplex USA, or, as applicable, Sportsplex USA may retain from the non-refundable deposit, cancellation damages in the amount set forth on Exhibit A. Monies owed to Sportsplex USA will be paid by the CLIENT within (30) days from the date of cancellation. Cancellation must be in written form to Sportsplex USA.

Should the Event be cancelled by Sportsplex USA for any reason other than CLIENT's material breach of this Agreement, Sportsplex USA agrees to refund to CLIENT one hundred percent (100%) of the amount CLIENT has given to Sportsplex USA under this Agreement.

- V. **Insurance.** Sportsplex USA does not maintain insurance covering property brought into or stored on the Park's premises by the CLIENT or covering death or bodily injury to any of CLIENT participants, invitees, spectators or guests; and it is the responsibility of the CLIENT to obtain or maintain such coverage. No later than one week before the commencement of the Event, the CLIENT shall furnish a certificate of insurance to Sportsplex USA naming Sportsplex USA - Santee, all subsidiaries of Sportsplex USA and all

officers, members, directors, agents, contractors and employees of all such entities (collectively the "Sportsplex USA Entities/individuals"), as additional insured parties on a policy of commercial general liability insurance to be procured and maintained by the CLIENT. In addition, such policy shall name the City of Santee, CA and its officers, agents and employees as an additional named insured. Such insurance shall have a minimum combined single limit of liability of at least \$1,000,000, shall be written on a per occurrence basis and shall include broad form contractual liability coverage insuring all of the CLIENT liability and indemnity obligations under this Agreement. The CLIENT insurance shall be endorsed to provide that such coverage shall be primary and that any insurance maintained by Sportsplex USA shall be excess insurance only.

**VI. Responsibility of Parties.** Sportsplex USA does not assume responsibility for damage or loss of any merchandise or articles left in the facility prior to, during or following the Event. Arrangements for security should be made prior to the Event.

Any damage to or loss of Sportsplex USA's equipment or property due to the negligence of the CLIENT shall be the responsibility of the CLIENT. Appropriate replacement/repair charges will be assessed. Signs, banners and other display material requiring nails, tacks, screws, tape or similar material will not be permitted without prior approval of Sportsplex USA.

The CLIENT agrees to pay a security deposit in the amount set forth on Exhibit A in case of damages to the Park caused by the Event, including without limitation damages to the turf area or irrigation system. The CLIENT will be responsible to pay the cost to repair damages to the Park caused by the Event deemed out of the ordinary by the Sportsplex USA maintenance staff.

The CLIENT assumes risk of damage to any property or injury to any person arising from or in connection with the CLIENT activities at the Park except as may be caused by defective construction or the negligence of any officer, member, director, agent or employee of Sportsplex USA.

The CLIENT shall indemnify and hold harmless Sportsplex USA - Santee, Sportsplex USA - Santee, all other subsidiaries of Sportsplex USA, the City of Santee, City of Santee and all officers, members, directors, contractors, employees, volunteers and agents of all such entities (collectively the "Indemnified Parties") from and against loss, cost or expense, incurred or sustained as a result of or in connection with (a) any act or omission of the CLIENT, or of any agent of the CLIENT, in performing or failing to perform any of the CLIENT obligations or responsibilities under this agreement and (b) damage to property or injury to person arising from or in connection with the CLIENT use of the facilities, except as may be caused by negligence of any officer, member, director, agent or employee of Sportsplex USA.

**VII. Notices.** Notices, requests and other communications hereunder shall be in writing and may be delivered (a) personally, (b) by fax, or, (c) by mail, addressed as follows, unless changed by written notice:

If to Sportsplex USA, to the General Manager of the Park at the address set forth on Exhibit A.

If to the CLIENT, to the Contact Person and at the address set forth on Exhibit A.

Such notice shall be effective, if delivered by hand or fax, upon receipt thereof, or if by mail, five (5) business days after mailing.

**VIII. Governing Law.** The parties acknowledge and agree that this agreement shall be deemed a contract made under the laws of the State of California, and be construed and enforced in accordance with and governed by the laws of the State of California.

This agreement supersedes all previous agreements and arrangements whether written or verbal between both parties. This contract may only be changed by written instrument duly executed by both parties. This contract may be signed in counterparts, each of which shall be deemed an original and which together shall be deemed a contract.



**Acceptance.** All of the arrangements described have been reserved for the CLIENT on a tentative, first option basis. If the agreement is acceptable to the CLIENT and the reserved arrangements are to be made definite, please sign and return the Agreement to Sportsplex USA

On behalf of Santee School District, I have read and agree to the terms outlined and otherwise noted within.


\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

On behalf of Sportsplex USA, I have read and agree to the terms outlined and otherwise noted within.

  
\_\_\_\_\_  
Authorized Signature

4-11-18  
\_\_\_\_\_  
Date

Chris Vertrees  
\_\_\_\_\_  
Print Name

Dir. of Marketing  
\_\_\_\_\_  
Title

**EXHIBIT A - EVENT INFORMATION**

**Event Date(s):** Friday, May 25, 2018  
**Event Type:** District Luncheon  
**Event Time Frame:** 11:00am to 2:00pm  
**Event Fees:** \$6.00 per person

**Menu Includes:**

- All beef Hamburgers
- Cheese / Lettuce / Onion / Tomato
- BBQ Baked Beans, Potato Salad
- Dessert (Various Cookies)
- Unlimited softdrinks (Water bottles, Soda, Ice Tea, Powerade)
- Exclusive use of restaurant and seating area

**Event Timeline:** 10:30am – Set Up  
11:00am to 1:30pm – BBQ Buffet lunch served  
2:00pm – Closing

**Guaranteed Participants:** 100 Adults (Maximum 150 Adults)

**FEE STRUCTURE**

<b>Fees:</b>	100 adults x \$6.00	= \$600.00
	<u>CA State Taxes (8%)</u>	<u>= \$48.00</u>
	<b>Total Guaranteed</b>	<b>= \$648.00</b>

**Payment:** Balance of payment will be invoiced to client net 15 days after event. Balance will include total individual participation, additional staff fees and any additional add-ons not covered in this agreement.

**NOTES**

- All additional activities requested by client are subject to additional fees.
- SANTEE SCHOOL DISTRICT will be responsible to provide list of team names to Sportsplex USA staff two days prior to event.
- SANTEE SCHOOL DISTRICT must provide certificate of insurance (\$1 Million) naming Sportsplex USA and City of Santee as additionally insured.

Consent Item E.2.11.  
Prepared by Karl Christensen  
April 17, 2018

Approval of Agreement with YMCA of San Diego  
County to Provide Transportation Services for their  
Summer Camp Program

**BACKGROUND:**

In accordance with a Use of Facilities request, the District is making the Cajon Park Annex available to the YMCA to conduct their summer camp program from June 18, 2018 through August 10, 2018. The YMCA has requested that the District also provide transportation services for participants to take them from and to the YMCA as well as various field trip locations throughout the County. This Agreement for Transportation Services formalizes this arrangement.

**RECOMMENDATION:**

It is recommended that the Board of Education approve the Agreement with YMCA of San Diego County to provide transportation services for their Summer Camp Program.

This recommendation supports the following District goals:

**Learning Environment**

- Provide a safe, engaging environment that promotes creativity, innovation, and personalized learning.

**Fiscal Accountability**

- Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility.

**FISCAL IMPACT:**

The fiscal impact estimate is \$9,500 in revenue for 39 days of operation.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item E.2.11.

## **AGREEMENT FOR TRANSPORTATION SERVICES**

This Agreement for Transportation Services ("Agreement") is made effective as of June 18, 2018 ("Effective Date") by and between the Santee School District ("District"), a public school district organized and existing pursuant to State of California ("State") law, and the YMCA of San Diego County on behalf of the Cameron Family YMCA ("Contractor"). The District and Contractor may be referred to herein individually as "Party" and collectively as the "Parties."

### **WITNESSETH**

**WHEREAS**, the Parties are mutually interested in and concerned with the provision of adequate transportation services, and

**WHEREAS**, collectively the District has personnel, equipment, and other required facilities under its jurisdiction suitable for transportation services within their resources,

**NOW THEREFORE**, it is hereby mutually agreed as follows:

**A. TERMS AND CONDITIONS:**

1. The term of this Agreement shall be from June 18, 2018 through August 10, 2018; however, either Party may terminate the same at any time upon thirty (30) days written notice to the other Party.
2. The District shall provide transportation services, in accordance with applicable school and safety State Laws and Regulations as well as vehicle maintenance and inspection requirements, for transportation of children and Contractor staff attending the Contractor's Summer Camp Program for each day of operation within the term of this Agreement. These services shall include the following:
  - a. Shuttle service between Cajon Park Annex, located at 10250 Magnolia Avenue, Santee, CA 92071; and the YMCA located at 10123 Riverwalk Drive, Santee, CA 92071
  - b. Transportation between Cajon Park Annex and designated field trip locations within San Diego County boundaries mutually agreed to by the District and Contractor
3. Contractor shall notify the District, in writing, of all required pickup times, pickup locations, and destinations at least five (5) working days in advance. Contractor shall notify the District of any changes and/or cancellation of transportation services at least two (2) working days in advance. All

notifications shall be provided through email to both of the following individuals:

- Charles Myers, Director Transportation  
[charles.myers@santeesd.net](mailto:charles.myers@santeesd.net)
- Candy Byerly, Dispatcher  
[candy.byerly@santeesd.net](mailto:candy.byerly@santeesd.net)

4. Transportation services shall be billed by District using the following rates:
  - a. \$36.00 per hour for bus driver time
  - b. \$2.50 per mile
5. District shall generate invoices for services rendered on a monthly basis and send them to Contractor at the following address:

Cameron Family YMCA  
10123 Riverwalk Dr  
Santee CA 92071
6. Contractor shall submit payment to District at the following address within thirty (30) days of receipt of invoice:

Santee School District  
Attn. Accounts Receivable  
9625 Cuyamaca Street  
Santee, CA 92071
7. Contractor shall ensure that all Contractor's staff members are informed of the Bus Rules and Regulations, included as Attachment A to this Agreement and incorporated herein by reference, and adhere to the requirements therein
8. District shall ensure vehicle drivers hold the required commercial driver's license and comply with all requirements, have successfully completed State School Bus Driver training courses, have successfully passed criminal background checks and drug testing and maintain a clean and safe driving record.

#### **B. INSURANCE AND INDEMNITY**

1. District shall maintain in full force and effect Comprehensive General Liability and Commercial Automobile Liability insurance at a limit of at least \$1,000,000 per occurrence and shall provide proof of such insurance to Contractor upon request. Contractor shall be named as an "additional insured" on a primary and non-contributory basis.

- District shall indemnify and hold Contractor harmless from and against all liability, expense, judgment, suit or cause of action for personal injury, death or direct damage to tangible property (including attorneys' fees) which may accrue against Contractor to the extent it is caused by the negligent acts or omissions of District or arising out of the condition of the District's vehicles or breach by District of any of the provisions of this Agreement.

**C. DISPUTE RESOLUTION**

- Any disputes concerning terms and conditions of this Agreement or performance thereunder shall be settled by mutual desire of both Parties, through amicable negotiations within ninety (90) days. In the event that amicable negotiation does not produce mutually agreeable results, the Parties agree to submit the dispute to arbitration. The arbitrator will be selected by mutual agreement within thirty (30) days of written request for arbitration by either Party. If there is no agreement as to selection of the arbitrator, an arbitrator will be selected under the rules of the American Arbitration Association, upon written request of either Party.

**D. ASSIGNMENT**

- District shall not assign or transfer its obligations and or rights under this Agreement to any third party, whether an associated entity or not, whether in whole or in part, without the prior written consent of the Contractor.

**E. GENERAL PROVISIONS**

- This Agreement may be modified by the Parties at any time by written agreement, executed by an authorized agent of each Party.

In witness whereof, the Parties have signed this Agreement on the dates set forth after their respective signatures.

**YMCA of San Diego County**

By   
Executive Director

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**Santee School District**

by \_\_\_\_\_  
Assistant Superintendent  
Business Services

Approved by the Board of Education  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

Santee School District  
9625 Cuyamaca Street  
Santee, CA 92071-2674

Consent Item E.2.12.  
Prepared by Karl Christensen  
April 17, 2018

Approval of Agreement with the City of Santee  
for Transportation Services

**BACKGROUND:**

Santee School District has worked with the City of Santee to provide transportation services for the Santee Teen Center. The Santee Teen Center is a valuable place to engage teenage children in a positive environment. The District and the City are mutually interested in and concerned with the provision of adequate transportation services from schools to the Santee Teen Center. At its November 21, 2006 meeting, the Board of Education approved a Transportation Services Agreement and began providing transportation services in February 2007. Renewal requests have been approved each fiscal year since that time. Administration has received a renewal request for the transportation services agreement from the City of Santee for the 2018-19 year.

Due to the increase in transportation costs over the past year, the Santee Teen Center will pay the District \$13.39 per student, per week (an increase of approximately 5% from the previous amount of \$12.75. They will also pay for field trips at \$36.00 per hour plus \$4.00 per mile.

**RECOMMENDATION:**

It is recommended that the Board of Education approve the transportation agreement with the City of Santee to increase fees for District-provided transportation services to the Santee Teen Center.

This recommendation supports the following District goals:

**Learning Environment**

- Provide a safe, engaging environment that promotes creativity, innovation, and personalized learning.

**Fiscal Accountability**

- Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility.

**FISCAL IMPACT:**

The fiscal impact is estimated at \$90,000 in revenue. Actual revenue generated by the District will be determined by the number of students participating and the number of trips scheduled.

**STUDENT ACHIEVEMENT IMPACT:**

This is a safety item. Safe environments foster student character and personal well-being which could impact student achievement in a positive manner.

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

Agenda Item E.2.12.

**TRANSPORTATION SERVICES BETWEEN THE  
SANTEE SCHOOL DISTRICT AND THE CITY OF SANTEE**

**AGREEMENT**

THIS AGREEMENT is entered into between the Santee School District of Santee, California, hereinafter called "District" and the City of Santee, California, hereinafter called "City."

**WITNESSETH**

**WHEREAS**, the District and the City are mutually interested in and concerned with the provision of adequate transportation services from schools to the Santee Teen Center, and

**WHEREAS**, the District and the City are mutually interested in providing transportation services for Santee recreation programs, and

**WHEREAS**, the District has personnel, equipment, and other required facilities under its jurisdiction suitable for transportation services within their resources,

**NOW THEREFORE**, it is hereby mutually agreed as follows:

**A. INSURANCE AND INDEMNITY:**

1. Insurance Required. The District shall take out and maintain, during the performance of all terms of this Agreement, the following types and amounts of insurance. The term "insurance" shall be **understood** and agreed to include any self insurance provided to the District as a member of the San Diego County Schools Risk Management Joint Powers Authority as an authorized self-insurer.

- a. Commercial General Liability insurance with limits no less than \$2,000,000 per occurrence / \$4,000,000 aggregate, for bodily injury (including death), personal injury, sexual misconduct, and property damage;
- b. Commercial Automobile Liability insurance (any auto) with limits no less than \$1,000,000 per accident for bodily injury and property damage;
- c. Employer's Liability insurance with limits no less than \$1,000,000 per accident for injury or disease; and
- d. Workers' Compensation insurance as required by the State of California.

2. Evidence of Insurance. The District shall file with the City evidence of insurance certifying coverage as required above. Such evidence shall include original copies of acceptable additional insured endorsements, and a Certificate of Insurance (most recent version of Acord Form 25 or equivalent). All evidence of insurance shall be signed by a properly authorized officer, agent or qualified representative of the self-insured and/or insurer and shall certify the District as a named insured, and the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

3. Policy Provisions.



- a. The District will name the City and all of its officers, employees, volunteers, and agents as additional insured on all automobile liability policies required to meet the limits stated in section A.1. above, for the term of the agreement. As an additional insured, the City shall be expressly endorsed onto the policy as a cancellation notice recipient such that the City shall receive a copy of any cancellation notice in the event a policy is cancelled.
- b. Automobile Liability insurance policies shall contain a provision stating that the District's policies are primary insurance and that the insurance of the City or any named additional insureds shall not be called upon to contribute to any loss

4. Indemnity. The District shall indemnify, defend (with counsel acceptable to the City), and hold harmless the City, its officers, employees, volunteers, and agents against any and all claims, damages, liability, loss or injury to persons and property, cost or expenses, including attorney fees, resulting from the willful acts or sole negligence of the District or its officers, employees, or agents. This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the District.

5. District Liability. The District's liability for Transportation services shall begin upon entry to District vehicles and end upon exit from District vehicles.

**B. DISPUTE RESOLUTION:**

Any disputes concerning terms and conditions of this Agreement or performance thereunder shall be settled by mutual desire of both parties, through amicable negotiations within ninety (90) days. In the event that amicable negotiation does not produce mutually agreeable results, the parties agree to submit the dispute to nonbinding arbitration. The arbitrator will be selected by mutual agreement within thirty (30) days of written request for arbitration by either party. If there is no agreement, an arbitrator will be selected under the rules of the American Arbitration Association, upon written request of either party.

**C. TERMS AND CONDITIONS REGARDING TRANSPORTATION SERVICES FOR THE CITY OF SANTEE:**

- 1. The District shall provide transportation to the City as provided on Attachments A and B, in accordance with applicable State Laws and Regulation.
  - a. City shall provide District with reasonable prior notice of any change in the City's needs for transportation services under this Agreement, including any change in scheduling or pick-up locations. Notice shall be provided to:  
Charles Myers, Director  
Transportation Department.  
Santee School District  
9625 Cuyamaca Street  
Santee, CA 92071  
(619) 258-2337  
Charles.myers@santeesd.net

District shall make reasonable efforts to accommodate changes in the City's needs once it receives notice pursuant to this Subsection. Cancellation of

transportation services may be affected according to Subsection D of this Agreement.

- b. The District shall provide transportation to locations within County boundaries and locations mutually agreed to by the District and City.
2. The District shall submit to the City, a bill for the transportation service on a monthly basis.

Community Services Department  
Attn: DeVerna Rogers  
City of Santee  
10601 Magnolia Avenue  
Santee, CA 92071

3. The City shall pay the District on a monthly basis as follows:

**Teen Center:**

**\$13.39 per student per week.** The City shall provide the District with a weekly roster of students eligible to utilize the transportation program. The deadline for the City to submit the monthly roster to the District will be agreed upon by both parties. The District shall provide the City with an invoice based on the roster submitted by the City.

**Recreation Programs:**

City shall pay the District on a per trip basis for field trips. Each trip will be at a mutually agreed upon cost not to exceed the published field trip price per Attachment D. The City shall submit payment to the District within thirty (30) business days after receipt of the invoice.

4. District shall provide the same level of service and shall abide by all rules and regulations applicable to the District's normal operation of District school buses in the operation of the transportation services provided to the City under the terms of this Agreement.

**D. GENERAL PROVISIONS:**

This Agreement may be modified by the parties at any time by written agreement, executed by an authorized agent of each party. It is understood that all fees for service included in this agreement may be adjusted annually for inflation by written agreement of the parties.

The employees and other agents of the District are not the employees of the City. The term of this agreement shall be from July 1, 2018 through June 30, 2019; however, either party may terminate the same at any time upon thirty (30) days' notice in writing.

**City of Santee**

\_\_\_\_\_  
Marlene Best                      Date  
City Manager

Approved As To Form

\_\_\_\_\_  
City Attorney

**Santee School District**

\_\_\_\_\_  
Karl Christensen                      Date  
Assistant Superintendent  
Business Services

Approved by the Board of Education

On the \_\_\_\_\_ day of \_\_\_\_\_ 2018.  
Santee School District  
9625 Cuyamaca Street  
Santee, CA 92071-2674

**ATTACHMENT A  
TEEN CENTER**

1. The District shall provide transportation to the City of Santee Teen Center, located at, 8115 Arlette Street, Santee, from the following school sites.

Cajon Park  
Sycamore Canyon  
Prospect Avenue

Carlton Hills  
Hill Creek  
Rio Seco

Carlton Oaks  
Pepper Drive

2. Scheduled pick-up times will be set by mutual agreement of the Parties in August 2018. City of Santee will be notified of any time changes twenty-four (24) hours prior to the change. The District will provide notice to:

DeVerna Rogers, Recreation Supervisor  
Community Services Department  
City of Santee  
10601 Magnolia Avenue  
Santee, CA 92071  
(619) 258-4100 ext. 211  
drogers@cityofsanteeca.gov

3. The City shall be responsible for providing to the District a monthly roster of students participating in the program.

Students participating in this program are subject to the Bus Rules and Regulations (Attachment C) while riding the bus.

**ATTACHMENT B  
RECREATION PROGRAMS**

- A. The District shall provide transportation for recreation program field trips to the City of Santee from various City facilities to various locations within the County of San Diego as mutually agreed.
  
- B. Scheduled pick-up times will be set by mutual agreement of the Parties. City of Santee will be notified of any time changes twenty-four (24) hours prior to the change. The District will provide notice to:

DeVerna Rogers, Recreation Supervisor  
Services Manager  
Community Services Department  
City of Santee  
10601 Magnolia Avenue  
Santee, CA 92071  
(619) 258-4100 ext. 211  
[drogers@cityofsanteeca.gov](mailto:drogers@cityofsanteeca.gov)

## ATTACHMENT C

### SANTEE SCHOOL DISTRICT BUS RULES AND REGULATIONS

To make our transportation system as safe as possible, it is mandatory for all students to comply with the following rules and regulations that were established by the Santee School District Board according to State regulations. The parent or guardian will be held responsible for the cost of repair or replacement of any damaged to district property, plus any reward offered for information leading to the identification of the student or person that caused the damage.

Please discuss the following basic rules concerning school bus behavior with your child so that they may cooperate in providing a safe ride for all:

1. Only normal conversation is allowed in the bus. Rude, discourteous and annoying conduct is prohibited at all times.
2. Nothing is to be put out of the windows at any time. Objects are not to be thrown in to, out of or at the bus.
3. Students are to **remain seated** while the bus is in motion. The aisles are to remain clear and everyone is to face forward while sitting in the seats. If the bus seats are equipped with passenger restraint system (seat belts), they must be worn.
4. Preparation for boarding and departing from the bus will take place **after** the bus has come to a complete stop **and the door is opened**.
5. Emergency doors are to be used only for intended purposes. Students must keep their hands off emergency equipment as this is to be used in case of an accident or emergency.
6. Physical contact such as slapping, hitting, poking, shoving, pulling hair, etc. in the bus or while at the bus stop is unacceptable.
7. **NO** glass articles, of any kind are not allowed on the bus.
8. Animals, reptiles or insects of any kind are prohibited.
9. All students who must cross the street on which the bus is stopped, must cross in front of the bus with the bus driver.
10. Eating, drinking, and chewing gum is not permitted on the bus.
11. All students will refrain from using profane language, vulgar gestures, taunting and teasing, etc.
12. Damage to or defacing to the bus is prohibited.
13. Students must not tamper with bus controls at any time.
14. Spitting is prohibited at all times.
15. Students are to ride the bus to/from their designated bus stop only.
16. Students are to give accurate identification when requested by the driver.
17. Tobacco, lighters, and/or matches are not allowed on the bus.
18. Cell phones must be turned off and put away while on board the bus. If it is **SEEN, USED OR HEARD** it will be confiscated.
19. Any behavior that endangers the life or limb of riders or the driver, or that creates an unsafe condition will not be tolerated.
20. The bus driver is in charge of the bus and all students will show proper respect to

the driver of the bus. The bus driver may designate where students must sit on the bus.

**ATTACHMENT D  
FIELD TRIPS**

Date	Pickup time	Pickup location	Destination	Return pickup time	Dropoff	Notes	Fee
Tues, July 10 Wed, July 18 Wed, July 25 Wed, Aug 1 Wed, Aug 8 Wed, Aug 15	1:15 pm	Town Center Community Park East - next to YMCA over the bridge	Return trip from Town Center Community Park East to Big Rock Park	N/A	Big Rock Park		\$ 80 \$ 80 \$ 80 \$ 80 \$ 80
Wed, July 11	9:00 am	Big Rock Park	Coronado Tidelands Park	2:00 pm	Big Rock Park		\$ 375
Tues, July 17	9:00 am	Big Rock Park	Aquatica	3:30 pm	Big Rock Park	Late Return	\$ 610
Tues, July 24	9:00 am	Big Rock Park	Mission Beach	2:00 pm	Big Rock Park		\$ 375
Tues, July 31	9:30 am	Big Rock Park	Padres Game	3:30 pm	Big Rock Park	Late Return	\$ 375
Tues, Aug 7	9:30 am	Big Rock Park	Bowling & Boardwalk	2:15 pm	Big Rock Park		\$ 235



Consent Item E.2.13.  
Prepared by Karl Christensen  
April 17, 2018

Approval of Agreement with Bally Go Bragh  
(BGB) for Surplus Sales

**BACKGROUND:**

At the November 15, 2016 meeting, the Board of Education approved contracting with Bally Go Bragh (BGB) to work with the District to sell surplus items. BGB provides an online auction format through various resources including E-Bay. All legal requirements of the surplus item sales are included in the services provided by BGB. Additionally, a savings of personnel and labor costs to move items and coordinate sales is realized. It is a very effective resource to sell unwanted items that take up limited storage space. Any unwanted items can be surplus sold from its current storage location by BGB. Administration recommends renewing the agreement with BGB.

**RECOMMENDATION:**

It is recommended that the Board of Education approve the agreement for surplus asset management disposition services with Bally Go Bragh (BGB).

This recommendation supports the following District goal:

**Fiscal Accountability**

- Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility.

**FISCAL IMPACT:**

BGB to be paid 50% of the proceeds of surplus sales.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item E.2.13.

# Service Agreement

Service agreement is made between Bally Go Bragh (“BGB”), and Santee School District The effective date set below in the signature blocks of this agreement.

