

# Santee School District

**SCHOOLS:**

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

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

**BOARD OF EDUCATION  
REGULAR MEETING  
A G E N D A  
June 5, 2012**

**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.*

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<b>A. OPENING PROCEDURES – 7:00 p.m.</b>	<b>5</b>
1. Call to Order and Welcome	
2. District Mission	
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<b>B. REPORTS AND PRESENTATIONS</b>	<b>6</b>
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<b>C. PUBLIC COMMUNICATION</b>	<b>12</b>
<i>During this time, citizens are invited to address the Board of Education about any item <u>not</u> on the agenda. Request-to-speak cards should be submitted in advance. The Board may not take action on any item presented. The Board has a policy limiting any speaker to five minutes. All meetings are recorded.</i>	
<b>D. PUBLIC HEARINGS</b>	<b>13</b>
1. <u>Use of 2012-13 Tier III State Categorical Programs</u>	14

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

<b>E.</b>	<b>CONSENT ITEMS</b>	16
	<i>Items listed under Consent are considered to be routine and are acted on by the Board with a single motion. There is no discussion of these items prior to the Board vote unless a member of the Board, staff, or public requests specific items be considered separately. Request to speak cards should be submitted in advance.</i>	
	<b>Superintendent</b>	
1.1.	<b><u>Approval of Minutes</u></b>	17
	It is recommended that the Board of Education approve meeting minutes with any necessary modifications.	
	<b>Business Services</b>	
2.1.	<b><u>Approval/Ratification of Travel Requests</u></b>	23
	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.	<b><u>Approval/Ratification of Revolving Cash Report</u></b>	25
	It is recommended that the Board of Education approve/ratify revolving cash checks as listed in the item.	
2.3.	<b><u>Acceptance of Donations</u></b>	27
	It is recommended that the Board of Education accept donations as listed.	
2.4.	<b><u>Adoption of Resolution #1112-29, to Establish Temporary Interfund Transfers</u></b>	28
	It is recommended that the Board of Education adopt Resolution #1112-29, as required for the 2011-12 year-end closing process and 2012-13 fiscal year.	
2.5.	<b><u>Approval of 2012-13 Student Accident Insurance</u></b>	31
	It is recommended that the Board of Education approve student accident insurance for the 2012-13 school year available from Guarantee Trust Life Insurance Company through Pacific Educators, Inc.	
2.6.	<b><u>Approval of Consultants and General Service Providers</u></b>	32
	It is recommended that the Board of Education approve agreements with Consultants and General Service Providers as presented.	
2.7.	<b><u>Adoption of Resolution #1112-30 for Proposed Use of 2012-13 Tier III State Categorical Programs</u></b>	34
	It is recommended that the Board of Education adopt Resolution #1112-30 approving receipt and specified use of Tier III Categorical Program funds for 2012-13.	
2.8.	<b><u>Approval/Ratification of Annual Agreements for 2012-13</u></b>	37
	It is recommended that the Board of Education approve the list of annual agreements with vendors.	
2.9.	<b><u>Approval of Agreement with Keenan and Associates to Administer Property and Liability Run Off Claims for Incidents Occurring On or Before June 30, 2011</u></b>	42
	It is recommended that the Board of Education approve the agreement with Keenan and Associates to administer property and liability "runoff claims" through SoCAL ReLIEF for claims pertaining to incidents on or before June 30, 2011.	

<b>Educational Services</b>		Page #
3.1.	<b><u>Approval of Contract for Nonpublic, Nonsectarian School/Agency Services and Individual Services Agreement for Nonpublic, Nonsectarian School/Agency Services</u></b> It is recommended that the Board of Education approve one Master Contract and one Individual Service Contract for one special education student requiring nonpublic, nonsectarian school/agency services.	57
3.2.	<b><u>Approval Extended Field Trip for Carlton Hills 7-8 Grade Students to H&amp;M Landing in San Diego</u></b> It is recommended that the Board of Education approve the Extended Field Trip request for Carlton Hills students to H&M Landing in San Diego.	59
<b>Human Resources/Pupil Services</b>		
4.1.	<b><u>Personnel, Regular</u></b> It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations and dismissals.	61
4.2.	<b><u>Approval of Medi-Cal Administrative Activities (MAA) Agreement with Orange County Department of Education</u></b> It is recommended that the Board of Education approve the MAA Agreement with the Orange County Department of Education.	64
4.3.	<b><u>Approval of Short-Term Positions</u></b> It is recommended that the Board of Education approve the short-term positions listed in the item.	82
4.4.	<b><u>Approval to Renew Annual Agreement and Rate Structure with Fagen, Friedman &amp; Fulfrost</u></b> It is recommended that the Board of Education approve the annual agreement with Fagen, Friedman & Fulfrost.	84
F.	<b>DISCUSSION AND/OR ACTION ITEMS</b> <i>Members of the audience wishing to address the Board about any of the following items should submit a request to speak card in advance.</i>	89
<b>Business Services</b>		
1.1.	<b><u>Governor's May Revise</u></b> The Board of Education will be provided an update on the Governor's May Revise of the State Budget.	90
1.2.	<b><u>Approval of Monthly Financial Report</u></b> It is recommended that the Board of Education approve the Monthly Financial Report for April 2012.	93
1.3.	<b><u>No Risk Agreement with Northwest Capital Recovery Group for Utility Audit and Cost Recovery</u></b> It is recommended that the Board of Education approve execution of a No Risk Agreement with Northwest Capital Recovery Group to conduct audits of certain bills for possible cost recovery and on-going savings.	96

<b>Educational Services</b>		<b>Page #</b>
<b>2.1.</b>	<b><u>Approval to Purchase Alexandria, a Library and Textbook Management System</u></b> It is recommended that the Board of Education approve the purchase of <i>Alexandria</i> as the new library and textbook management system beginning in the 2012-2013 school year.	101
<b>2.2.</b>	<b><u>Proposed Instructional Minutes for 2012-2013</u></b> It is recommended that the Board of Education approve the instructional minutes proposals for the 2012-13 school year including kindergarten schedules and modified day proposals.	105
<b>G.</b>	<b>BOARD POLICIES AND BYLAWS</b>	109
<b>1.1.</b>	<b><u>First Reading: New BP 5131.2, Bullying</u></b> It is recommended that the Board of Education review New BP 5131.2. No action is requested at this time.	110
<b>2.1.</b>	<b><u>Second Reading: Board Policy Annual Review:</u></b> <b>BP 1312.1           Complaints Concerning District Employees</b> <b>BP 4116             Probationary/Permanent Status</b> <b>BP 4315.1          Competence in Evaluation of Teachers</b> <b>BP 5116.1          Intradistrict Open Enrollment</b> <b>BP 6145            Extracurricular and Cocurricular Activities</b> Board Bylaw 9310, Board Policies, and Education Code 35160.5 require that the Board annually review the listed Board Policies. The above listed policies are submitted with no recommended revisions for a second reading and approval.	115
<b>H.</b>	<b>BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS</b>	130
<b>I.</b>	<b>CLOSED SESSION</b>	131
<b>1.</b>	<b><u>Public Employee Discipline/Dismissal/Release</u></b> (Govt. Code § 54957)	
<b>2.</b>	<b><u>Conference with Labor Negotiator</u></b> (Govt. Code § 54956.8) <i>Purpose: Negotiations</i> <i>Agency Negotiator: Karl Christensen, Asst. Superintendent</i> <i>Employee Organization: Santee Teachers Association</i> <i>Classified School Employees Association</i>	
<b>3.</b>	<b><u>Public Employee Performance Evaluation</u></b> (Govt. Code § 54957) <i>Superintendent</i>	
<b>J.</b>	<b>RECONVENE TO PUBLIC SESSION</b>	131
<b>K.</b>	<b>ADJOURNMENT</b>	131

**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 June 19, 2012, 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:

\_\_\_ Bartholomew  
\_\_\_ El-Hajj  
\_\_\_ Fox  
\_\_\_ Burns  
\_\_\_ Ryan

#### OPENING PROCEDURES ITEM A.

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

2. District Mission

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

3. Pledge of Allegiance

4. Approval of Agenda for the June 5, 2012 regular meeting

Agenda Item A.

Reports and Presentations Item B.1. Superintendent's Report  
Prepared by Dr. Patrick Shaw  
June 5, 2012

The following items are presented for Board information:

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

Agenda Item B.

DEVELOPER FEES COLLECTION REPORT

2011-12

CUMULATIVE THROUGH MAY 25, 2012

Residential Rate: \$3.56 per square foot over 500 - effective 4/05/11 - 4/5/12  
 Residential Rate: \$1.84 per square foot over 500 - effective 4/6/12 - 6/16/12  
 Residential Rate: \$1.98 per square foot over 500 - effective 6/17/12  
 Commercial Rate: \$0.29 per square foot - effective 6/16/08 - 6/16/12  
 Commercial Rate: \$0.32 per square foot - effective 6/17/12  
 Self Storage Rate: \$0.14 per square foot - effective 4/20/10

COM	RES	ADDRESS	DATE OF COLLECT.	SQUARE FEET	AMOUNT	SCHOOL OF ATTENDANCE
	X	9733 Notnil Court	07/18/11	615	\$2,189.40	HC
	X	9526 St. Andrews Drive	07/18/11	567	\$2,018.52	CO
	X	8321 Big Rock Road	07/21/11	785	\$2,794.60	CFH
X		1800 Joe Crosson Drive	08/02/11	3,016	\$874.64	PD
	X	1992 Los Senderos Drive (McMillin Morningview)	08/08/11	3,206	\$11,413.36	PD
	X	2084, 2144, 2155 Los Senderos Drive (McMillin Morningview)	08/08/11	7,537	\$26,831.72	PD
	X	2037 Los Senderos Drive (McMillin Morningview)	08/08/11	2,000	\$7,120.00	PD
	X	7460-7465 Mission Villas Court (Bushy Hill 12)	08/24/11	10,770	\$38,341.20	CFH
	X	2144 Los Senderos (McMillin Morningview)	08/29/11	210	\$747.60	PD
	X	2084 Los Senderos (McMillin Morningview)	08/29/11	195	\$694.20	PD
	X	11402 Cacho Court	08/31/11	560	\$1,993.60	PD
	X	2246 Los Senderos Drive (McMillin Morningview)	09/28/11	3,206	\$11,413.36	PD
	X	2281 & 2293 Los Senderos Drive (McMillin Morningview)	09/28/11	4,293	\$15,283.08	PD
	X	2253 & 2288 Los Senderos Drive (McMillin Morningview)	09/28/11	5,244	\$18,668.64	PD
X		9310 Fanita Pkwy (Padre Dam MWD) Replace Shade Struc.	10/25/11	3,924	\$0.00	CO
	X	2288 Los Senderos (McMillin Morningview)	11/02/11	210	\$747.60	PD
	X	7466-7475 Mission Villas Court (McMillin Morningview)	11/03/11	10,770	\$38,341.20	CFH
X		9216 Abraham Way (Scantibodies)	11/10/11	455	\$131.95	HC
	X	11997-11701 Woodside Terrace (McMillin Morningview)	11/15/11	7,537	\$26,831.72	PD
	X	1931 Woodside Terrace (McMillin Morningview)	11/15/11	2,000	\$7,120.00	PD
X		8876 Cuyamaca Street	11/15/11	123	\$35.67	RS
X		8967 Carlton Hills	11/18/11	3,910	\$1,133.90	CH
	X	9234 Birchcrest Blvd.	01/03/12	972	\$3,460.32	SC
	X	1214 Tuttle Lane	01/17/12	1,356	\$4,827.36	PD
	X	11997 Woodside Terrace (McMillin) Add'l Sq. Footage	01/19/12	210	\$747.60	PD
X		9216 Abraham Way (Scantibodies)	01/25/12	443	\$128.47	HC
	X	8213 Poinciana Drive	01/27/12	1,875	\$6,675.00	PD
	X	8225 Poinciana Drive	01/27/12	1,875	\$6,675.00	PD
	X	8564 Clifford Heights Road (Fire Re-build of 2,250 sq. ft.)	03/12/12	2,250	\$0.00	CFH
	X	Wakeland Housing- Olive Lane & Via Zapador	04/10/12	57,458	\$105,722.72	PA
	X	10404 Len Court	04/16/12	670	\$1,232.80	CP
X		Mission Gorge Road (In-N-Out Burgers)	04/16/12	3,665	\$1,062.85	RS
<b>TOTAL PAGE 1</b>					<b>\$345,258.08</b>	

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

\*\*Fee Exempt - Senior / Elder Care Facility

\*\*\*Fee Exempt - Less than 500 square feet

Requests For Use Of Facilities - June 5, 2012						
Group	Location	Date	Days	Time	Attendance	Fees Applied
<b><u>Cajon Park</u></b>						
PTSA (Room Parent Meeting)	Multi-Purpose	5/9/12	Wednesday	6:30 pm - 7:30 pm	30	
PTSA (Mother/Daughter Science Night)	Multi-Purpose	5/18/12	Friday	6:00 pm - 8:00 pm	200	
<b><u>Cajon Park Junior High</u></b>						
World Strides (East Coast Meeting)	Classroom	5/29/12 & 9/18/12	Tuesday	3:30 pm - 6:30 pm	30 - 40	
<b><u>Carlton Hills</u></b>						
Sonshine Haven	Classroom	9/7/12 - 6/14/13	Friday	2:00 pm - 4:00 pm	50	
<b><u>Carlton Oaks</u></b>						
Pickwick Players (Theatre Rehearsals)	Classroom	6/3/12 - 7/31/12	Mon-Sun	varied times	20	
<b><u>Chet F. Harritt</u></b>						
Out of School Time Programs (Art Enrichment)	Classroom	5/4/12 - 6/27/12	Mon - Fri	2:30 pm - 4:30 pm	5 - 10	
<b><u>Hill Creek</u></b>						
PTSA (Budget Overhaul)	Multi-Purpose	5/14/12	Monday	3:30 pm - 7:30 pm	6 - 7	
<b><u>Rio Seco</u></b>						
East County Children's Choir (Concert)	Multi-Purpose	5/30/12 & 6/1/12	Wed & Fri	4:00 pm - 9:00 pm	200 - 300	

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



Santee School District  
 ENROLLMENT REPORT  
 5/25/2012  
 Month 10 Week 2

SCHOOL	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	05/25/12	05/27/11	# Diff	% Diff	05/25/12	05/27/11	# Diff	% Diff	Prior Week		Total Diff
										Total Reg	Total Reg			SDC	SDC			5/25/12	5/18/12	
Cajon Park	104	99	105	109	116	110	113	113	95	964	989	-25	-2.5%	67	70	-3	-4.3%	1031	1029	2
Carlton Hills	43	38	45	41	42	43	41	99	92	484	500	-16	-3.2%	28	20	8	40.0%	512	513	-1
Carlton Oaks	78	95	83	90	76	96	95	94	119	826	821	5	0.6%	64	58	6	10.3%	890	890	0
Chet F. Harritt	62	77	57	84	51	55	54	61	60	561	577	-16	-2.8%	0	9	-9	-100.0%	561	561	0
Hill Creek	74	86	83	92	89	74	86	81	73	738	747	-9	-1.2%	19	28	-9	-32.1%	757	756	1
Pepper Drive	97	87	83	78	73	74	81	94	84	751	700	51	7.3%	9	8	1	12.5%	760	762	-2
Prospect	62	55	59	54	60	53	52	69	58	522	507	15	3.0%	0	0	0	0.0%	522	523	-1
Rio Seco	104	89	112	104	104	110	93	122	97	935	926	9	1.0%	48	43	5	11.6%	983	980	3
Sycamore Canyon	61	62	45	46	46	30	44	0	0	334	328	6	1.8%	1	0	1	100.0%	335	335	0
<b>SUBTOTAL</b>	<b>685</b>	<b>688</b>	<b>672</b>	<b>698</b>	<b>657</b>	<b>645</b>	<b>659</b>	<b>733</b>	<b>678</b>	<b>6115</b>	<b>6095</b>	<b>20</b>	<b>0.3%</b>	<b>236</b>	<b>236</b>	<b>0</b>	<b>0.0%</b>	<b>6351</b>	<b>6349</b>	<b>2</b>
Alternative School	0	2	7	3	5	3	7	7	8	42	42	0	0.0%					42	41	1
Success Academy								1	1	12	10	2	20.0%					12	12	0
NPS											0			3	2	1	50.0%	3	3	0
EAK*	143									143	118		0.0%					143	144	-1
<b>SUBTOTAL</b>	<b>143</b>	<b>2</b>	<b>7</b>	<b>3</b>	<b>5</b>	<b>3</b>	<b>8</b>	<b>8</b>	<b>18</b>	<b>197</b>	<b>170</b>	<b>27</b>	<b>15.9%</b>					<b>200</b>	<b>200</b>	<b>0</b>
<b>TOTAL</b>	<b>828</b>	<b>690</b>	<b>679</b>	<b>701</b>	<b>662</b>	<b>648</b>	<b>667</b>	<b>741</b>	<b>696</b>	<b>6312</b>	<b>6,265</b>	<b>47</b>	<b>0.8%</b>					<b>6551</b>	<b>6549</b>	<b>2</b>

\*5 year olds only

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

	PK	
Cajon Park	2	1033
Carlton Hills	1	513
Sycamore Canyon	47	382
EAK 4YO	0	

<b>Total Enrollment Including PK</b>
<b>6601</b>

## Schedule of Upcoming Events

<b>Date</b>	<b>Event</b>
June 14	End of Year Employee Celebration
June 19	Board Meeting – 7:00 p.m.
June 22-26	Eighth Grade Promotions
June 26	Last Day of School
June 28	Foundation Golf Tournament 12:00 Shotgun Start 5:30 p.m. Banquet
July 3	Regularly Scheduled Board Meeting Cancelled
July 4	Fourth of July Holiday - Schools and Departments Closed
July 17	Board Meeting – 7:00 p.m.