BGB agrees to:

1. Serve Santee School District , by selling surplus (new and used) education goods in an online auction forum and other surplus markets in compliance with California Education Code (most specifically sections 17540-07542, 17545-17547 and 61510-60511.)
2. Use industry standard, professional and workmanlike methods and means to sell said surplus in the manner outlined in supplement A of this service agreement. Supplement A outlines all service processes and commission fees.
3. Will execute this agreement, including its supplements at high ethical and professional standards in all face to face meetings, written communications, telephone conversations and any other means of communication.
4. Will treat all staff of Santee School District and any buyers of surplus merchandise with respect and dignity and without discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, age, sexual orientation or gender.
5. Will communicate any and all pertinent information regarding sales to Santee School District in a professionally timely manner.
6. Maintain proper professional and business licenses.
7. Maintain valid sales permit.
8. Maintain General Liability insurance of \$1,000,000 per occurrence, \$2,000,000 aggregate.
9. Maintain auto insurance with the following limits: \$1,000,000/\$1,000,000/\$500,000
10. Maintain dishonesty/fidelity bond in the amount of \$25,000.

Santee School District agrees to:

1. Assign a representative to be primary “contact person” for BGB related communications.
2. Provide a safe and clean environment for BGB to be able to reasonably preform duties as outlined in supplement A.
3. Follow the guidelines in supplement A regarding “holding and housing” assets assigned to be sold by BGB.
4. Provide any and all paperwork (if available) to BGB having to do with any assets being sold. (Examples include Pink slips for vehicles)
5. Have the legal right to sell any item(s) to be sold in connection with this agreement. Will indemnify and hold harmless BGB against all claims, damages, losses or costs arising in connection with any claim based on or arising from items sold or offered for sale in connection with this agreement or title, except if claim is based on the negligence or willful misconduct of BGB.
6. Post public notice of each sale, if not using a continuous notice, or inform BGB prior to “inventory” that public notice and/or board approval is necessary.

Both parties agree to the following:

1. Nothing in this service agreement establishes a partnership, joint venture, association or employment relationship between Santee School District and BGB.

Initials \_\_\_\_\_  
Initials \_\_\_\_\_

2. The length of this agreement is one year. Commencing on the date set below in the signature blocks until the same day the next calendar year. This agreement will automatically renew for a total of two(2) times in one year increments. Either party may terminate renewal with a 30-day notice.
3. Either party may terminate this agreement for material breach.
4. BGB cannot predict how much revenue will be produced for Santee School District through the described sales activities – we are using an open market venue and valuations can and do fluctuate.

General:

Disclaimer of Warranties.

BGB disclaims all warranties, express and implied, included, but not limited to, the implied warranties of merchantability, quiet enjoyment, quality of information, fitness for a particular purpose and title/non- Infringement. No oral or written information or advice given by BGB or its authorized representatives shall create a warranty or in any way increase the scope of BGB's obligations hereunder.

Limitation of Liability and Damages.

Except with respect to Santee School District indemnity obligations (except where noted, above) neither party nor any of its officers, employees, agents or contractors shall be liable to the other party or any other individual or entity for any indirect, incidental, special or consequential damages, including loss of profits, revenue, data, or use arising out of this agreement or the transactions contemplated hereby. In no event will BGB's liability arising out of or otherwise with respect to this agreement and the transactions contemplated hereby (whether in contract, tort or otherwise) exceed the greater of the maximum amount covered by any applicable insurance carried by BGB or the amounts received by BGB under this agreement during the twelve months prior to the date liability is determined.

Agreed and Acknowledged:

Santee School District

BGB

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

BGB/Bally Go Bragh  
 2320 Lawton Drive  
 Lemon Grove, CA 91945  
 619-987-2645 \* 619-838-7557

# Supplement A

## Auction Service, Schedule and Commissions

### General:

1. More than one contact may be named – but all communications will be sent to the primary contact first and filtered to other named contacts.
2. The named contact/representative (contact) will be instructed in the best practices, policies and procedures. In addition, BGB will, upon request, conduct an overview orientation (in person or via telephone) with any staff directly involved with the surplus liquidation activity.

### Auction/Sale Process Overview:

1. Upon notification of surplus to be auctioned. BGB will come to the site, meet with contact and conduct an Inventory Audit. The audit will consist of;
  - a. Identifying item(s) to be liquidated
  - b. Evaluate quality and salability of item(s)
  - c. Confirm start dates and pickup dates and locations.
  - d. Noting any desired minimum start prices of item(s)
2. For all item(s) estimated to be salable BGB will inventory. The number of item(s), their location and storage will be a factor in the time needed for the inventory. A typical inventory takes between 2 and 3 hours. The inventory will consist of;
  - a. Mark the items for sale, either with printed tape, or other obvious marking.
  - b. Create a list with general description and present location of item(s).
  - c. Take digital photos and/or video of item(s).
  - d. Determine with contact, the calendar of inspections, sale dates, pickup dates.
3. Inventoried items will then be listed and placed in an online auction.
  - a. Items will be classified, lotted and start prices for items will be determined by best practices and experience.
  - b. Auctions will be held online for 7 days.
  - c. Inspections of items will be offered to potential buyers.
  - d. If requested or required, BGB will provide an inventory list, with start prices and starting/ending dates. [REDACTED] initial.
  - e. If requested or required, BGB will provide an inventory list, with start prices and starting/ ending dates requiring approval prior to any listing activity. [REDACTED] initial.
4. Holding and Housing Item(s) inventoried and scheduled for sale.
  - a. Item(s) should remain accessible.
  - b. Item(s) should remain in same condition as when initially inventoried
  - c. Item(s) should remain inside or in a secure covered storage (if possible/feasible)
  - d. Item(s) should not be removed from inventory area unless BGB is notified.
  - e. Item(s) should remain secure through the duration of the surplus sales process.
5. Sold Item(s)
  - a. Monies (selling price plus any applicable sales taxes) will be collected from winning bidder (buyer.) **Only** paid for items will be released and scheduled for pickup.
  - b. Arrangements will be made with buyer for pickup based on pre-arranged pickup date/time.
  - c. Buyer, prior to pick up, will sign release of liability form and be given a bill of sale and any other pertinent paperwork for any and all items being purchased and picked up.
6. Unsold Item(s)
  - a. Re-offered for sale or released back to Santee School District.
  - b. The unsold item(s) plan is: [REDACTED]
7. Refunds & Refusals

- a. If a customer refuses pick up after viewing item(s) during pick up. A refund for that item will be issued depending upon method of initial payment.
  - b. The item(s) refunded will be either re-listed or placed into the unsold item(s) category and follow the plan as listed above.
  - c. If the customer, after signing for, accepting and removing the item then files a dispute with either PayPal, Ebay, or other supplier regarding item(s) the pertaining contract rules will be followed and Santee School District will be notified.
8. Item(s) that are Lost, Stolen, Damaged or Incomplete that have been sold and are obligated to a buyer will be
- a. Offered to the buyer at a discount, to be determined by BGB, or;
  - b. A refund issued to the buyer, or;
  - c. Charged to Santee School District at the selling price and treated as a completed sale.
9. Commissions - Commission is 50%
10. Payments for Sold Item(s)
- a. Sales taxes collected for any and all sales will be paid by BGB at the appropriate and lawful rate to the California Board of Equalization according to the schedule dictated by the seller's permit issued to BGB.
  - b. BGB will submit payment for all items sold in an "inventory", along with a detailed list of item(s) sold and unsold within five (5) working days of the pick ups. \* **Payment schedules will be determined and written based on specific details pertaining to each individual client choices of sold and unsold methods. FILL IN REQUIRED**
  - c. Detailed spreadsheet with inventory description and sales amounts will be included with every check.
11. General Sales Information
- a. Is board approval needed prior to each sales round? **YES NO**
  - b. Is there a continuous notification? **YES NO**
    - i. If no what is the notification protocol \_\_\_\_\_
    - ii. Who is responsible for \_\_\_\_\_
  - c. Is there assistance (forklifts, manpower, loading dock, pallet jack, etc.) available on site for use during pickups? **YES NO**
12. Additional Services Available
- a. Removal services - fee based
  - b. Organization, audit and sorting – fee based
  - c. Consultation – fee based

Agreed and Acknowledged:

Santee School District

BGB

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**BACKGROUND:**

The agreement for student transportation services between 43 San Diego County school districts for joint services to be provided by each district on an as-needed, as-available basis. Approving the student transportation services agreement would allow the District to utilize those services necessary to meet student field trip and/or regular or special education route needs as well as providing this same service to 42 San Diego County school districts.

**RECOMMENDATION:**

It is recommended that the Board of Education approve the agreement for student transportation services between San Diego County School Districts for joint services to be provided by each district on an as-needed, as-available basis for the term of July 1, 2018 through June 30, 2020.

This recommendation supports the following District goal:

**Fiscal Accountability**

- Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility.

**FISCAL IMPACT:**

The fiscal impact varies from year to year. Transportation services will be on an as-needed, as-available basis for all 43 school districts. Transportation fees will be as follows:

- Fees will be charged only for those days that a student is in attendance.
- For the transportation of students with disabilities, each district agrees to pay the transporting district's current daily rate.
- For field trip transportation, the districts mutually agree to pay the transporting district's published field trip rate.

**STUDENT ACHIEVEMENT IMPACT:**

Approval of the agreement will allow additional options to transport students to field trip enrichment activities and/or regular or special education routes to the school site learning center.

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

Agenda Item E.2.14.

**AGREEMENT FOR STUDENT TRANSPORTATION SERVICES  
BETWEEN  
SAN DIEGO COUNTY SCHOOL DISTRICTS**

This agreement is entered into between the SAN DIEGO COUNTY SCHOOL DISTRICTS of San Diego, California, as listed below, hereinafter called THE DISTRICTS.

This agreement is between the following school districts:

1. Alpine Union School District
2. Bonsall Unified School District
3. Borrego Springs Unified School District
4. Cajon Valley Union School District
5. Cardiff School District
6. Carlsbad Unified School District
7. Chula Vista Elementary School District
8. Coronado Unified School District
9. Dehesa School District
10. Del Mar Union School District
11. Encinitas Union School District
12. Escondido Union School District
13. Escondido Union High School District
14. Fallbrook Union Elementary School District
15. Fallbrook Union High School District
16. Grossmont Union High School District
17. Jamul-Dulzura Union School District
18. Julian Union High School District
19. Julian Union School District
20. La Mesa/Spring Valley School District
21. Lakeside Union School District
22. Lemon Grove School District
23. Mountain Empire Unified School District
24. National School District
25. Oceanside Unified School District
26. Poway Unified School District
27. Rancho Santa Fe School District
28. Ramona Unified School District
29. San Diego County Office of Education (Foster, Youth, and Homeless Education Program)
30. San Diego Unified School District
31. San Dieguito Union High School District
32. San Marcos Unified School District
33. San Pasqual Union School District
34. San Ysidro School District
35. Santee School District
36. Solana Beach School District
37. South Bay Union School District
38. Spencer Valley Elementary School District

39. Sweetwater Union High School District
40. Vallecitos School District
41. Valley Center-Pauma Unified School District
42. Vista Unified School District
43. Warner Unified School District

WITNESSETH

WHEREAS, THE DISTRICTS are mutually interested in and concerned with provision of adequate student transportation services, and

WHEREAS, THE DISTRICTS have personnel, equipment and other required facilities under its jurisdiction suitable for such student transportation services;

NOW THEREFORE, in order to continue and to improve the cooperative efforts of THE DISTRICTS it is hereby mutually agreed as follows:

TERMS AND CONDITIONS REGARDING STUDENT TRANSPORTATION SERVICES

1. TRANSPORTING STUDENTS

At the request of any of THE DISTRICTS, THE DISTRICTS may transport students between public and non-public schools and field trip locations located with County boundaries and locations mutually agreed to by both DISTRICTS.

Neither DISTRICT shall be compelled by this agreement to create new transportation routes to service the other District's students.

2. STUDENT BEHAVIOR CODE

THE DISTRICTS agree to the behavior codes for transporting Special Education students (Education Code Section 44807 attached as Exhibit A). Before THE DISTRICTS may suspend or terminate riding privileges, THE DISTRICTS must notify the administration or administration's designee. THE DISTRICTS shall provide each other with any information on behavior problems, to ensure the safety of the student(s) and driver(s).

3. MEDICAL RECORDS

THE DISTRICTS shall provide all medical history that is pertinent to the safety of the student(s) and driver(s) as permitted by state and federal law.

4. INSURANCE

THE DISTRICTS shall exchange Certificates of Insurance and shall name each other as additional insured for the term of this agreement, for \$1,000,000 per occurrence. THE DISTRICTS shall exchange copies of the certificates to show compliance.



Each DISTRICT agrees to indemnify and hold the other party harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party.

5. INDEMNIFICATION

Each DISTRICT agrees to mutually defend, indemnify, and save free and harmless each other DISTRICT, its officers, agents, and employees against any loss, injuries, claims, actions, causes of action, judgments, or liens arising from, or alleged to have arisen from, the intentional or negligent acts or omissions of the DISTRICT, its officers, agents, or employees.

6. TRANSPORTATION FEE

For the transportation of students with disabilities, THE DISTRICTS mutually agree to the current providing District's daily rate.

Fees will be charged only for those days that a student is in attendance.

For field trip transportation, THE DISTRICTS mutually agree to pay the District's published field trip rate.

7. TIME SCHEDULE

THE DISTRICTS shall mutually agree upon transportation schedules prior to implementation of service for each student.

**EXHIBIT A**

**EDUCATION CODE SECTION 44807 provides:**

Every teacher in the public schools shall hold pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of that school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of their duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.

The term of this agreement shall be from July 1, 2018 to June 30, 2020 providing that any DISTRICT may terminate the same at any time upon ten (10) days notice in writing. Transportation directors of all participating DISTRICTS will be notified when any DISTRICT chooses to terminate their participation.

**Alpine Union School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**Borrego Springs Unified School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**Cardiff School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**Chula Vista Elementary School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**Dehesa School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**Bonsall Unified School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**Cajon Valley Union School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**Carlsbad Unified School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**Coronado Unified School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**Del Mar Union School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**Encinitas Union School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**Escondido Union School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**Escondido Union High School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**Fallbrook Union Elementary School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**Fallbrook Union High School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**Grossmont Union High School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**Jamul-Dulzura Union School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**Julian Union High School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**Julian Union School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**La Mesa/Spring Valley School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**Lakeside Union School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**Lemon Grove School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**Mountain Empire Unified School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**Oceanside Unified School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**Rancho Santa Fe School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**San Diego County Office of Education**  
(Foster, Youth, and Homeless Education Program)

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**San Dieguito Union High School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**San Pasqual Union School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**National School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**Poway Unified School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**Ramona Unified School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**San Diego Unified School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**San Marcos Unified School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**San Ysidro School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**Santee School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**South Bay Union School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**Sweetwater Union High School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**Valley Center-Pauma Unified School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**Warner Unified School District**

Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**Solana Beach School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**Spencer Valley Elementary School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**Vallecitos School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

**Vista Unified School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2018.

Consent Item E.2.15.  
Prepared by Karl Christensen  
April 17, 2018

Authorization to Extend Contract For  
Purchase of Grocery /Snack, Commodity,  
and Non – Commodity Foods

**BACKGROUND:**

At the May 16, 2017 meeting, the Board of Education approved awarding the grocery/snack, commodities, and non-commodities bid to A&R Foods for the 2017-18 school year. Shortly after the contract began, A&R Foods was bought by Goldstar Foods.

Gold Star honored the original contract, including the flexibility to extend for two additional years. Board authorization is requested to extend the contract with Gold Star Foods for an additional year through the 2018-19 school year.

**RECOMMENDATION:**

It is recommended that the Board of Education grant authorization to extend the contract with Gold Star Foods for grocery/snack, commodity, and non-commodity foods with an option to extend the contract annually for up to one additional year.

This recommendation supports the following District goals:

**Learning Environment**

- Provide a safe, engaging environment that promotes creativity, innovation, and personalized learning.

**Fiscal Accountability**

- Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility.

**FISCAL IMPACT:**

The estimated cost of \$650.000 annually is to be funded from the Child Nutrition Fund.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item E.2.15.

Consent Item E.2.16.  
Prepared by Karl Christensen  
April 17, 2018

Authorization to Extend Contract for Purchase of Milk  
and Milk By-Products through the North County  
Educational Purchasing Consortium

**BACKGROUND:**

The bidding process for purchase of milk and milk by-products was done through the North County Educational Purchasing Consortium and the District has been purchasing off of this bid. The contract period is from July 1, 2017 through June 30, 2018 with an option to extend the contract annually for up to two additional years. Board authorization is requested to extend the contract with Hollandia Dairy for the procurement of milk and milk by products for the 2018-19 school year.

**RECOMMENDATION:**

It is recommended the Board grant authorization to extend the contract with Hollandia Dairy for the procurement of Milk and Milk By-Products for the 2018-19 fiscal year.

This recommendation supports the following District goals:

**Learning Environment**

- Provide a safe, engaging environment that promotes creativity, innovation, and personalized learning.

**Fiscal Accountability**

- Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility.

**FISCAL IMPACT:**

Approximately \$120,000 per year paid from the Child Nutrition Fund.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item E.2.16.

**BACKGROUND:**

On March 6, 2018, the Governing Board authorized Administration to seek bids utilizing a bid process to replace the roof and the HVAC system at the Educational Resource Center (ERC). The project is part of the District’s Proposition 39 Energy Plan. Webb-Cleff Architectural & Engineering, Inc. designed a roofing and HVAC replacement plan per recommendations in the Energy Audit conducted to qualify for Proposition 39 funds. A “Notice Inviting Bids” was sent to vendors who have registered to be on the District’s qualified vendors list and also advertised in the Daily Journal. A mandatory job walk was held on March 20, 2018. Fourteen vendors toured the facility to determine the scope of work. Three bids were submitted and the results are as follows:

<b>Vendor</b>	<b>Base Bid Includes:</b> HVAC, New Roof, 1200 Sq. Ft. Plywood, Sheeting Replacement, Demo Equipment Screen Walls, Replace Screen Walls 2 Sides Per Plans & Specifications	<b>Alternate 1:</b> New Screen Wall Panels, Remaining 2 Sides Per Plans & Specifications	<b>Total Bid</b>
A. O. Reed	\$305,000.00	\$56,000.00	\$361,000.00
Fordyce Construction	\$453,249.00	\$30,214.00	\$482,463.00
SWCS Inc.	\$475,371.26	\$48,012.35	\$523,383.61

Administration recommends awarding the bid to A.O. Reed which includes the following costs:

- Replacement of 6 HVAC units, including electrical and reconnection ~= \$100,000
- Replacement of roof ~= \$205,000

**RECOMMENDATION:**

It is recommended the Board of Education award the base bid only for \$305,000.00 to A.O.Reed for the ERC Roofing and HVAC Replacement project.

This recommendation supports the following District goals:

**Learning Environment**

- Provide a safe, engaging environment that promotes creativity, innovation, and personalized learning.

**Fiscal Accountability**

- Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility.



**FISCAL IMPACT:**

Total Proposition 39 funds allocated towards replacement of the 17 ERC HVAC units is \$100,000. 11 units were replaced prior to this bid for a cost of \$70,000.

For this bid, \$30,000 will come from Proposition 39 funding and \$275,000 from Deferred Maintenance funds.

The costs for Deferred Maintenance are partially offset by higher allocations of Prop 39 funds towards previously completed projects for which Deferred Maintenance funds were used. Therefore, the net impact to Deferred Maintenance is estimated to be approximately \$80,000.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item E.2.17.

Consent Item E.2.18.  
Prepared by Karl Christensen  
April 17, 2018

Adoption of Resolution No. 1718-28 for California  
Office of Emergency Services Designating Authorized  
Agents for the Purpose of Applying for Disaster  
Assistance Funding

**BACKGROUND:**

The District is submitting claims to the California Office of Emergency Services (CalOES) to receive disaster assistance funding for storm damages incurred in 2017. CalOES requires adoption of a Board Resolution designating the District's authorized agents for submitting required forms and documents. This resolution designates Karl Christensen, Assistant Superintendent Business Services, and Christina Becker, Director Facilities, as the authorized agents for the District.

**RECOMMENDATION:**

It is recommended that the Board of Education Adopt Resolution No. 1718-28 for California Office of Emergency Services Designating District Agents.

This recommendation supports the following District goals:

**Learning Environment**

- Provide a safe, engaging environment that promotes creativity, innovation, and personalized learning.

**Fiscal Accountability**

- Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility.

**FISCAL IMPACT:**

Adoption of the resolution allows the District to submit claims to the California Office of Emergency Services (CalOES) to receive disaster assistance funding.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item E.2.18.

RESOLUTION NO. 1718-28  
**DESIGNATION OF APPLICANT'S AGENT RESOLUTION  
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE SANTEE SCHOOL DISTRICT  
(Governing Body) (Name of Applicant)

THAT Karl Christensen, Assistant Superintendent, Business Services, OR  
(Title of Authorized Agent)

Christina Becker, Director, Maintenance Operations and Facilities, ~~OR~~  
(Title of Authorized Agent)

N/A  
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the SANTEE SCHOOL DISTRICT, a public entity  
(Name of Applicant)  
established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the SANTEE SCHOOL DISTRICT, a public entity established under the laws of the State of California,  
(Name of Applicant)  
hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

**Please check the appropriate box below:**

- This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.
- This is a disaster specific resolution and is effective for only disaster number(s) \_\_\_\_\_

Passed and approved this 17th day of April, 2018

**Dianne El-Hajj, President, Board of Education**

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

**CERTIFICATION**

I, Dustin Burns, duly appointed and Clerk of  
(Name) (Title)

Santee School District Board of Education, do hereby certify that the above is a true and correct copy of a  
(Name of Applicant)

Resolution passed and approved by the Board of Education of the Santee School District  
(Governing Body) (Name of Applicant)

on the 17th day of April, 2018.

\_\_\_\_\_  
Dustin Burns (Signature) Clerk, Board of Education (Title)

**Cal OES Form 130 Instructions**

**A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.**

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

**Resolution Section:**

**Governing Body:** This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

**Name of Applicant:** The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

**Authorized Agent:** These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

**Governing Body Representative:** These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

**Certification Section:**

**Name and Title:** This is the individual that was in attendance and recorded the Resolution creation and approval.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk. etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification.")

**BACKGROUND:**

The following personnel appointments, changes of status, leave requests, resignations, dismissals and consultant requests are submitted for Board consideration. Italicized information indicates a change.

**Certificated Staff**

**A. New Appointments:**

Employee	Location	Class/Step	Previous Annual Salary	New Annual Salary	Effective Date
1. Chisholm, Holly (replacing Sherry Thompson)	Special Education	IV-10	\$0.00	\$68,493.00	04-09-18 to 06-12-18

**B. Temporary Rehires:**

Employee	Location	Class/Step	Previous Annual Salary	New Annual Salary	Effective Date

**C. Change of Status/Location:**

Employee	Location	Class/Step	Previous Annual Salary	New Annual Salary	Effective Date
1. Anaya, Jenna (Temporary – replacing Sarah Lathers LOA)	Pepper Drive	IV-02	\$51,685.00	\$51,685.00	04-10-18 to 06-12-18
2. Brown, Laura	Chet F. Harritt	IV-01 to <i>IV-02</i>	\$50,504.00	<i>\$51,685.00</i>	01-08-18
3. Hodge, Kari	Cajon Park	IV-05	\$57,988.00	\$57,988.00	04-27-18 to 06-12-18

**D. Unpaid Leave Requests:**

Employee	Location	Class/Step	Reason	Recommendation	Effective Date
1. Van Dyke, Jamie	Long-Term LOA		Family	Approve	08-15-18 to 06-12-19

**E. Resignations:**

Employee	Location	Class/Step	Reason	Effective Date
1. Baehr, Lillian	Sycamore Canyon	VI-19	Retirement	06-13-18
2. Baker, Lynne	Sycamore Canyon	Vi-29	Retirement	06-12-18
3. McCarthy, Lynne	Hill Creek	VI-30	Retirement	06-13-18
4. Nugent, Susan	Pepper Drive	VI-25	Retirement	06-13-18
5. Schiering, Jolie	Special Education	V-08	Resignation	04-10-18

**F. 39-Month Reemployment:**

Employee	Location	Class/Step	Reason	Effective Date

**G. Dismissals:**

Employee	Location	Class/Step	Effective Date

**Classified Staff**

**H. New Appointments:**

Employee	Location	Position/Class/Hours	Previous Monthly Salary	New Monthly Salary	Effective Date
1. Chinchilla, Dina (replacing Laura Gonzalez)	Pepper Drive	Instructional Assistant, Limited English Proficient Services 20 A / 3.5 hrs	\$0.00	\$1,128.31	03-12-18
2. Gaus, Brittany	Cajon Park	Instructional Assistant, Special Ed II 21 A / 6.0 hrs	\$0.00	\$2,030.25	03-21-18

## Classified Staff continued

### H. New Appointments continued:

3. Green, Jody (replacing Henry Hill)	Cajon Park	Food Service Worker IA 20 A / 1.5 hrs	\$0.00	\$483.56	04-09-18
4. Haynes, Caroline	Rio Seco	Campus Aide CA A / 2.0 hrs	\$0.00	\$476.67	04-09-18
5. Mendez, Ashley	Hill Creek	Instructional Assistant, Special Ed II 21 A / 6.0 hrs	\$0.00	\$2,030.25	03-14-18
6. Mothersbaugh, Dorisa	Carlton Oaks	Instructional Assistant, Special Ed II 21 A / 6.25 hrs	\$0.00	\$2,114.97	04-09--18

### I. Rehires:

Employee	Location	Position/Class/Hours	Previous Monthly Salary	New Monthly Salary	Effective Date

### J. Change of Status/Location:

Employee	Location	Position/Class/Hours	Previous Monthly Salary	New Monthly Salary	Effective Date
1. Cutler, Judith	Cajon Park to <i>Rio Seco</i>	Instructional Assistant, Special Ed I 20 E / 6.0 hrs to 20 E / 6.25 hrs	\$2,450.76	\$2,553.04	04-10-18
2. Garrabrant, Ana Maria	Rio Seco to <i>Cajon Park</i>	Instructional Assistant, Special Ed I 20 E / 5.0 hrs to 20 E / 6.0 hrs	\$1,963.75	\$2,356.50	04-10-18
3. McVey, Kristine	Carlton Hills to <i>Carlton Oaks</i>	Instructional Assistant, Special Ed II 21 E / 6.0 hrs	\$2,477.25	\$2,477.25	04-09-18
4. Metelski, Brianna	Chet F. Harritt to <i>PRIDE Academy</i>	Campus Aide CA E / 3.25 hrs to CA E / 2.0 hrs	\$941.58	\$579.36	03-14-18
5. Kay-Moore, Zina	Transportation	Van Driver 22 A / 5.4 hrs to 22 A / 6.05 hrs	\$1,922.40	\$2,153.94	03-01-18
6. Seaboch, Margaret	Sycamore Canyon	Instructional Assistant, Special Ed II 21 B / 3.5 hrs to 21 B / 6.25 hrs	\$1,246.00	\$2,225.14	04-09-18

### K. Unpaid Leave Requests:

Employee	Location	Position/Class/Hours	Reason	Recommendation	Effective Date

### L. Resignations:

Employee	Location	Position	Reason	Effective Date
1. Shrock, Mallory	Human Resources	Personnel Technician	Outside employment	04-21-18

### M. 39-63 Month Reemployment:

Employee	Location	Position/Class/Hours	Effective Date

### N. Dismissals:

Employee	Location	Position	Effective Date

### RECOMMENDATION:

It is recommended that the Board of Education approve the listed personnel appointments, changes of status, leave requests, resignations, dismissals, and consultants.

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

Agenda Item E.3.1.

Consent Item E.3.2.

Approval of Agreement with Kontraband Interdiction and Detection Services, Inc. (K.I.D.S.) for the 2018-2019 School Year

Prepared by Tim Larson  
April 17, 2018

### **BACKGROUND**

On August 7, 2012, the Board of Education approved to use Kontraband Interdiction and Detection Services, Inc. (K.I.D.S.) for the 2012-13 school year to address the increasing number of student incidents involving illegal drugs, alcohol, and tobacco and drug paraphernalia. The primary purpose of this program is to provide another tool to monitor 6<sup>th</sup> – 8<sup>th</sup> grade students and minimize the potential of contraband being brought onto school sites.

K.I.D.S. has worked with administrators during random visits since 2012 providing 3-4 visits per site each year. A team typically visits 2-3 schools in one day. Inspections are performed on an unannounced basis to protect the integrity of the program. K.I.D.S. excludes the use of their canines to "sniff" individuals under any circumstance(s). Consultants working for K.I.D.S. have extensive backgrounds enabling them to provide education on topics such as drug awareness, substance abuse, gangs and prevention. This complements the overall objective of assuring a safe and healthy learning environment both on and off school grounds.

### **RECOMMENDATION**

It is recommended that the Board of Education approve the agreement to continue using K.I.D.S. for canine drug detection services for the 2018-2019 school year.

### **FISCAL IMPACT**

The agreement with Kontraband Interdiction and Detection Services, Inc. is for (14) full-day visits at \$550 each visit for a total of \$7,700 and will be paid from the General Fund. A 2% discount will apply if payment is prepaid by July 13, 2018.

### **STUDENT ACHIEVEMENT**

Providing students with a safe and healthy campus enhances student learning.

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

Agenda Item E.3.2.



**CONTRABAND INTERDICTION & DETECTION SERVICES, INC.**

**California Corporate Headquarters:**

1550 Mchenry Avenue ~ Modesto, California 95350

**Texas Corporate Headquarters:**

9011 Champions Way – Bldg. #2 ~ Streetman, Texas 75859

**SANTEE SCHOOL DISTRICT**

**(DISTRICT)**

**2%EARLY PAYMENT AGREEMENT- PAID IN FULL BY JULY 13, 2018/  
5:00 PM-PST**

*This shall serve as an agreement by and between the **(CONTRACTOR)** and the **(DISTRICT)** for substance awareness, consulting and detection services for the period of 08/01/2018 thru 06/30/2019. It is understood that the **(DISTRICT)** has established a written and communicated policy clearly defining all weapons and drugs of abuse, (in the broadest terms), i.e.; illicit drugs, alcoholic beverages, firearms, pyrotechnics, weapons and tobacco as prohibited contraband. This policy has been dispersed throughout the **(DISTRICT)**'s locations where **(CONTRACTOR)**'s service will be utilized. Violations are considered detrimental to the welfare of all students, employees, visitors and contrary to the **(DISTRICT)**'s desire to maintain a safe and healthy learning environment.*

***(CONTRACTOR)** will provide contraband detection canines, inspections and consulting services using non-aggressive detection canines certified as a reliable team to detect (Illicit drugs – Alcoholic beverages – Pyrotechnics) and qualified professionally trained personnel. Such services may be conducted on an unannounced basis under the auspices and direction of the **(DISTRICT)** administration with **(CONTRACTOR)** acting on behalf of the **(DISTRICT)** while conducting such services. Common areas, lockers, automobiles, vacant classrooms and grounds shall be subject to inspections at the **(DISTRICT)**'s sole discretion. Contraband seized on the **(DISTRICT)**'s property is the responsibility of the **(DISTRICT)**. Suspected illicit drugs of abuse may be field tested to provide the **(DISTRICT)** with a preliminary or presumptive identification of the suspected drug. **(DISTRICT)** and their personnel understand such test are not conclusive and should be further tested by a qualified agency in the event the **(DISTRICT)** decides to declare and/or act on such suspected evidence. **(CONTRACTOR)**'s policy and procedures prohibits the use of detection canines to "sniff" individuals under any and all circumstances. **(DISTRICT)** agrees only the certified handler can determine an alert/indication by the canine and **(DISTRICT)** agrees item(s) the canine alerted on will be inspected by the certified handler with the owner's permission. Any item inspected by the **(DISTRICT)** may not and in some instances cannot validate the canine alert/indication and could affect the canine/handler's stats and therefore could jeopardize the **(DISTRICT)**'s required 'reasonable suspicion' standards in concert with past case law to legally 'search' the item(s) under the 4<sup>th</sup> Amendment and be in breach of this agreement. **(CONTRACTOR)**'s policy also precludes discriminating against a single item.*





**California Corporate Headquarters:**  
1550 Mchenry Avenue ~ Modesto, California 95350

**Texas Corporate Headquarters:**  
9011 Champions Way – Bldg. #2 ~ Streetman, Texas 75859

***(CONTRACTOR) agrees to provide (14) FULL day visits during the term of the above referenced contract period. Additional visits may be scheduled upon mutual agreement between (CONTRACTOR) and the (DISTRICT). A FULL DAY visit shall be defined as the normal hours of operation of DISTRICT schools. The fee for a FULL day visit will be (\$550.00) per team. Multiple teams will be charged on a per team basis.***

***(CONTRACTOR) will invoice for services on a monthly basis whereas the (DISTRICT) agrees to pay in full for services within (30) calendar days of receipt of such invoice. In the event an invoice remains unpaid for more than (30) calendar days, (DISTRICT) agrees to pay a late fee not to exceed (10%) of the amount due per month. The unpaid invoice(s) and late fees will accumulate per month until the balance and late fees are paid in full. (CONTRACTOR) will coordinate schedules with the designated (DISTRICT) administrator concerning inappropriate days. (DISTRICT) agrees to provide a calendar of inappropriate days not to visit the month prior to service. (DISTRICT) agrees that all other days on which students are in attendance are acceptable and visits "NOT" previously scheduled as inappropriate will be charged at the above rate unless (CONTRACTOR) visits a neighboring client on that day. CONTRACTOR and DISTRICT agree to make reasonable efforts to replace a declined visit at a DISTRICT school not previously scheduled as inappropriate with another DISTRICT school on that same day.***

***Insurance: CONTRACTOR shall maintain in full force and effect during the entire term of this Agreement liability insurance with a minimum coverage limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. CONTRACTOR shall name DISTRICT as an additional insured on their policy and provide a copy of said policy to the DISTRICT upon request. CONTRACTOR shall also maintain in full force and effect during the entire term of this Agreement workers compensation insurance for all of its employees with the minimum coverage limits required by law.***

***Indemnification: CONTRACTOR agrees to indemnify and hold harmless DISTRICT from any and all claims, damages, liabilities, or costs, including reasonable attorney's fees and defense costs, directly relating to the acts, errors, or omissions of officers, employees, or agents of the CONTRACTOR.***

***Independent Contractor: CONTRACTOR shall be and remain an Independent Contractor with respect to all services performed under the contract. CONTRACTOR accepts full and exclusive liability for the payment of any and all contributions of taxes for social security, workers compensation insurance, Medicare, unemployment insurance, or retirement benefits, pensions or annuities, now or hereafter imposed under the State and Federal law, salaries or other remuneration paid to persons hired, including deposits of income tax withholding amount due, and it agrees to indemnify and hold harmless DISTRICT from any claims for contributions, taxes or liabilities thereof.***



**California Corporate Headquarters:**  
 1550 Mchenry Avenue ~ Modesto, California 95350  
**Texas Corporate Headquarters:**  
 9011 Champions Way – Bldg. #2 ~ Streetman, Texas 75859

**All persons performing work hereunder shall, at all times, be recognized as CONTRACTOR’s employees and work under CONTRACTOR’s control and supervision. CONTRACTOR’s employees shall not be deemed employees of DISTRICT for any purpose, and shall not acquire any rights or benefits provided for employees of DISTRICT.**

**Termination: Either party may terminate this AGREEMENT for any reason by providing the other party with thirty (30) calendar day’s advance written notice. In the event of termination, CONTRACTOR shall be paid for any services rendered up to the effective date of termination at the rate per FULL DAY visit per team specified above.**

\*Contract is only valid if signed by CEO or GM & only for (30) days from the date of CEO’ or GM signature.  
 (CONTRACTOR) is registered by the D.E.A. and the appropriate California regulatory agencies during the full term of this agreement.

Kontraband Interdiction & Detection Services, Inc. (K.I.D.S)

FOR THE DISTRICT: Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

X \_\_\_\_\_  
 Authorized Only If Signed By: Date  
Steven K. Essler, President & CEO or  
Sue Coelho, General Manager

\_\_\_\_\_  
 Asst., Supt., HR/Pupil Service  
 SIGNATURE TITLE  
 Tim Larson  
 PRINT NAME

**“Distinguished by Our Professional Standards, Nationwide!”**

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**\*PLEASE RETURN THE ‘COPY’ OF THE EXECUTED AGREEMENT, VIA MAIL. RETAIN THIS ONE FOR YOUR FILES\***

Consent Item E.3.3. Approval of Teacher Induction Program Agreement with SIATech for 2017-2018

Prepared by Tim Larson  
April 17, 2018

**BACKGROUND:**

This agreement is to establish a working relationship with the SIATech to set forth conditions to support the District’s Beginning Teacher Support and Assessment (BTSA) Induction Program. Among other obligations, SIATech and the District agree to:

- Maintain commission-approved status
- Provide Formative Assessment System (FAS) and other mentoring and program training for support providers (mentors) and participating teachers
- Maintain and monitor the Google Classroom platform for support providers and participating teachers
- Provide compensation for District mentors per teacher assignments
- Maintain communication regarding program participants and support providers
- Identify eligible participating teachers
- Provide release time for support providers, as needed, to observe participating teachers as required by program completion requirements

This agreement will be in effect for the 2017-2018 school year.

**RECOMMENDATION:**

It is recommended that the Board of Education approve the teacher induction program agreement with SIATech.

**FISCAL IMPACT:**

There annual cost will depend on the use of the program.

**STUDENT ACHIEVEMENT IMPACT:**

This agreement will support new teachers to successfully complete program requirements for a clear credential.

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

Agenda Item E.3.3.



2611 Temple Heights Dr., Ste. A, Oceanside, CA 92056 • [www.SIATech.org](http://www.SIATech.org)

## **Induction Program District/School Agreement 2017-2018**

### **District/School Name:**

This is an agreement between the Commission-approved SIATech Induction Program and California schools and districts. The purpose of this agreement is to establish a working relationship to set for conditions that will outline this partnership.

### **SECTION 1**

#### **The SIATech Induction Program agrees to:**

1. Maintain commission-approved status with the Commission on Teacher Credentialing by establishing, maintaining, and submitting accurate records required as part of the accreditation process.
2. Provide for the selection and services of an Induction Program Director.
3. Provide Formative Assessment System (FAS) and other mentoring and program training for support providers (mentors).
4. Provide Formative Assessment System (FAS) and program training for participating teachers.
5. Maintain and monitor the Google Classroom platform for support providers and participating teachers.
6. Recommend only those candidates who successfully complete program requirements for a clear credential.
7. Maintain communication with schools/districts regarding program participants and support providers.
8. Invoice responsible party based on option selected below:
  - Invoice district/school \$2,250 per year (\$2,750 per year for Early Completion Option).
  - Invoice participating teacher \$2,250 per year (\$2,750 per teacher for Early Completion Option).
9. Notify SIATech Finance of successful mentor program completion to forward mentor stipend to District/School for distribution to the support provider as compensation for and in recognition of services performed for the Induction participating teacher in the supervisory mentor's charge.
10. Within 30 days of notification from the Induction Director, process stipend to district/school for services completed in accordance to the SIATech Induction Mentor Memorandum of Understanding (MOU) at the payment amount of \$1,800 per teacher assigned to mentor.

### **SECTION 2**

#### **The School/District agrees to:**

1. Identify eligible participating teachers according to state criteria for eligibility.
2. Provide timely notification of new hires eligible for induction to the program by October 1.
3. Assist with support provider selection, as needed, understanding that the best match is by school/grade level/content. Education Specialist candidates must be matched with a mentor holding a clear Education Specialist credential.
4. Ensure all support providers understand their responsibilities to and the requirements of the SIATech Induction Program outlined in the Mentor Memorandum of Understanding, including mandatory attendance to training.
5. Provide release time for support providers, as needed, to observe participating teachers as required by program completion requirements.

6. Provide release time for participating teachers to observe veteran teachers as required by program completion requirements.
7. Pay SIATech based on the payment option selected in SECTION 1 (item 8) of this document, if applicable.
8. Upon request, participate in the evaluation of the SIATech Induction Program.

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Title	Date
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Beverly Gilbert

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SIATech Representative Signature	Printed Name
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Director of Professional Development

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Title	Date
-------	------

Return signed document to:  
 Sheryl Armstrong, Professional Growth Coordinator  
[sheryl.armstrong@siatech.org](mailto:sheryl.armstrong@siatech.org)

**BACKGROUND:**

On November 7, 2017, the Board of Education approved the employment of a short term Instructional Assistant, Special Education II position at Carlton Hills School until permanent status can be determined. Due to special circumstances, administration recommends extending the short term Instructional Assistant, Special Education II position awaiting non-public school placement.

In addition, the need for 1:1 assistance is required for a student through the end of the 2017-18 school year at Rio Seco School. Administration has also determined the need for a Guest Teacher at Hill Creek School until a student receives final placement in a non-public school setting.

As part of the on-going Digital Learning Initiative program, short term clerk typist and mover positions will be needed for the preparation and distribution of iPads to students for the 2018-2019 school year.

Education Code section 45103 allows a governing Board to employ "short term employees" by designating the classification needed and a start and end time for the service. Presented tonight for Board approval are several short term employment opportunities.

**RECOMMENDATION:**

It is recommended that the Board of Education approve short term employment for the following positions:

- One (1) 6.0-hour Instructional Assistant, Special Education II position at Rio Seco School; April 9 – June 12, 2018
- One (1) 6.0-hour Instructional Assistant, Special Education II position at Carlton Hills School; March 23 – April 30, 2018
- One (1) full-time Guest Teacher assignment at Hill Creek School, April 9 – April 27, 2018
- Up to six (6) Clerk Typist II positions for up to eight (8) hours per day; from June 4 – September 28, 2018
- Up to four (4) Mover positions for up to eight (8) hours per day; from May 31 – September 30, 2018

**FISCAL IMPACT:**

The approximate cost to employ the short term positions are as follows:

- 6.0-hour Instructional Assistant, Special Education II positions – \$117 per position, per day
- Guest Teacher assignment - \$115 - \$125 per day
- Clerk Typist II positions - \$161 per position, per day
- Mover positions - \$150 per person, per day

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item E.3.4.

Consent Item E.3.5.

Adoption of San Diego County Office of Education and Santee School District Plan for Serving Expelled Pupils

Prepared by Tim Larson  
April 17, 2018

**BACKGROUND:**

Per Ed Code 48926, the plan for expelled students enumerates existing educational alternatives for expelled pupils, identifies gaps in educational services, and indicates strategies for filling those service gaps. The plan must be completed every three years.

Plans for serving expelled pupils will be adopted for the 2018 - 2021 school years.

**RECOMMENDATION:**

It is recommended that the Board of Education adopt the San Diego County Office of Education and Santee School District Plan for Serving Expelled Pupils.

**FISCAL IMPACT:**

There is no cost to the General Fund as a result of this item.

**STUDENT ACHIEVEMENT IMPACT:**

It is the intention of the District to seek every means possible to provide a quality educational setting for each and every student.

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

Agenda Item E.3.5.



**PLAN FOR SERVING EXPELLED PUPILS**

**SAN DIEGO COUNTY OFFICE OF EDUCATION**  
**AND SAN DIEGO COUNTY DISTRICTS**

**2018 – 2021**

District Name: Santee School District

Superintendent: Kristin Baranski

\_\_\_\_\_  
District Superintendent's Signature

\_\_\_\_\_  
Date

**SANTEE SCHOOL DISTRICT**  
District Existing Educational Alternatives for Expelled Youth

**School District Overview**  
*Board Approval Date 6-3-03*

The Santee School District seeks every means possible to provide a quality educational setting for each and every student. To that end, the District has initiated a number of options to meet the needs of expelled students.

**Grades K-8**

The Santee School District offers the following options for expelled youth, depending on the nature of the offense and specific Education Code violation:

1. Suspended expulsion with placement at the same school with other means of correction as described in a rehabilitation plan.
2. Suspended expulsion with placement at a different school within the same District with other means of correction as described in a rehabilitation plan.
3. Suspended expulsion with placement in a District operated Community Day School (Santee Success Program) with other means of correction as described in a rehabilitation plan.
4. Suspended expulsion with placement in a Home Tutor program with other means of correction as described in a rehabilitation plan.
5. Suspended expulsion with placement in a Home School program with other means of correction as described in a rehabilitation plan.
6. Expulsion with referral to the San Diego County Office of Education Court and Community School/Day Center Program with a rehabilitation plan.

When there are sufficient numbers of expelled K-6 students in an area, a regional San Diego County Office of Education operated Community School (Summit School) may be developed with the following specifications:

- to be centrally located in the region
- parents must provide transportation

Actual referrals to such a placement are made by the District Governing Board, with recommendations from the District Discipline Review Board, SARB, or a similar district referral process. Rehabilitation plans are written for each individual student according to Education Code 48916. (See attached chart for specific district and County Office of Education programs and services available for expelled students.)

**Santee**

**Educational Alternatives and Services for Expelled Students (Part I A)**

District	Community Day School			Other Alternative Placement			Counseling			Support Groups			Conflict Mgmt. Peer Mediation			Tutoring Program		
	K-6	6-8	9-12	K-6	6-8	9-12	K-6	6-8	9-12	K-6	6-8	9-12	K-6	6-8	9-12	K-6	6-8	9-12
Santee		X					X	X		X	X		X	X		X	X	

**Educational Alternatives and Services for Expelled Students (Part I B)**

District	Community Services			Job Training			Employment			Independent Studies			Other		
	K-6	6-8	9-12	K-6	6-8	9-12	K-6	6-8	9-12	K-6	6-8	9-12	K-6	6-8	9-12
Santee															

**Special Education Programs/Services for Expelled Students (Part II A)**

District	Physical Occup. Therapy			Vision Services			Counseling Guidance			Parent Counseling/Guid.			Health & Nursing		
	K-6	6-8	9-12	K-6	6-8	9-12	K-6	6-8	9-12	K-6	6-8	9-12	K-6	6-8	9-12
Santee	X	X		X	X		X	X		X	X		X	X	

**Special Education Programs/Services for Expelled Students (Part II B)**

District	Social Worker			Vocational Ed. Career Dev.			Assessments			Special Day Classes			Resource Specialist Program			Audiological Services		
	K-6	6-8	9-12	K-6	6-8	9-12	K-6	6-8	9-12	K-6	6-8	9-12	K-6	6-8	9-12	K-6	6-8	9-12
Santee	X	X					X	X		X	X		X	X		X	X	

**Special Education Programs/Services for Expelled Students (Part II C)**

District	Orientation & Mobility Inst.			Home/Hospital Instruction			Adapted P.E.			Recreational Services			Services for Low Incidence			Other Special Ed Services		
	K-6	6-8	9-12	K-6	6-8	9-12	K-6	6-8	9-12	K-6	6-8	9-12	K-6	6-8	9-12	K-6	6-8	9-12
Santee	X	X		X	X		X	X					X	X				

**PLAN FOR SERVING EXPELLED PUPILS**

**SAN DIEGO COUNTY OFFICE OF EDUCATION  
AND SAN DIEGO COUNTY DISTRICTS**

**2018 - 2021**

**San Diego County Office of Education**

**Superintendent**

**San Diego County Board of Education**

**Guadalupe González  
Paulette Donnellon  
Mark Powell  
Alicia Muñoz  
Rich Shea**

**Approved by the County Superintendent of Schools**

\_\_\_\_\_  
**Dr. Paul Gothold, Superintendent**

\_\_\_\_\_  
**Date**

## INTRODUCTION

Education Code - 49826

Each County superintendent of schools in counties that operate community schools pursuant to Section 1980, in conjunction with superintendents of the school districts within the County, shall develop a plan for providing educational services to all expelled pupils in that County. The plan shall be adopted by the governing board of each school district within the County and by the County Board of Education.

The plan shall enumerate existing educational alternatives for expelled pupils, identify gaps in educational services to expelled pupils, and strategies for filling those service gaps. The plan shall also identify alternative placement for pupils who are expelled and placed in district Community Day School programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils, as determined by the governing board.

Each County superintendent of schools, in conjunction with the superintendents of the local school districts, shall submit to the Superintendent of Public Instruction the County plan for providing educational services to all expelled pupils in the County no later than June 30, 2003, and shall submit a triennial update to the plan to the Superintendent of Public Instruction, including the outcome data pursuant to Section 48916.(1) on June 30<sup>th</sup> thereafter.

Education Code - 48916.(1)

At the time an expulsion of a pupil is ordered, the governing board of the school district shall ensure that an educational program is provided to the pupil who is subject to the expulsion order for the period of the expulsion, but only the extent funds are appropriated for this purpose in the annual Budget Act or other legislation, or both.

### **San Diego County Plan**

Educational programs within San Diego County provide numerous opportunities for students who are in need of traditional and/or alternative educational programs. Individual school districts offer a broad spectrum of service and the San Diego County Office of Education offers additional options, this combination provides a continuum of alternatives to expelled students.

A student whose behavior has resulted in expulsion is given a rehabilitation plan created by their district of residence. This plan may involve one or more of the options outlined in the 3-year plan [see matrices on Education Alternatives and Services for expelled students]. A student who is simply in the need of an educational alternative may also access these programs through a District and/or County referral process.

## **Gaps in Educational Services to Expelled Pupils and Strategies for Filling the Service Gaps**

Four major gaps that were identified in 2003 and carried forward in subsequent plans through the 2012 - 15 version. Strategies were proposed and implemented to address these gaps over those years. For the 2015 - 18 plan, two of the original gaps remain, along with three new gaps that have been identified.

These gaps are addressed on pages 4 through 9. Current strategies to address each gap are followed by a summary of discussion on the effectiveness of the strategies. Discussion summaries from previous plans are also included. Discussion centers on the following questions:

- a. Were the strategies successful? If not, what were the obstacles?
- b. What additional strategies were implemented? Were they successful?

Strategies which will be used to address each gap during 2015 - 18, follow the discussion summary for each gap.

Alternative placements for pupils who are expelled and placed in district community day school programs but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils, as determined by the governing board are outlined on page 11.

Finally, following the alternative placement (page 11) is the regional articulations between districts and the County Office of Education (page 12) that contains a discussion of the articulation and coordination between school districts and with the County office of education in providing educational placements for expelled pupils.

Has been done since 2003, the San Diego County Plan for Serving Expelled Students for 2018 - 21, is approved by local school boards, and is signed by local district superintendents and the County superintendent of schools.

Administrator Recommendation of Expulsion		
MUST RECOMMEND EXPULSION (Mandatory Recommendation)	SHALL RECOMMEND UNLESS PARTICULAR CIRCUMSTANCES RENDER INAPPROPRIATE (Quasi-Mandatory Recommendation)	MAY RECOMMEND EXPULSION (Discretionary Recommendation)
<p><b>Education Code 48915(c)</b> Limited to acts committed at school or at a school activity off school grounds.</p> <p>The principal or superintendent of schools shall immediately suspend and recommend expulsion of a pupil that he or she determines has committed any of the following acts:</p> <p>A. Possessing, selling, or otherwise furnishing a firearm.</p> <ul style="list-style-type: none"> <li>• Does not apply to an act of possessing a firearm if the pupil had obtained prior written permission from the school.</li> <li>• Applies only if the act of possessing a firearm is verified by an employee of a school district.</li> <li>• Possessing an imitation firearm is not an offense for which suspension or expulsion is mandatory.</li> </ul> <p>B. Brandishing a knife at another person.</p> <p>C. Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.</p> <p>D. Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.</p> <p>E. Possession of an explosive.</p> <ul style="list-style-type: none"> <li>• The term "explosive" mean "destructive device" as described in Section 921 of Title 18 of the United States Code.</li> </ul> <p>Per EC 48915(e) the recommendation for expulsion shall be based on one or both of the following:</p> <p>(1) That other means of correction are not feasible or have repeatedly failed to bring about proper conduct.</p> <p>(2) That due to the nature of the violation, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.</p>	<p><b>Education Code 48915(a)(1)</b> Limited to acts committed at school or at a school activity off school grounds.</p> <p>The principal or the superintendent of schools shall recommend the expulsion, unless the principal or superintendent determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct</p> <p>A. Causing serious physical injury to another person, except in self-defense.</p> <p>B. Possession of any knife or other dangerous object of no reasonable use to the pupil.</p> <p>C. Unlawful possession of any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, except for either of the following:</p> <p>(i) The first offense for the possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis.</p> <p>(ii) The possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil by a physician.</p> <p>D. Robbery or extortion.</p> <p>E. Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon any school employee.</p> <p>Per EC 48915(b) the recommendation for expulsion shall be based on one or both of the following:</p> <p>(1) Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.</p> <p>(2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.</p>	<p><b>Education Code 48900.</b> Includes acts committed while at school, while going to or coming from school, during activity whether on or off campus, or while going to and from a school activity.</p> <p>A. Physical injury</p> <ol style="list-style-type: none"> <li>1. caused, threatened or attempted</li> <li>2. willful force or violence</li> </ol> <p>B. dangerous objects</p> <p>C. alcohol or other drugs - under the influence</p> <p>D. Sale of look-alike substance represented to be alcohol or other drugs.</p> <p>E. Robbery/extortion</p> <p>F. Damage to property</p> <p>G. Theft</p> <p>H. tobacco</p> <p>I. obscenity/profanity/vulgarity</p> <p>J. drug paraphernalia</p> <p>K. disruption/defiance</p> <p>L. receipt of stolen property</p> <p>M. imitation firearm possession</p> <p>N. sexual assault or battery</p> <p>O. harassment, threatening a pupil witnesses</p> <p>p. selling the prescription drug soma</p> <p>q. engaged or attempted to engage in hazing</p> <p>r. bullying (including an electronic act) toward student(s) or school personnel</p> <p>s. aiding and abetting - infliction or attempted infliction of physical injury - (suspension only except as defined)</p> <ul style="list-style-type: none"> <li>▪ sexual harassment (EC 48900.2) (grades 4-12 only)</li> <li>▪ hate violence (EC 48900.3) (grades 4-12 only)</li> <li>▪ harassment, threats and intimidation (EC 48900.4) (grades 4-12 only)</li> <li>▪ terrorist threats (EC 48900.7)</li> <li>▪ electronic devices (EC 48901.5)</li> </ul> <p>Per EC 48915(b) the recommendation for expulsion shall be based on one or both of the following:</p> <p>(1) Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.</p> <p>(2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.</p>

**SAN DIEGO COUNTY AND DISTRICT GAPS AND STRATEGIES IN EDUCATIONAL SERVICES TO EXPELLED STUDENTS**

**SAN DIEGO COUNTY AND DISTRICT GAPS AND STRATEGIES IN EDUCATIONAL SERVICES TO EXPELLED STUDENTS**

Four gaps were initially identified in the 2003 and continued in subsequent versions of the plan. Of those, three gaps no longer exist. Three additional service gaps were also identified and addressed for the first time in the 2015 – 2018 version of the plan.