Reports and Presentations Item B.2. Spotlight on Education: Eighth Grade Student Academic Achievement Awards

Prepared by Kristin Baranski  
June 5, 2012

**BACKGROUND:**

Tonight we are honoring students who were selected to compete in the Academic Achievement Award competition for the 2011-12 school year.

Kristin Baranski, Director of Educational Services, will introduce students from each school in Santee School District who achieved academic excellence during the current school year and were chosen to participate in this competition by their 8<sup>th</sup> grade teachers in collaboration with the school principal.

The Academic Student Achievement Award is provided to 8<sup>th</sup> grade students who participate in an annual end of the year competition. This year the Academic Achievement Award Competition focused on the areas of writing, speech and mathematics. Students were required to write a literature response essay, give an impromptu speech, and take a comprehensive algebra test. For the essay, students had to read and analyze a number of short pieces of literature, develop a thematic thesis statement, and support their thesis. In the speech competition, students were provided a topic and given five minutes to prepare a focused two minute speech. The algebra test required the students to use their math skills and problem solving techniques learned throughout their elementary and junior high school experiences.

This evening the Board of Education and Director of Educational Services, Kristin Baranski, will honor the students selected by their school who participated in this year's 2011-12 competition. The City of Santee and the Santee Chamber of Commerce will both be represented to present the top recipient awards. The names of the award winners will be announced at the Board meeting.

**Academic Achievement Participants**

Cajon Park <b>Chad Nancarrow</b> <b>Kelci Ellis-Alvarez</b>	Chet F. Harritt <b>Leanna Choong</b> <b>Ashley Foulk</b>	PRIDE Academy <b>Hinsseene Regassa</b> <b>Rafael Seguin</b>
Carlton Hills <b>Lauren Gray</b> <b>Luci Patrick</b>	Hill Creek <b>Hailey Schaffner</b> <b>Kasey Stoudt</b>	Rio Seco <b>Madina Habibi</b> <b>Kevin Krick</b>
Carlton Oaks <b>Lily Demangos</b> <b>David Gregory</b>	Pepper Drive <b>Ezra Sims</b> <b>Jordan Tockstein</b>	

Agenda Item B.2.

PUBLIC COMMUNICATION Item C

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

Agenda Item C.

PUBLIC HEARINGS Item D

Agenda Item D.

**BACKGROUND:**

Education Code §42605 grants districts flexibility in Tier III categorical programs and authorizes districts to use these funds for any educational purpose. For the 2008-09 fiscal year through the 2014-15 fiscal year, inclusive, local educational agencies that use the flexibility provision of this section shall be deemed to be in compliance with the program and funding requirements contained in statutory, regulatory, and provisional language. As a condition of receipt of the funds, the governing board is required, at a regularly scheduled open public hearing held prior to and independent of a meeting where the governing board of the district adopts the annual budget, to take testimony from the public, identify any program that is proposed to be closed, discuss, approve or disapprove the proposed use of funding, and make explicit the purposes for which the funding will be used.

The use of these funds is enumerated in Board Item E.2.7. The following programs are proposed to be closed:

<b><u>Resource Code</u></b>	<b><u>Program Description</u></b>
7325	Staff Development: Administrator Training
6760	Arts & Music Block Grant
6285	Community Based English Tutoring
7294/7296	Staff Development: Math & Reading/English Learner
0000	Oral Health Assessment
7392	Teacher Credentialing Block Grant
0000	Remedial Supplemental Instruction

Tier III Categorical Program Funds total \$2,494,965 of which \$1,061,223 would be used as flexible dollars to help reduce the deficit in the Unrestricted General Fund.

The public hearing should convene and permit any interested citizens to raise questions or to provide input about the proposed use of 2012-13 Tier III State Categorical Programs as specified.

						Agenda Item D.1.
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**NOTICE OF PUBLIC HEARING**  
Santee School District

Date: June 5, 2012  
Time: 7:00pm

Location: 9625 Cuyamaca St, Santee CA 92071

**Purpose:**

A public hearing will be held for the purpose of taking testimony from the public, discussing the proposed receipt and use of the Tier III categorical funds, identifying closed programs, and approve or disapprove the proposed use of funding from the 40 programs identified in E.C. 42605.

Budget Item	Resource Code	Program Description	Available Funding	Function Code - Use of Funding	Active	Partial	Closed
6110-144-0001	7325	Staff Development: Administrator Training	\$ 7,274.00	1000-2999 Instruction and Instruction-Related Services			X
6110-156-0001	6390	Adult Education Program	\$ -	1000-2999 Instruction and Instruction-Related Services			
6110-240-0001	0000	Advanced Placement Fee Waiver Program	\$ -	1000-2999 Instruction and Instruction-Related Services			
6360-101-0001	6260/6262/6263	Alternative Credentialing	\$ -	1000-2999 Instruction and Instruction-Related Services			
6110-150-0001	7210	American Indian Early Childhood Education	\$ -	1000-2999 Instruction and Instruction-Related Services			
6110-151-0001	7015	American Indian Education Centers	\$ -	1000-2999 Instruction and Instruction-Related Services			
6110-265-0001	6760	Arts & Music Block Grant	\$ 89,472.00	1000-2999 Instruction and Instruction-Related Services			X
6110-204-0001	7055	California High School Exit Exam	\$ -	1000-2999 Instruction and Instruction-Related Services			
6110-198-0001	6091/6092	Cal-SAFE (California School Age Families Education)	\$ -	1000-2999 Instruction and Instruction-Related Services			
6110-208-0001	7810	Center for Civic Education	\$ -	1000-2999 Instruction and Instruction-Related Services			
6110-267-0001	7276	Certificated Staff Mentoring Program	\$ -	1000-2999 Instruction and Instruction-Related Services			
6110-211-0001	0000	Charter School Categorical Block Grants	\$ -	1000-2999 Instruction and Instruction-Related Services			
6110-232-0001	1200	Class Size Reduction, Grade Nine	\$ -	1000-2999 Instruction and Instruction-Related Services			
6110-190-0001	2430	Community Day Schools	\$ 72,445.00	1000-2999 Instruction and Instruction-Related Services	X		
6110-227-0001	6285	Community-based English Tutoring Program	\$ 13,537.00	1000-2999 Instruction and Instruction-Related Services			X
6110-266-0001	7385	County Office Oversight (Williams Settlement)	\$ -	1000-2999 Instruction and Instruction-Related Services			
6110-188-0001	6205	Deferred Maintenance Apportionment	\$ 229,818.00	8000-8999 Plant Services	X		
6110-181-0001	7110	Education Technology	\$ -	1000-2999 Instruction and Instruction-Related Services			
6110-124-0001	7140	Gifted and Talented Education	\$ 41,303.00	1000-2999 Instruction and Instruction-Related Services	X		
6110-123-0001	7258/7268	High Priority School Grant Program	\$ -	1000-2999 Instruction and Instruction-Related Services			
6110-189-0001	7156	Instructional Materials Realignment	\$ 341,362.00	1000-2999 Instruction and Instruction-Related Services		X	
6110-240-0001	7286	International Baccalaureate Diploma Program	\$ -	1000-2999 Instruction and Instruction-Related Services			
6110-137-0001	7294/7296	Staff Development: Math & Reading/ English Learner	\$ 43,089.00	1000-2999 Instruction and Instruction-Related Services			X
6110-108-0001	7080	Supplemental School Counseling	\$ 130,666.00	1000-2999 Instruction and Instruction-Related Services		X	
6110-195-0001	6267	National Board for Professional Teaching Standards Certification	\$ -	1000-2999 Instruction and Instruction-Related Services			
6110-268-0001	0000	Oral Health Assessment Program	\$ 4,667.00	1000-2999 Instruction and Instruction-Related Services			X
6110-260-0001	6258	Physical Education Teacher Incentive Grants	\$ -	1000-2999 Instruction and Instruction-Related Services			
6110-193-0001	7271/7275/7295	Peer Assistance & Review/ Staff Development	\$ 25,299.00	1000-2999 Instruction and Instruction-Related Services		X	
6110-245-0001	7393	Professional Development Block Grant	\$ 174,393.00	1000-2999 Instruction and Instruction-Related Services		X	
6110-243-0001	7390	Pupil Retention Block Grant	\$ -	1000-2999 Instruction and Instruction-Related Services			
6110-105-0001	6350	Regional Occupational Centers and Programs (ROC/Ps)	\$ -	1000-2999 Instruction and Instruction-Related Services			
6110-247-0001	7395	School & Library Improvement Block Grant	\$ 673,819.00	1000-2999 Instruction and Instruction-Related Services		X	
6110-248-0001	7391	School Community Violence Prevention Program	\$ -	8000-8999 Plant Services			
6110-228-0001	6405	School Safety & Violence Prevention, Gr. 8-12	\$ 39,957.00	8000-8999 Plant Services		X	
6110-122-0001	7370	Specialized Secondary Programs	\$ -	1000-2999 Instruction and Instruction-Related Services			
6110-242-0001	7360	Student Organizations Voc Ed (CA Association of Student Councils)	\$ -	1000-2999 Instruction and Instruction-Related Services			
6110-104-0001	0000	Remedial Supplemental Instruction Targeted Instructional Improvement	\$ 13,867.00	1000-2999 Instruction and Instruction-Related Services			
6110-246-0001	7394	Block Grant	\$ 576,547.00	1000-2999 Instruction and Instruction-Related Services		X	
6110-244-0001	7392	Teacher Credentialing Block Grant	\$ 17,455.00	1000-2999 Instruction and Instruction-Related Services			X
6110-209-0001	0000	Teacher Dismissal Apportionments	\$ -	1000-2999 Instruction and Instruction-Related Services			
<b>Total Tier III Funding</b>			<b>\$ 2,494,965.00</b>				

CONSENT ITEMS Item E.

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

Agenda Item E



Consent Item E.1.1. Approval of Minutes  
Prepared by Dr. Patrick Shaw  
June 5, 2012

**BACKGROUND:**

Presented for Board approval –

- May 15, 2012, 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**

May 15, 2012  
**MINUTES**

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

**A. OPENING PROCEDURES**

1. Call to Order and Welcome

President Bartholomew called the meeting to order at 7:02 p.m. and read the District Mission Statement.

Members present:

Dan Bartholomew, President  
Dianne El-Hajj, Vice President  
Ken Fox, Clerk  
Dustin Burns, Member  
Barbara Ryan, Member

Administration present:

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

2. President Bartholomew invited the audience to recite the District Mission and then invited Hunter Gauthier, a 5<sup>th</sup> grade student at Carlton Oaks School, to lead the members, staff and audience in the Pledge of Allegiance.

3. Approval of Agenda

It was moved and seconded to approve the agenda.

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

**B. REPORTS AND PRESENTATIONS**

1. **Superintendent's Report**

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

Dr. Shaw shared that Governor Brown gave his May revise budget yesterday. It was somewhat the same as proposed in January. However, the State deficit is nearer \$16 million rather than the projected \$9 million. It looks like enough signatures have been collected for the Governor's initiative to be on the November ballot. The latest polls say citizens are in favor of this initiative to maintain school funding at its current level. Administration will return to the next Board meeting with a more thorough report on the status of the State budget, following Administration's attendance at a workshop. Member Ryan said she will be attending CSBA Delegate Assembly this week where there will be more information about education funding.

2. **Student Spotlight – Carlton Oaks Performing Arts Program**

Carlton Oaks Principal Stephanie Pierce reported on the school COPA program, a unique before and after school program for 4<sup>th</sup>-6<sup>th</sup> grade students. Teachers Angela Panfili, Alisa Williams, and Kim Olsen donate their time for weekly practices and a culminating performance at the end of the school year. Students from the guitar class played a selection for the Board.

3. **Student Spotlight – PRIDE Academy Rosetta Stone Language Program**

PRIDE Principal, Stephanie Southcott, shared with the Board a video put together by students, demonstrating some of the foreign language skills they have learned using Rosetta Stone. PRIDE Academy implemented this foreign language opportunity for qualifying students. Following the video, each of the 5 students attending presented a quick language lesson to each Board member.

4. **Spotlight on Learning: Student Recognition**

- County Science Fair Participants
- County Spelling Bee Participants

- Outdoor Education Essay Contest Winner

Kristin Baranski introduced the students who participated in the County Science Fair, receiving high merit:

Chad Nancarrow	Mugen Blue	Zachary Taft
Caity Williams	Brooke Motl	Melissa Chaves
Andrew Pelowitz	Scott Sterner	Phillip Richeson

Caity Williams, a Cajon Park student, is eligible for the State competition.

Mrs. Baranski introduced Casey Stoudt from Hill Creek, and Victoria Wienzirl from Chet F. Harritt who represented Santee School District in the San Diego County Spelling Bee.

Mrs. Baranski introduced Madison Porter from Hill Creek who received an Outdoor School scholarship through a countywide writing competition. Madison was one of only 15 students throughout the County named as a contest winner out of over 2,940 essays submitted. Her essay was also selected at a Judge's Favorite.

Each student was presented with a certificate of achievement.

## 5. Special Education Program Update

Hope Michel provided the Board with an update on the Special Education program and the implementation of the Action Plan created in 2008. She shared that Goal 1 activities included the formation of an advisory committee that includes parents and staff and an IEP feedback form with 122 forms returned and indicating overwhelmingly positive feedback. Goal 2 activities included special education teachers meeting four times this year in job-a-like sessions and the opportunity to observe colleagues. Ms. Michel said the re-organization has created more opportunities for teacher collaboration to improve instruction and that special education teachers are viewed at their sites as experts in instructional strategies.

The reorganization has reduced the number of school changes, provided additional core curriculum training for SDC teachers, integrated special education and general education professional development related to differentiated instruction, and increased mainstreaming opportunities for students.

Goal 3 activities include the identification and implementation of a new benchmark assessment and implementation of new supplemental ELA and math instructional computer-adaptive programs.

Administration is currently meeting with each site SDC strand teacher to determine caseloads of each SDC program for next year. The goal is to have no more than 12 students in primary classes and 15 in intermediate and junior high classes.

Member Ryan said she recently attended an IEP with Ms. Michel and she did a great job. President Bartholomew asked if any negative feedback has been received and if so, is it followed up with the parent. Ms. Michel said if there is a name provided, as a name is optional, it is followed up on to discuss their specific concern.

Member Burns asked if parents were being informed if their children are changing schools next year. Ms. Michel said there are about 10 students that will change schools next year and she is accompanying them and their parents on site visits. Member Burns said he would like to support those parents in any way possible to assist in those transitions, including providing those students with a school shirt for their new school.

Member El-Hajj asked the reason these students will have to change schools and if this meant the new program had flaws. Ms. Michel said moves are necessary because a student's level of need may be different than expected, either greater or lesser. It used to be parents felt that moves were for the benefit of the District, and now they feel the moves are for the best interest of the children. The Board thanked Ms. Michel for the update.

## C. PUBLIC COMMUNICATION

President Bartholomew invited members of the audience to address the Board about any item not on the agenda.

Sonya Ramos-Santee resident: Ms. Ramos shared at the last meeting about the Quail Brush Power Plant project and wished to have a follow up presentation to the Board. She shared her grave concerns

about the Power Plant project and that her concerns continue to increase. This project will be detrimental to the health of the community and without our health, our education is of no use. She asked the Board to continue to educate themselves about the impact of this project. She said, Lori Ziebart, the project manager, is asking the community to wait. If we wait, we do potential damage to our community.

#### **D. CONSENT ITEMS**

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

- 1.1. Approval of Minutes**
- 1.2. Approval to Cancel the July 3, 2012 Regularly Scheduled Meeting of the Board of Education**
- 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**
- 3.1. Authorization to Award Ornamental Fencing Project for Hill Creek School**
- 4.1. Approval of State Preschool Program Annual Report to California Department of Education**
- 4.2. Approval of the 2011-12 Consolidated Application, Part II**
- 5.1. Personnel, Regular**
- 5.2. Approval of Short-Term Position**

It was moved and seconded to approve Consent Items.

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

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

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

##### **1.1. Approval to Participate in Autism Training and Research with Rady Children's Hospital and University of California, San Diego**

Kristin Baranski, Director of Educational Services, reported that Rady Children's Hospital and UCSD are conducting a three-year research project related to the recent adaptation of a behavioral technique used with autistic children, Classroom Pivotal Response Training (CPRT). They are seeking teachers who will consent to be part of this 3 year study. We have nine teachers interested in the training.

Member Ryan commented that Rady Children's Hospital was the first in the nation to establish a preschool for children with autism. They have had remarkable results. It is an honor and a great benefit to be one of the districts chosen to participate. She abstained from voting on this because she has a grandchild that may have the opportunity to participate.

Member Burns moved to approve the participation in autism training and research with Rady Children's Hospital and University of California, San Diego beginning in the 2012-2013 school year.

*Motion: Burns                      Second: Fox                      Vote: 4-0 (Ryan, abstain)*

##### **1.2. Approval of K-3 Balanced Reading: Professional Development and Materials**

Mrs. Baranski introduced three Language Arts Specialists (LAS): Terry Johnson, Bonnie Jackson, and Debbie Town who were in the audience representing all of the LAS whose guidance in this process has been invaluable. She requested approval of professional development plans, materials, and implementation of a Benchmark Assessment System for a K-3 Balanced Reading Program. This program and materials will support the new District Balanced Reading Program for Kindergarten through third grades, presented to the Board at the April 17, 2012 meeting. No general funds are to be used for this but Mrs. Baranski recommended using BTSA funding for part of the cost.

Member Ryan moved to approve the professional development plans and materials for the K – 3 Balanced Reading Program and Benchmark Assessment System implementation.

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

##### **2.1. Approval to Increase Work Hours for Identified Classified Non-Management Positions**

Minnie Malin requested approval to increase work hours for:

- Three child nutrition services Food Service Worker 1-A positions from 2.5 to 2.75 hours per day to support the Grab & Go lunch program,
- One Food Service Utility Worker position from 5:0 to 6:0 hours per day, and
- One Bilingual Clerical Assistant position from 3.75 to 4.75 hours per day.

Member El-Hajj asked for clarification on the fiscal impact of the Bilingual Clerical Assistant. Mrs. Malin said the cost will be shared with Out-of-School-Time and Human Resources. Member Ryan moved to approve the increase in work hours for the identified positions.

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

**2.2. Adoption of Resolution No. 1112-28 to Layoff an Identified Classified Non-Management Position**

Minnie Malin reported due to the promotion of an eighth grade student who receives 1-on-1 assistance, one Instructional Assistant, Special Ed II position will not be needed for the 2012-13 school year. After the bumping process, there will be a need to lay off 1 classified employee. Member Ryan moved to adopt resolution no. 1112-28 to layoff an identified classified non-management position.

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

**F. BOARD POLICIES AND BYLAYS**

**1.1. First Reading: Board Policy Annual Review:**

- BP 1312.1 Complaints Concerning District Employees**
- BP 4116 Probationary/Permanent Status**
- BP 4315.1 Competence in Evaluation of Teachers**
- BP 5116.1 Intradistrict Open Enrollment**
- BP 6145 Extracurricular and Cocurricular Activities**

Board Bylaw 9310, Board Policies, and Education Code 35160.5 require that the Board annually review the listed Board Policies. The above listed policies were submitted with no recommended revisions for a first reading. No action was requested.

**2.1. Second Reading: New BP 5131.3, Bullying Prevention**

New BP 5131.3, Bullying Prevention was presented to the Board for a second reading and request for adoption. Member Burns asked about staff development and training in bullying prevention and if that meant that staff development will be provided at every school. Mrs. Malin said it began this year with Administrator training. Next year Bob Kull will provide training at a staff meeting and assemblies with students. Teachers will be directed to discuss the policy in the classroom with their students. Member Burns asked if it will be a consistent training that all staff will receive each year. Mrs. Malin said there will be a District template for Principals to use. Member Burns would like to have Mr. Kull provide a short presentation of the material that will be presented.

President Bartholomew asked if something specific about social media should be included. Board members and administration concurred that social media should be addressed in the policy.

Member Burns moved to adopt new BP 5131.3 with the addition of social media being addressed.

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

**2.2. Second Reading: Revised Board Policies to Incorporate Recommendations from the San Diego County Taxpayer's Association**

- BP 3290                      BP 3311                      BP 3312**
- BP 3600                      BP 7140**

Revised BP 3290, BP 3311, BP 3312, BP 3600, and BP 7140 were presented to the Board for a second reading and approval. These Board Policies were revised to include language recommended by the San Diego County Taxpayer's Association. Member Burns moved to approve the revisions to the listed Board Policies.

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

**G. BOARD COMMUNICATION**

Board members expressed their appreciation to Administration for bringing student presentations from the programs offered to students at the schools. It has been great to see what they are doing.

Member Ryan said the strategic planning process has been really great and it is nice to have parents providing input.

Member Burns said during discussions about class sizes, there has been some talk about combinations in junior high. He visited PRIDE Academy and said it was awesome and altered his view somewhat about combination classes. The team was consistent in the classroom environment and it seems to be working well at PRIDE. He spoke with several children and they all felt comfortable with older or younger grade students in their classroom. He applauded the PRIDE junior high staff for their hard work.

Member El-Hajj has been working on the staff development committee and it is going well. Thursday she will attend the Classroom of the Future Awards.

Ken Fox attended the SELPA awards dinner celebrating Jerelyn Lindsay's recognition. Today he sat in on Technology Grant presentations. He said it is obvious the groups worked hard and planned for their presentations.

President Bartholomew mentioned the letter Chet F. Harritt received from Mr. Rosatti with his generous donation. The letter says it all about our district.

Karen Pearlman, seated in the audience, introduced herself as the Union Tribune reporter who will now be covering school boards in the East County.

**H. CLOSED SESSION**

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

1. **Public Employee Discipline/Dismissal/Release** (Govt. Code § 54957)
2. **Conference with Labor Negotiator** (Govt. Code § 54956.8)  
*Agency Negotiator: Karl Christensen, Assistant Superintendent*  
*Employee Organizations: Santee Teachers Association*
3. **Conference with Legal Counsel—Anticipated Litigation**  
*Significant exposure to litigation pursuant to subdivision (b) of Gov't Code § 54956.9*  
*One potential case.*
4. **Public Employee Performance Evaluation** (Govt. Code § 54957)  
*Superintendent*

The Board entered closed session at 8:30 p.m.

**I. RECONVENE TO PUBLIC SESSION**

The Board reconvened to public session at 11:20 p.m. No action was reported.

**J. ADJOURNMENT**

The May 15, 2012 regular meeting adjourned at 11:20 p.m.

**BACKGROUND:**

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

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

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

A list of requests for travel which require air travel, and/or an overnight stay and/or are out of the State will be reviewed and approved by the Executive Council or Superintendent and submitted to the Board of Education for 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 \$3,582, with additional substitute costs of \$420, 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 - June 5, 2012

Travel Dates	Attendees	Site or Dept	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Overnight, Out-of-State, Air Travel
Tues-Wed 06/26/12 - 06/27/12	Diane Long Ramona Lampe Lilah Onners Thomas Klus	CFH CFH CFH CFH	2012 Summer Gifted Institute and Demonstration School	USC, Los Angeles	\$105 \$105 \$105 \$105	\$350 \$350 \$350 \$350	Title I Title I Title I Title I	This two day institute will focus on training for GATE certification.
Wednesday 06/27/12	Christina Becker	M&O/Facs	State Allocation Board Meeting	Sacramento	\$0	\$246	Facilities Modernization	Ms. Becker will represent Santee School District at the State Allocation Board meeting regarding the District's joint use modernization grant funding.
Mon-Fri, 07/09/12 - 07/13/12	Lea Hallinan Joe Kemery	PRIDE PRIDE	STEMposium 2012	SDCOE	\$0 \$0	\$50 \$50	Student Teacher Student Teacher	This 5-day workshop will focus on instructional strategies for science technology, engineering, and math.
Mon-Tues 07/23/12 - 07/24/12	Chris Stanley Tristin Tade Anne Coman	CH CH CH	Turn Around Schools - No Excuses Institute	Indian Wells	\$0 \$0 \$0	\$612 \$612 \$612	Title I Title I Title I	This two day learning institute will focus on practical instructional strategies to gain academic success from students.



Consent Item E.2.2. Approval/Ratification of Revolving Cash Report  
Prepared by Karl Christensen  
June 5, 2012

**BACKGROUND:**

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

**RECOMMENDATION:**

Administration recommends approval of check #22243 on the \$15,000 Revolving Cash Account.

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 is \$49.47 as disclosed on the following report.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item E.2.2.
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SANTEE SCHOOL DISTRICT  
REVOLVING CASH REPORT- \$15,000

Date	Number	Name	Memo	Amount
05/04/12	22243	Board of Equalization	Diesel Tax Return- January through March 2012	\$49.47
		Total Checks Written		\$49.47
		Total to be Reimbursed		\$49.47

Consent Item E.2.3 Acceptance of Donations  
 Prepared by Karl Christensen  
 June 5, 2012

**BACKGROUND:**

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

<i>Item</i>	<i>Approximate Value</i>	<i>Donated By</i>	<i>Designated For Use At</i>
Funds to Support the Recognition of Employees: Classified Employees' Luncheon Employee Year-End Event	\$1,200.00 \$500.00	Mission Federal Credit Union	Districtwide
<b>TOTAL DONATIONS RECEIVED</b>	<b>\$1,700.00</b>		

**RECOMMENDATION:**

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

This recommendation supports the following District goals:

- 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 above are valued at \$1,700.00.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item E.2.3.
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Consent Item E.2.4.

Prepared by Karl Christensen  
June 5, 2012

Adoption of Resolution #1112-29 to Establish  
Temporary Interfund Transfers

**BACKGROUND:**

At certain times of the year, because of the State's reliance on apportionment deferrals and other timing circumstances, it becomes necessary for some funds to temporarily borrow monies from other funds to pay bills. These temporary loans are known as "Due To/Due From" accounts. These account transfers must conform with Education Code Section 42603 which states "The governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations." In order to comply with adopted procedures by the San Diego County Office of Education, the Santee School District Board of Education must annually adopt a resolution to allow for Temporary Interfund Transfers of Special or Restricted Funds. This resolution approves all such transfers as needed to close the books for fiscal year 2011-12 and incorporates any transfers needed for the 2012-13 fiscal year.

**RECOMMENDATION:**

It is recommended that the Board of Education adopt Resolution #1112-29, "Resolution to Establish Temporary Interfund Transfers of Special or Restricted Fund Moneys" (Due To/Due From), as required for the 2011-12 year-end closing process and 2012-13 fiscal year.

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:**

Resolution #1112-29 will allow temporary interfund transfers of special or restricted fund moneys (due to/due from) as required for the 2011-12 year-end closing process and 2012-13 fiscal year. This resolution approves all such transfers as needed to close the books for fiscal year 2011-12 and incorporates any transfers needed for the 2012-13 fiscal year. The anticipated fiscal amount of the transfers is not to exceed \$5,000,000.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:	Second:	Vote:	Agenda Item E.2.4.
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SANTEE SCHOOL DISTRICT )  
 )  
 Resolution to Establish Temporary )  
 Interfund Transfers of Special or )  
 Restricted Fund Moneys (Due To/ )  
 Due From Accounts) )  
 )  
 Resolution #1112-29 )

On Motion of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_,  
 the following resolution is hereby adopted:

WHEREAS, the Governing Board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by Education Code Section 42603, and

WHEREAS, the transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account, and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final one hundred twenty (120) calendar days of a fiscal year,

THEREFORE, BE IT RESOLVED that the Board of Education of the Santee School District in accordance with the provisions of the Education Code Section 42603 adopts the following authorization for fiscal year 2012-13 to temporarily transfer funds not to exceed \$5,000,000 between the following funds provided that all transfers are approved by the Superintendent or designee:

- General Fund (03/06)
- Child Development (12)
- Cafeteria (13)
- Deferred Maintenance (14)
- Special Reserve (17)
- Other Building Fund (21)
- Capital Facilities (25)
- State School Building (30)



**BACKGROUND:**

Each year the District offers to parents a medical insurance plan for students. This plan is voluntary and is generally used by parents who do not have insurance plans that cover their children.

**RECOMMENDATION:**

Administration recommends approval of offering student accident insurance for the 2012-13 school year, available from Guarantee Trust Life Insurance Company through Pacific Educators, Inc. Insurance Services. The premiums listed below have not changed from last year's premiums.

RATE SCHEDULE

	Standard Benefit Option	High Benefit Option
School Time Coverage	\$10.00	\$23.00
24-Hour Coverage	\$70.00	\$150.00

Administration also recommends that Pacific Educators, Inc. serve as the servicing broker. This broker handles all claims and referrals from parents of students who are involved in injuries.

This recommendation supports the following District goal:

- Student Well-Being  
 Provide social, emotional and health service programs integrated with community resources, to foster student character and personal well-being.