The following Gaps were identified in 2003 and carried forward in all subsequent versions of this plan. These Gaps are now considered to have been resolved.

- i. GAP: A full continuum of services is not available at each of the sites operated by the County Office of Education. Some of the Juvenile Court & Community School (JCCS) regions have more services to offer than others.

RESOLUTION: In 2009, JCCS maintained 66 sites. In 2012, the number of sites was 62. During 2014 - 2015, SDCOE reduced the number of community school sites to 24. As a result of the consolidation, all sites now offer a full continuum of services.

- ii. GAP: Placements may not always be available for expelled students in the nearest community school.

RESOLUTION: As a result of the consolidation of sites described above, all JCCS sites have the capacity a continuum of services needed to support the needs of their students in the site located closest to the student.

- iii. GAP: Students who have failed their placement in district community schools or do not have a community School must be referred to other district programs or to a County operated community school. If the student fails the program or commits another expulsion type offense, there may not be any viable alternative remaining.

RESOLUTION: SDCOE's Juvenile Court and Community Schools (JCCS) accepts referrals on students who have committed expulsion type offences while enrolled in district community schools. JCCS also retains students in their system, even when they've committed expulsion type offences, by altering their placement and services to respond to the issue at hand. Operating on a blended model of instruction, JCCS is able to provide a range of formats to meet the individual needs of each student ranging from daily attendance to distance learning. JCCS has also made major investments in and relies heavily on the effective use instructional technology as a component of their blended learning model. This approach allows JCCS to tailor their programs to the individual needs of their students.

The following Gaps in service were identified in the 2015 – 2018 plan; of those, one, Gap 2, was resolved, and though progress was made, four gaps remain within the County of San Diego and will remain the focus of our work for the 2018 – 2021 plan.



## Gap #1

Students in grades one through six who are expelled do not have the same educational options available as do expelled youth who are in grades seven through twelve, due to the limited numbers of students who are expelled in these lower grades. These younger students cannot attend programs designed for middle and high school students.

### A. Strategies that have been used to address this gap:

1. Expulsion and placement in district-operated community day school where available.
2. The K-6 school districts will continue to offer available options, which may include the following:
  - Suspended expulsion with placement at the same school with the **Other Means of Correction** contract.
  - Suspended expulsion with placement at a different school within the same district with the **Other Means of Correction** contract.
  - Suspended expulsion with placement in a district operated opportunity school with the **Other Means of Correction** contract. (see page 92 for a sample Other Means of Correction contract)
3. SDCOE offers placement at Monarch school as well as independent study based programs serving elementary students when appropriate.

### B. Discussion

- a) Were the strategies successful? If not, what were the obstacles?

#### 2009 - 12

Yes, however we will need to continue our efforts in expanding the numbers and kind of intervention strategies used with elementary students.

#### 2012 - 15

Yes, however will need to continue their efforts in *maintaining* the numbers and kind of intervention strategies used with elementary students.

#### 2015 - 18

CALPADS does not maintain expulsion data by grade level so there is no way to determine how many elementary students were expelled in the County last year. In 2013 - 14, elementary districts expelled just over 40 students. Almost all of those were from two districts that operate community day schools. Elementary districts that have very low expulsion rates (most have less than one case per year) still perceive this area to be a gap in service; however it isn't one they encounter often. We estimate this gap is experienced by about five students a year, Countywide.

2016 – 17

Cal Pads data now reflects expulsion data by grade level and Expulsion data and indicates the following expulsion rates:

Grade K-3: 0

Grade 4-6: 15

Grade 7-8: 78

- b) What additional strategies were implemented? Were they successful?
- Districts increased the number and kind of intervention strategies to prevent elementary students from being expelled.
  - SDCOE's Monarch School has been used as a placement option for students who are too young for Community School.
  - Independent Study has also been used by districts and JCCS as a placement option.

### **C. Strategies for 2015 - 18**

1. Expulsion and placement in district-operated community day school where available.
2. The K-6 school districts will continue to offer available options, which may include the following:
  - Suspended expulsion with placement at the same school with the **Other Means of Correction** contract.
  - Suspended expulsion with placement at a different school within the same district with the **Other Means of Correction** contract.
3. SDCOE will continue to offer placement at a centrally located community school serving elementary students.
4. Independent Study will also continue to be used as a placement option available through districts. When appropriate, JCCS will also offer elementary students independent study through their blended model.

### **D. Updated Information as of January, 2018**

- Districts continue to offer available placement options to students described above including the continued use of Other Means of Correction Contracts.
- SDCOE will continue to offer placement at Monarch school serving elementary students.
- Independent Study will also continue to be used as a placement option available through districts. When appropriate, JCCS will also offer elementary students independent study.

## **GAP #2 -- RESOLVED**

There is currently no single depository for student records available between districts and JCCS.

### **Discussion**

- a) The 2009 - 12 version of the plan proposed the development of a County-wide data warehouse with automation of student records concerning discipline and expulsion. The intention was to automate the acquisition of student records and data to facilitate placement in interim settings, and to facilitate reinstatement back into the referring school districts. This strategy was ultimately deemed to be too costly to pursue. No additional strategies were proposed for 2012 - 15.

Timely transfer of student records continues to be a challenge for students entering SDCOE Community School sites. Given this, the Gap is revised as follows for 2015 - 18:

## **GAP #2 (Revised as of 2015)**

Students entering the County Community School frequently lack complete records, impeding the ability of JCCS staff to develop properly supported personalized learning plans.

### **A. Strategies for 2015 - 18**

1. JCCS has developed a checklist of records that must accompany a Community School referral. All records provided to JCCS will be copies. Original student records will be maintained by the school districts. This checklist is included on page 137.

### **B. Updated Information 2017-18**

- In order to better serve the needs of our students, families, and partner districts, JCCS has implemented enrollment centers in our regional areas with intended goals of: increased communication on student enrollment, progress on goals, transition planning, improved coordination of services to support students and families.
- Due to significant progress in acquiring, maintaining and sharing records, the committee determined that this goal has been successfully resolved.

### **GAP #3**

Expelled students who live in rural areas of the County, and who would not be appropriately served through independent study contracts, do not always have access to traditional, seat time based, and classroom programs.

#### **A. Discussion**

- a) This Gap impacts a small number of students who live in very rural settings. There have been a few cases involving expelled students who live in areas that do not have internet access, and in some cases live without power or phone service.

#### **B. Strategies for 2015 - 18**

1. School districts will use independent study with more onsite meetings when appropriate.
2. JCCS will use schools operated at facilities operating by County probation when they are proximal to students in these circumstances.
3. Districts and JCCS will develop and implement the capacity to offer synchronous virtual instruction as a means of reaching student who live in remote areas but have access to internet.

#### **C. Updated Information 2017-18**

- Probation run facilities are not appropriate for community school services.
- Districts and JCCS will explore creating the capacity to offer synchronous virtual instruction as a means of reaching students who live in remote areas and have access to internet.

### **GAP #4**

Expelled students do not always have assistance in transitioning back to district schools. Personal, social and academic adjustment should be considered and supported to ensure successful re-entry.

#### **A. Discussion**

- a) Students returning from expulsion are in transition. When returning to district schools, expelled students require support to resist the tendency to return to old patterns and relationships. They also need help establishing new relationships and behaviors. Positive reinforcement should be present to validate positive choices and behavior.
- b) All too often students who have been expelled encounter school staff that are not receptive to have them returned to their campuses.
- c) Efforts made to connect students to caring adults on campus is the most powerful step a district can take to ensure successful re-entry and graduation from high school.

#### **B. Strategies for 2015 - 18**

1. SDCOE Student Support Services will convene a workgroup of Pupil Service Administrators to study the experiences and needs of students returning from, and who have returned from

expulsion. The committee will identify specific needs, propose strategies and promote the adoption of these strategies.

2. Administrators and counselors in alternative education settings serving expelled students will host re-entry plan meetings with the school counselors of students ready for return to district schools. Each meeting will involve the counselors, student and the student's parents in developing a plan to support the student's personal, social and academic needs as they re-enter the district.
3. Restorative Practices will be used, when appropriate, to help restore the relationships damaged by the act that lead to the expulsion, and to assist students in reintegration into the school communities from which they were expelled.
4. School districts and JCCS will train their employees:
  - a. To understand the impact of trauma
  - b. To recognize that negative behavior may be an expression of coping strategies learned in response to past or continuing trauma exposure
  - c. On strategies employees can use to avoid triggering negative coping strategies
  - d. On de-escalation strategies.
5. SDCOE Student Support Services will provide training for school personnel on restorative and trauma informed practices.

### **C. Updated information**

- There has been significant progress in JCCS staff training in all of the areas listed above and in the use of Restorative Practices and Other Means of Correction in lieu of suspension.
- SDCOE will work with Pupil Services Administrators to establish a re-entry workgroup to create policies, procedures and best practices for site administrators to help facilitate students' transition back to their school sites following expulsion.
- Administrators and counselors in alternative education settings serving expelled students will host re-entry plan meetings with the school counselors of students ready for return to district schools. Each meeting will involve the counselors, student and the student's parents in developing a plan to support the student's personal, social and academic needs as they re-enter the district.
- Detention facilities are reaching out to district liaisons to see if returning to school is best option.

## **GAP #5**

Districts do not always know when a student has enrolled in JCCS, another school system or when they have simply not enrolled anywhere.

### **A. Discussion**

- a) JCCS doesn't always contact districts when students who have been referred don't enroll.
- b) Districts don't always follow-up with JCCS when they don't receive confirmation a referred student hasn't enrolled.
- c) Records requests typically show when an expelled student has enrolled in a charter school.
- d) Expelled students are still subject to compulsory education and under the jurisdiction of the district of residences SARB.
- e) While students may be expelled from the district of residence they typically return to the district after they complete their rehabilitation plans.

### **B. Strategies for 2015 - 18**

1. JCCS will confirm with the district of residence, the enrollment of all students entering their system on the day they enroll.
2. In cases in which JCCS has not initiated contact with the school district to confirm enrollment, school districts will investigate whether or not expelled students are enrolled with JCCS or another school system, within five days of making the referral.
3. In cases in which a district finds that an expelled student is not enrolled, or is unable to determine the student's enrollment status, the case will be referred to the supervisor of attendance for the district, and when appropriate, to the district SARB.
4. Expand the use of enrollment centers to standardize the admissions process for JCCS.
5. JCCS will make "view only" access to their student information system (Promise) available for referring districts who request it.

### **C. Updated Information**

- There has been a significant increase in communication between JCCS and Districts since the last plan was enacted.
- Enrollment procedures have been established for regions within the county and additional JCCS administrators have been added to manage school sites within each region.
- Because of conversation regarding mental health, we need to work with the students and their families to successfully facilitate their re-entry into districts.
- JCCS has expanded their offerings to expelled students which now includes counseling services and assistance with successful completion of their rehabilitation plan.
- Additionally, JCCS now has Social work Interns in each JCCS school, who are available to work with students as they complete their rehabilitation plans and reintegrate back into their home schools.

## ALTERNATIVE PLACEMENT

*(For those expelled students who have been placed in a district community day school but who fail to meet the term or conditions of their rehabilitation plan or who pose a continuing danger to the physical safety of district pupils or others)*

### Step I

The School District of residence continues to maintain responsibility for developing a rehabilitation plan for the student, referring the student to an appropriate educational setting, and ensuring that an educational program is provided either within or outside the school district.

### Step II

Expelled students who fail to meet the terms and conditions of the district rehabilitation plan may be referred to a different district school, another district program, a district-operated Community Day School Program, or the San Diego County Office of Education Community School.

For expelled students who are referred to a San Diego County Office of Education Community School (which is a permissive program) a Personalized Learning Plan will be developed with the students' parents and County Office of Education staff. Part of this plan will include a goal of returning to the school district of residence after the district expulsion term. If students are not successful in the County-operated program, they may be referred back to the district for possible review and re-placement.

**REGIONAL ARTICULATION BETWEEN DISTRICTS  
AND THE COUNTY OFFICE OF EDUCATION**

The consistent regional articulation between districts and the San Diego County Office of Education has been occurring over the past 17 years. The County Office of Education provides quarterly meetings for the Pupil Services administrators representing the County's 42 school districts and SDCOE's Juvenile Court and Community Schools (JCCS). The meeting is chaired by the Executive Director of Student Support Services and Director of Student Attendance, Safety & Well-Being for the County Office of Education. These meetings provide opportunities for articulation and coordination between SDCOE and school districts on a regular basis. In addition, school districts work with regionally identified JCCS staff for placements for expelled students.



## San Diego County Office of Education Overview

The San Diego County Office of Education will continue to provide an educational option for expelled students. The Juvenile Court and Community Schools facilitate the students' completion of the rehabilitation plan, while responsibility for the long-term educational needs of the student remains with the referring district. This program is one that fits in the continuum of educational care as outlined. The philosophy of each individual school district affects how the San Diego County Office of Education Community School program will meet the needs of that particular school district.

The Community School is a permissive educational program that provides the local school districts with another educational option for their expelled youth.

The following pages outline the process for referral and referral forms that enable districts to access San Diego County Office of Education School programs.

For placement information, please contact the Juvenile Court and Community School office nearest to your school district.

### **JCCS ADMINISTRATION OFFICE**

Tracy E. Thompson, Executive Director (858) 292-3898  
Bruce Petersen, Senior Director (858) 571-7274

### **JCCS ASSESSMENT & PUPIL SERVICES OFFICE**

Student assessment data, transcripts and archived records

Phone: (858) 569-3111  
FAX: (858) 279-0675  
JCCS Lead Registrar: Robin Mosby (858) 569-3189

### **EAST REGION ENROLLMENT OFFICE**

Serves the East regions of San Diego County for NEW admissions.

Principal: Valentin Escanuela  
8374 Hercules Street  
La Mesa, CA 91942  
Phone: (619) 668-4660  
FAX: (619) 460-4730  
Placement Contact: Gretchen Davis (619) 668-4660

- **MONARCH SCHOOL**

Serves homeless families in Downtown San Diego, admissions on site.

Principal: Joseph Wiseman  
1325 Newton Avenue  
San Diego, CA 92113

Phone: (619) 652-4100 ext. 1590

FAX: (619) 233-3458

Placement Contact: Delma Moreno (619) 652-4100 ext. 1641

- **METRO REGION ENROLLMENT OFFICE**

Serves Downtown San Diego and San Diego Unified for NEW admissions.

Principal: Theresa Fox & Gretchen Rhoads  
3720 El Cajon Blvd.  
San Diego, CA 92105

Phone: (619) 233-2801

FAX: (619) 696-0377

Placement Contact: Michele Roman (619) 446-4680  
Susana Moreno (619) 528-2789  
Etella Estrada (619) 263-2607

- **NORTH REGION ENROLLMENT OFFICE**

Serves the North County School Districts for NEW admissions.

Principal: Joel Spengler  
450 Melrose Drive  
Vista, CA 92083

Phone: (760) 940-9002

FAX: (760) 940-9091

Placement Contact: Robyn Jones (760) 940-9012

- **SOUTH REGION ENROLLMENT OFFICE**

Serves the South County School Districts for READMISSIONS.

Program Administrator: Valentin Escanuela  
800 National City Boulevard, Ste. 110  
National City, CA 92150

Phone: (619) 470-5210

FAX: (619) 470-5278

Placement Contact: Ricardo Gonzalez (619) 470-5218

## **San Diego County Office of Education Educational Alternatives for Expelled Youth**

The San Diego County Office of Education Juvenile Court and Community Schools offer the following services for expelled youth:

1. Daily educational programs that meet for 300-360 minutes per day in community classrooms
2. Direct instruction and/or contracted blended learning programs (e.g. face-to-face, independent study and/or online courses). Students are required to complete a minimum of 80 hours of educational product per five-credit course completion
3. Trauma informed, restorative practices and mental health support
4. Early Childhood Development/Head Start with Teen Parent Specialized Academic Instruction
5. Community Schools \*(See page 16 for listing of community schools)
6. Special Education Services
7. Each site provides support to students in meeting the conditions of their rehabilitation plan, as well as wrap-around support to their families
8. Multiple career pathways, internship and concurrent college enrollment opportunities
9. Breakfast and lunch
10. An opportunity to earn a compass card for transportation

**San Diego County Office of Education  
Juvenile Community School Sites**

**EASTERN SAN DIEGO COUNTY**

Cuyamaca Prep  
East County Community School  
La Mesa Community School

**NORTHERN SAN DIEGO COUNTY**

Escondido Community School  
Innovations Academy of Empowerment  
North County Technology Academy  
North Tech & Science Academy

**METRO**

37ECB  
Bayside Community  
Bridges Community  
CTEC Community  
Lindsay Community  
Second Chance  
Monarch (K-12)

**SOUTHERN SAN DIEGO COUNTY**

South County Community School  
Victoria Community School  
Southland Community School

**As of January 2018**



[YOUR DISTRICT NAME HERE]  
**PRINCIPAL'S REPORT IN LIEU OF EXPULSION**  
(Quasi Mandatory)

Student Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Ethnic Code: \_\_\_\_\_

Grade: \_\_\_\_\_ School: \_\_\_\_\_ on \_\_\_\_\_, committed the following suspension/expulsion offense as set forth in Education Code 48915 or 48900.

EXPULSION: Education Code Section 48915(a):

Except as provided in subdivisions (c) and (d), the principal or the superintendent of schools shall recommend the expulsion of a pupil for any of the following acts committed at school or at a school activity off school grounds, unless the principal of superintendent finds that expulsion is inappropriate, due to the particular circumstance.

- (1) Causing **SERIOUS PHYSICAL INJURY** to another person (except in self-defense).
- (2) Possession of any **KNIFE, EXPLOSIVE, or other DANGEROUS OBJECT** of no reasonable use to the pupil at school or at a school activity off campus.
- (3) Unlawful possession of any **CONTROLLED SUBSTANCE** except first offense less than one ounce (20.5 grams) of marijuana, other than concentrated cannabis.
- (4) **ROBBERY OR EXTORTION.**
- (5) **ASSAULT OR BATTERY** on a school employee.

The principal or the superintendent of schools has determined that expulsion is inappropriate because neither of the following conditions exists:

Other means of correction are not feasible or have repeatedly failed to bring about proper conduct:

Due to the nature of the act the presence of the student causes a continuing danger to the physical safety of the student or others.

**OTHER MEANS OF CORRECTION (even if involuntary to other site)**

In lieu of recommending the above-named student for expulsion, the following other means of correction plan was developed on \_\_\_\_\_ (date).

Plan:

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\_\_\_\_\_  
Parent

\_\_\_\_\_  
Student

\_\_\_\_\_  
Administrator

Distribution:

1. Student Support Services
2. Parent

3. School Attendance
4. Alternative Placement

Consent Item E.3.6.

Adoption of Resolution No. 1718-30 to Eliminate  
Vacant Classified Non-Management Position

Prepared by Tim Larson  
April 17, 2018

**BACKGROUND:**

On March 20, 2018, the Board of Education approved to increase an Instructional Assistant, Special Education II position from 3.5 to 6.25 hours per day at Sycamore Canyon School. As a result, a recently vacated 3.5-hour position will not be replaced

**RECOMMENDATION:**

It is recommended that the Board of Education adopt resolution no. 1718-30 to eliminate the following vacant classified non-management position:

- One (1) 3.5-hour Instructional Assistant, Special Education II position at Sycamore Canyon School effective April 18, 2018

**FISCAL IMPACT:**

The savings to eliminate the vacant 3.5-hour Instructional Assistant, Special Education II position will be \$12,129.

**STUDENT ACHIEVEMENT IMPACT:**

It is the District's intention to provide support for all students and support programs.

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

Agenda Item E.3.6.

**SANTEE SCHOOL DISTRICT  
Resolution No. 1718-30**

**ELIMINATION OF A VACANT  
CLASSIFIED NON-MANAGEMENT POSITION**

**WHEREAS**, it has been determined that a vacant Instructional Assistant, Special Education II position is no longer necessary;

**NOW, THEREFORE, BE IT RESOLVED** that as of the 17<sup>th</sup> day of April 2018, the Governing Board of Santee School District approved to eliminate the following vacant position effective April 18, 2018:

- One (1) 3.5-hour vacant Instructional Assistant, Special Education II position

**BE IT FURTHER RESOLVED** that the Board will not require the District Superintendent to give sixty (60) days' notice prior to the effective date of elimination as the position is vacant and will not affect any classified employees.

The foregoing Resolution was passed and adopted at a regular meeting of the Governing Board of the Santee School District on the 17<sup>th</sup> day of April 2018, by the following vote.

**AYES:** \_\_\_\_\_  
**NOES:** \_\_\_\_\_  
**ABSENT:** \_\_\_\_\_

Dated 4/17/18

\_\_\_\_\_  
Dustin Burns  
Clerk, Board of Education



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

*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.*

Discussion and/or Action Item F.1.1. Approval of Monthly Financial Report  
Prepared by Karl Christensen  
April 17, 2018

**BACKGROUND:**

Administration has prepared the accompanying Monthly Financial Report covering the period February 1, 2018 through February 28, 2018 prepared on a cash and modified accrual basis and include the District's revenue, expenditure, and cash activities.

**RECOMMENDATION:**

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

This recommendation supports the following District goal:

**Fiscal Accountability**

- Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility.

**FISCAL IMPACT:**

The Monthly Financial Report shows a beginning cash balance of \$15,994,024; cash receipts of \$3,652,560; and disbursements of \$7,060,517 are reflected for the period of February 1, through February 28, 2018 resulting in an ending cash balance of \$12,586,067 as of February 28, 2018.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item F.1.1.

# Monthly Financial Report - February

1

## CASH REPORT FOR FEBRUARY

	Actual	Projected*	Difference
Beginning Cash Balance as of February 1, 2018	\$15,994,024	\$15,994,024	\$ -
<b>INCOME</b>			
A. Local Control Funding Formula			
State Aid	2,771,015	2,882,181	\$ (111,166)
Property Taxes	356,146	237,831	\$ 118,315
B. Federal Income			
Federal Funding	43,706	2,927	\$ 40,779
C. State Income			
Unrestricted State Funding	34,716	120,187	\$ (85,471)
Lottery			\$ -
D. Local Income			
Other Local Income	80,596	16,361	\$ 64,235
Spec Ed	272,150	268,438	\$ 3,712
Interest			\$ -
E. Due to/Due from other funds	94,231	-	\$ 94,231
F. Debt Proceeds	-	-	\$ -
<b>TOTAL INCOME</b>	<b>\$3,652,560</b>	<b>\$3,527,925</b>	<b>\$ 124,635</b>
Beginning Balance Plus Income	\$19,646,584	\$19,521,949	\$ 124,635
<b>DISBURSEMENTS</b>			
G. Commercial Warrants	\$ 523,661	\$ 653,941	\$ (130,280)
H. Salary and Benefits	4,769,060	4,557,936	\$ 211,124
I. Other Outgo	58,185	67,315	\$ (9,130)
J. Interfund Transfers Out	1,709,611	-	\$ 1,709,611
K. Budget Adjustments			\$ -
<b>TOTAL DISBURSEMENTS</b>	<b>\$7,060,517</b>	<b>\$5,279,192</b>	<b>\$ 1,781,325</b>
Ending Cash Balance as of February 28, 2018	\$12,586,067	\$14,242,757	\$ (1,656,690)

\* Based on Cash Flow Projection at Second Interim FY 2017-18

**Budget Revisions  
Through February 28, 2018  
2016-17 Revised Budget**

	<u>Unrestricted</u>	<u>Restricted</u>	<u>Total</u>
<b>Beginning Fund Balance</b>	14,325,699	390,515	14,716,214
<b>Estimated Income</b>	47,343,753	18,943,704	66,287,457
<b>Estimated Expenditures</b>	47,881,038	18,950,216	66,831,254
<b>Change in Fund Balance</b>	(537,285)	(6,512)	(543,797)
<b>Projected Ending Fund Balance</b>	13,788,414	384,003	14,172,417
<b>Less: Restricted Program Carryovers</b>	-	384,003	384,003
<b>Less: Non-Spendable</b>			
<b>Prepaid Expenses</b>	375,869	-	375,869
<b>Revolving Cash Fund</b>	20,000	-	20,000
<b>Stores Inventory</b>	71,132	-	71,132
<b>Less: Assigned Vacation Carryover</b>	238,200	-	238,200
<b>Assigned Site Carryover Balances</b>	-	-	-
<b>Less: Economic Uncertainty Reserve</b>	2,004,938	-	2,004,938
<b>Less: Reserve for State Budget Uncertainty</b>	-	-	-
<b>Uncommitted/Unassigned/Unappropriated Fund Balance</b>	11,078,275	-	11,078,275
<b>Fund 17 Projected End of Year Balance</b>	2,970,684	-	2,970,684
<b>Projected Reserves</b>	16,053,897	-	16,053,897
	<u>February</u>	<u>January</u>	
<b>Projected Reserve % 2017-18<sup>1</sup></b>	24.02%	24.02%	
<b>Projected Reserve % 2018-19<sup>2</sup></b>	18.76%	18.76%	
<b>Projected Reserve % 2019-20<sup>2</sup></b>	16.00%	16.00%	

As a % of the Estimated Expense Total<sup>1</sup>

Based on Multi-Year Projection at 2nd Interim- January 2017<sup>2</sup>

Discussion and/or Action Item F.1.2.  
Prepared by Karl Christensen  
April 17, 2018

Adoption of Resolution No. 1718-29 for Sale of Former Santee School Site to Second Highest Bidder and Approval of Purchase Agreement and Escrow Instructions with Haagen Company, LLC

**BACKGROUND:**

At the August 15, 2017 meeting, the Board of Education accepted the highest oral bid for sale of the Former Santee School Site Property ("Property"). This bid was received from LPC West, LLC ("Buyer One") in the amount of \$11,105,000. At the September 5, 2017 meeting, the Board approved a Purchase and Sale Agreement with Buyer One and escrow opened on September 8, 2017. On March 2, 2018, the District received a termination notice from Buyer One.

In accordance with the terms of the Resolution Declaring the Board's Intent to Sell the Property, the District may offer the Property to the next highest bidder. Haagen Company LLC was the second highest bidder with an oral bid of \$10,605,000 ("Buyer Two"). Buyer Two reduced their oral bid to writing and has accepted the District's offer to sell the Property with terms and escrow instructions contained in the Purchase and Sale Agreement ("Agreement").

The Agreement establishes Due Diligence and Initial Contingency Periods of 180 days for the Developer to work through the approval and entitlement process with the City of Santee. Within 72 hours from opening of escrow, the Developer is to deposit into escrow an Initial Deposit equal to 2% of the Developer's bid price, or \$212,100. This deposit is refundable if escrow is cancelled prior to expiration of the Due Diligence and Initial Contingency Periods. The Initial Deposit would be applied toward the purchase price if the purchase is finalized during the Initial Contingency Period.

If the Developer and District agree, an Extended Contingency Period of an additional 180 days can be invoked before expiration of the Initial Contingency Period if substantial progress has been made in the entitlement and approval process but more time is needed. Invocation of the Extended Contingency Period would require the Developer to deposit into escrow an Additional Deposit of 2% of the bid price, or \$212,100. Upon invocation of the Extended Contingency Period, the Initial Deposit becomes non-refundable and not applicable to the purchase price, thereby having the effect of increasing the purchase price. The Additional Deposit is refundable if escrow is cancelled prior to expiration of the Extended Contingency Period. The Additional Deposit would be applied toward the purchase price if the purchase is finalized during the Extended Contingency Period.

The Agreement contemplates an escrow period of up to 390 days.

**RECOMMENDATION:**

It is recommended that the Board of Education Adopt Resolution No. 1718-29 and Approve the Purchase Agreement and Escrow Instructions with Haagen Company, LLC for Purchase of the Former Santee School Site Property.

This recommendation supports the following District goal:

**Fiscal Accountability**

- Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility.

**FISCAL IMPACT:**

\$10,605,000 if sale finalized during Initial Contingency Period; \$10,817,100 if sale finalized during Extended Contingency Period. Both amounts are subject to reduction for Seller's portion of escrow costs.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item F.1.2.

**RESOLUTION NO. 1718-29**

**RESOLUTION OF THE SANTEE SCHOOL DISTRICT BOARD OF EDUCATION APPROVING A PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS BETWEEN THE SANTEE SCHOOL DISTRICT AND HAAGEN COMPANY, LLC**

**WHEREAS**, the Santee School District (“District”) is the owner of an approximate 13.21-acre parcel of real property, commonly known as the former “Santee School Site,” located at 10335 Mission Gorge Road and identified as San Diego County Assessor Parcel Nos. 384-091-01, 384-091-13, and 384-091-14 (“Property”);

**WHEREAS**, the Property is more specifically defined and depicted in Exhibits “A” and “B” of the Purchase Agreement and Escrow Instructions (“Purchase Agreement”), attached hereto and incorporated herein by this reference;

**WHEREAS**, on April 4, 2017, the Board adopted Resolution No. 1617-35 declaring its intention to sell the Property and establishing a date and time in which to receive and consider bids for the purchase of the Property;

**WHEREAS**, since the approval of Resolution No. 1617-35, the District has been diligently negotiating with the highest bidder, LPC West, LLC (“LPC West”);

**WHEREAS**, due to unforeseen monetary circumstances, LPC West has withdrawn its bid to purchase the Property from the District;

**WHEREAS**, Resolution No. 1617-35 provides for a process in the event LPC West defaults or otherwise fails to purchase the Property;

**WHEREAS**, pursuant to Resolution No. 1617-35, the District may, at its discretion, continue to offer the Property to the next highest responsive bidder(s) (“Subsequent Highest Bidder”), in order of highest to lowest, until it locates the highest responsive bidder willing to enter into the Purchase and Sale Agreement and close escrow as to the Property;

**WHEREAS**, if the District chooses to offer the Property to the next Subsequent Highest Bidder, it shall be the responsibility of all oral bidders to reduce oral bids to writing;

**WHEREAS**, the District has met with the next Subsequent Highest Bidder, Haagen Company, LLC;

**WHEREAS**, Haagen Company, LLC has reduced its oral bid of Ten Million Six Hundred Five Thousand and 00/100 Dollars (\$10,605,000) for purchase of the Property to writing;

**WHEREAS**, the District desires to sell the Property to Haagen Company, LLC, subject to the execution and completion of the terms set forth in the Purchase Agreement.

**NOW, THEREFORE, THE BOARD DOES HEREBY DETERMINE, RESOLVE, AND ORDER AS FOLLOWS:**

**Section 1.** The above recitals are true and correct, and shall constitute findings of the Board.

**Section 2.** The Board hereby approves the Purchase Agreement and authorizes the Superintendent, or the Superintendent's designee, to (1) execute and deliver the Purchase Agreement to Haagen Company, LLC; (2) cooperate with Haagen Company, LLC and/or escrow agent for purposes of executing the Purchase Agreement; and (3) take any other such necessary actions as may be reasonably necessary to effectuate the intent of this Resolution.

**Section 3.** Once the District executes the Purchase Agreement, and ultimately closes escrow on the Property, the Board authorizes that the acceptance and consent given shall be evidenced by the execution of a "Certificate of Acceptance" by the Superintendent, or the Superintendent's designee, either attached to or set forth on the face of the deed or other instrument conveying any portion of the Property to the District, in substantially the following form:

CERTIFICATE OF ACCEPTANCE: This is to certify that the interests in real property conveyed by this deed or grant, dated \_\_\_\_\_, from \_\_\_\_\_ to the Santee School District, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the Board of Education of the Santee School District, pursuant to authority conferred by Resolution No. \_\_\_\_\_ adopted by said Board on April 17, 2018, and the grantee consents to recording hereof by the undersigned, duly authorized officer.



**Section 4.** This Resolution shall take effect immediately upon approval and adoption of by the Board.

**APPROVED, ADOPTED, AND SIGNED** this 17th day of April, 2018.

**SANTEE SCHOOL DISTRICT**

By \_\_\_\_\_  
Dianne El-Hajj, Board President

By \_\_\_\_\_  
Ken Fox, Board Vice President

By \_\_\_\_\_  
Dustin Burns, Board Clerk

By \_\_\_\_\_  
Barbara Ryan, Board Member

By \_\_\_\_\_  
Elana Levens-Craig, Board Member



STATE OF CALIFORNIA        )  
  ) ss.  
COUNTY OF SAN DIEGO        )

I, Dustin Burns, Clerk of the Board of Education of the Santee School District, do hereby certify that the foregoing is a full, true and correct copy of Resolution No. 1718-29 of said Board of Education, and that the same has not been amended or repealed and is fully effective as of this date.

Dated: April 17, 2018

By: \_\_\_\_\_  
Dustin Burns, Clerk of the Board of  
Education of the Santee School District

**EXHIBIT A**  
**PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS**

**PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS  
BETWEEN THE SANTEE SCHOOL DISTRICT AND HAAGEN COMPANY, LLC**

THIS PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS BETWEEN THE SANTEE SCHOOL DISTRICT AND HAAGEN COMPANY, LLC ("Agreement") is made and entered into, effective as of this 17th day of April, 2018, ("Effective Date") by and between HAAGEN COMPANY, LLC, a California limited liability company ("Buyer"), and the SANTEE SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California ("Seller). Buyer and Seller may hereinafter be referred to individually or collectively as "Party" or "Parties."

***RECITALS***

A. Seller is the owner of real property located in the City of Santee ("City"), in the County of San Diego ("County"), and identified as Assessor Parcel Nos. 384-091-01, 13 and 14 ("Property"). The Property is more specifically described and depicted in Exhibits "A" and "B" attached hereto.

B. Seller has agreed to sell the Property pursuant to the terms of this Agreement by action of the Board and Resolution No. 1617-35.

C. Buyer desires to purchase the Property pursuant to the terms of this Agreement.

NOW THEREFORE, the Parties agree as follows:

***ARTICLE I  
PURCHASE AND SALE***

***Section 1.1 Sale and Purchase.*** Subject to the conditions set forth herein and for the consideration set forth, Seller agrees to sell the Property to Buyer and Buyer agrees to buy the Property from Seller. The Property shall include all right, title and interest of Seller in and to all Intangible Property. The term "Intangible Property" means all of Seller's transferable right, title and interest in and to all licenses, permits, entitlements, certificates, approvals, development rights, variances, consents, exemptions, decisions, actions, authorizations and similar rights, and intangible property appurtenant to and/or with respect to the real property described and depicted in Exhibits "A" and "B" attached hereto.

***Section 1.2 Purchase Price.*** The purchase price for the Property shall be the sum of Ten Million Six Hundred Five Thousand and 00/100 Dollars (\$10,605,000.00) ("Purchase Price").

***Section 1.3 Deposits.***

(i) ***Initial Deposit.*** Within seventy-two (72) hours following the Opening of Escrow, as defined in Section 2.1, Buyer shall deliver to Escrow Holder (defined in Section 2.1) a deposit in the sum of Two Hundred Twelve Thousand One Hundred and 00/100 Dollars (\$212,100.00) representing two (2) percent of the Purchase Price ("Initial Deposit"). Escrow Holder shall notify Seller in writing upon receipt of the Initial Deposit. Escrow Holder shall hold the Initial Deposit,

and the Initial Deposit shall be credited against the payment of the Purchase Price upon the Close of Escrow, as defined in Section 2.7, except as otherwise provided hereinafter in Section 1.3(iii).

(ii) *Additional Deposit.* If the Extended Contingency Period, as defined in Section 2.6, is invoked, Buyer shall deliver to Escrow Holder an additional, second deposit in the sum of Two Hundred Twelve Thousand One Hundred and 00/100 Dollars (\$212,100.00) representing two (2) percent of the Purchase Price ("Additional Deposit") within one (1) business day following the expiration of the Initial Contingency Period, as defined in Section 2.6. Escrow Holder shall notify Seller in writing upon receipt of the Additional Deposit. Escrow Holder shall hold the Additional Deposit, and the Additional Deposit shall be credited against the payment of the Purchase Price upon the Close of Escrow, as defined in Section 2.7.

(iii) *Effect of the Extended Contingency Period and Additional Deposit.* In the event Buyer invokes, and Seller approves, the Extended Contingency Period and makes the Additional Deposit to Escrow, the Initial Deposit shall be immediately released by Escrow Holder to Seller without encumbrance, and such Initial Deposit shall be nonrefundable, unless this Agreement is terminated due to a Seller default or otherwise pursuant to any provision hereof that provides that Buyer is entitled to the return of the Initial Deposit, and shall not be credited against the Purchase Price, but rather will constitute consideration to Seller for the potential land value increases over the period of the extended escrow.

(iv) *Impact of Failure to Close Escrow on Deposits.* In the event of the expiration of the Due Diligence and Initial Contingency Periods, without invocation of the Extended Contingency Period as defined in Section 2.6, the Initial Deposit shall become non-refundable except as otherwise expressly provided in this Agreement, and shall, in the event of a failure to Close Escrow (as defined in Section 2.7) be due to Seller as liquidated damages pursuant to Section 7.4 unless Buyer is entitled to the return of the Initial Deposit upon the termination of this Agreement pursuant to the express terms of this Agreement. In the event of the expiration of the Extended Contingency Period, if so invoked, the Additional Deposit shall become non-refundable except as otherwise expressly provided in this Agreement, and shall, in the event of a failure to Close Escrow (as defined in Section 2.7), be due to Seller as liquidated damages pursuant to Section 7.4 unless Buyer is entitled to the return of the Additional Deposit upon the termination of this Agreement pursuant to the express terms of this Agreement. If Buyer cancels escrow, by notifying Seller and Escrow Holder in writing before the expiration of the Due Diligence and Initial Contingency Period, then Buyer shall be entitled to the return of the Initial Deposit. If Buyer cancels escrow, by notifying Seller and Escrow Holder in writing before the expiration of the Extended Contingency Period, if so invoked, then Buyer shall be entitled to the return of the Additional Deposit, but not the Initial Deposit pursuant to Section 1.3(iii) unless and to the extent that Buyer also is entitled to the return of the Initial Deposit upon the termination of this Agreement pursuant to the express terms of this Agreement.

**Section 1.4 Payment of the Purchase Price.** Buyer shall pay the balance of the Purchase Price to Seller through Escrow in cash, or cash equivalent at the Close of Escrow.

## **ARTICLE II ESCROW**

**Section 2.1 Escrow, Escrow Holder, and Opening of Escrow.** Within seventy-two (72) hours following the execution of this Agreement, Buyer and Seller shall open an escrow to facilitate the transaction contemplated by this Agreement ("Escrow") with Chicago Title Company ("Escrow Holder"). For purposes of this Agreement, delivery by Buyer and Seller to Escrow Holder of a fully executed original or counterpart original of this Agreement shall constitute the opening of Escrow ("Opening of Escrow").

**Section 2.2 Agreement to Constitute Escrow Instructions.** This Agreement shall constitute escrow instructions ("Escrow Instructions") to Escrow Holder, and Escrow Holder shall hereby be authorized and instructed to deliver the documents and monies to be deposited into the Escrow in strict accordance with the terms of this Agreement. The Parties agree to execute such additional Escrow Instructions consistent with the provisions of this Agreement that are mutually acceptable to the Parties and that may be required by Escrow Holder; provided, however, that the additional Escrow Instructions shall, in no event, exculpate Escrow Holder from acts of negligence and/or willful misconduct in connection with the Escrow. The additional Escrow Instructions shall be executed by Buyer and Seller and returned to Escrow Holder within three (3) business days from the date same are received from Escrow Holder.

**Section 2.3 Additional Escrow Instructions.** Escrow Holder's general provisions ("Standard Escrow Instructions"), attached hereto as Exhibit "C," shall also constitute Escrow Instructions for purposes of this Agreement and are hereby incorporated herein. As between the Parties, Buyer and Seller agree that if there is any conflict between the terms of this Agreement and the Standard Escrow Instructions, this Agreement shall control.

**Section 2.4 Acknowledgment of Escrow Holder.** Immediately upon the Opening of Escrow, Escrow Holder shall complete the Acknowledgment of Escrow Officer attached hereto as Exhibit "D" and transmit copies thereof to Buyer, Seller, and their respective legal counsel. Escrow Holder's execution of the Acknowledgment of Escrow Officer acknowledges Escrow Holder's acceptance of the Escrow and identifies the date of the Opening of Escrow.

**Section 2.5 Initial Contingency Period.** Upon Opening of Escrow, there shall commence an Initial Contingency Period of one hundred and eighty (180) days during which the Buyer shall pursue all actions necessary to obtain approvals and entitlements from the City of Santee ("City") for the Buyer's proposed development of the Property and move toward Close of Escrow, as defined in Section 2.7.

**Section 2.6 Extended Contingency Period.** At least ten (10) days prior to expiration of the Initial Contingency Period, if Buyer has not obtained all necessary land use entitlements, permits and approvals on terms and conditions acceptable to Buyer, as determined by Buyer and in Buyer's discretion, but wishes to continue to pursue purchase of the Property, Buyer shall provide Seller written notice of Buyer's intent to invoke a second contingency period of one hundred and eighty (180) days ("Extended Contingency Period"). Buyer's notice shall include reasonable evidence of substantial progress, in accordance with the customary entitlement processing time periods in the City, towards obtaining approvals and entitlements from the City to the extent and in form customarily available to real estate developers in the City. If, during the Initial Contingency Period, Buyer has not demonstrated substantive progress towards obtaining approvals and entitlements from the City, and/or City staff has indicated disapproval or

dissatisfaction with substantive elements of the Buyer's submitted plans to the degree that there is reasonable doubt for final City approval of the Buyer's project, then Seller shall have the sole prerogative to approve or disapprove invocation of the Extended Contingency Period, as determined by Seller's Superintendent or designee. Upon receipt of Buyer's notice to invoke the Extended Contingency Period, Seller shall respond within five (5) business days, and upon approval of Seller, which shall not be unreasonably withheld, Seller shall notify Escrow Holder in writing that the Extended Contingency Period is invoked.

**Section 2.7 Close of Escrow.** Subject to the conditions set forth in this Article II, Escrow shall close ("Close of Escrow") no later than the date (the "Closing Date") that is thirty (30) days after the expiration of either (1) the Initial Contingency and Due Diligence Periods, if the Extended Contingency Period is not invoked; or (2) the Extended Contingency Period. In no event shall Close of Escrow occur more than three hundred ninety (390) days after the Opening of Escrow, unless a longer escrow period is mutually agreed to in writing by the Parties by amendment to this Agreement. Close of Escrow shall be evidenced by the recording of a grant deed ("Grant Deed") in the form of Exhibit E, attached hereto and incorporated herein by this reference.

**Section 2.8 Preliminary and Supplemental Title Reports.** Chicago Title Company ("Title Insurer") shall deliver to Buyer and Seller, within five (5) business days after the Opening of Escrow, a Preliminary Title Report ("PTR") covering the Property, issued by Title Insurer. This PTR shall be accompanied by complete copies of all underlying documents referred to in the PTR as evidencing exceptions to title, and, if requested by Buyer, a plot map plotting all such exceptions and easements disclosed in the PTR, which are reasonably locatable and with the understanding that such plot map shall not be construed as a survey.

**Section 2.9 Review of Title Documents.** Buyer shall have twenty (20) calendar days following the later to occur of Buyer's receipt of the PTR or the Effective Date within which to notify Escrow Holder and Seller, in writing, of Buyer's disapproval of any exception to title disclosed in the PTR. The notice shall specifically identify the alleged defect or defects in title for which Buyer disapproves ("Notice of Disapproval"). Buyer's failure to provide Escrow Holder and Seller with a Notice of Disapproval within the twenty (20) calendar day time period, following receipt of the PTR, shall constitute Buyer's approval of all exceptions to title shown on the PTR. In the event the PTR is supplemented ("Supplemental PTR") by the Title Insurer, Buyer shall have five (5) calendar days after its receipt of such Supplemental PTR, together with complete and legible copies of all additional documents described therein and a plotting thereof, within which to approve or disapprove any new matters disclosed in such Supplemental PTR. In the event Buyer disapproves a matter disclosed in the PTR or Supplemental PTR, Seller shall have twenty (20) calendar days to provide notice to Buyer if Seller will cure such disapproved item. In the event Seller fails to provide notice of whether Seller will or will not cure such disapproved item, it shall be deemed Seller has determined not to cure the disapproved item. In the event Seller declines to cure, and Buyer declines to waive a disapproved item, the Escrow shall be cancelled with respect to the Property upon written notice by either Party to the Escrow Holder and the other Party and the Initial Deposit and, if applicable, the Additional Deposit shall be returned to Buyer. Upon any such cancellation of Escrow, each Party shall pay one-half of the Escrow cancellation charges.



**Section 2.10 Condition of Title.** All matters contained in the PTR or Supplemental PTR that are not timely disapproved by Buyer as set forth in Section 2.9 shall be deemed to be permitted exceptions ("Permitted Exceptions"). It shall be a condition precedent to the Buyer's obligation to close Escrow that Title Insurer agree to issue to Buyer at Close of Escrow the title policy referred to in Section 2.18 hereafter insuring the Buyer as the owner of the fee simple title for the Property, which, shall be, except for the Permitted Exceptions, free and clear of all mortgages, liens, charges, encumbrances, leases and other occupancy agreements and all rights of parties in possession thereunder, encroachments, easements, conditions, exceptions, assessments, taxes, or other defects of record in title.

**Section 2.11 Obligations of Buyer.** In addition to performance by Buyer of all obligations of Buyer contained in this Agreement, on or before one (1) business day prior to the Closing Date, Buyer shall have deposited into Escrow: (i) the balance of the Purchase Price, in immediately available funds, for the Property; and (ii) all other sums and documents reasonably required of Buyer by Escrow Holder to carry out Close of Escrow.

**Section 2.12 Obligations of Seller.** In addition to fulfilling any other obligations of Seller contained in this Agreement, on or before one (1) business day prior to the Closing Date, Seller shall deposit into Escrow: (i) a Grant Deed to the Property, substantially in the form of Exhibit "E," subject to all Permitted Exceptions), properly executed by Seller and in recordable form; (ii) an assignment of all transferable right, title and interest of Seller in and to all Intangible Property, substantially in the form of Exhibit "F" (the "Assignment"); (iii) all other sums (including, but not limited to, sums necessary to cancel or pay taxes, special taxes, fees, charges, assessments, and other sums) necessary to deliver title as provided herein; and (iv) documents reasonably required of Seller by Escrow Holder to carry out Close of Escrow. Seller shall deliver the Property to Buyer at the Close of Escrow free and clear of all leases and other occupancy agreements and all rights of parties in possession thereunder or with respect to the Property.

**Section 2.13 Conditions Precedent to Benefit the Buyer.** Close of Escrow is subject to the satisfaction or written waiver by the Buyer of the following conditions precedent:

(i) Seller shall have deposited with Escrow Holder all funds and documents required to be deposited pursuant to Section 2.12;

(ii) Seller shall not be in default of any material obligation under this Agreement, which Escrow Holder shall presume unless the Buyer provides written notice to Escrow Holder that the Buyer believes Seller to so be in default;

(iii) The representations and warranties of Seller under Article IV shall be true and correct in all material respects, which Escrow Holder shall presume unless the Buyer provides written notice to Escrow Holder that the Buyer believes a representation or warranty of Seller to be untrue or incorrect;

(iv) Title Insurer is prepared and committed to issue the policy of title insurance described in Section 2.18; and

(v) Seller and Escrow Holder have cured or caused to be deleted from the title documents each disapproved item as determined pursuant to Section 2.9.

In the event any or all of the foregoing conditions are not satisfied as of the Closing Date, Buyer may elect to either: (i) postpone the Close of Escrow until such condition is corrected or cured by Seller, (ii) deduct from the Purchase Price an amount determined by Buyer to be reasonably necessary to correct or cure the condition precedent set forth above and proceed to the Close of Escrow, or (iii) terminate this Agreement by delivering written notice to Seller on or before the Closing Date, in which instance the parties shall have no further obligations under this Agreement (other than those which expressly survive termination) and the Initial Deposit and, if applicable, the Additional Deposit each shall be promptly returned to Buyer. Notwithstanding the foregoing, in the event that the failure of any such condition also constitutes a default under this Agreement by Seller, then Buyer shall additionally be entitled to pursue its rights and remedies under Article VII hereof.

**Section 2.14 Conditions Precedent to Benefit the Seller.** Close of Escrow is subject to the satisfaction, or written waiver by Seller, of the following conditions precedent

(i) The Buyer shall have deposited with Escrow Holder all funds and documents required to be deposited pursuant to Section 2.11;

(ii) The Buyer shall not be in default of any material obligation under this Agreement, which Escrow Holder shall presume unless Seller provides written notice to Escrow Holder that Seller believes the Buyer to so be in default; and

(iii) The representations and warranties of the Buyer under Article V shall be true and correct in all material respects, which Escrow Holder shall presume unless Seller provides written notice to Escrow Holder that Seller believes a representation or warranty of the Buyer to so be untrue or incorrect.

In the event any or all of the foregoing conditions are not satisfied as of the Closing Date, Seller may elect to either: (i) terminate this Agreement, by giving written notice of breach to Buyer; provided that, before exercising this option, Seller has provided Buyer with notice of the unsatisfactory condition and an opportunity to cure, and Buyer has not or cannot cure the condition, and then, except for such obligations which survive a termination of this Agreement, cancel this Escrow by providing written notice to Escrow Holder and Buyer, in which event shall be entitled to the Initial Deposit and, if applicable, the Additional Deposit; or (ii) waive these conditions and proceed to Close of Escrow.

**Section 2.15 Condition Precedent to Mutual Benefit of Parties.** Close of Escrow is subject to the condition precedent that Escrow has not been cancelled and/or this Agreement terminated by either Buyer or Seller pursuant to any express cancellation or termination provisions in this Agreement in favor of the terminating or cancelling Party. In the event of such action, the Initial Deposit and Additional Deposit shall be distributed as set forth in the relevant provisions of this Agreement.

**Section 2.16 Taxes and Assessments.** All prior or current taxes, including special taxes, assessments, and improvement fees or charges levied on or against the Property, shall be prorated to the Close of Escrow. Buyer shall be responsible for all property taxes that become due and payable following the Close of Escrow.