**FISCAL IMPACT:**

The District does not pay any of the premiums for this coverage.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item E.2.5.
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**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 agreements with Consultants and General Service Providers 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 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.
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**Consultants and General Service Providers Report  
June 5, 2012**

Vendor Name	Type (Consultant or General Service Provider)	Description of Services	Date(s) of Service	Amount	Funding	Payment Type (Independent Contractor or Employee)
San Diego Natural History Museum	General Service Provider	Museum on Wheels	6/1/2012	\$155	Field Trips / Assemblies - Sycamore Canyon	Independent Contractor
Art Flores	General Service Provider	DJ Services for Spring Festival	6/15/2012	\$250	PTO Donation - Pepper Drive	Independent Contractor
Mad Science	General Service Provider	Mad Science Assembly	6/22/2012	\$340	Field Trips / Fundraisers - Sycamore Canyon	Independent Contractor
Louis A Tamagni	General Service Provider	DJ Services for 8th Grade Luncheon	6/25/2012	\$225	Field Trips - Pepper Drive	Independent Contractor
Lisa Kenyon	Consultant	Data / Clerical Services for the SSD Foundation (Legacy Paver Processing)	7/1/12 - 6/30/13	\$18/hour (not to exceed \$1,000)	SSD Foundation	Employee

**BACKGROUND:**

Education Code §42605 grants districts flexibility in Tier III categorical programs and authorizes districts to use these funds for any educational purpose. For the 2008-09 fiscal year through the 2014-15 fiscal year, inclusive, local educational agencies that use the flexibility provision of this section shall be deemed to be in compliance with the program and funding requirements contained in statutory, regulatory and provisional language. As a condition of receipt of the funds, the governing board is required, at a regularly scheduled open public hearing held prior to and independent of a meeting where the governing board of the district adopts the annual budget, to take testimony from the public, identify any program that is proposed to be closed, discuss, approve or disapprove the proposed use of funding, and make explicit the purposes for which the funding will be used.

Administration recommends use of the Tier III Categorical Program funds as delineated below and described in the attached list:

State Program Subject to Flexibility	Former Resource Number	Unrestricted Resource Number	Estimated 2012-13 Award	Flexibility Used	% Flex Used	Remaining for Program Expenditures
Supplemental Hourly Instructional Prog	0	0	13,867	13,867	100.00%	0
Community Day School	2430	911	72,445	0	0.00%	72,445
Deferred Maintenance	6205	915	229,818	0	0.00%	229,818
Community Based English Tutoring	6285	918	13,537	13,537	100.00%	0
Schl Safty & Violnce Prevntn	6405	921	39,952	10,039	25.13%	29,913
Arts & Music Block Grant	6760	922	89,472	89,472	100.00%	0
Supplemental School Counseling	7080	924	130,666	47,953	36.70%	82,713
GATE	7140	926	41,303	0	0.00%	41,303
Instructnl Mtis Fund Realignment	7156	927	341,362	166,362	48.73%	175,000
PAR	7271	931	25,299	14,531	57.44%	10,768
SB472 Staff Development	7294	935	32,067	32,067	100.00%	0
Admin Training	7325	937	7,274	7,274	100.00%	0
Teacher Credentialing Blk Grant	7392	943	17,455	17,455	100.00%	0
Profnl Developmnt Blk Grant	7393	944	174,393	88,648	50.83%	85,745
Targeted Instructnl Imprvmnt Blk Grnt	7394	945	576,547	154,511	26.80%	422,036
School Library Imprvmnt Blk Grnt	7395	946	673,819	400,000	59.36%	273,819
Staff Development English Learner	7296	965	11,022	11,022	100.00%	0
<b>Total Flexibility Used</b>			<b>2,490,298</b>	<b>1,061,223</b>	<b>42.53%</b>	<b>1,433,742</b>

**RECOMMENDATION:**

It is recommended that the Board of Education adopt Resolution #1112-30 approving receipt and specified use of Tier III Categorical Program funds for 2012-13.

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:**

Tier III Categorical Program Funds of \$2,494,965 of which \$1,061,223 would be used as flexible dollars to help reduce the deficit in the Unrestricted General Fund.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item E.2.7.
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**RESOLUTION #1112-30 OF THE BOARD OF EDUCATION  
OF THE  
SANTEE SCHOOL DISTRICT**

**TIER III CATEGORICAL FLEXIBILITY**

WHEREAS as added and amended by SBX3 4, ABX4 2, and SB 70, Education Code 42605 grants districts flexibility in "Tier III" categorical programs and authorizes districts to use these funds for "any educational purpose, to the extent permitted by federal law." For the 2008-09 fiscal year to the 2014-15 fiscal year, inclusive, local educational agencies that use the flexibility provision of this section shall be deemed to be in compliance with the program and funding requirements contained in statutory, regulatory, and provisional language.

WHEREAS as a condition of receipt of the funds, the governing board is required, at a regularly scheduled open public hearing, to take testimony from the public, discuss, and approve or disapprove the proposed use of funding and to make explicit the purposes for which the funding will be used.

WHEREAS Assembly Bill (AB) 189, became effective January 1, 2012, and requires the Tier III public hearing to be held prior to and independent of a meeting at which the budget is adopted. AB 189 also requires a governing board to identify in the notice of the public hearing, any Tier III program that is proposed to be closed.

WHEREAS attached to this resolution is a list of specific programs, the estimated funding amounts, and the proposed activities for which the funds are to be expended identified by SACS function code.

THEREFORE, BE IT RESOLVED that, following a public hearing in which public testimony was taken, discussion regarding the proposed uses of the funds took place, and programs proposed to be closed were identified, the Santee School District adopts this Resolution approving the proposed uses of the funds as shown on the attached list.

PASSED AND ADOPTED this 5th day of June 2012 by the following vote:

Ayes:

Noes:

Abstained:

Absent:

ATTEST:

\_\_\_\_\_  
Clerk, Board of Education

Consent Item E.2.8. Approval/Ratification of Annual Agreements for 2012-13  
Prepared by Karl Christensen  
June 5, 2012

**BACKGROUND:**

Attached is a list of annual agreements presented for the Board's information and approval. These agreements are put into place and purchase orders are issued to make ongoing payments to vendors as expenses are incurred throughout the fiscal year. Administration has reviewed each annual agreement and solicited quotes where applicable. Additional quotes were not solicited for those items that are on a continuing lease or lease/purchase because those items were received on a multi-year agreement.

**RECOMMENDATION:**

Administration recommends approval/ratification of the attached listed annual agreements for 2012-13.

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 estimated annual cost of each annual agreement is attached and the total of all annual agreements listed is \$2,292,129.87

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion: [ ] Second: [ ] Vote: [ ] Agenda Item E.2.8. [ ]

## Annual and/or Continuous Agreements for 2012-13

Updated: May 30, 2012

Vendor	Description	Department	Approximate Cost
ACSA	Membership Dues	Business	\$ 1,331.28
Advance Plumbing Co.	Service Calls to Sites	M&O	\$ 3,000.00
All City Pest Control	Pest Control Services	M&O	\$ 14,000.00
American Fence	Fencing Repairs/Replacements	M&O	\$ 10,000.00
American Messaging	Main Duty Pager	M&O	\$ 135.00
AT&T / Calnet 2 – Access Line	Phone Service - Access Lines	Technology	\$ 18,500.00
AT&T / Calnet 2 – C60 Acct.	Phone Service - C60	Technology	\$ 29,000.00
Calico Software Systems	Spedforms Web IEP/ Evaluations	Special Ed	\$ 7,300.00
California School Boards Association	GAMUT Subscription	Superintendent	\$ 2,500.00
California School Boards Association	CSBA Membership Dues	Board	\$ 9,993.00
Canon Business Solutions, Inc.	Maintenance Agreements - All Sites	Business	\$ 13,500.00
Canon Business Solutions, Inc.	Maint. Agreement-State Pre-Sch. @PA	Business	\$ 132.00
Canon Financial Services	Yr 2 of 5-yr Lease Agreement - Copier	Business	\$ 2,944.95
CASBO Professional Developmt	Membership Dues	Business	\$ 545.00
City Electric Supply	Electrical Supplies/Ballasts/Bulbs	M&O	\$ 7,000.00
City of Santee	Crossing Guards	Business	\$ 15,000.00
Coalition for Adequate School Housing	CASH Membership Dues	Business	\$ 450.00
Commercial & Industrial Roofing	Roof Repairs throughout District	M&O	\$ 14,000.00
Computer Protection Tech.	Equipment Maint. Agreement	Technology	\$ 1,610.00
Core Technology	CTC Bridge Software & Support	Technology	\$ 594.00
County Schools Svc Fund	Ed-Join	Human Resources	\$ 776.38
Cox Communications	Cox Data Network	Technology	\$ 44,000.00
Curriculum Associates	Instructional Support	Ed Services	\$ 9,400.00
Dell	Certification Testing & Parts	Technology	\$ 600.00
DFS Flooring	Carpet & Flooring Repairs/Services	M&O	\$ 10,000.00

ESGI	Licenses	Ed Services	\$ 4,500.00
El Cajon Print & Copy	Special Printing Needs	Publications	\$ 1,500.00
Fagen Friedman & Fulfroost	Legal Services	Human Resources	\$ 40,000.00
Ferguson	Maintenance & Repairs	M&O	\$ 5,000.00
Follett Software Company	Alliance On-Line Subscription - All 9	Ed Services	\$ 2,601.00
Frontline Placement (Aesop)	Aesop Substitute/Absence Svcs	Human Resources	\$ 7,232.50
G & K Services	Uniform Services for M & O &	M&O	\$ 3,000.00
GEM Industrial	Repair Services throughout Distr.	M&O	\$ 14,000.00
General Binding Corp.	Maint. Agreemt for Laminator - SC	Sycamore Cyn	\$ 450.00
General Binding Corp.	Maint. Agreemt for Laminator - HC	Hill Creek Sch	\$ 772.16
General Binding Corp.	Maint. Agreemt for Laminator - CFH	Chet F. Harritt	\$ 267.00
Gravel 'N Grit	Grounds Supplies	M&O	\$ 14,000.00
Greenbrier Lawn & Tree Experts	Maintenance Of Trees – District	M&O	\$ 14,000.00
Grossmont Union HS Dist.	Fingerprinting	Human Resources	\$ 2,500.00
GTC Systems, Inc.	Professional Svcs – Citrex	Technology	\$ 7,000.00
GTC Systems, Inc.	VMWare Academic Basic Support	Technology	\$ 2,801.00
Harland (Scantron)	Scanner Maintenance Agreement -	Ed Services	\$ 1,234.00
Helix Water District	Water Service-PD	Business	\$ 14,000.00
Intel-Asses	Site Assessments	Ed Services	\$ 15,000.00
Josephson Institute of Ethics	Character Counts Membership	Ed Services	\$ 1,000.00
Konica Minolta Business	Yr 2 of 5-Yr Maint. Agreemt for Copier	Transportation	\$ 100.00
Konica Minolta Business	Maintenance Agreement for VI Prog.	Special Ed	\$ 528.00
Konica Minolta Business	Maint. Agreemt for Copiers #1	Publications	\$ 15,000.00
Konica Minolta Business	Maint. Agreemt for Copiers #2	Publications	\$ 15,000.00
Konica Minolta Business	Maint. Agreemt for Copiers #3	Publications	\$ 5,000.00
Konica Minolta Business	Maint. Agreemt for Copiers #4	Publications	\$ 15,000.00
Mercury Disposal Systems, Inc	Hazmat Disposal Services	M&O	\$ 1,500.00
Mission Valley Landscape	Landscape Services	M&O	\$ 14,000.00
Neopost	Mailing Machine Rental	Warehouse	\$ 1,900.00
Neopost	Rate Increase upgrades for Weigh	Warehouse	\$ 240.00

Nexon Corp	Asbestos Abatement Services	M&O	\$ 7,000.00
Nextel	Cell Phones for On-Site Staff-HC	Business	\$ 1,365.00
North County Educational Purchasing	Annual Dues	Purchasing	\$ 200.00
On-Time Striping	Striping/Line Painting	M&O	\$ 10,000.00
Pacwest Air Filter, LLC	Filters for HVAC Units	M&O	\$ 14,000.00
Padre Dam MWD	Water Service (For Entire District	Business	\$ 370,024.00
Paper Plus	Publication Supplies	Publications	\$ 500.00
Pearson - Due on June 27	Power School	Technology	\$ 29,119.50
Ramona Paving	Paving Repairs	M&O	\$ 14,000.00
Regional Communication System	Radio Service Agreement	Transportation	\$ 14,628.00
Renaissance Learning Software	On-Line Subscription Services	Ed Services	\$ 27,968.70
Renaissance Learning Software	Accelerate Reader & English in a Flash	Ed Services	\$ 891.00
San Diego City Schools	Fingerprinting Services	Human Resources	\$ 500.00
San Diego County Office of Education	VPN Billing – Maintenance	Technology	\$ 1,000.00
San Diego County School Boards	Membership Dues	Board	\$ 336.71
San Diego Gas & Electric	District-wide Gas and Electric Services -	Business	\$ 824,939.00
San Diego Gas & Electric	Gas and Electric Services - HC	Business	\$ 21,976.00
Santee SD Security	District-wide Security Service	Business	\$ 50,000.00
School Dude – Begins 2-28-12	Work Order Database	M&O	\$ 5,971.50
School Dude – Begins 8-1-2011	IT Direct Service	Technology	\$ 2,985.00
School Innovations & Advocacy	Mandate Claim Preparation	Business	\$ 17,750.00
School Messenger /	Parent Link Information	Technology	\$ 17,712.75
School Services of California, Inc.	Fiscal and Mandated Cost Claim Services	Business	\$ 3,720.00
Schoolwires – Begins 12-28-11	Power Pack - District-wide Software	Technology	\$ 13,750.00
Schwartz, Heidel, Sullivan	Legal Services	Business	\$ 6,000.00
SDMSD Heartbeat	Defibrillator Maintenance	Human Resources	\$ 402.48
SoCo Group	Fuel for M & O	Transportation	\$ 30,000.00
SoCo Group	Fuel for Technology	Transportation	\$ 2,200.00
SoCo Group	Diesel & Unleaded Fuel	Transportation	\$ 117,800.00
Southland Envelope	Envelope Printing	Publications	\$ 2,000.00



Sparkletts	Drinking Water for Pride Academy	Pride Academy	\$ 125.00
Sparkletts	Drinking Water for Sycamore Canyon	Sycamore Cyn	\$ 100.00
Sparkletts	Drinking Water for M&O	M&O	\$ 300.00
Sparkletts	Drinking Water for Project Safe	Business	\$ 125.00
Sparkletts	Drinking Water for Departments located	Business	\$ 800.00
Spiral Binding Co. Inc.	Coil Binding Supplies	Publications	\$ 500.00
Sprint	Cell Phone Service for District	Technology	\$ 17,600.00
Standard Electronics	Annual Fire Alarm Testing	M&O	\$ 5,500.00
Standard Electronics	Service Calls to Sites	M&O	\$ 10,000.00
Standard Tel Networks	Mitel Telephone System Support	Technology	\$ 2,000.00
Standard Tel Networks	Xpress Care Renewal	Technology	\$ 1,800.00
State of California	Passenger Elevator Permit Costs - CP,	M&O	\$ 1,125.00
State of California	Wheelchair Lift Permit Costs -	M&O	\$ 500.00
State of California DOJ	Fingerprinting Services	Human Resources	\$ 4,500.00
Superintendent of Schools	Business Cards	Publications	\$ 2,000.00
Sycamore Landfill Inc.	Refuse Disposal	M&O	\$ 4,000.00
Thomas Industrial Water	Water Conditioning Services	Transportation	\$ 420.00
ThyssenKrupp Elevator	Elevator Maintenance Agreements for	M&O	\$ 15,000.00
ThyssenKrupp Elevator	Bi-Annual Inspection of Wheelchair Lifts	M&O	\$ 1,375.00
Unisource	Paper Supplies	Publications	\$ 30,000.00
US Bank	Yr 3 of 5-yr Lease Agreement - Riso	Business	\$ 3,262.75
US Bank	Yr 3 of 5-yr Lease Agreement - Riso	Business	\$ 2,874.85
US Postal Service	Annual Postage for District	Business	\$ 20,000.00
Vavrinek, Trine, Day & Co LLP	Audit Services	Business	\$ 21,500.00
Waste Management	District-wide Refuse Removal	Business	\$ 55,000.00
Western Environmental	Asbestos Sampling/Monitoring	M&O	\$ 5,000.00
Witt Co. for CIT Technology	Maint. Agreemts/Overages - CH	Business	\$ 1,486.36

TOTAL	\$2,292,129.87
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Consent Item E.2.9.  
Prepared by Karl Christensen  
June 5, 2012

Approval of Agreement with Keenan & Associates to  
Administer Property & Liability Run Off Claims For  
Incidents Occurring on or Before June 30, 2011

**BACKGROUND:**

On July 1, 2011, the District transferred Property & Liability insurance coverage from Southern California ReLIEF (“SoCAL ReLIEF”) to the San Diego County JPA (“JPA”). The JPA provides claims administration services as part of their overall bundle. Keenan & Associates (“Keenan”) provided Claims Administration services while the District was covered by SoCAL ReLIEF under a separate agreement. That agreement expired as of June 30, 2011.