**Section 2.17 Payment of Costs.** The costs associated with this transaction shall be paid as follows:

(i) Seller shall pay an amount equal to the cost of obtaining a standard form CLTA title insurance policy covering the Property, without any endorsements, in the amount of the Purchase Price including the cost of the PTR. Buyer shall pay any additional costs associated with obtaining an ALTA policy without regional exceptions, including all costs of surveys and any endorsements to the policy obtained by Buyer;

(ii) Seller and Buyer shall share equally in all costs of Escrow, including the Escrow Holder's Escrow fee;

(iii) Seller shall pay the cost of documentary transfer taxes, if any, in connection with the recordation of the Grant Deed;

(iv) Buyer shall pay the cost, if any, of recording the Grant Deed; and

(v) Seller has not approved the payment of a commission to any real estate agent or broker as a result of the sale of the Property. Seller has entered into an agreement with Flocke & Avoyer to provide real estate marketing services for sale of the Property. In the event Buyer utilizes the services of a real estate agent or broker, Buyer shall be solely responsible for the payment of any commission or costs for services provided by such person.

All other closing fees and expenses, including, but not limited to, the Parties' legal expenses, accounting, and consulting fees, and other incidental expenses in connection with this transaction shall be borne by the Party incurring said fees and/or expenses.

**Section 2.18 Title Policy.** Unless otherwise directed by Buyer, Title Insurer shall deliver to Buyer, through Escrow, a CLTA policy of title insurance in an amount equal to the Purchase Price without regional exceptions insuring Buyer as fee owner of the Property, subject only to the usual printed title company exceptions and the Permitted Exceptions, issued by Title Insurer and dated as of Close of Escrow. Buyer may elect to obtain, at its sole cost and expense, an ALTA owners title policy provided the obtaining of same does not delay the Close of Escrow.

**Section 2.19 Execution of Other Documents; Compliance with Regulations.** The Parties hereto will do such other things and will execute all documents that are reasonably necessary for Close of Escrow to timely occur. This covenant of further assurances shall survive the Close of Escrow. Furthermore, the Parties will comply at their own expense with all applicable laws and governmental regulations required for such Party to satisfy its respective obligations hereunder in order for the Close of Escrow to occur, including, but not limited to, any required filings with governmental authorities.

**Section 2.20 Affidavits of Non-Foreign Status and Title.** Prior to Close of Escrow, Seller shall execute and deliver to Escrow Holder and Title Insurer (i) an Affidavit of Non-Foreign Status, in a form reasonably acceptable to Escrow Holder, (ii) a California FTB Form 593-C, as satisfactory evidence that Seller is not a foreign entity, and (iii) a customary owner's title affidavit, in form reasonably required by Title Insurer, certifying that there are no parties in possession of or mechanics' or materialmen's liens against the Property.

**Section 2.21 Recording of Documents and Delivery of Funds.** Upon receipt of the funds and instruments described in this Article, and upon the satisfaction or waiver of the conditions precedent to Close of Escrow referred to in this Article, Escrow Holder shall (i) disburse the balance of the Purchase Price (less Seller's closing costs) to Seller in the manner specified by Seller and (ii) cause the Grant Deed, the Assignment and other documents as specified in this Agreement to be recorded in the office of the County Recorder of the County of San Diego, California. Upon Close of Escrow, Escrow Holder shall deliver conformed copies of the Grant Deed, the Assignment and all other appropriate documents to Buyer.

**Section 2.22 Escrow Cancellation Charges.** Notwithstanding any other provision of this Agreement to the contrary, in the event that Close of Escrow fails to occur as a result of the default of a Party, the defaulting party ("Defaulting Party") shall be liable for all Escrow cancellation charges. In the event that Close of Escrow fails to occur for any other reason, Buyer and Seller shall each be responsible for and shall pay one-half of all Escrow cancellation charges unless specified otherwise in this Agreement.

### **ARTICLE III FEASIBILITY, DUE DILIGENCE AND INSPECTIONS**

**Section 3.1 Feasibility, Due Diligence, and Inspection.** Buyer shall have one hundred eighty (180) calendar days from the Opening of Escrow ("Due Diligence Period") to complete its due diligence, on the Property. The due diligence shall include, but not be limited to, any investigations for environmental conditions, feasibility of the Property, and any State, Federal, or local requirements for development or use of the Property ("Due Diligence"). After providing Seller with at least twenty-four (24) hours written notice, Buyer and its consultants, agents, contractors, and employees ("Buyer's Agents") shall have the opportunity during the Due Diligence Period to enter the Property during regular business hours or as reasonably necessary to inspect the Property. After providing Seller with at least twenty-four hours written notice, and evidence of insurance covering Buyer's investigations on the Property, Buyer and/or Buyer's Agents may conduct any such tests or inspections as Buyer may elect or deem necessary including, but not limited to, the following:

(i) **General Inspection.** Buyer, at its sole cost and expense, shall review the feasibility of, and all factors relevant to, the use of the Property in the manner anticipated by Buyer, and may conduct any and all inspections, reviews, examinations, and tests of the Property to determine the feasibility of such use. Buyer shall be responsible for any damages to persons or property, including the Property, occurring as a result of Buyer's Due Diligence of the Property

(ii) **Environmental Inspections.** Buyer may conduct whatever environmental tests of the Property are necessary, in its discretion, or otherwise legally required. Should Buyer be advised of a serious or substantial adverse condition existing on the Property, Buyer shall notify Seller of its discovery within twenty-four (24) hours.

**Section 3.2 Consequences of Feasibility and Due Diligence Inspections.** If Buyer fails to disapprove, in writing, the physical or environmental condition of the Property prior to the end of the Due Diligence Period, or any extension thereto, Buyer shall be deemed to have approved the physical and environmental condition of the Property. Buyer shall timely notify Seller and

Escrow Holder in writing if Buyer disapproves the physical or environmental condition of the Property as a result of any inspection, study, test, or review conducted pursuant to Section 3.1. In such event, within ten (10) calendar days after receipt of any such notification, Seller may either: (i) cancel the Escrow with respect to the Property by delivering written notice to Buyer and Escrow Holder; or (ii) give written notice to Buyer and Escrow Holder that Seller intends to remove or abate the condition prior to Close of Escrow ("Abatement Option"). If Seller elects to exercise the Abatement Option, Seller shall do so at its own cost and expense prior to Close of Escrow, or after Close of Escrow pursuant to a separate written agreement with and acceptable to Buyer, in Buyer's sole and absolute discretion. Notwithstanding any provision to the contrary herein, prior to the expiration of the Due Diligence Period, Buyer, in Buyer's sole and absolute discretion, shall be entitled to terminate its obligation to purchase the Property by providing written notice to Seller and Escrow Holder of its intention to withdraw from the Agreement ("Buyer Termination Notice"); upon such Buyer Termination Notice, the escrow and this Agreement shall be deemed terminated and Buyer, provided Buyer is not in default, shall receive a return of the Initial Deposit. In the event Buyer fails to close Escrow after the Due Diligence Period (other than pursuant to an express termination right in favor of Buyer under this Agreement) or is otherwise in breach of the Agreement, which is not cured, Seller shall retain the Initial Deposit as liquidated damages as set forth under Section 7.4 herein.

**Section 3.3 Right to Observe Inspections and Testing.** Seller and Seller's consultants may be present and may observe any inspections, studies or tests conducted by Buyer or Buyer's consultants; however, Seller and/or its consultants shall not interfere with, or in any manner impede, any such inspection, study or test, and Buyer shall in no way be responsible for the safety of, or be liable for, Seller and/or its consultants during any such inspection, study or test.

**Section 3.4 Repair of the Property.** If Escrow is cancelled with respect to the Property, Buyer shall promptly repair any damage it has caused to the Property.

**Section 3.5 Seller Information.** Ten (10) business days from the Opening of Escrow, Seller shall provide Buyer with copies of any environmental reports, assessments, or other information in Seller's possession concerning the Property, or any portion thereof. In addition, Seller agrees to execute an authorization allowing Buyer to see any plans, permits, etc., that may be on file with the City or other governmental agency related to the Property. Seller shall also deliver to Buyer all documents in Seller's possession including but not limited to the following:

- (i) All soils/geological reports, if any;
- (ii) Environmental Reports, if any;
- (iii) Site plan and most recent existing survey, if any;
- (iv) Full set of building plans, including elevations, if any; and
- (v) Any disclosures.

#### **ARTICLE IV SELLER'S REPRESENTATIONS AND WARRANTIES**

**Section 4.1 Seller's Representations and Warranties.** Seller warrants and represents that the following facts are true and correct as of the date Seller executes this Agreement and as of the Closing Date, and that the truth and accuracy of such representations and warranties shall constitute a condition to Close of Escrow and shall survive the Close of Escrow for a period of one (1) year.

(i) To Seller's knowledge, there are no actions, suits, material claims, or legal proceedings pending before any court or governmental agency that could have a material, adverse effect on Buyer's purchase, ownership, or intended use of the Property.

(ii) Seller has not granted any, and to Seller's knowledge there are no, liens or encumbrances on, or claims to, or covenants, conditions and restrictions, leases, easements, rights-of-way, except as indicated in the title documents or disclosed in writing to Buyer within the first thirty (30) days of the Initial Contingency Period and approved by Buyer.

(iii) (a) Neither this Agreement, nor any action required hereunder, violates or shall violate any contract, agreement, or instrument to which Seller is a party or which affects the Property, or any portion thereof; and (b) no other person or entity is required to consent to, acknowledge, or execute this Agreement in order to validate its execution by Seller or to permit the consummation of the transactions contemplated herein.

(iv) Seller is not in default with respect to any obligations or liabilities pertaining to the Property, nor to Seller's knowledge is there any existing state of facts or circumstances, or any condition or event, that would constitute or result in any such default upon the giving of notice or the passage of time or both. Seller has not received written notice or otherwise learned of any default or impending default by Seller of any obligations or agreements that could have a material and adverse effect upon the Property.

(v) Seller has not: (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Seller's creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets; (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets; (v) admitted in writing their inability to pay their debts as they come due; or (vi) made an offer of settlement, extension or composition to their creditors generally.

(vi) To Seller's knowledge, Seller has not received any notice (i) that the Property violates any law or regulations applicable to the Property, including applicable environmental laws, or (ii) regarding any presence of hazardous wastes, toxic substances, or related materials ("Hazardous Materials") on the Property requiring removal or mitigation under applicable laws.

(vii) Seller has the full right and authority to enter into this Agreement and consummate the transactions contemplated herein, and each person signing this Agreement on behalf of Seller is authorized to do so.

As used in this Agreement, the phrase "Seller's knowledge" shall mean the actual knowledge of the District's Superintendent, and any constructive knowledge imparted to him/her as a result of any report, study or other documentation in Seller's possession.

**ARTICLE V**  
**BUYER'S REPRESENTATIONS AND WARRANTIES**

**Section 5.1 Buyer's Representations and Warranties.** In addition to any other representations and warranties made by Buyer pursuant to this Agreement, Buyer warrants and represents that the following facts are true and correct as of the date Buyer executes this Agreement and as of the Closing Date, and the truth and accuracy of such representations and warranties shall constitute a condition to Close of Escrow.

(i) Neither this Agreement, nor any action required hereunder, violates or shall violate any contract, agreement or instrument to which Buyer is a party. No other person or entity is required to consent to, acknowledge, or execute this Agreement in order to validate its execution by Buyer or to permit the consummation of the transactions contemplated herein.

(ii) Buyer, subject to the provisions of this Agreement, has the full right and authority to enter into this Agreement and consummate the transactions contemplated herein, and each person signing this Agreement on behalf of Buyer is authorized to do so.

(iii) To Buyer's knowledge, except as set forth in this Agreement, there is no existing state of facts or circumstances, or any condition or event that would preclude Buyer from fulfilling its obligations under this Agreement.

As used in this Agreement, the phrase "Buyer's knowledge" shall mean the actual knowledge of the signatories to this Agreement on behalf of Buyer and any constructive knowledge imparted to them as a result of any report, study or other documentation in Buyer's possession.

**Section 5.2** Buyer hereby covenants and agrees that, subject to Seller's express representations and warranties set forth in this Agreement: (a) The Property is being acquired by Buyer in its "AS IS" and "WITH ALL FAULTS" condition as of the date of the Close of Escrow with respect to any facts, circumstances, statutory compliance matters, environmental or general conditions and defects of the Property. Seller has no obligation to repair or correct any condition, defect or circumstance affecting or relating to the Property or to compensate Buyer for the same. Buyer acknowledges Buyer is solely responsible for investigating the Property. Except as expressly provided herein, Seller makes no representations or warranties of any kind whatsoever, express or implied, regarding the condition of the Property and whether the Property is appropriate for Buyer's intended use; (b) Buyer has or prior to completion of the Due Diligence Period will have fully investigated the Property and all matters pertaining thereto; and (c) Buyer has, or prior to completion of the Due Diligence Period will have, diligently investigated all zoning and land use regulations, other governmental requirements, site and physical conditions, and other matters affecting the use and condition of the Property.

**ARTICLE VI**  
**INDEMNIFICATION**

**Section 6.1 Indemnification by Buyer.** Buyer agrees to indemnify, defend and hold harmless Seller and its, Board, agents, employees and contractors ("Seller's Agents") from any loss of or damage to the Property and adjacent property owned by person or entity, or injury or death

of any person whomsoever, excluding attorneys' fees, to the extent arising from the activities caused in whole or in part by any intentional or negligent act of Buyer or Buyer's Agents, or by any act or omission of Buyer or Buyer's Agents in the exercise of rights arising under this Agreement, or from all mechanic liens, materialmen liens, and other liens resulting from Buyer's exercise of its rights under this Agreement; provided, however, that Buyer shall not be liable in such instances from a loss, damage or injury that is caused by Seller and/or Seller's Agents, employees or contractors, or by any act or omission for which Seller and/or Seller's Agents, employees or contractors are liable without fault of Buyer.

## **ARTICLE VII DISPUTES AND DEFAULT**

**Section 7.1 Governing Law.** This Agreement shall be construed in accordance with California law.

**Section 7.2 Venue for Resolving Disputes.** Any arbitration, mediation, litigation or other proceeding arising out of, or connected with, this Agreement shall be conducted only in the County of San Diego.

**Section 7.3 Default.** Time is of the essence in this Agreement, and if either Party defaults on its obligations hereunder, then the other Party ("Non-Defaulting Party") may initiate termination of this Agreement by notice in writing to the Defaulting Party and Escrow Holder. If the Defaulting Party has not fully cured the default within fifteen (15) calendar days after receipt of such written notice, the Non-Defaulting Party may instruct Escrow Holder to cancel the Escrow, and the Non-Defaulting Party shall thereupon be released from its obligations under this Agreement. Notwithstanding any other provision of this Agreement (but reserving Buyer's rights pursuant to Section 2.13), in lieu of canceling the Escrow and terminating this Agreement, or in lieu of any other action or forbearance, after the foregoing fifteen (15) calendar day period, Buyer (provided that Buyer is the Non-Defaulting Party) may file an action in any court of proper jurisdiction for injunctive or other equitable relief, including specific performance, return of the Initial Deposit and Additional Deposit, if applicable, and for an award of damages incurred by Buyer as a result of Seller's default.

**Section 7.4 Liquidated Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, (1) IF BUYER HAS NOT TERMINATED (OR IS DEEMED NOT TO HAVE TERMINATED) THIS AGREEMENT PRIOR TO THE EXPIRATION OF THE INITIAL CONTINGENCY PERIOD AND IF THE CLOSING OF THE SALE OF THE PROPERTY TO BUYER IS NOT CONSUMMATED DUE TO BUYER'S DEFAULT UNDER THIS AGREEMENT, SELLER SHALL RETAIN THE INITIAL DEPOSIT AS SELLER'S LIQUIDATED DAMAGES; AND (2) IF BUYER HAS NOT TERMINATED (OR IS DEEMED NOT TO HAVE TERMINATED) THIS AGREEMENT PRIOR TO THE EXPIRATION OF THE EXTENDED CONTINGENCY PERIOD, IF SO INVOKED, AND IF THE CLOSING OF THE SALE OF THE PROPERTY TO BUYER IS NOT CONSUMMATED DUE TO BUYER'S DEFAULT UNDER THIS AGREEMENT, SELLER SHALL RETAIN THE ADDITIONAL DEPOSIT AS SELLER'S LIQUIDATED DAMAGES. SAID RETENTION OF THE INITIAL DEPOSIT AND, AS APPLICABLE, THE ADDITIONAL DEPOSIT,



SHALL CONSTITUTE SELLER'S SOLE AND EXCLUSIVE REMEDIES.

THE PARTIES AGREE THAT IT WOULD BE EXTREMELY IMPRACTICABLE AND DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES SUFFERED BY SELLER AS A RESULT OF BUYER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENTS A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT OF SUCH FAILURE, PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT LIMIT SELLER'S RIGHTS TO RECEIVE REIMBURSEMENT FOR ATTORNEYS' FEES, NOR WAIVE OR AFFECT SELLER'S RIGHTS AND BUYER'S INDEMNITY OBLIGATIONS UNDER OTHER SECTIONS OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTION 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671,1676, AND 1677. THE PARTIES HAVE SET FORTH THEIR INITIALS BELOW TO INDICATE THEIR AGREEMENT WITH THE LIQUIDATED DAMAGES PROVISION CONTAINED IN THIS SECTION.

Initial (Seller): \_\_\_\_\_

Initial (Buyer): \_\_\_\_\_

**ARTICLE VIII  
MISCELLANEOUS PROVISIONS**

**Section 8.1 Entire Agreement.** This Agreement fully and completely expresses the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements between the Parties with respect thereto. No claim of waiver, modification, consent, or acquiescence with respect to any of the provisions of this Agreement shall be made against either Party, except on the basis of a written instrument executed by or on behalf of such Party.

**Section 8.2 Waiver.** The failure of either Party at any time to require a performance by the other Party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver of any breach of any provision of this Agreement by Buyer or Seller shall not be deemed a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement.

**Section 8.3 Construction of Agreement – Legal Representation.** This Agreement shall not be construed in favor of or against either Party, but shall be construed as if both Parties prepared this Agreement. Buyer and Seller acknowledge that they have been represented by counsel of their own choice. Neither Buyer nor Seller is relying upon any legal advice from the other Party's legal counsel regarding the subject matter thereof. Both Parties acknowledge that they understand the terms and conditions of this Agreement and the terms and conditions of all other documents and agreements executed in connection herewith and that they sign the same freely. Neither Buyer nor Seller shall deny the enforceability of any provision of this Agreement or any of the other

documents or agreements executed in connection herewith on the basis that it did not have legal counsel or that it did not understand any such term or condition. This Agreement and any ambiguities or uncertainties contained in this Agreement shall be equally and fairly interpreted for the benefit of and against all Parties to this Agreement and shall further be construed and interpreted without reference to the identity of the Party or Parties preparing this document, it being expressly understood and agreed that the Parties hereto participated equally in the negotiation and preparation of this Agreement or have had equal opportunity to do so.

**Section 8.4 Relationship of the Parties.** The relationship of the Parties to this Agreement shall be solely that of Buyer and Seller, and nothing herein contained shall be construed otherwise.

**Section 8.5 Not for Benefit of Third Parties.** This Agreement and every provision hereof are for the exclusive benefit of the Parties to this Agreement and not for the benefit of any third party.

**Section 8.6 Assignment.** This Agreement shall be binding upon the Parties hereto and their respective heirs, successors or representatives or assigns. Buyer may assign its rights under this Agreement upon written notice and approval by Seller; provided, however, that Buyer shall have the right to assign its rights and obligations under this Agreement without Seller's prior consent to any affiliate, including an entity which is controlled by, controls, is under common control with Buyer, or to any entity in which Buyer has an equity interest. No such assignment shall, however, relieve Buyer of its obligations under this Agreement.

**Section 8.7 Survival of Terms.** All warranties, representations, covenants and conditions contained herein, shall survive the Close of Escrow for a period of one (1) year from the Close of Escrow.

**Section 8.8 Headings and References.** The headings and captions of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement. All uses of the words "Article(s)" and "Section(s)" in this Agreement are references to articles and sections of this Agreement, unless otherwise specified.

**Section 8.9 Notices.** All notices, demands and other communications given or required to be given pursuant to this Agreement shall be in writing, duly addressed as indicated below, and given by personal delivery, registered or certified mail (postage prepaid and return receipt requested), Federal Express or other reliable private express delivery, or by facsimile transmission (with original to follow via first-class U.S. Mail) or electronic mail (with original to follow via first-class U.S. Mail). Such notices, demands or other communications shall be deemed received: (i) immediately upon delivery if personally delivered, sent by facsimile transmission, or sent by electronic mail; or (ii) after three business days if given or sent by any other approved method specified above. Any Party specified below may, for purposes of this Agreement, change its name, address, facsimile number, or electronic mailing address, or person to whom attention should be directed by giving notice in the manner specified in this Section. A copy of any notice, demand, or communication sent to Buyer should also be sent to Buyer's legal counsel, and a copy of any notice, demand, or communication sent to Seller should also be sent to Seller's legal counsel. Notices, demands, and communications shall be duly addressed as follows:

To Seller:

Mr. Karl Christensen  
Assistant Superintendent, Business Services  
Santee School District  
9625 Cuyamaca Street  
Santee, CA 92071  
(619) 258-2321 (telephone)  
(619) 258-2241 (facsimile)  
karl.christensen@santeesd.net (e-mail)

With a copy to:

Seller's Legal Counsel

Wendy H. Wiles  
Bowie, Arneson, Wiles & Giannone  
4920 Campus Drive  
Newport Beach, CA 92660  
(949) 851-1300 (telephone)  
(949) 851-2014 (facsimile)  
wwiles@bawg.com (e-mail)

Escrow Holder:

Chicago Title Company  
Della DuCharme, C&I Escrow Officer  
701 B Street, SUITE 1120  
San Diego, CA 92101  
(619) 230-6363 direct  
(619) 230-6368 fax  
619-839-3866 Efax  
[della.ducharme@ctt.com](mailto:della.ducharme@ctt.com)

To Buyer:

Haagen Company, LLC  
12302 Exposition Boulevard  
Los Angeles, California 90064  
Attn: Alexander Haagen III  
(310) 820-1200 (telephone)  
(310) 820-1225 (facsimile)  
With a copy to: Chris Fahey at:  
[cfahey@haagenco.com](mailto:cfahey@haagenco.com) (e-mail)

Buyer's Representative

Law Offices of Trudi J. Lesser  
400 Continental Boulevard, 6<sup>th</sup> Floor  
El Segundo, California 90245  
Attn: Trudi Lesser  
(310) 426-2607 (telephone)  
(310) 426-2001 (facsimile)  
[trudi@tjllawyer.com](mailto:trudi@tjllawyer.com) (e-mail)

**Section 8.10 Incorporation of Recitals and Exhibits.** All Recitals and Exhibits attached hereto and referred to herein are incorporated into and are an effective part of this Agreement.

**Section 8.11 Severability.** If any article, section, subsection, paragraph, sentence, clause or phrase contained in this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by a court of competent jurisdiction to be illegal, null or void or against public policy, the remaining articles, sections, subsections, paragraphs, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.

**Section 8.12 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument. Facsimile and electronically scanned copies shall be treated as originals.

**Section 8.13 Time of Essence.** Time shall be of the essence with respect to the obligations of the Parties hereunder.

**Section 8.14 Meaning of Terms.** When necessary herein, all terms used in the singular shall apply to the plural, and *vice versa*; and all terms used in the masculine shall apply to the neuter and feminine genders.

**Section 8.15 Counting of Days.** Unless expressly specified herein, any reference to "days" shall mean calendar days.

IN WITNESS OF THE FOREGOING, the undersigned execute this Agreement on behalf of Buyer and Seller.

SANTEE SCHOOL DISTRICT

Date: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
Kristin Baranski  
Superintendent

HAAGEN COMPANY, LLC, a California limited liability company

Date: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
\_\_\_\_\_

**Approved as to Form By:**

**Bowie, Arneson, Wiles & Giannone**

By: \_\_\_\_\_  
Wendy H. Wiles, Legal Counsel for Seller

**EXHIBIT A**

**LEGAL DESCRIPTION**

THE LAND REFERRED TO IN THIS AGREEMENT IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO, AND IS DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LOTS 3, 4, 5, 6 AND 7 IN BLOCK 14 OF THE SUBDIVISION OF LOTS "H" AND "O" OF RANCHO EL CAJON, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 817, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 2, 1896, TOGETHER WITH A PORTION OF MISSION AVENUE AND COTTONWOOD AVENUE LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARY:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF MISSION AVENUE WITH THE CENTER LINE OF COTTONWOOD AVENUE; THENCE EAST ALONG SAID CENTER LINE OF MISSION AVENUE 1085.70 FEET TO THE NORTHEASTERLY CORNER OF A PARCEL OF LAND CONVEYED TO THE SANTEE SCHOOL DISTRICT OF SAN DIEGO BY DEED RECORDED DECEMBER 23, 1948 IN BOOK 3509, PAGE 109 OF OFFICIAL RECORDS; THENCE SOUTH TO AN INTERSECTION WITH THE SOUTHERLY LINE OF MISSION AVENUE; THENCE ALONG THE SOUTHERLY LINE OF MISSION AVENUE EAST 198.00 FEET TO THE NORTHEASTERLY CORNER OF LOT 3 OF SAID BLOCK 14; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT 3 AND THE SOUTHERLY PROLONGATION THEREOF TO THE SOUTHEASTERLY BOUNDARY OF LOT 7 IN BLOCK 14; THENCE ALONG THE SOUTHEASTERLY BOUNDARY, SOUTHWESTERLY TO THE SOUTHERLY LINE OF SAID LOT; THENCE ALONG THE SOUTHERLY LINE, WESTERLY TO AN INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF LOT 4 IN SAID BLOCK 14; THENCE NORTHERLY ALONG SAID PROLONGATION 175.00 FEET TO THE SOUTHEASTERLY CORNER OF LAND DESCRIBED IN DEED TO THE SANTEE SCHOOL DISTRICT OF SAN DIEGO COUNTY BY DEED RECORDED AUGUST 4, 1949 IN BOOK 3277, PAGE 84 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHERLY LINE OF THE LAST MENTIONED LAND AND ALONG A LINE DRAWN PARALLEL WITH AND 175.00 FEET NORTHERLY FROM THE SOUTH LINE OF SAID LOTS 4, 5, 6, AND 7 WEST 1035.70 FEET TO THE WEST LINE OF SAID LOT 6; THENCE NORTHERLY ALONG SAID WEST LINE 83.00 FEET; THENCE WESTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF MISSION AVENUE 30.00 FEET TO AN INTERSECTION WITH THE CENTER LINE OF COTTONWOOD AVENUE; THENCE NORTHERLY ALONG SAID CENTER LINE TO THE POINT OF BEGINNING.

APN: 384-091-01, 13 & 14

EXHIBIT A

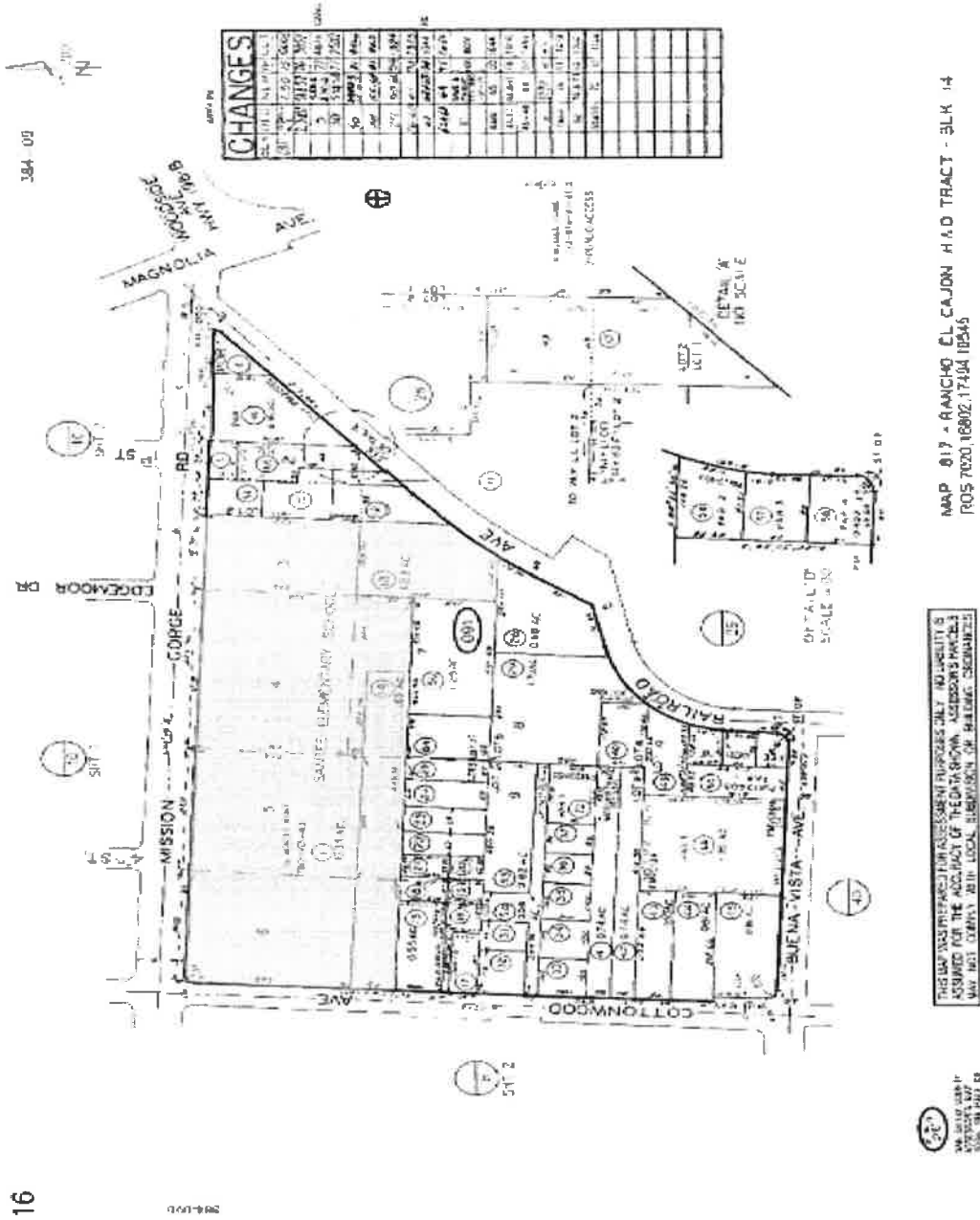
-1-

**EXHIBIT B**

**DEPICTION OF PROPERTY**

Santee School District – 10335 Mission Gorge Road, Santee, CA 92071

**Assessor's Parcel Map**



**EXHIBIT C**  
**STANDARD ESCROW INSTRUCTIONS**  
**(TO BE ATTACHED UPON OPENING OF ESCROW)**



**EXHIBIT D**

**ACKNOWLEDGMENT OF ESCROW OFFICER**

The undersigned Escrow Holder is in receipt of this PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS BETWEEN THE SANTEE SCHOOL DISTRICT AND \_\_\_\_\_, dated as of this \_\_\_\_ day of \_\_\_\_\_, 2018, and, in accordance therewith states that \_\_\_\_\_, 2018, is the date of the opening of the Escrow. The undersigned Escrow Holder agrees to act as Escrow Holder pursuant to the terms of the Agreement.

Chicago Title Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT E**

**GRANT DEED**

Recording Requested By and When  
Recorded Mail this Grant Deed  
And All Tax Statements To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, SANTEE SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California ("Grantor"), hereby grants to \_\_\_\_\_, a \_\_\_\_\_ ("Grantee"), that certain real property located in the City of Santee, County of San Diego, State of California, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, this instrument is executed as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTORS:

SANTEE SCHOOL DISTRICT

By: \_\_\_\_\_  
Kristin Baranski, Superintendent

**[PLEASE NOTARIZE SIGNATURES]**

EXHIBIT "A" TO GRANT DEED

LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS AGREEMENT IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO, AND IS DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LOTS 3, 4, 5, 6 AND 7 IN BLOCK 14 OF THE SUBDIVISION OF LOTS "H" AND "O" OF RANCHO EL CAJON, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 817, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 2, 1896, TOGETHER WITH A PORTION OF MISSION AVENUE AND COTTONWOOD AVENUE LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARY:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF MISSION AVENUE WITH THE CENTER LINE OF COTTONWOOD AVENUE; THENCE EAST ALONG SAID CENTER LINE OF MISSION AVENUE 1085.70 FEET TO THE NORTHEASTERLY CORNER OF A PARCEL OF LAND CONVEYED TO THE SANTEE SCHOOL DISTRICT OF SAN DIEGO BY DEED RECORDED DECEMBER 23, 1948 IN BOOK 3509, PAGE 109 OF OFFICIAL RECORDS; THENCE SOUTH TO AN INTERSECTION WITH THE SOUTHERLY LINE OF MISSION AVENUE; THENCE ALONG THE SOUTHERLY LINE OF MISSION AVENUE EAST 198.00 FEET TO THE NORTHEASTERLY CORNER OF LOT 3 OF SAID BLOCK 14; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT 3 AND THE SOUTHERLY PROLONGATION THEREOF TO THE SOUTHEASTERLY BOUNDARY OF LOT 7 IN BLOCK 14; THENCE ALONG THE SOUTHEASTERLY BOUNDARY, SOUTHWESTERLY TO THE SOUTHERLY LINE OF SAID LOT; THENCE ALONG THE SOUTHERLY LINE, WESTERLY TO AN INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF LOT 4 IN SAID BLOCK 14; THENCE NORTHERLY ALONG SAID PROLONGATION 175.00 FEET TO THE SOUTHEASTERLY CORNER OF LAND DESCRIBED IN DEED TO THE SANTEE SCHOOL DISTRICT OF SAN DIEGO COUNTY BY DEED RECORDED AUGUST 4, 1949 IN BOOK 3277, PAGE 84 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHERLY LINE OF THE LAST MENTIONED LAND AND ALONG A LINE DRAWN PARALLEL WITH AND 175.00 FEET NORTHERLY FROM THE SOUTH LINE OF SAID LOTS 4, 5, 6, AND 7 WEST 1035.70 FEET TO THE WEST LINE OF SAID LOT 6; THENCE NORTHERLY ALONG SAID WEST LINE 83.00 FEET; THENCE WESTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF MISSION AVENUE 30.00 FEET TO AN INTERSECTION WITH THE CENTER LINE OF COTTONWOOD AVENUE; THENCE NORTHERLY ALONG SAID CENTER LINE TO THE POINT OF BEGINNING.

APN: 384-091-01, 13 & 14



**EXHIBIT F**

**ASSIGNMENT AND ASSUMPTION**

THIS ASSIGNMENT AND ASSUMPTION ("Assignment") is made this \_\_\_ day of \_\_\_\_\_, 2018, by and between \_\_\_\_\_, a \_\_\_\_\_ ("Assignor"), and \_\_\_\_\_, a \_\_\_\_\_ ("Assignee").

**RECITALS**

A. Assignor and Assignee are parties to that certain Purchase Agreement and Escrow Instructions Between \_\_\_\_\_ and \_\_\_\_\_ (the "Agreement") dated as of April \_\_\_, 2018, respecting the sale of certain "Property" (as defined in the Agreement). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

B. Under the Agreement, Assignor agrees to assign to Assignee, and Assignee agrees to assume, to the extent transferable by Assignor, all of Assignor's right, title and interest in and to the Intangible Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee all of Assignor's estate, right, title and interest in and to the Intangible Property, and Assignee hereby accepts such assignment.

By acceptance of this Assignment, Assignee hereby assumes the performance of all of the terms, obligations, covenants and conditions imposed upon Assignor under the Intangible Property first arising or accruing from and after the Close of Escrow. Assignee hereby assumes all obligations of any nature whatsoever under the Intangible Property first arising or accruing from and after the Close of Escrow.

Assignee hereby agrees to indemnify, defend and hold harmless Assignor, its agents and its and their successors and assigns from and against any and all claims, losses, liabilities, demands and expenses of whatever nature, including reasonable attorneys' fees, suffered or incurred by Assignor by reason of any breach by Assignee of any of its obligations under this Assignment or arising out of anything pertaining to the Intangible Property first arising or accruing from and after the Close of Escrow. Assignor hereby agrees to indemnify, defend and hold harmless Assignee, its agents and its and their successors and assigns from and against any and all claims, losses, liabilities, demands and expenses of whatever nature, including reasonable attorneys' fees, suffered or incurred by Assignee by reason of any breach by Assignor of any of its obligations under this Assignment or arising out of anything pertaining to the Intangible Property arising prior to the Close of Escrow.

This Assignment shall be binding upon and inure to the benefit of the successors and assignees of all the respective parties hereto.

This Assignment and the obligations of the parties hereunder shall survive the closing of the transaction referred to in the Agreement and shall not be merged therein, shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns, shall be governed by and construed in accordance with the laws of the State of California, and may not be modified or amended in any manner other than by a written agreement signed by the party to be charged therewith.

This Assignment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first above written.

ASSIGNOR: \_\_\_\_\_ a  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE: \_\_\_\_\_  
a \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Discussion & Action Item F.2.1. Approval of Agreement with PeopleAdmin for Online Automation of Employee Evaluation Process

Prepared by Tim Larson  
April 17, 2018

**BACKGROUND:**

On June 6, 2017, the Board of Education approved an agreement between PeopleAdmin and the Santee School District to develop an electronic personnel system, referred to as "TalentEd Onboarding & Managing". The Human Resources department began processing new employees electronically using the TalentEd system in September 2017 allowing for digital retention of all personnel records, thereby eliminating the need for paper personnel files.

Phase II of the PeopleAdmin system, known as "TalentEd Perform", will provide online tracking of individual evaluation timelines, performance observations, action plans, and access to electronic evaluation forms.

PeopleAdmin will provide software, configuration training, and customer support for building, testing, and successfully launching the program. PeopleAdmin has provided a *Statement of Work / Implementation Overview* outlining general progression expectations from TalentEd Perform.

The PeopleAdmin, TalentEd Perform agreement will be for 39-months and will automatically renew for successive 12 month terms. Either party can terminate the agreement for any reason, with at least forty-five (45) days' prior written notice.

**RECOMMENDATION:**

It is recommended that the Board of Education approve the agreement with PeopleAdmin for online automation of the employee evaluation process.

**FISCAL IMPACT:**

An initial one-time set up fee for TalentEd Perform will be \$4,350. The annual subscription fee of \$12,500 will begin on July 1, 2018 and paid by the General Fund.

**STUDENT ACHIEVEMENT:**

This is a personnel item.

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

Agenda Item F.2.1.



## Order Form

Order Number: 2018-18806  
 Quote Expiration Date:  
 3/22/2018  
 Contract Term (Months): 39

Presented To:  
 Tim Larson

Subscription Products			
Product Name	Prorated Fee		Annual Subscription Fee
TalentEd Perform - District Edition	\$0.00		\$12,500.00
	<b>Total Prorated Fees</b>	<b>\$0.00</b>	<b>Total Annual Subscription</b>
			<b>\$12,500.00</b>

The above listed subscription products are prorated to align with Customer's current subscription term or fiscal year, as applicable.

Services and Training			
Product Name	Quantity		One Time Fee
Evaluator Training TalentEd Perform: Online	20		\$600.00
Smart Start Guided Implementation for TalentEd Perform District: Online	6,000		\$3,750.00
	<b>Total Sales Price</b>		<b>\$4,350.00</b>
		<b>Total Due</b>	<b>\$4,350.00</b>

**Annual Increase:** 4.00 %



**Terms and Conditions:**

Services are subject to the terms of the Master Services Agreement located at <https://www.peopleadmin.com/terms-and-conditions/>.

The term of the Agreement is for 39 months and will automatically renew for successive 12 month terms.

Product start date will be based on date of execution of this Order Form.

All services fees are due within 30 days of execution of this Order Form. Annual services fees are due no later than July 30th,2018. Subsequent Service Fees for any Renewal Term will be due no later than thirty (30) days before the first day of such Renewal Term and are subject to a 4.00 % annual increase.

**Add On Orders Only:**

All Subscription Fees for add on orders will be prorated based on the date of execution through the end of the current contract term. All training services must be completed within three (3) months of purchase.

Except where required by law, the contents of this proposal should not be duplicated, used, or disclosed in whole or in part for any other purpose other than to evaluate this proposal or solicitation without express written permission of PeopleAdmin, Inc.

**Customer:** Santee School District

\_\_\_\_\_  
*Customer Signature*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Contact Information for Accounts Payable/Billing**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone:: \_\_\_\_\_



Customer Name:			
Street Address	City	State	Zip
Mailing/Billing Address (If different from above)	City	State	Zip
Tax Exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please provide tax exemption form upon completion.	Billing Contact Email:		Billing Contact Phone:

This Master Services Agreement ("Agreement") is made and entered into on the date first signed below by and between PeopleAdmin, Inc. ("Company") a Delaware corporation, and Customer (as identified above) ("Customer"). Company offers access to its system which assists Customer in automating certain human resources administrative tasks (the "System"). The PeopleAdmin Systems is offered as a software as a service (SaaS) which is centrally hosted by Company and accessed by the Customer remotely via the web.

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the following meanings:
  - (i) **Affiliate:** With respect to any particular Person, any other Person controlling, controlled by or under common control with such particular Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through ownership of voting securities, by contract or otherwise.
  - (ii) **Agreement:** The MSA, together with any Order Form and/or Statement of Work.
  - (iii) **Company:** Company as used herein means PeopleAdmin, Inc., a Delaware corporation or its Affiliate to the extent such Affiliate executes an Order Form and/or SOW as further described below in the Section entitled "Affiliates".
  - (iv) **Company Intellectual Property:** All rights in, or a license to any intellectual property owned by the Company or its licensors, including but not limited to, new forms and form modifications, software, trademarks, and other inventions or technical know-how protectable under patent, copyright, and trade secret law provided, conceived, discovered, or developed, in whole or in part, by Company in the performance of the Services or embodied in the System.
  - (v) **Confidential Information:** means any proprietary or confidential information that at the time of disclosure is marked as "proprietary" or "confidential," is reasonably identifiable as the disclosing party's proprietary or confidential information, or should reasonably be considered as proprietary or confidential under the circumstances of disclosure. Confidential Information includes Customer's job applicant information, personnel data, and hiring criteria, Customer's and Company's forms, Company's software used to provide the System, and the terms of the Agreement. Information is not Confidential Information if a party can clearly show that it (i) became known to the receiving party prior to receipt from the disclosing party, (ii) has become publicly known, except through breach of this Agreement, or (iii) is independently developed without reference to Confidential Information.
  - (vi) **Customer:** The Person identified above or its Affiliate to the extent such Affiliate executes an Order Form and/or SOW as further described below in the Section entitled "Affiliates".
  - (vii) **EPI:** Educators Professional Inventory which consists of a pair of a set of screening and hiring instruments that use thousands of data points, collected over time, to help school, district, and institution leaders identify teacher educators, administrators and support staff candidates.
  - (viii) **Person.** Any natural person, limited liability company, general partnership, limited partnership, corporation, joint venture, trust, business trust, cooperative, association or governmental entity.
  
2. **Services.** During the term of this agreement, provided timely payment of the applicable fees, Company shall (i) provide Customer access to the System modules listed on any applicable Order Form (SaaS Services), along with associated Support (Support Services) and (ii) perform any professional services, including, but not limited to, implementation, training and other consulting services (Professional Services), listed on any applicable Order Form(s) and described in any attached Statement of Work ("SOW"). SaaS Services and Professional Services are referred to herein as the "Services". Customer authorizes Company to provide the Services and agrees to pay the associated fees as set forth in any attached Order Forms and additional Exhibits or SOWs as the parties may agree to from time to time.
  
3. **SAAS Subscriptions.** Company will provide to Customer access to the System modules listed on any Order Form(s) for the Subscription term indicated therein. Access to the SaaS Services is limited to the version of the System in Company's production environment. Company regularly updates the SaaS Services and reserves the right to add and/or substitute functionally equivalent features from time to time at its sole discretion. Company will provide Customer online access to and use of the SaaS Service via the Internet by use of a Company-approved Customer-provided browser. The Service will be hosted on a server that is maintained by Company or its designated third-party supplier or data center.

employee performance evaluations, or for any other purpose relating to existing Customer employees. Company reserves the right at any time with notice to Customer to suspend access to the EPI by Customer, candidates, or authorized users to the extent that Company reasonably believes such party or person is accessing or using the EPI in breach of, or is otherwise not in compliance with, any of the terms or conditions of this Agreement. In no event shall Company be required to monitor or supervise the use of the EPI by Customer, candidates or authorized users and compliance with the terms of this Agreement by each of Customer, candidates and authorized users shall at all times be and remain Customer's responsibility.

12. **No Liability for Customer Procedures.** Company carries out procedures specified solely by Customer, and Company expressly denies all liability for Company's implementation of Customer's procedures including, but not limited to, Customer's hiring and screening criteria and any of Customer's practices that are discriminatory or otherwise in violation of applicable law. Customer is solely responsible for determining the scope and extent of the Services provided by Company, and Customer is entirely responsible for reviewing the Services provided by Company on Customer's behalf to ensure compliance with Customer's procedures. Company makes no attempt to determine or advise as to whether the Customer's procedures comply with any statutory or regulatory requirements, including but not limited to any statutory or regulatory requirements related to hiring, employment, race, color, ancestry, religion, citizenship, gender, sexual orientation, age, marital status, pregnancy, veteran status, national origin, disability, or any federal, state or local statutes governing the employer/employee relationship. To the extent, however, that Customer's procedures or criteria clearly violate any of these laws, Company reserves the right to refuse to implement such procedures or criteria. Company also will not be liable for Customer's failure to comply with applicable laws, regulations, or Customer's own privacy policy (if any) or for loss of data. Software may be used as a factor in Customer's hiring decisions, but are not designed to be nor shall they be utilized as the substantial or sole factor in such hiring decisions, but rather, they shall be used in conjunction with other selection processes, including candidate interviews. Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Customer is entirely responsible for any and all activities that occur under Customer's account. Customer agrees to immediately notify Company of any unauthorized use of Customer's account or any other breach of security known to Customer. Company shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements.
13. **Warranty and Disclaimer.** Company warrants that the services will be performed in all material respects in accordance with the services policies referenced in the applicable SOW or Order Form. COMPANY DOES NOT GUARANTEE THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT COMPANY WILL CORRECT ALL SERVICES ERRORS. CUSTOMER ACKNOWLEDGES THAT COMPANY DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES. NEITHER COMPANY NOR ANY PERSON ASSOCIATED WITH COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SOFTWARE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SOFTWARE. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ANYONE ASSOCIATED WITH COMPANY REPRESENTS OR WARRANTS THAT THE SOFTWARE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SOFTWARE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SOFTWARE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SOFTWARE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SOFTWARE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SOFTWARE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SOFTWARE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED, OR ON ANY WEBSITE LINKED TO IT. COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW FOR THE DISCLAIMER OF CERTAIN WARRANTIES. TO THE EXTENT THEY ARE HELD TO BE INVALID, THE APPLICABLE DISCALIMER SHALL NOT APPLY AND ALL OTHER TERMS AND SHALL REMAIN IN FORCE
14. **Limitation of Liability.** IN NO EVENT WILL COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SOFTWARE, ANY SOFTWARE LINKED TO IT, ANY CONTENT ON THE SOFTWARE OR SUCH OTHER SOFTWARE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SOFTWARE OR SUCH OTHER SOFTWARE, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. EXCEPT FOR INDEMNITY OBLIGATIONS, EACH PARTY'S LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID TO COMPANY BY CUSTOMER DURING THE PREVIOUS TWELVE (12) MONTHS. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. COMPANY WILL NOT BE RESPONSIBLE FOR 1) MODIFICATION OF THE PRODUCTS OR SERVICES BY ANY PARTY OTHER THAN COMPANY; (2) THE COMBINATION, OPERATION, OR USE OF THE PRODUCT OR SERVICES WITH OTHER PRODUCTS, DATA OR SERVICES MAY BE INFRINGING UPON ANOTHER PRODUCT; OR 3) UNAUTHORIZED OR IMPROPER USE OF THE PRODUCTS OR SERVICES
15. **Confidential Information.** Each party agrees that it (i) will not copy or use any of the other party's Confidential Information in any way, except as permitted by this Agreement or as required to achieve the purposes of this Agreement, (ii) will not disclose any of the other party's Confidential Information to any third party, except to that party's attorneys and accountants who need to know such information and who are subject to confidentiality obligations at least as stringent as those in this Agreement, and (iii) will protect the other party's Confidential Information as well as it protects its own information of a similar nature using at least reasonable care. The receiving party may disclose the Confidential Information of the disclosing party in response to a valid court order, law, or other governmental action, provided that, to the extent permitted by law, (i) the disclosing party is notified in writing before disclosure of the information and given a reasonable opportunity to obtain a protective order, and (ii) the receiving party assists the disclosing party, at the disclosing party's expense, in any attempt to limit or prevent the disclosure of the

- write or develop any derivative works based upon the System; (v) modify, adapt, translate or otherwise make any changes to the System or any part thereof; (vi) use the System to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without Company's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the System or (viii) remove from the System identification, patent, copyright, trademark or other notices or circumvent or disable any security devices functionality or features. Customer obtains no ownership rights or any other rights in the Intellectual Property or the Company System, other than those specified in this Agreement. Customer grants Company a limited license to use Customer's transactional and performance data related to Customer's use of the Services solely on an aggregated and de-identified basis as part of Company's overall statistics for marketing and analytical purposes, provided that Company does not reveal Customer's job applicant information, personnel data, or hiring criteria.
19. **Public Disclosure.** Customer grants to Company the right to publicly disclose the fact that Customer is using Company for Company's advertising and other promotional purposes. Any other publicity shall require the mutual consent of the parties.
20. **Intellectual Property Rights.** Some Software and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) ("Content"), are owned by Company, its licensors or other providers of such material and are protected by United States copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. All Content is provided "AS-IS" and "AS-AVAILABLE". You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on from our Software, except as follows: (i) Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials and (ii) You may store files that are automatically cached by your Web browser for display enhancement purposes. If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Software in breach of the Agreement, your right to use the Software will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Software or any Content is transferred to you, and all rights not expressly granted are reserved by Company. Any use of the Software not expressly permitted by this Agreement is a breach of these Terms, and may violate copyright, trademark and other laws.
21. **Customer Data.** All identified data is owned by Customer and is to be strictly held as confidential. Company will delete and destroy all copies of identified data once the Agreement is terminated with or without default. Customer has the option to receive a backup of data prior to deletion, which may result in additional charges. All right, title and interest in and to the Licensed Material, and all copyrights, patents, trademarks, service marks or other intellectual property or proprietary rights relating thereto, belong exclusively to Company. Any modification to the Software performed by Customer directly or indirectly extending the current capabilities shall be the property of Company and all copyrights and other rights are hereby assigned to Company. Customer agrees that Company has permission to maintain and use any de-identified data as listed in this Agreement.
22. **Candidate Data for EPI.** To the extent Customer subscribes to EPI, Customer hereby authorizes Company to obtain and maintain any and all data and information with respect to candidates ("Candidate Data"). Customer agrees that it will provide any teacher performance data (see Exhibit A attached to order form) in accordance with the submission schedule set forth in Exhibit A. Customer also authorizes Company to obtain such performance data, if available, from entities that perform assessment for Customer, and will execute such documents or take such further actions to effectuate this authorization. Customer will continue to submit and permit Company to obtain such performance data through and including the date which is three (3) years after the date on which this Agreement expires or terminates, provided that Company may only use such data for the review, evaluation, and improvement of the EPI. Furthermore, Customer understands and agrees that it may be required to provide to Company, in limited instances certain data relating to teacher qualifications in order to minimize duplicative information requests of the candidates through web-based portal facilities. Customer shall protect all of such data from loss by maintaining back-ups of all such data and routinely updating such back-ups. Company shall not be liable for any losses or damages resulting from the loss or corruption of any such data. Furthermore, Company makes no representations concerning, and shall not be liable for, the accuracy, completeness, authenticity, validity, or utility of any data supplied by Customer, candidates or authorized users or any incorrect Customer Reports resulting from such inaccurate or incomplete data. Any verification of data shall be the sole and absolute responsibility of Customer, provided, however, Customer acknowledges and agrees that Company may, at Company's sole discretion, independently verify for accuracy of the data. Customer shall cooperate with Company's efforts to independently verify data. Customer represents and affirms to Company that it has a current demonstrable educational or administrative interest in all data that Company is authorized to obtain and maintain pursuant to this Agreement, including data with respect to candidates that will be maintained by Company to permit comparative data analyses for the review, evaluation and improvement of the Services. The Services are institutional services and functions for which Customer would otherwise use its own employees, if not for this Agreement with Company. In performing the Services, Company shall be under the direct control of Customer in accordance with the terms of this Agreement with respect to Company's use and maintenance of records.
23. **Access to the EPI and Use of EPI Candidate Data.** To the extent Customer subscribes to EPI, Reports received by Customer resulting from the EPI ("Customer Reports") will be posted to and accessible to Customer and its authorized users through a Customer-specific log-in and web portal (the "Customer Portal"). Customer shall designate (a) the individuals that will have access to the Customer Portal (the "authorized users") and (b) of the authorized users, one who has been designated by the Customer's chief executive officer (or substantial equivalent) to have primary authority over access to the Customer Portal (the "Super Administrator"). The Customer may change the designation of the Super Administrator from time to time with notice to Company. The Super Administrator will: (a) control access to the Customer Portal; (b) require the use of secure passwords controlled by the Super Administrator for access to the Customer Portal; and (c) set up, update, and manage secure passwords to ensure access to the Customer Portal only by authorized users. Customer will adopt and maintain appropriate security precautions to prevent the disclosure of passwords to, and use by unauthorized persons. Customer will report to Company any known breaches of security and access control protocols. Candidates will enter such information, as specified by Company, through a teacher-specific log-in and web portal (the "Candidate Portal"). Customer will follow all procedures included within user manuals provided by Company with respect to the Candidate Portal, including the use of any disclaimer (prepared and provided by Company), with which all candidates must acknowledge agreement prior to entering the Candidate Portal. The Super Administrator will have primary authority and responsibility over access to the Candidate Portal. The Candidate Portal will only be accessible to candidates through a secure web portal that requires the use of secure Passwords controlled by the Super Administrator. Customer will adopt and maintain appropriate security precautions to prevent disclosure of Candidate Portal passwords to and use by, any unauthorized person, and appropriate expiration of the access following completion of the application process by the candidate. Furthermore, through the Candidate Portal, the candidate will be given the option of either (i) agreeing to allow Company to share its respective Candidate Data with other school districts or potential employers ("Authorized candidates") or (ii) electing not to share its respective Candidate Data with other school districts or potential employers. The terms and conditions regarding the sharing of Candidate Data with other school districts are further described in this section. Customer authorizes Company to use the Candidate Data, including aggregating such Candidate Data with other data and information, for purposes of performing, evaluating, improving or enhancing the Services. Company will restrict access to Candidate Data to only those Company staff or subcontractors required to access the Candidate Data in order to perform the

- i. **Signature Authority.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Customer:

PeopleAdmin, Inc:

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
PeopleAdmin Signature

\_\_\_\_\_  
Customer Printed Name

\_\_\_\_\_  
PeopleAdmin Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

STATEMENT OF WORK

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# PeopleAdmin

## IMPLEMENTATION OVERVIEW

PeopleAdmin is the leading provider of cloud-based talent management solutions for education and government. Our implementation philosophy draws on over 15 years of experience in educational institutions and leverages a consultative, hands-on approach to ensure your success.