The District recently received a claim for an incident that occurred prior to June 30, 2011. This claim was reported to the Board at the September 6, 2011 meeting and denied for submission to insurance review. Claims such as this one that are reported after expiration of coverage but that pertain to a time period when coverage was in force are referred to as “Runoff Claims.” Since the incident occurred while the District was covered through SoCAL ReLIEF, the claim was submitted through them. In order to do so, it is necessary to execute a separate agreement with Keenan & Associates to continue to administer the claim. Under the previous agreement with Keenan, the District paid hourly charges and expenses up to a maximum of \$15,000. Under this agreement, the hourly and expense rates are the same but there is no maximum amount.

**RECOMMENDATION:**

It is recommended that the Board of Education approve the agreement with Keenan & Associates to Administer Property & Liability Run Off Claims through SoCAL ReLIEF for claims pertaining to incidents occurring on or before June 30, 2011.

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 estimate for administration of this claim is \$6,500. However, the exact amount will depend on the complexity and severity of Run Off claim(s).

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item E.2.9.
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**PLCA RENEWAL AMENDMENT**

This Amendment hereby amends the Property and Casualty Run-Off Claims Administration Services Agreement dated July 1, 2011 (“Agreement”) by and between Keenan & Associates and Santee School District as follows (hereafter referred to collectively as “Parties”):

WHEREAS, the current term of the Agreement shall expire on June 30, 2012; and

WHEREAS, the Parties desire to continue their relationship subject to the terms and conditions outlined in the Agreement;

NOW, THEREFORE, the parties agree as follows:

1. The Agreement is hereby renewed for an additional one (1) year term beginning on July 1, 2012 and ending on June 30, 2013 (“Renewal Term”).
2. Keenan’s fees for the period July 1, 2012 through June 30, 2013 shall remain unchanged.
3. All remaining terms and conditions of the Agreement shall remain unchanged and in full force and effect during, and shall govern the conduct of the Parties during the Renewal Term.
4. The effective date of this amendment is July 1, 2012.
5. Each person signing this Amendment to the Agreement on behalf of a Party represents and warrants that he or she has the necessary authority to bind such Party and that this Amendment is binding on and enforceable against such Party.

<u>Santee School District</u>		<u>Keenan &amp; Associates</u>	
<b><u>Signature:</u></b> _____		<b><u>Signature:</u></b> _____	
<b><u>By:</u></b> _____		<b><u>By:</u></b> <u>Steven V. Moccardini</u>	
<b><u>Title:</u></b> _____		<b><u>Title:</u></b> <u>Vice President</u>	
<b><u>Address:</u></b> _____		<b><u>Address:</u></b> <u>2355 Crenshaw Blvd., Ste. 200</u>	
		<b><u>Address:</u></b> <u>Torrance, CA 90501</u>	
<b><u>Attention:</u></b> _____		<b><u>Attention:</u></b> _____	

**PROPERTY AND CASUALTY  
RUN-OFF CLAIMS ADMINISTRATION SERVICES AGREEMENT**

This **Property and Casualty Run-Off Claims Administration Services Agreement** ("Agreement") is made and entered into by and between **Santee School District** ("Client") and **Keenan & Associates** ("Keenan"), as of **July 1, 2011** ("Effective Date"). Client and Keenan are also referred to individually as a "party" and collectively as the "parties."

In consideration of the mutual obligations contained herein, the Parties agree as follows:

1. **TERM**

The term of this Agreement is from July 1, 2011 through June 30, 2012 ("Term") unless extended or terminated earlier as provided herein.

2. **KEENAN RESPONSIBILITIES AND SCOPE OF SERVICES**

A. Keenan shall provide Client with the services described in the attached Exhibits A that are checked below:

Exhibit A-1 – Administrative Services



Exhibit A-2 – Adjustment Services



Exhibit A-3 – Investigative Services



Exhibit A-4 – Additional Investigative Services



A. The Run-Off Claims that are covered by this Agreement include all previously reported, open claims, as well as claims reported during the term of this contract, for which Client has financial responsibility as part of the coverage or insurance (the "Coverage") provided by the Insurance Policy or Memorandum of Coverage issued by Southern California Relief for the period July 1, 2010 to June 30, 2011. Such claims shall be referred to hereafter as "Run-Off Claims."

B. Keenan shall perform its obligations hereunder as an independent contractor and, except as specifically set forth in this Agreement, shall not be an employee, officer, agent or fiduciary of Client. Keenan shall be responsible for, and pay all of, its operating and personnel expenses.

C. Keenan's services are limited to the specific obligations described herein and Keenan is authorized to act on behalf of Client as expressly stated in this Agreement.

D. Keenan agrees to comply with all applicable State and Federal Laws that relate to the Coverage.

3. **CLIENT'S DUTIES AND RESPONSIBILITIES**

- A. Client shall retain final authority and responsibility to approve the resolution of all Run-Off Claims that are within the member retained limits and is responsible for all other aspects of the Coverage, except for the services to be provided by Keenan under this Agreement.
- B. Client shall provide Keenan with all applicable information in a timely manner so that Keenan can fulfill its obligations under this Agreement. Client certifies that all information provided to Keenan shall be complete, accurate and timely and that Keenan may rely upon such information without further investigation or review. Client understands and agrees that such information has not been audited by Keenan and Client shall remain liable for its accuracy.
- C. To the extent Keenan requires the assistance of Client's staff or any third parties who are assisting, advising or representing Client to fulfill its obligations hereunder, Client shall have its staff and these third parties assist Keenan.
- D. If a trust account is opened by Keenan on behalf of the Client, Client hereby agrees to fund such trust account and to maintain a minimum balance, during the Term of this Agreement, of at least an amount sufficient to ensure that there are sufficient funds available to pay all appropriate and properly submitted Claims. If Claims exceed the balance in the trust account Client shall be responsible for covering those Claims. Keenan agrees to notify the Client if there are any deficiencies in the minimum balance of the trust account when Claims exceed the account balance. All deficiencies in the minimum balances in the trust account are due and payable upon receipt of notice from Keenan. Client hereby agrees to provide funds to sufficiently fund the trust account in a timely manner. Keenan shall not, under any circumstances or occurrences, be responsible for funding any deficiencies in the trust account; nor, shall it be responsible for the payment of any appropriate and properly submitted Claims.
- E. Client acknowledges and agrees that Keenan will use its discretion in its role as Run-Off Claims administrator. In such capacity, Keenan shall have no responsibility or liability for actions taken or payments approved, unless it shall be determined that Keenan acted in willful misconduct or in a manner that was grossly negligent.
- F. Client understands that Keenan is not providing any legal, tax or accounting services or advice and agrees to seek the counsel of its own attorney on all legal issues or matters and consult with its own tax and accounting experts on all tax and accounting issues and matters relating to the Run-Off Services.

4. **COMPENSATION**

Keenan shall receive compensation for the services rendered under this Agreement as provided in the attached Exhibit B.

5. **INSURANCE**

Keenan shall procure and maintain during the term of this Agreement the following insurance coverages, and shall provide certificates of insurance to Client upon Client's request.

- A. **Workers' Compensation**: Coverage in conformance with the laws of the State of California and applicable federal laws;
- B. **General Liability**: Coverage (including motor vehicle operation) with a One Million Dollar (\$1,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability; and
- C. **Errors and Omissions**: Coverage with a One Million Dollar (\$1,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.

6. **INDEMNIFICATION**

If either party breaches this Agreement, then the breaching party shall defend, indemnify and hold harmless the non-breaching party, its officers, agents and employees against all claims, losses, demands, actions, liabilities, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach. In addition, if Keenan (i) becomes the subject of a subpoena or is otherwise compelled to testify or (ii) becomes the subject of a claim, demand, action or liability brought or asserted by any individual or entity other than the Client ("Third-Party Demand") relating to the Services and such Third-Party Demand is not a direct result of Keenan's negligence or willful misconduct, then Client shall defend, indemnify and hold Keenan harmless from all losses, payments, and expenses incurred by Keenan in resolving such Third-Party Demand.

7. **LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable for any punitive damages, fines, penalties, taxes or any indirect, incidental, or special damages incurred by the other party, its officers, employees, agents, contractors or consultants whether or not foreseeable and whether or not based in contract or tort claims or otherwise, arising out of or in connection with this Agreement even if advised of the possibility of such damage. Keenan's liability under this Agreement shall further be limited

to, and shall not exceed, the amount of its available insurance coverage, but not exceeding the limits of coverage outlined in Section 5.

8. **DISPUTE RESOLUTION**

- A. Disputes arising out of or relating to this Agreement, other agreements between the parties, or any other relationship involving Client and Keenan (whether occurring prior to, as part of, or after the signing of this Agreement) shall first be resolved by good faith negotiations between representatives of the parties with decision-making authority. If either party determines that the dispute cannot be resolved through informal negotiation then the dispute shall be submitted to non-binding mediation. The site of the mediation and the selection of a mediator shall be determined by mutual agreement of the parties. If the dispute is not resolved through mediation within sixty (60) days following the first notification of a request to mediate, then either party shall have the right to require the matter to be resolved by final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or such other arbitration procedures as may be agreed to in writing by the Parties. Negotiation, mediation, and arbitration shall be the exclusive means of dispute resolution between Client and Keenan and their respective members, agents, employees and officers.
- B. Arbitration shall be before a single arbitrator in the County of Los Angeles, California. The Arbitrator shall apply the Federal Arbitration Act and California substantive law, and shall accompany the award with a reasoned opinion. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The prevailing party shall be entitled to an award of reasonable attorneys' fees. A judgment of any court having jurisdiction may be entered upon the award.
- C. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy).

9. **TERMINATION**

- A. This Agreement may be terminated upon the occurrence of any of the following events:
- i. By either party upon the dissolution or insolvency of either party;
  - ii. By either party following the filing of a bankruptcy petition by or against either party (if the petition is not dismissed within sixty (60) days in the case of an involuntary bankruptcy petition);

- iii. If the application of any law, rule, regulation, or court or administrative decision prohibits the continuation of this Agreement or would cause a penalty to either party if the Agreement is continued, and if the Agreement cannot be amended to conform to such law, rule, regulation, or court or administrative decision in a manner that would preserve the original intent of the parties with respect to their rights and duties under this Agreement; or
  - iv. By the non-breaching party if a breach of this Agreement is not cured within thirty (30) days following receipt of written notice of the breach from the non-breaching party.
  - v. Either party shall have the right to terminate at any time without cause or penalty upon sixty (60) days prior written notice to the other party.
- B. If all Run-Off Claims are closed prior to the termination date of this Agreement, the Agreement shall terminate automatically as of the date the last Run-Off Claim is closed.
- C. In the event of termination pursuant to Section 9A above, Keenan shall be paid for the full value of all services rendered through the date of termination.
- D. If Client requests that Keenan continue to provide services under this Agreement after its expiration, Keenan may agree to provide services and the Agreement shall be extended on a month-to-month basis until terminated by either party. In such case, compensation shall be paid to Keenan on a monthly basis, under the then current rates.

10. **DISPOSITION OF FILES**

- A. All files on each Run-Off Claim shall be the property of Client. However, Keenan shall be entitled to keep a copy of such files and documents as may be necessary to demonstrate its performance under this Agreement.
- B. In the event of the expiration or termination of this Agreement, Keenan shall return all files to Client unless Client requests Keenan to continue to process any file(s), which file(s) Keenan will continue to process on a fee basis as negotiated.

11. **SOLICITATION OF EMPLOYEES**

Throughout the term of this Agreement and for one year following the termination date, Client shall not, without Keenan's prior written approval, solicit or employ directly or indirectly (whether as an employee, consultant or otherwise, or for itself or a third party) any then-current Keenan employee, contractor or consultant who performed work for Client under this Agreement.



12. **MARKETING**

Keenan may use Client's name in its representative client list. Keenan shall obtain Client's written consent before using Client's name for any other purpose.

13. **OTHER RELATIONSHIPS**

A. Client also understands that Keenan or its affiliates may provide services for other entities that also participate in the same pool as Client and or maintain Coverage with Keenan for similar insurance needs and that Keenan may be separately compensated for those additional services. Such services may include, without limitation, providing similar services for other members of the pool or providing other services for insurers or reinsurers that may provide coverage under the pool.

B. Client understands that Keenan or its affiliates may provide Client with other services or insurance coverage not provided in this Agreement and receives compensation related to such other services including, without limitation, loss control services, joint powers administration, insurance brokerage services, reinsurance, obtaining other reinsurance coverage for Client, Run-Off Claims administration, investigative services, financial processing and other related services.

C. In the event a Run-Off Claim is reported to Keenan and it is determined that the claimants or cross-complainants are also clients of Keenan to whom Keenan is also committed to serve by contract, Keenan shall notify the Client of the actual or potential conflict of interest. In such event, Client shall either waive the conflict or retain the services of another investigator/adjuster to administer the Run-Off Claim, and Keenan shall assist the Client in obtaining such service.

14. **GENERAL**

A. This Agreement, its recitals and all attached exhibits constitute the entire understanding of the parties related to the subject matter of the Agreement, and supersede all prior and collateral statements, presentations, communications, reports, agreements or understandings, if any, related to such matter(s).

B. The obligations set forth in this Agreement other than Keenan's obligation to perform the Services and Client's responsibility to pay for the Services shall survive the expiration or termination of this Agreement. Nothing in this Section 14 shall, however, be interpreted as relieving Client of its obligation to pay for any Services rendered by Keenan prior to the termination date of this Agreement.

C. If any person or entity attempts to pursue any claim or remedy based upon or arising in any way out of this agreement, to the extent such claim or remedy is permitted, then such person or entity shall be bound by the terms of this Agreement.

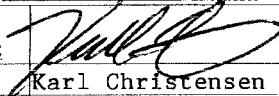
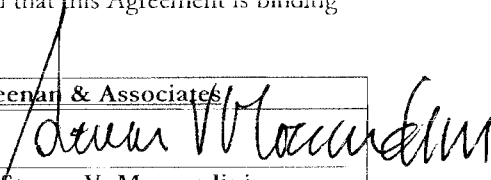
- D. No modifications or amendments to this Agreement shall be binding unless in writing and signed by authorized representatives from both parties. Any waiver or delay by a party in enforcing this Agreement shall not deprive that party of the right to take appropriate action at a later time or due to another breach. This Agreement shall be interpreted as if written jointly by the parties.
- E. Any provision determined by a court of competent jurisdiction to be partially or wholly invalid or unenforceable shall be severed from this Agreement and replaced by a valid and enforceable provision that most closely expresses the intention of the invalid or unenforceable provision. The severance of any such provision shall not affect the validity of the remaining provisions of this Agreement.
- F. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, power outages, failure of computer systems, machinery or supplies, vandalism, strikes, or other work interruptions or any similar or other cause beyond the reasonable control of either party. Each party shall make a good faith effort to perform under this Agreement in the event of any such circumstances, and shall resume full performance of its contract duties once the cause of the delay has abated.
- G. All payments and invoices are due and payable upon presentation by Keenan. In the event Client fails to pay any invoice within thirty days of presentation, Keenan shall be entitled to receive interest on such outstanding invoice from the date of presentation at the rate of (a) 1½ percent per month or (b) the maximum interest rate permitted by applicable law, whichever is lower.
- H. All notices hereunder shall be in writing and shall be sent to the parties at the addresses as set forth below, or to such other individual or address as a party may later designate. Notices shall be sent via personal delivery, courier service, United States mail (postage pre-paid, return receipt requested), express mail service, electronic mail, or fax. Notice shall be effective when delivered, or if refused, when delivery is attempted. Notices delivered during non-working hours shall be deemed to be effective as of the next business day.