Our implementation process focuses on accommodating your institution's unique needs, sharing the tools and techniques required to best configure your solution, and helping your team build confidence around managing your electronic talent management processes on Day 1 and beyond.

Thank you for partnering with PeopleAdmin to find, hire and develop the best faculty and staff for your institution. The journey to optimize your institution's talent management starts here.

### Project Overview

This document provides an overview and outline of the **Guided Implementation** for **Perform District** that will be delivered over the next few weeks as a joint effort of representatives from PeopleAdmin and your institution.

Your success is our priority. Paired with your Customer Success Consultant (CSC), we will tailor your implementation experience to what matters most to you, ensuring your organization is set up for long-term success. You can expect your experience to follow the general progression outlined below, flowing through five primary phases:



#### **Phase 1: Discovery**

After reviewing your processes and workflows, you'll dive into the capabilities of the system, outline your expectations and goals, and develop a comprehensive configuration plan.

#### **Phase 2: Training**

Focused on your processes, this phase includes hands-on, experiential training designed to work through the tasks and projects that matter to you.

## Statement of Work

### **Phase 3: Build**

Put your training to the test and put the final touches on your solution configuration, with the comfort of knowing your CSC will be there to provide advice or assistance as needed.

### **Phase 4: Testing**

Test your readiness for go-live with your CSC by your side; you'll finalize training and testing to make sure everything is ready for the upcoming launch of your Perform District solution.

### **Phase 5: Launch**

Your institution will go live with Perform District! Complete the final change management activities with guidance from your CSC, confident in your abilities to configure and manage your solution.

## Our Commitments to You

To ensure your implementation goes as smoothly as expected and meets your expectations, PeopleAdmin commits to the following deliverables:

1. Pair you with a dedicated Customer Success Consultant, who will serve as your primary point of contact and manage your implementation from start to finish.
2. Guide an evaluation of your process and the capabilities of Perform District, and develop a tailored implementation plan designed to address your goals.
3. Deliver training to ensure you can configure, test and use the following components of Perform District (Includes items needed for Teachers and Principals as well as Classified):
  - a. Processes
  - b. Assignment of Processes
  - c. Forms
  - d. Action Plans
  - e. Walkthrough/Informal Observation
  - f. Users
  - g. General Reporting
  - h. Notifications
4. Ensure you are familiar with all available prebuilt information and configurations.
5. Provide best practice recommendations for:
  - a. Configuring the solution
  - b. Change management and launch of the solution within your institution
  - c. Training your end users



## Statement of Work

### Your Commitments to the Project

As our customer partner, you play an important role in ensuring implementation success. To ensure an effective implementation of your solution, we ask for you to make the following commitments:

1. Identify a dedicated project owner who will serve as your primary point of contact to the PeopleAdmin team for the duration of the project.
  - a. This individual should be familiar with your institution's performance process and all processes you intend to automate with your Perform District solution.
  - b. For the duration of the project, this individual should expect to dedicate an average of 3-10 hours per week to implementation-related meetings, training, configuration and preparations.
  - c. This individual ideally has decision-making authority related to the implementation.
  - d. This individual should select a colleague to attend all the trainings so there will be two experts at your institution.
2. As applicable, provide copies of documents and outline the process you plan to automate with the Perform District solution after the project kick-off meeting.
3. Attend all training sessions and meetings, and complete homework as assigned.

# Statement of Work

## Terms and Conditions

This Statement of Work ("SOW"), dated and effective as of \_\_\_\_\_, is made pursuant to the Service Agreement ("Agreement") between PeopleAdmin, Inc. ("PeopleAdmin") and \_\_\_\_\_, ("Client"). The terms and provisions of the Agreement are incorporated by reference in this SOW and, unless otherwise stated herein, all capitalized terms used within and not otherwise defined shall have the meaning assigned in the Agreement or the SOW.

PeopleAdmin shall provide the services as outlined in this SOW for Client's implementation of subscribed PeopleAdmin SaaS services as defined in Agreement.

PeopleAdmin will implement the solution purchased in its entirety with resources allocated to the project as applicable based on the Service purchased. If the client requests to not implement a specific module of the Service during the approved implementation schedule, the client will be billed an additional implementation fee for the separate module implementation at a later date.

A request to delay the implementation project or a stage of the implementation project may result in the release of resources previously dedicated to the project. Any delay that causes work to be scheduled beyond the Target Completion Date will result in additional charges on a time and material basis for the work scheduled beyond the Target Completion date and require a Change Order. If the client requests to revisit a stage of the implementation project that has been completed and approved, the client will be charged time and material for the additional work requested.

If Client requests to postpone the scheduled go-live date for their PeopleAdmin system during the project completion phase of the Project more than 30 days from the previously approved date, a restart fee of 10% of the original implementation fee will be billed to Client for resource reallocation to support the new Service go-live date.

Client will be required to repurchase the Service if Client requests a delay beyond one calendar year from the start date of the Service.

The start date of the project ("Start Date") will be defined as the date of the project kick-off meeting.

The target completion date for this project ("Target Completion Date") will be defined as the day, 120 business days after the Start Date.

Should additional services be required beyond the scope established in this statement of work, a change order or new statement of work will be required. These services may be billed at a time and material rate of \$100 per hour.

### AGREED TO AND EXECUTED BY CLIENT'S AUTHORIZED REPRESENTATIVE

Client Representative Name and Title \_\_\_\_\_

Client Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

**Item G. BOARD POLICIES AND BYLAWS**

Agenda Item G.

Board Policies and Bylaws Item G.1.1.  
Prepared by Dr. Kristin Baranski  
April 17, 2018

First Reading: Revised Board Policy  
2121, Superintendent's Contract

**BACKGROUND:**

Revised Board Policy 2121, Superintendent's Contract, was updated to reflect new law (SB 1436, 2016) which requires the Board of Education, prior to taking final action on the Superintendent's salary or benefits, to orally report a summary of the recommended action during open session of a Board meeting; and language conforming to Government Code 53260 regarding termination of contract. Updated policy also clarifies that deliberations regarding the Superintendent's salary or other compensation cannot be held during a special meeting of the Board.

**RECOMMENDATION:**

This is a First Reading of revised Board Policy 2121, Superintendent's Contract. Action, if any, is at the discretion of the Board of Education.

**FISCAL IMPACT:**

This is a policy item. There is no fiscal impact.

**STUDENT ACHIEVEMENT IMPACT:**

Effective governance has a positive impact on student achievement.

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

Agenda Item G.1.1.

**SUPERINTENDENT'S CONTRACT**

~~The Governing Board recognizes the need to attract and maintain outstanding personnel. The Board also has the responsibility to protect the district from potentially adverse financial and legal obligations. Before approving an employment contract, the Board shall obtain legal advice on the contract provisions and shall carefully consider the long range financial and legal implications of the contract.~~

The Governing Board believes that the Superintendent's employment contract should outline the framework through which the Board and Superintendent are to work together to achieve district goals and objectives. When approving the Superintendent's employment contract, the Board shall consider the need for stability in district administration and shall ensure the best use of district resources.

~~In approving employment contracts with the Superintendent, the Board wishes to encourage the Superintendent's long term commitment to the district and community while carefully considering the financial and legal implications of the contract in order to protect the district from any potentially adverse obligations.~~

~~The Board shall negotiate with the Superintendent the terms of a contract and shall limit the maximum cash settlement for terminating the contract in accordance with law.~~

~~The Board shall deliberate in closed session about the terms of the contract. (Government Code 54957)~~

~~Terms of the contract shall remain confidential until the ratification process commences.~~

~~The Board shall ratify the Superintendent's contract in an open meeting, which shall be reflected in the Board's minutes. Copies of the contract shall be available to the public upon request. (Government Code 53262)~~

~~The contract shall include, but not be limited to, provisions for salary and benefits, annual evaluations, term of the contract, and conditions for termination of the contract. The contract should also include general responsibilities and duties of the Superintendent.~~

~~The term of the contract shall be for no more than four years. (Education Code 35031)~~

The contract shall be reviewed by the district's legal counsel and may include the following:

1. Term of the contract, which shall be for no more than four years pursuant to Education Code 35031
2. Length of the work year and hours of work

**SUPERINTENDENT'S CONTRACT**

- 3. Salary, health and welfare benefits, and other compensation for the position
- 4. Reimbursement of work-related expenses, including mileage reimbursement, consistent with Board policies, regulations, and guidelines applicable to other professional administrative staff
- 5. Vacation, illness and injury leave, and personal leaves
- 6. General duties and responsibilities of the position

~~During the term of the contract, the Board may reemploy the Superintendent on those terms and conditions mutually agreed upon by the Board and Superintendent. (Education Code 35031)~~

~~The Superintendent's contract shall be extended only by Board action and subsequent to a satisfactory evaluation of the Superintendent's performance.~~

- 7. Criteria, process, and procedure for annual evaluation of the Superintendent
- 8. A statement that any subsequent increase in the Superintendent's salary shall be at the sole discretion of the Board
- 9. A statement that there shall be no automatic renewal or extension of the contract, although the Board can enter into a new contract with the Superintendent prior to the expiration of the existing contract

~~In the event that the Board determines not to reemploy the Superintendent, the Board shall provide written notice to the Superintendent at least 45 days in advance of the expiration of the term of the contract. (Education Code 35031)~~

- 10. Timeline for providing written notice to the Superintendent if the Board does not wish to enter into a new contract, which shall be at least 45 calendar days in advance of the expiration of the term of the contract pursuant to Education Code 35031, and the responsibility of the Superintendent to remind the Board in writing and in a timely manner of the requirement to give notice

~~The Superintendent's contract shall include a provision specifying the maximum cash settlement that the Superintendent may receive upon termination of the contract. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be no more than the Superintendent's monthly salary multiplied by 18. The cash~~

## SUPERINTENDENT'S CONTRACT

~~settlement shall not include any noneash items other than health benefits, which may be continued for the unexpired term of the contract up to 18 months or until the Superintendent finds other employment, whichever occurs first. (Government Code 53260, 53261)~~

11. Conditions and process for termination of the contract, including the maximum cash settlement that the Superintendent may receive if the contract is terminated prior to its expiration date

~~If the Board terminates the Superintendent's contract upon its belief and subsequent confirmation pursuant to an independent audit that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal practices, the maximum settlement shall be within the limits prescribed by law, as determined by an administrative law judge. (Government Code 53260)~~

12. Matters related to liability and indemnification against demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his/her official capacity in the performance of duties related to his/her employment

The Board may deliberate about terms of the contract in closed session at a regular meeting. However, discussions regarding the salary, salary schedule, or other compensation may occur in the closed session of a regular meeting only between the Board and its designated representative(s), as permitted under Government Code 54957.6 (the "labor exception"), for the purpose of reviewing the Board's position and/or instructing the designated representative(s) prior to or during bona fide negotiations with the current or prospective Superintendent. Such deliberations shall not be held during a special meeting. (Government Code 54956, 54957, 54957.6)

The Board may consult with district legal counsel prior to holding a closed session with the designated representative(s) to discuss compensation to be paid to the current or prospective Superintendent.

Terms of the contract shall remain confidential until the ratification process commences.

The Board shall take final action on the Superintendent's contract during an open session of a regularly scheduled Board meeting, and that action shall be reflected in the Board's minutes. At that meeting, prior to taking action, the Board shall orally report a summary of the recommendation for the final action on the Superintendent's salary or compensation in the form of fringe benefits. (Government Code 3511.1, 53262, 54953)

## SUPERINTENDENT'S CONTRACT

Copies of the contract and other public records created or received in the process of developing the recommendation related to the Superintendent's salary, benefits, and other compensation shall be available to the public upon request. (Government Code 53262, 54953, 54957.6)

### Termination of Contract

Prior to the expiration of the contract, the Board may terminate the Superintendent's employment contract in accordance with law and applicable contract provisions.

In such an event, any cash settlement that the Superintendent may receive upon termination of the contract shall not exceed his/her monthly salary multiplied by the number of months left on the contract or, if the unexpired term of the contract is more than 18 months and the contract was executed prior to January 1, 2016, no greater than the Superintendent's monthly salary multiplied by 18. For any contract executed on or after January 1, 2016, any cash settlement shall not exceed the Superintendent's monthly salary multiplied by 12. (Government Code 53260)

The cash settlement shall not include any noncash items other than health benefits, which may be continued for the same duration of time as covered in the settlement or until the Superintendent finds other employment, whichever occurs first. (Government Code 53260, 53261)

However, when the termination of the Superintendent's contract is based upon the Board's belief and subsequent confirmation through an independent audit that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, no cash or noncash settlement of any amount shall be provided. (Government Code 53260)

In addition, if the Superintendent is convicted of a crime involving an abuse of his/her office or position, he/she shall reimburse the district for payments he/she receives as paid leave salary pending investigation or as cash settlement upon his/her termination, and for any funds expended by the district in his/her defense against a crime involving his/her office or position. (Government Code 53243-53243.4, 53260)

*Legal Reference:*

EDUCATION CODE

*35031 Term of employment*

*41325 41329.3 Conditions of emergency apportionment*

GOVERNMENT CODE

*53260-53264 Employment contracts 54954*

*Time and place of regular meetings 54957*

*Closed session personnel matters*

*54957.1 Closed session, public report of action taken*

*Legal Reference:*



**SUPERINTENDENT'S CONTRACT**

EDUCATION CODE

35031 Term of employment

41325-41329.3 Conditions of emergency apportionment

GOVERNMENT CODE

3511.1-3511.2 Local agency executives

6250-6270 California Public Records Act

53243-53243.4 Abuse of office

53260-53264 Employment contracts

54953 Oral summary of recommended salary and benefits of superintendent

54954 Time and place of regular meetings

54956 Special meetings

54957 Closed session personnel matters

54957.1 Closed session, public report of action taken

54957.6 Closed sessions regarding employee matters

UNITED STATES CODE, TITLE 26

105 Self-insured medical reimbursement plan; definition of highly compensated individual

UNITED STATES CODE, TITLE 42

300gg-16 Group health plan; nondiscrimination in favor of highly compensated individuals

CODE OF FEDERAL REGULATIONS

1.105-11 Self-insured medical reimbursement plan

COURT DECISIONS

San Diego Union v. City Council, (1983) 146 Cal.App.3d 947

ATTORNEY GENERAL OPINIONS

57 Ops. Cal. Atty. Gen. 209 (1974)

Management Resources:

CSBA PUBLICATIONS

Superintendent Contract Template, 2015

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Local Legislative Bodies, 2003

WEB SITES

CSBA: <http://www.csba.org>

Association of California School Administrators: <http://www.acsa.org>

California Office of the Attorney General: <http://oag.ca.gov>

**Administration**

BP 2121 (f)

**SUPERINTENDENT'S CONTRACT**

Policy adopted: February 17, 2009  
Revised:

**SANTEE SCHOOL DISTRICT**  
Santee, California

Board Policies and Bylaws Item G.1.2. First Reading: Revised Board Policy and Administrative Regulation 5022, Student and Family Privacy Rights

Prepared by Dr. Stephanie Pierce  
April 12, 2018

**BACKGROUND:**

Attached are revised BP 5022 and AR 5022, Student and Family Privacy Rights, based upon California School Board Association's (CSBA) sample Board Policies and Regulations. The board policy and administrative regulation reflect new state laws AB 699 and AB 677.

**RECOMMENDATIONS:**

This evening administration is presenting revised Board Policy 5022 and revised Administrative Regulation 5022, Student and Family Privacy Rights, for a first reading. Action, if any, is at the discretion of the Board.

**FISCAL IMPACT:**

There is no fiscal impact to the district by revising this board policy and administrative regulation.

**STUDENT ACHIEVEMENT IMPACT:**

This revised board policy and administrative regulation protect students privacy rights.

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

Agenda Item G.1.2.

## STUDENT AND FAMILY PRIVACY RIGHTS

The Governing Board believes that personal information concerning respects the rights of district students and their families should be kept private in accordance with law parents/guardians with regard to the privacy of their personal beliefs and the confidentiality of their personal information..

The Superintendent or designee may collect, disclose, or use students' personal information for the exclusive purpose of developing, evaluating, or providing educational products or services for or to students or educational institutions, such as the following:

1. - College or other postsecondary education recruitment or military recruitment
2. Book clubs, magazines, and programs providing access to low-cost literary products
3. Curriculum and instructional materials used by elementary and secondary schools
4. Tests and assessments to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments
5. The sale by students of products or services to raise funds for school-related or education-related activities
6. Student recognition programs

The Superintendent or designee is prohibited from collecting, disclosing, or using a student's individually identifiable information, including his/her name, parent/guardian's name, home or other physical address, telephone number, or social security number, for the purpose of marketing or selling that information or providing the information to others for that purpose.

The Superintendent or designee shall consult with parents/guardians regarding the development and adoption of this policy. regulations pertaining to other uses of personal information, which shall, at a minimum, address the following:

1. Arrangements for protecting student privacy when collecting, disclosing, or using students' individually identifiable information for any purpose
2. Arrangements to protect student privacy in the administration of surveys that may request information about the personal beliefs and practices of students and their families
3. The rights of parents/guardians to inspect the following, and any applicable procedures for granting reasonable access to the following in a reasonable period of time:

- a. Survey instruments requesting information about their personal beliefs and practices or those of their children
  - b. Instructional materials used as part of their children's educational curriculum
4. Any nonemergency physical examinations or screenings that the school may administer

**Collection of Personal Information for Marketing Purposes**

~~The Board prohibits district staff from administering or distributing to students survey instruments that are designed for the purpose of collecting personal information for marketing or for selling that information.~~

The Superintendent or designee shall notify parents/guardians of the adoption or continued use of the district's policy pertaining to the rights specified in items #1-4 above.

*Legal Reference:*

EDUCATION CODE

234.7 Student protections relating to immigration and citizenship status

49076.7 Privacy of student records; social security numbers

49450-494578 Physical examinations

49602 Confidentiality of pupil information received during counseling

51101 Parents Rights Act of 2002

51513 Test, questionnaire, survey, or examination concerning personal beliefs

51938 Sexual Health and HIV/AIDS Prevention Education Act; notice and parental excuse

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

1232h Protection of pupil rights

*Management Resources:*

WEB SITES

CSBA: <http://www.csba.org>

~~CDE~~California Department of Education: <http://www.cde.ca.gov>

~~USDOE~~U.S. Department of Education, Family Policy Compliance Office:

<http://www.ed.gov/offices/OM/fpcol/>

## STUDENT AND FAMILY PRIVACY RIGHTS

### Definition

~~Personal information means individually identifiable information including a student's or parent/guardian's first and last name, a home or other physical address (including street name and the name of the city or town), a telephone number, or a social security identification number.~~

### Surveys Requesting Information about Beliefs and Practices

A student's parent/guardian shall provide prior written consent before the student is required to participate in a survey ~~containing~~ inquiring about one or more of the following items:

1. Political affiliations or beliefs of the student or his/her ~~family~~ parent/guardian
2. Mental or psychological problems of the student or his/her family
3. Sexual behavior or attitudes or personal beliefs and practices in family life or morality
4. Illegal, anti-social, self-incriminating or demeaning behavior
5. Critical appraisals of other individuals with whom ~~the students have~~ has close family relationships
6. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians or ministers
7. Religious practices, affiliations, or beliefs of the student or his/her parent/guardian
8. Income, except to the extent that income is required to be disclosed by law for participation in a program or for receiving financial assistance under such a program

If a student participates in a survey regarding information about personal beliefs and practices ~~as identified above~~, school officials and staff members shall not request or disclose the student's identity.

Notwithstanding the above requirements for prior written consent, the district may administer to students in grades 7-8, anonymous, voluntary, and confidential research and evaluation tools to measure student health risks and behaviors, including tests and surveys about the student's attitudes or practices related to sex as long as parents/guardians are provided written notice and given an opportunity to request, in writing, that their child not participate.

**STUDENT AND FAMILY PRIVACY RIGHTS (continued)**

If the district administers a voluntary survey that already includes questions pertaining to sexual orientation and/or gender identity, the Superintendent or designee shall not remove such questions.

**Exceptions to Collection of Personal Information**

~~Any district restriction regarding collection of personal information shall not apply to the collection, disclosure, or use of personal information collected from students for the purpose of developing, evaluating or providing educational products or services for, or to, students or educational institutions, such as the following:~~

- ~~1. — College or other postsecondary education recruitment or military recruitment~~
- ~~2. — Book clubs, magazines, and programs providing access to low-cost literary products~~
- ~~3. — Curriculum and instructional materials used by elementary and secondary schools~~
- ~~4. — Tests and assessments to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments~~
- ~~5. — The sale by students of products or services to raise funds for school-related or education-related activities~~
- ~~6. — Student recognition programs~~

**Parent/Guardian Access to Surveys and Instructional Materials**

~~Before school staff administers a survey or evaluation containing personal information as identified above, the student's parent/guardian may:~~

The parent/guardian of any district student, upon his/her request, shall have the right to inspect:

1. Upon request, inspect that A survey or other instrument before it is to be administered or distributed to his/her child that either collects personal information for marketing or sale or requests information about beliefs and practices or any instructional material used as part of his/her child's educational curriculum
2. Any instructional materials to be used as part of his/her child's educational curriculum

**STUDENT AND FAMILY PRIVACY RIGHTS (continued)**

Within a reasonable period of time of ~~after receiving a~~ parent/guardian's request, the principal or designee shall permit a the parent/guardian to view a the survey, ~~instrument or instructional material or other document he/she requested~~. A parent/guardian may view the document any time during normal business hours.

2. ~~Refuse to allow his/her child to participate in the activity~~

No Students shall be subject to penalty for whose his/her parents/guardian's exercise of any of the rights stated above.~~this option shall not be penalized by the district.~~

**Health Examinations**

~~Authorized No school officials or staff member shall subject a~~ may administer to any student any physical examination or screening permitted under California law. However, no student shall be subjected to a non-emergency, invasive physical examination without prior written notice to his/her parent/guardian, unless an applicable state law authorizes the student to provide consent without parent/guardian notification as a condition for school attendance, except as permitted or required under California law.

Invasive physical examination means any medical examination that involves the exposure of private body parts or any act during such examination that includes incision, insertion or injection into the body, but does not include a properly authorized hearing, vision or scoliosis screening.

**Notifications**

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians of:

1. The district's policy regarding student privacy
2. The process to opt their children out of participation in any activity described in this ~~policy and administrative regulation~~ and the accompanying Board policy
3. The specific or approximate dates during the school year when the following activities are scheduled:
  - a. Survey requesting personal information
  - b. Physical examinations or screenings



**STUDENT AND FAMILY PRIVACY RIGHTS (continued)**

Prior to administering any anonymous and voluntary surveys regarding health risks and behaviors to students in grades 7-8, the district shall provide parents/guardians with written notice that the survey is to be administered.

Parents/guardians shall also be notified of any substantive change in this policy and administrative regulation within a reasonable period of time after adoption of the change.

**Item H. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS**

**Item I. CLOSED SESSION**

*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 Legal Counsel - Anticipated Litigation** (Gov't. Code § 54956.9)  
- Two Cases
  
2. **Conference with Labor Negotiators** (Gov't. Code § 54957.6)  
*Purpose: Negotiations*  
*Agency Negotiators: Tim Larson, Assistant Superintendent*  
*Employee Organizations: Santee Teachers Association (STA); and*  
*Classified School Employees Association (CSEA)*
  
3. **Public Employee Performance Evaluation** (Gov't. Code § 54957)  
*Superintendent*

**Item J. RECONVENE TO PUBLIC SESSION**

**Item K. ADJOURNMENT**

Agenda Items H, I, J, and K.