If the notice relates to a legal matter or dispute, a copy shall be sent to:

Keenan and Associates  
2355 Crenshaw Blvd., Ste. 200  
Torrance, CA 90501  
Attn: Legal Department  
Fax: (310) 533-0573

- I. This Agreement may be executed in counterparts and by fax signatures.

J. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the necessary authority to bind such party and that this Agreement is binding on and enforceable against such party.

Santee School District		Keenan & Associates	
Signature:		Signature:	
By:	Karl Christensen	By:	Steven V. Moccardini
Title:	Asst. Superintendent	Title:	Vice President
Address:	9625 Cuyamaca Street	Address:	2355 Crenshaw Blvd., Ste. 200
	Santee, CA 92071		Torrance, CA 90501
Telephone:	(619) 258-2320	Telephone:	310 212-0363 ext. 2624
Fax:	(619) 258-2241	Fax:	310 212-0300
Attention:		Attention:	

**EXHIBIT A-1**  
**ADMINISTRATIVE SERVICES**

1. Keenan agrees to provide, during the term of this Agreement, the following administrative services:
  - A. Provide Client a tabulated Monthly Status Report on all active Run-Off Claims, indicating the open or closed status of each reported Claim assigned to Keenan, the details of each Run-Off Claim, the payments during the month and the reserve status.
  - B. If requested by Client, Keenan shall establish a trust account from which Run-Off Claims that are within the member retained limits are paid. If an account has already been established on the Client's behalf, Keenan shall continue to maintain the account upon renewal of services. Keenan will provide transaction registers of all such expenditures. The Client will maintain a balance adequate to pay bills and expenditures, on a monthly basis from the account and will reimburse said account promptly on a monthly basis in the amount the account is depleted, as outlined in the Agreement.
  - C. Provide for the payment of Run-Off Claims, according to the guidelines given by Client, to the extent that there are funds available in Client's trust account.

**EXHIBIT A-2**  
**ADJUSTMENT SERVICES**

1. Keenan agrees to provide, during the term of this Agreement, the following adjustment services on each Claim:
  - A. The maintenance of a file on each Run-Off Claim reported to Keenan.
  - B. Periodic review and adjustment of reserves on all open Run-Off Claims.
  - C. Whenever investigation results in a determination that Client sustained a liability to a third party, Keenan shall process any such Run-Off Claim for settlement in accordance with the Coverage and instructions and policies of Client presented to Keenan in writing.
  - D. Investigate, evaluate and adjust all Run-Off Claims by a covered party in accordance with the terms of the Coverage.
  - E. Notification of Client's primary and excess coverage providers of all Run-Off Claims, which exceed Client's retained limit and maintenance of liaison between the Coverage providers and the Client on matters affecting the adjustment of such Run-Off Claims and seek reimbursements for loss in excess of retention or deductible.
  - F. Pursue and direct subrogation/third-party recovery against any party responsible or partially responsible for loss incurred by Client, in accordance with the terms of the "Memorandum of Coverage" or "Insurance Policy" and, if a recovery is successful, the reimbursement of any amounts (net of subrogation effort expenses) shall be made in inverse order, to the extent of each party's disbursement: first to the reinsurer; then to the pool where the Client is a member and then to the Client.
  - G. Recommendation of rejection of Run-Off Claims when appropriate pursuant to relevant provisions of Title 1, Division 3.6, Part 3, Chapter 2, of the Government Code of the State of California.
  - H. Attempt to obtain Release Agreements on behalf of Client in connection with the settlement of Run-Off Claims.
  - I. Retain defense and coverage counsel in accordance with approved guidelines for the Coverage. Files referred to counsel will be sent with the appropriate instructions to advise counsel of the steps which are being authorized. All legal bills are to be reviewed for the nature of the work performed and reasonableness of the time charged.

**EXHIBIT A-3**  
**INVESTIGATIVE SERVICES**

1. Keenan agrees to provide, during the term of this Agreement, the following investigative services:
  - A. Receipt and examination of all reports of Run-Off Claims.
  - B. Initiate investigation through in-house review of Run-Off Claims, where the nature of the Claim warrants such investigation or when requested by Client; such investigation to include telephonic or written contact with claimant, witnesses, or employees of Client.
  - C. Provide a report to Client with the findings of such investigation and information regarding any potential for subrogation/third-party recovery.
  - D. Assignment to and monitoring of all experts, consultants and field investigators appropriate for the type of Claim presented.
2. Client shall make available to Keenan all employees of Client who are witnesses to an incident or accident or who have knowledge of the event or incident, which is the subject matter of a Run Off Claim. If possible, Client shall provide Keenan with photographs and engineering drawings or other descriptive material of all conditions of Client property which are alleged to be dangerous or that were damaged in the events which produced the Run Off Claim under investigation.

**EXHIBIT A-4**  
**ADDITIONAL INVESTIGATIVE SERVICES**

1. If necessary to determine probable liability/damage or deny coverage of a Claim and if a third-party recovery is pursued, Keenan shall conduct additional investigation of such Run-Off Claims, where the nature of the Claim warrants such investigation or when requested by Client as follows:
  - A. Additional Investigative Services shall include additional contact with claimant, witnesses, or employees of Client, and other additional investigative services, such as professional photography, laboratory services, property damage appraisals, taking statements from witnesses away from the premises of Keenan, on-site investigation, copying material and other records, trial preparation and professional engineering services including, but not limited to, map preparation, accident reconstruction, material analysis and premises evaluation (collectively, "Additional Investigative Services").
2. Keenan agrees to manage and monitor the activities of any such vendors involved in the potential recovery and to assist them in the provision of such services.
3. Client agrees to pay for the cost of Additional Investigative Services. The invoice for such services shall be due and payable upon presentation. Client acknowledges that Additional Investigative Services may be provided by independent third-party vendors or by employees or affiliates of Keenan; provided that the rates charged by Keenan employees or affiliates shall be at market rates.

**EXHIBIT B  
COMPENSATION**

1. Client agrees to pay Keenan fees calculated as follows:

A. For the period of July 1, 2011 – June 30, 2012:

V.P./A.V.P./Claims Manager -	\$ 90.00 per hour
Senior Claims Examiner -	\$ 85.00 per hour
Claims Examiner -	\$ 75.00 per hour
Expenses -	42% of hourly billings
Minimum per file charge	One hour

2. Invoices will be issued quarterly for fees for time and expense actually accrued, if any, and are due and payable upon receipt of the invoice.
3. Any balance not paid within thirty (30) days following the date on the invoice shall be deemed late. Interest on any late payment shall accrue as of the date of Keenan's original invoice at the rate of (a) 1½ percent per month, or (b) the maximum interest rate permitted by applicable law, whichever is lower. Keenan shall have the right to suspend its Services if any balance owed by Client is more than sixty (60) days late.



Consent Item E.3.1. Approval of Contract for Nonpublic, Nonsectarian School/Agency Services and Individual Services Agreement for Nonpublic, Nonsectarian School/Agency Services

Prepared by Kristin Baranski  
June 5, 2012

**BACKGROUND:**

Board approval is requested for a Master Contract with a nonsectarian school (NPS) for one special education student with special needs for the remainder of the 2011-12 school year. The student has moved from one NPS to another NPS. The terms of the master contract are as follows:

- The contract with Pioneer Day School is for tuition of \$116.67 per day. One Santee School District student will attend Pioneer Day School from 5/21/12 to 6/15/2012.

Board approval is also requested for one Individual Service Contract for placement of a special education student with special needs for 5/21/12 to 6/15/2012. The terms of this contract are as follows:

School/Agency	Number of Students	Duration of Service	Cost per day	Total Cost
Pioneer Day School	1 student	19 days 5/21/12–6/15/12	\$116.67	\$2,216.73

**RECOMMENDATION:**

Administration recommends approval of one Master Contract and one Individual Service Contract for one special education student requiring nonpublic, nonsectarian school/agency services.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

The change in schools for this one student represents a savings of \$4,265.07 to the general fund for the 2011-2012 school year.

Expenditures:

Pioneer Day School	\$2,216.73
Projected Total for 2011-12: (Includes Institute for Effective Education, Asetline School and San Diego Center for Neurological Development)	\$97,741.98

Income:

Per AB 602, with revenue limit income, the District will receive \$18,627.48 for nonpublic school expenditures based on 2010-11 expenditure/income rates. The total nonpublic school projected costs over and above revenue amounts for 2010-11 is \$79,114.50 from the general fund.

**STUDENT ACHIEVEMENT:**

Some students require alternative settings to support increased student learning success.

Consent Item E.3.2.

Approval of Extended Field Trip for Carlton Hills 7-8 Grade Students to H&M Landing in San Diego

Prepared by Kristin Baranski  
June 5, 2012

**BACKGROUND:**

Mr. Chris Stanley, junior high teacher at Carlton Hills School, requests Board approval to take approximately 71 seventh and eighth grade students on an extended field trip to H&M Landing in San Diego, California, on June 18, 2012. The trip will begin at 11:00 a.m. at Carlton Hills School. This fishing trip is a reward field trip for seventh and eighth grade honor roll students and an end of year activity. Students will travel by district bus, returning to school at approximately 6:30 p.m.

The extended travel request form is attached for review.

**RECOMMENDATION:**

Administration recommends approval of the extended field trips to H&M Landing in San Diego, California.

This recommendation supports the following District goal:

- Provide social, emotional and health service programs, integrated with community resources, to foster student character and personal well-being.

**FISCAL IMPACT:**

The \$15.00 cost of the trip to H&M Landing will be paid for by student donations and is supported by the "Friends of Rollo". ASB will provide funds for financial hardships.

**STUDENT ACHIEVEMENT IMPACT:**

The trip to H&M Landing is an incentive for students to maintain good scholarship and citizenship grades.

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

Agenda Item E.3.2.

# SANTEE SCHOOL DISTRICT

## EXTENDED FIELD TRIP REQUEST FORM

**SCHOOL SITE(S):** Carlton Hills School

**DATE:** May 29, 2012

**TEACHER(S):** Chris Stanley-teacher in charge

**GRADE(S):** 7/8

The sponsor of the organization desiring to take an extended trip will insure that the following requirements/stipulations are met and are presented to the principal in a timely manner:

**DESTINATION OF TRIP:** H&M Landing, San Diego, CA

**Itinerary:** Leave school at 11:00 a.m., arrive at H&M Landing by 11:30 p.m. Depart for return trip to school at 6:00 p.m., with an expected arrival to school by 6:30 p.m.

**Educational Objectives of the Trip:** Honor Roll reward fishing trip for Junior High. Also supported by "Friends of Rollo".

**Specific Dates:** June 18, 2012

**Mode of Travel:** District Bus

**Number of Student Participants:** Approx. 71

**Cost Per Student:** Approx. \$15.00

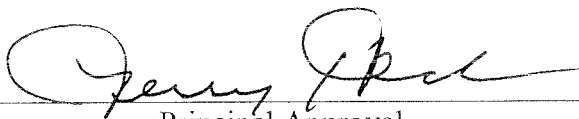
**Insurance Coverage:** District

**Supervision:** Junior High Teachers

**Number of Substitute Days Required:** None

**Money will be Raised or Provided to Cover Costs by:** Student donations/ASB

**Provisions for Financial Hardship Cases:** ASB

  
Principal Approval

  
Date

\_\_\_\_\_  
Director II, Educational Services

\_\_\_\_\_  
Board Approval Date

Consent Item E.4.2.

Approval of Medi-Cal Administrative Activities (MAA)  
Agreement with Orange County Department of Education

Prepared by Minnie Malin  
June 5, 2012

**BACKGROUND:**

This support services agreement for the Medi-Cal Administrative Activities (MAA) Program is renewable on an annual basis. The Orange County Department of Education serves as the local education consortium (LEC) agent for the southern region. The District is required to work with a LEC for the MAA program. The term for this agreement is July 1, 2012 through June 30, 2013.

**RECOMMENDATION:**

Administration recommends the Board of Education approve the agreement with the Orange County Department of Education for MAA program support services.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

A fee is charged equal to 5% per quarterly claim. The District received \$28,653 for the 2010-11 school year; and \$8,097 has been collected so far for the 2011-12 school year.

**STUDENT ACHIEVEMENT IMPACT:**

The MAA program revenues will be deposited into the general fund and will be used to support the instructional program as indicated.

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

Agenda Item E.4.2.

SANTEE SCHOOL DISTRICT  
MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)  
PARTICIPATION AGREEMENT

This AGREEMENT is hereby entered into this 8th day of May, 2012, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, Region 9 Local Educational Consortium (LEC), hereinafter referred to as SUPERINTENDENT, and the Santee School District, 9625 Cuyamaca Street, Santee, California 92071, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WITNESSETH:

WHEREAS, SUPERINTENDENT has entered into an Agreement with the California State Department of Health Care Services, hereinafter referred to as STATE, which is incorporated herein by this reference, to serve as the Local Educational Consortium (LEC) for the Region 9 in accordance with the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, SUPERINTENDENT has been designated by the STATE to represent school districts and county offices located in Region 9, hereinafter referred to as LEA (Local Education Agency) to administer Medi-Cal Administrative Activities (MAA) as described in the California Welfare and Institutions Code, Section 14132.47(c) (1); and

WHEREAS, the goal of the Medi-Cal Administrative Activities (MAA) Program is to improve the availability and

1 accessibility of Medi-Cal services to Medi-Cal eligible and  
2 potentially eligible individuals, and their families where  
3 appropriate, served by the SUPERINTENDENT and participating LEA'S;  
4 and

5 WHEREAS, DISTRICT is providing Medi-Cal Administrative  
6 Activities and wishes to participate in the Medi-Cal Administrative  
7 Activities Program.

8 NOW, THEREFORE, the Parties hereby agree as follows:

9 1.0 TERM. The term of this AGREEMENT shall be for a period of one  
10 (1) year commencing on July 1, 2012, and ending on June 30, 2013,  
11 subject to termination as set forth in this AGREEMENT.

12 2.0 RESPONSIBILITIES OF SUPERINTENDENT .

- 13 a. Certify to the STATE the amount of DISTRICT'S general  
14 funds or any other funds allowed under federal law and  
15 regulation expended on the allowable "Program  
16 activities".
- 17 b. Certify to the STATE the availability and expenditure of  
18 one hundred percent (100%) of the non-federal cost of  
19 performing Program activities.
- 20 c. Certify to the STATE that DISTRICT expenditures  
21 represent costs that are eligible for federal financial  
22 participation for that fiscal year.
- 23 d. Act as liaison between STATE and DISTRICT.
- 24 e. Represent DISTRICT'S issues, concerns, and questions at  
25 scheduled statewide LEC Committee meetings and MAA  
Program work groups.

- 1 f. As mandated by STATE, attend STATE trainings.
- 2 g. Conduct Region 9 LEC DISTRICT MAA Coordinator meetings  
3 and trainings.
- 4 h. On behalf of STATE, provide STATE approved training  
5 materials and updates to DISTRICT.
- 6 i. On behalf of STATE, provide Program technical  
7 assistance.
- 8 j. Review time survey trainings conducted by or for the  
9 DISTRICT.
- 10 k. Review DISTRICT'S quarterly time survey forms for  
11 accuracy and completeness and request corrections if  
12 necessary.
- 13 l. Review DISTRICT'S quarterly invoice documents for  
14 accuracy and completeness and request corrections if  
15 necessary.
- 16 m. Review corrected documents for compliance with rules and  
17 regulations related to time surveys and fiscal reports;  
18 work with DISTRICT to resolve any outstanding matters  
19 that prevent SUPERINTENDENT'S certification of claim.
- 20 n. Provide DISTRICT with statewide Local Educational  
21 Consortium (LEC) Committee MAA LEA Appeals Process  
22 information upon request.
- 23 o. Review and submit the detailed quarterly invoice with  
24 Claiming Unit Functions Grid to the STATE on behalf of  
25 the DISTRICT and convey to the DISTRICT by warrant all  
funds received on behalf of DISTRICT from the STATE less



1 any amount due the SUPERINTENDENT as defined in Section  
2 5.0 of this AGREEMENT. No funds will be conveyed to  
3 DISTRICT for invoices that have been disallowed by the  
4 STATE.

- 5 p. Monitor compliance of DISTRICT with all Federal, State,  
6 and SUPERINTENDENT'S PROGRAM requirements.  
7 q. Review DISTRICT'S Operational Plan Audit/File at least  
8 once every three (3) years.  
9 r. Designate an employee to act as liaison to DISTRICT  
10 regarding issues relating to this AGREEMENT.

11 3.0 RESPONSIBILITIES OF DISTRICT.

- 12 a. Assess MAA claiming potential within the DISTRICT and  
13 determine which staff will participate in the time  
14 survey and what direct charges, if applicable, will be  
15 claimed.  
16 b. Certify to the SUPERINTENDENT and STATE the amount of  
17 DISTRICT'S general funds or any other funds allowed  
18 under Federal law and regulations expended on the  
19 allowable "Program activities".  
20 c. Comply fully with all Title XIX Federal, State, and  
21 SUPERINTENDENT'S Program requirements.  
22 d. Certify to SUPERINTENDENT and STATE the availability and  
23 expenditure, from allowable non-federal funding sources,  
24 of one hundred percent (100%) of the cost of performing  
25 Program activities.

- 1 e. Certify to SUPERINTENDENT and STATE expenditures  
2 represent costs that are eligible for federal financial  
3 participation for that fiscal year.
- 4 f. If subcontracting for Program coordination and training,  
5 provide SUPERINTENDENT with a copy of the DISTRICT'S  
6 contract with vendor.
- 7 g. Ensure that DISTRICT'S designated MAA Coordinator  
8 attends quarterly Region 9 LEC MAA Coordinators  
9 trainings and meetings.
- 10 h. Adhere to timelines established by the STATE and  
11 SUPERINTENDENT for completion of Program documentation  
12 (e.g., Program invoices, time surveys, reports, etc.).  
13 Respond in a timely manner to all STATE and  
14 SUPERINTENDENT requests for information and  
15 documentation.
- 16 i. Respond to SUPERINTENDENT reviews with information and  
17 corrected documents upon request.
- 18 j. Work with SUPERINTENDENT to resolve any outstanding  
19 matters.
- 20 k. Appeal SUPERINTENDENT decision through the statewide  
21 Local Educational Consortium (LEC) Committee MAA LEA  
22 Appeals Process if necessary.
- 23 l. Conduct time survey trainings for all DISTRICT survey  
24 participants.
- 25 m. Complete time studies, as required by the Centers for  
Medicare and Medicaid Services (CMS), to determine the

1 amount of paid time spent on Program claimable  
2 activities.

3 n. Ensure that MAA Time Survey forms are properly  
4 administered according to Federal, STATE, and  
5 SUPERINTENDENT requirements.

6 o. Ensure that Time Surveys needing correction are  
7 corrected prior to inclusion in the MAA quarterly  
8 invoice.

9 p. Provide SUPERINTENDENT with copies of completed  
10 quarterly Time Survey forms upon request.

11 q. Develop and maintain an Operational Plan/Audit File to  
12 include at a minimum the following:

- 13 • Training materials and original attendance  
14 sheets
- 15 • Original Time Survey forms and other Time  
16 Survey documentation, including validation of  
17 time survey participant attendance for the time  
18 survey period
- 19 • Time certification and supporting documentation  
20 for direct charge staff
- 21 • Claiming Unit Functions Grids
- 22 • Position Descriptions/Duty Statements
- 23 • Medi-Cal Percentage documentation
- 24 • Invoice documents and supporting documentation
- 25 • Contracts/MOU
- Organizational Charts
- School Calendar
- Resource Directories and outreach materials
- Program review documentation

26 r. Prepare and certify school-based MAA Invoices and  
27 Claiming Unit Functions Grids in conformance with STATE  
28 requirements.

- 1 s. Submit quarterly claim to SUPERINTENDENT within twelve  
2 (12) months following the end of the quarter.
- 3 t. Provide SUPERINTENDENT with copies of MAA invoice  
4 supporting documentation upon request.
- 5 u. Maintain Program claim documentation for a period of not  
6 less than three (3) years after the quarterly invoice  
7 payment is received. If an audit is in progress, all  
8 records relevant to the audit shall be retained until  
9 completion of the audit or final resolution, whichever  
10 is later. Such documentation shall be subject, at all  
11 reasonable times, to inspection and/or audit by the CMS  
12 or other Federal agencies, STATE, and/or SUPERINTENDENT.
- 13 v. In the event an Invoice/Claiming Unit Functions Grid is  
14 revised or is disallowed by STATE, agree to reimburse  
15 SUPERINTENDENT within thirty (30) days of receipt of an  
16 invoice from SUPERINTENDENT evidencing SUPERINTENDENT'S  
17 payment to the STATE for DISTRICT'S revised or  
18 disallowed Invoice/Claiming Unit Functions Grid.
- 19 w. Ensure no duplicative billings.
- 20 x. Hold SUPERINTENDENT harmless from any federal  
21 disallowance of MAA claim payments made to DISTRICT by  
22 the STATE.
- 23 y. Designate an employee to act as a liaison with  
24 SUPERINTENDENT to provide DISTRICT specific information  
25 relative to MAA Program administration and fiscal  
issues.

1 z. Complete and return with the fully executed AGREEMENT,  
2 SUPERINTENDENT'S Medi-Cal Administrative Activities  
3 (MAA) District Information 2012/2013 form, Appendix "A",  
4 attached hereto and incorporated by reference herein.

5 4.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of  
6 DISTRICT'S responsibilities outlined in Section 3.0 of this  
7 AGREEMENT and after SUPERINTENDENT has received reimbursement from  
8 the STATE for DISTRICT'S quarterly MAA claim(s), SUPERINTENDENT  
9 shall convey to DISTRICT by warrant, all funds received on behalf of  
10 DISTRICT from the STATE less any amount due the SUPERINTENDENT and  
11 STATE as determined in Section 5.0 below. No funds will be conveyed  
12 to DISTRICT for invoices that have been revised or disallowed by the  
13 STATE. Payment to DISTRICT shall be made within forty-five (45)  
14 days of receipt and reconciliation of STATE funds by SUPERINTENDENT.

15 5.0 FEE SCHEDULE.

16 A. Annual STATE Participation Fee. SUPERINTENDENT will be  
17 responsible for DISTRICT share of the STATE Participation Fee, which  
18 is based on the STATE'S cost for administering the MAA claiming  
19 process. In the event that the STATE costs for the 2012/2013 fiscal  
20 year exceed the amount of the STATE costs contracted with  
21 SUPERINTENDENT for the 2011/2012 fiscal year, SUPERINTENDENT will  
22 reduce DISTRICT'S quarterly MAA claim reimbursement for DISTRICT'S  
23 share of the STATE Participation Fee increase.

24 B. SUPERINTENDENT'S Administrative Support Fees. After  
25 SUPERINTENDENT has received reimbursement from the STATE for  
DISTRICT'S quarterly MAA claim(s), SUPERINTENDENT will transfer to

1 DISTRICT an amount equal to the Federal share of cost received as  
2 reimbursement for DISTRICT'S MAA claim submitted by DISTRICT, less a  
3 four and a half percent (4 1/2%) fee per quarterly claim which will  
4 be used to support SUPERINTENDENT'S MAA administration.

5 C. The obligations of SUPERINTENDENT and DISTRICT under this  
6 AGREEMENT are contingent upon the availability of funds furnished by  
7 the United States Government. In the event that such funding is  
8 terminated or reduced, this AGREEMENT may be terminated, and  
9 SUPERINTENDENT'S and DISTRICT'S fiscal obligations hereunder shall  
10 be limited to a pro rated amount of funding actually received by the  
11 SUPERINTENDENT and DISTRICT from the STATE under the AGREEMENT.  
12 SUPERINTENDENT shall provide DISTRICT written notification of such  
13 termination. Notice shall be deemed given when received by the  
14 DISTRICT or no later than three (3) days after the day of mailing,  
15 whichever is sooner.

16 6.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of  
17 this AGREEMENT, shall be and act as an independent contractor.  
18 SUPERINTENDENT understands and agrees that he/she and all of his/her  
19 employees shall not be considered officers, employees or agents of  
20 the DISTRICT, and are not entitled to benefits of any kind or nature  
21 normally provided employees of the DISTRICT and/or to which  
22 DISTRICT'S employees are normally entitled, including, but not  
23 limited to, State Unemployment Compensation or Workers'  
24 Compensation. SUPERINTENDENT assumes full responsibility for the  
25 acts and/or omissions of his/her employees or agents as they relate  
to the services to be provided under this AGREEMENT. SUPERINTENDENT

1 shall assume full responsibility for payment of all federal, state  
2 and local taxes or contributions, including unemployment insurance,  
3 social security and income taxes with respect to SUPERINTENDENT'S  
4 employees.

5 7.0 DUTY TO PROVIDE FIT WORKERS. SUPERINTENDENT shall at all times  
6 enforce appropriate discipline and good order among its employees  
7 and shall not knowingly employ any unfit person or anyone not  
8 skilled in providing the services required under this AGREEMENT.  
9 Any person in the employ of the SUPERINTENDENT who in DISTRICT'S  
10 opinion, is incompetent, unfit, intemperate, troublesome or  
11 otherwise undesirable shall be excluded from providing services  
12 under this AGREEMENT and shall not again provide services except  
13 with written consent of DISTRICT.

14 8.0 COPYRIGHT.

15 A. DISTRICT understands and agrees that all forms, plans, and  
16 related instructional materials developed by SUPERINTENDENT or  
17 DISTRICT under this AGREEMENT shall become the exclusive property of  
18 Department of Health Care Services. The Department of Health Care  
19 Services shall have all right, title and interest in said matters,  
20 including the right to secure and maintain the copyright, trademark  
21 and/or patent all forms and related instructional materials  
22 developed under this AGREEMENT.

23 9.0 HOLD HARMLESS.

24 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold  
25 harmless DISTRICT, its Governing Board, and its officers, agents,  
and employees from liability and claims of liability for bodily

1 injury, personal injury, sickness, disease, or death of any person  
2 or persons, or damage to any property, real, personal, tangible or  
3 intangible, arising out of the negligent acts or omissions of  
4 employees, agents or officers of SUPERINTENDENT or the Orange County  
Board of Education during the term of this AGREEMENT.

5 B. DISTRICT hereby agrees to indemnify, defend, and hold  
6 harmless SUPERINTENDENT, the Orange County Board of Education, and  
7 its officers, agents, and employees from liability and claims of  
8 liability for bodily injury, personal injury, sickness, disease, or  
9 death of any person or persons, or damage to any property, real,  
10 personal, tangible or intangible, arising out of the negligent acts  
11 or omissions of employees, agents or officers of DISTRICT during the  
12 term of this AGREEMENT.

13 10.0 CONFIDENTIALITY.

14 A. SUPERINTENDENT and DISTRICT shall maintain confidentiality  
15 of their respective records and information, governing the  
16 confidentiality of client or student information for Medi-Cal  
17 clients served under this AGREEMENT. Applicable laws include, but  
18 are not limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section  
19 431.300, Welfare and Institutions Code, Section 14100.2 and 22  
20 California Code of Regulations Section 51009 and all applicable  
21 federal and/or state laws or regulations as each may now exist or be  
22 hereafter amended. The confidentiality obligations contained in  
23 this section shall survive termination of this AGREEMENT.

24 B. DISTRICT understands and agrees to take all reasonable  
25 steps to avoid unauthorized disclosure of any of SUPERINTENDENT'S



1 agents' proprietary data provided for purposes of this AGREEMENT  
2 hereinafter defined as; data file specifications, related  
3 instructions, management reports, training materials, plans or other  
4 information relating to the performance of SUPERINTENDENT'S agents  
5 services hereunder, disclosed by SUPERINTENDENT to DISTRICT pursuant  
6 to this AGREEMENT. DISTRICT shall not during or after the term of  
7 this AGREEMENT, permit the copying, duplication, or use of any of  
8 SUPERINTENDENT'S agents' proprietary data by or to any person other  
9 than authorized employees, agents or representatives of DISTRICT.

10 11.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort  
11 to assure that the information supplied to SUPERINTENDENT hereunder  
12 shall be true, complete, and accurate in all respects. DISTRICT  
13 shall assume sole responsibility for the truth, completeness and  
14 accuracy of all information supplied to SUPERINTENDENT and agrees  
15 that SUPERINTENDENT shall have no responsibility or liability for  
16 the truth, completeness or accuracy of any information submitted by  
17 DISTRICT hereunder.

18 12.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable  
19 for damages or losses to DISTRICT employees, agents, independent  
20 contractors or students relating to lost medical services or lost  
21 data under this AGREEMENT. SUPERINTENDENT shall not be liable for  
22 any sums DISTRICT does not obtain in reimbursement from the STATE,  
23 or for any incidental, indirect, special or consequential damages to  
24 DISTRICT arising from the denial of any request for reimbursement  
25 from the STATE.

1 13.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this  
2 AGREEMENT shall not be assigned by the DISTRICT without prior  
3 written approval of SUPERINTENDENT.

4 14.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed hercin  
5 must meet the approval of the DISTRICT and shall be subject to the  
6 DISTRICT'S general right of inspection to secure the satisfactory  
7 completion thereof. SUPERINTENDENT and DISTRICT agree to comply  
8 with all federal, state and local laws, rules, regulations and  
9 ordinances that are now or may in the future become applicable to  
10 SUPERINTENDENT or DISTRICT'S, equipment and personnel engaged in  
11 operations covered by this AGREEMENT or accruing out of the  
12 performance of such operations.

13 15.0 NON-DISCRIMINATION. In the performance of this AGREEMENT,  
14 SUPERINTENDENT and DISTRICT agree that they shall not engage nor  
15 employ any unlawful discriminatory practices in employment of  
16 personnel or in any other respect on the basis of sex, race, color,  
17 ethnicity, national origin, ancestry, religion, age, marital status,  
18 medical condition, sexual orientation, physical or mental disability  
19 or any other protected group in accordance with the requirements of  
20 all applicable Federal or State law.

21 16.0 TOBACCO USE POLICY. In the interest of public health,  
22 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
23 use of any tobacco products are prohibited in buildings and  
24 vehicles, and on any property owned, leased or contracted for by the  
25 SUPERINTENDENT pursuant to SUPERINTENDENT' Policy 400.15. Failure

1 to abide with conditions of this policy could result in the  
2 termination of this AGREEMENT.

3 17.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with  
4 or without cause, terminate this AGREEMENT with the giving of thirty  
5 (30) days prior written notice to the other party.

6 18.0 NOTICE. All notices or demands to be given under this  
7 AGREEMENT by either party to the other shall be in writing and given  
8 either by: (a) personal service or (b) by U.S. Mail, mailed either  
9 by registered or certified mail, return receipt requested, with  
10 postage prepaid. Service shall be considered given when received if  
11 personally served or if mailed on the third day after deposit in any  
12 U.S. Post Office. The address to which notices or demands may be  
13 given by either party may be changed by written notice given in  
14 accordance with the notice provisions of this section. As of the  
15 date of this AGREEMENT, the addresses of the parties are as follows:

16 DISTRICT: Santee School District  
17 9625 Cuyamaca Street  
Santee, California 92071  
Attn: \_\_\_\_\_

18 SUPERINTENDENT: Orange County Superintendent of Schools  
19 200 Kalmus Drive  
P.O. Box 9050  
20 Costa Mesa, California 92628-9050  
Attn: Patricia McCaughey

21 19.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek  
22 redress for violation of, or to insist upon, the strict performance  
23 of any term or condition of this AGREEMENT shall not be deemed a  
24 waiver by that party of such term or condition, or prevent a  
25 subsequent similar act from again constituting a violation of such  
term or condition.

1 20.0 SEVERABILITY. If any term, condition or provision of this  
2 AGREEMENT is held by a court of competent jurisdiction to be  
3 invalid, void, or unenforceable, the remaining provisions will  
4 nevertheless continue in full force and effect, and shall not be  
5 affected, impaired or invalidated in any way.

6 21.0 GOVERNING LAW. The terms and conditions of this AGREEMENT  
7 shall be governed by the laws of the State of California with venue  
8 in Orange County, California.

9 22.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
10 attached hereto constitute the entire agreement among the Parties to  
11 it and supercedes any prior or contemporaneous understanding or  
12 agreement with respect to the services contemplated, and may be  
13 amended only by a written amendment executed by both Parties to the  
14 AGREEMENT.

15 IN WITNESS WHEREOF, the Parties hereto set their hands.

16 DISTRICT: SANTEE SCHOOL  
17 DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

18 BY: *Minnie Ablio*  
19 Authorized Signature

BY: *Patricia McCaughey*  
Authorized Signature

20 PRINTED NAME: Minnie Ablio

PRINTED NAME: Patricia McCaughey

21 TITLE: Assistant Superintendent

TITLE: Coordinator

22 DATE: 5-10-12

DATE: May 8, 2012

23 FEDERAL IDENTIFICATION NUMBER

24 SanteeSD-MAA(38157)13  
25 Zip9



**MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)  
 DISTRICT INFORMATION  
 2012-2013**

**1. DISTRICT/SCHOOL**

\_\_\_\_\_  
*District/School Name* *County*

Claiming Unit: \_\_\_\_\_  
*If different than name above.*

**2. DISTRICT MAA COORDINATOR**

\_\_\_\_\_  
*Name* *District Job Title*

\_\_\_\_\_  
*Street Address* *City, State, Zip*

\_\_\_\_\_  
*Mailing Address* *City, State, Zip*

\_\_\_\_\_  
*Phone (please include extension)* *Fax* *Email*

**3. SUPERVISOR OF DISTRICT MAA COORDINATOR**

\_\_\_\_\_  
*Name* *District Job Title*

\_\_\_\_\_  
*Phone (please include extension)* *Fax* *Email*

Check box for this person to be included in communications.

**4. (a) ALTERNATE DISTRICT CONTACT – MAA COORDINATOR DESIGNEE**

\_\_\_\_\_  
*Name* *District Job Title*

\_\_\_\_\_  
*Phone (please include extension)* *Fax* *Email*

Check box for this person to be included in communications.

**5. (b) ALTERNATE DISTRICT CONTACT – FISCAL DESIGNEE**

\_\_\_\_\_  
*Name* *District Job Title*

\_\_\_\_\_  
*Phone (please include extension)* *Fax* *Email*

Check box for this person to be included in communications.

MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)  
DISTRICT INFORMATION  
2012-2013

Appendix A

6. DATES MAA COORDINATOR WILL NOT BE AVAILABLE DURING THE SUMMER

June 2012: \_\_\_\_\_ July 2012: \_\_\_\_\_  
August 2012: \_\_\_\_\_ September 2012: \_\_\_\_\_

\_\_\_\_\_  
*Name of Alternate District Contact during summer (June-September, 2012)*

\_\_\_\_\_  
*Phone*

\_\_\_\_\_  
*Email*

7. FIRST STUDENT ATTENDANCE DATE(S) \_\_\_\_\_, 2012 \_\_\_\_\_, 2012

8. STUDENT ATTENDANCE BREAKS Winter: \_\_\_\_\_ to \_\_\_\_\_, 2013

Spring: \_\_\_\_\_ to \_\_\_\_\_, 2013

9. MAA COORDINATION & TRAINING SUBCONTRACTOR/VENDOR

\_\_\_\_\_  
*Company Name*

\_\_\_\_\_  
*Contact*

\_\_\_\_\_  
*Contact Job Title*

\_\_\_\_\_  
*Mailing Address*

\_\_\_\_\_  
*City, State, Zip*

\_\_\_\_\_  
*Phone*

\_\_\_\_\_  
*Fax*

\_\_\_\_\_  
*Email*

\_\_\_\_\_  
PRINTED NAME OF PERSON FILLING OUT FORM

\_\_\_\_\_  
JOB CLASSIFICATION TITLE

\_\_\_\_\_  
DATE

**BACKGROUND:**

Recently, a student's behavioral outbursts in a moderate severe SDC program at Carlton Hills have increased in frequency and intensity causing disruption in the classroom. At this time, administration is requesting to hire a short-term Instructional Assistant, Special Education II position for additional support through the end of the 2011-2012 school year.

Due to the restructuring of nine (9) teachers at Pepper Drive School, administration recommends employment of four (4) short-term mover positions for a one (1) day period between June 26 and June 30, 2012. In addition, re-carpeting projects at several sites will be performed over the summer. For this purpose, administration recommends employment of two (2) short-term mover positions for a five (5) day period between July 1 and August 27, 2012.

Special projects limited to summer months when schools are closed require additional support to complete. Therefore, administration recommends hiring two (2) short-term Grounds Maintenance Worker I positions for the month of July 2012.

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:**

Administration recommends approving the employment of the following short term employment opportunities:

- One (1) 6.0 hour Instructional Assistant, Special Ed II position at Carlton Hills School as needed from June 6, 2012 – June 26, 2012.
- Four (4) 8.0 hour mover positions at Pepper Drive School as needed for one (1) day between June 26, 2012 – June 30, 2012.
- Two (2) 8.0 hour mover positions for carpet projects as needed for five (5) days between July 1, 2012 – August 27, 2012.
- Two (2) 8.0 hour Grounds Maintenance Worker I positions for special projects as needed between July 1, 2012 – July 31, 2012.

**FISCAL IMPACT:**

The cost to employ the short term positions will be approximately \$9,000 to be paid from the Unrestricted General Fund.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item E.4.3.



Consent Item E.4.4. Approval to Renew Annual Agreement and Rate Structure  
with Fagen, Friedman & Fulfroast

Prepared by Minnie Malin  
June 5, 2012

**BACKGROUND:**

Fagen, Friedman & Fulfroast has provided Santee School District with excellent legal and consultant services related to general personnel and legal services with regard to labor relations and collective bargaining issues and litigation since receiving Board approval on January 20, 2009. Other services include but not limited to: legal response to complaints and grievances; issues pertaining to interpretation of the Education and Government Codes and Federal statues; and interpret proposed and adopted legislation.

At this time, the law firm has notified the District that there will not be a change to the current rate structure.

**RECOMMENDATION:**

It is recommended that the Board of Education approve to the annual agreement and current rate structure with Fagen, Friedman & Fulfroast for personnel attorney services effective July 1, 2012.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

The annual District adopted budget includes an amount not to exceed \$45,000 to provide attorney services.

**STUDENT ACHIEVEMENT IMPACT:**

Attorney services provide support to administration when making personnel decisions. This allows administration to make decisions in relation to what is best for all students. A well trained staff can impact student achievement in a positive manner.

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

Agenda Item E.4.4.



## **AGREEMENT FOR LEGAL SERVICES**

This agreement is by and between Santee School District (“Client”) and the law firm of Fagen Friedman & Fulfroost LLP (“Attorney”). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2012 through June 30, 2013:

- 1. CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.
- 2. SCOPE OF SERVICES.** Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries.
- 3. CLIENT’S DUTIES.** Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client’s attention, to abide by this Agreement, to pay Attorney’s bills on time and to keep Attorney advised of Client’s address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.
- 4. CONSULTANT SERVICES.** Attorney may provide consulting services in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney Communication Services and Education Consultants. These services are intended to support Client with communications work or educational consultant services related to labor and employment matters, special education and student matters, high-profile litigation and settlement agreements, in addition to employee, community, inter-governmental and media relations.
- 5. LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney’s prevailing rates for all time spent on Client’s matter by Attorney’s legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney’s number of years of experience.

The rates on this schedule are subject to change on 30 days’ written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client’s matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client’s matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

**6. COSTS AND OTHER CHARGES.** (a) In general, Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include fees fixed by law or assessed by public agencies, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses and consultants' fees and other similar items. Except for in-office photocopying, facsimile charges and mileage, all costs and expenses will be charged at Firm's cost.

In office Photocopying	\$0.25/page
Facsimile Charges	\$1.00/page
Mileage	IRS Standard Rate
Postage	Actual Cost

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

**7. BILLING STATEMENTS.** Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

**8. DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Attorney will, upon Client's request, deliver Client's file(s) and property in Attorney's possession, whether or not Client has paid for all services. Attorney shall transition all outstanding legal work and services to others as Client shall direct.

**9. DISCLAIMER OF GUARANTEE AND ESTIMATES.** Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

**10. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

**11. MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

**12. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

**13. MEDIATION CLAUSE.** If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

**14. EFFECTIVE DATE.** This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

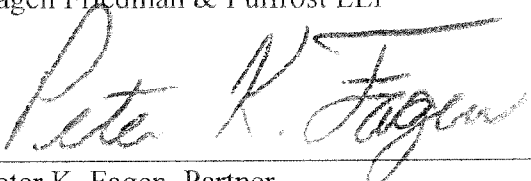
THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Santee School District

Fagen Friedman & Fulfrost LLP

\_\_\_\_\_  
Dr. Patrick Shaw, Superintendent

  
\_\_\_\_\_  
Peter K. Fagen, Partner

DATE: \_\_\_\_\_

DATE: 5/18/2012



**PROFESSIONAL RATE SCHEDULE**

Santee School District  
*(Effective July 1, 2012 through June 30, 2013)*

1. **HOURLY PROFESSIONAL RATES**

Client agrees to pay Attorney by the following standard hourly rate:

Associate	\$ 175 - \$ 190 per hour
Partner	\$ 210 - \$ 230 per hour
Of-Counsel	\$ 215 - \$ 235 per hour
Paralegal/Law Clerk	\$ 110 - \$ 130 per hour
Education Consultant	\$ 145 - \$ 195 per hour
Communication Services Consultant	\$ 145 - \$ 195 per hour

Travel time shall be charged only from the attorney's nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If Client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

2. **ON-SITE LEGAL SERVICES**

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. **Office Hours for Client consists of eight (8) hours at the Client's administrative offices and travel to and from Client.** Office Hours shall be provided at a reduced daily rate. The rate for Office Hours shall be, and the client agrees to pay Attorney, as follows:

Associate	\$1,710 (discounted from \$1,900)
Partner	\$2,070 (discounted from \$2,300)

3. **COSTS AND EXPENSES**

In-office Photocopying	\$0.25 per page
Facsimile	\$1.00 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

DISCUSSION AND/OR ACTION ITEMS Item F.

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

Agenda Item F

**BACKGROUND:**

On May 14, 2012, the Governor issued his May Revision proposal for the 2012-13 State Budget. Below are some key highlights of that proposal affecting public education:

- **Deficit:** Projected two year State deficit has grown from 9.2 billion in January to \$15.7 billion due to the following factors:
  - Over-estimation of revenue = +\$4.3 billion
  - Proposition 98 increases = +\$1.2 billion
  - Lower property tax revenue causing higher State Aid = +\$1.2 billion
  - Federal Government and courts block certain budget cuts = +\$1.7 billion
  - Lower expenditures due to lower than expected caseloads = -\$1.9 billion
  - Total change to deficit = +\$6.5 billion
- **Proposition 98:** Amount increases from \$47 billion in 2011-12 to \$53.7 billion in 2012-13 but additional manipulations result in no additional revenue for K-12 education above 2010-11 level:
  - \$2.9 billion increase attributable to passage of Governor's tax initiative
  - Manipulation Methods used currently and in the past:
    - Shift state revenues between fiscal years
    - Shift property taxes among local agencies and schools
    - Move state General Fund revenues to special funds
    - Move education programs into and out of Proposition 98
    - Delay paying funds owed to schools from prior-year adjustments
    - Use prior-year funds owed to reduced current-year Proposition 98 spending
  - "Adjustments" proposed for 2012-13:
    - \$2.2 billion to reduce interyear deferrals from \$9.5 billion to \$7.3 billion
    - \$2.1 billion to pay previous year new deferral
    - \$2.4 billion for restoring Transportation cut, funding the Weighted Student Formula, paying for Quality Education Investment Act (not previously in Prop 98 formula), and other baseline adjustments such as for gas tax swap, mental health services, and childcare
- **Weighted Student Formula:** 7 year phase-in of new funding model to replace existing Revenue Limit and multiple Categorical Program funding model:
  - Includes Revenue Limit and most Categoricals with add-ons for Transportation and TIIG (Targeted Instructional Improvement Grant)

- Base Grant with grade level spans:
  - K-3 = \$5,466
  - 4-6 = \$4,934
  - 7-8 = \$5,081
  - 9-12 = \$5,887
- Supplemental grant of 20% of base grant for unduplicated count of English Learner and Free/Reduced meal students
- Concentration grant for percentage of English Learner and Free/Reduced meal students over 50% of enrollment
- Phase in starts with 5% in 2012-13, then 10%, 20%, 40%, 50%, 60%, 80%, and finally 100% in 2019-20 but only if following 3 criteria met:
  - Revenue targets met
  - Accountability revisions made
  - Revenue Limit deficit factor completely eliminated
- “Hold harmless” for flat funding by school district for one year with possibility of additional funding for natural growth of Proposition 98
- Implementation contingent upon passage of Governor’s tax initiative in November
- **Ballot Initiatives:**
  - “Flat funding” for K-12 education contingent on passage of Governor’s tax initiative in November:
    - ¼% increase to sales tax from January 2013 through December 2016
    - Personal income tax increase for top income levels from January 2012 through December 2018 :
      - 2% for single filers over \$300,000
      - 3% for single filers over \$500,000
    - Raises \$6.8 billion (LAO estimate) to \$9 billion (DOF estimate) in 2012-13 and \$5.4 billion (LAO estimate) to \$7.6 billion (DOF estimate) through 2016
    - Only natural increase in Proposition 98 portion of new revenue goes to K-14 education (\$2.9 billion) and only to hold funding flat
    - If initiative fails, \$6.1 billion in cuts “automatically triggered”, of which \$5.5 billion taken from Proposition 98:
      - Programs shifted to Prop 98:
        - \$2.4 billion for debt service on State bonds
        - \$200 million for Early Start program
      - \$2.5 billion to reverse deferral buy-back
      - \$3 billion revenue limit cut = \$441/ADA



- Molly Munger education initiative also likely to be on the ballot:
  - Raises approximately \$10 billion annually for schools outside the Proposition 98 formula through personal income tax rate increase for all but the lowest tax bracket for 12 years:
    - \$3 billion goes to pay State debt service in first 4 years
    - Remainder to K-12 education (60% in Years 1-4, 85% in Years 5-12) and early childhood programs (10% in Years 1-4, 15% in Years 5-12)

Administration will provide a report on the May Revise, proposed ballot initiatives, and the effect on the District's budget for 2012-13 and the Multi-Year Projection.

**RECOMMENDATION:**

This is an information only item. Any action taken is at the discretion of the Board of Education.

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 preliminary estimates indicate that the District would face a \$3.4 million deficit in 2012-13, growing to \$4.4 million in 2013-14 and \$5.9 million in 2014-15 absent other action. However, these numbers are still being refined in preparation for adoption of the District's budget for 2012-13 and an update will be provided at the Board meeting.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item F.1.1.
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Discussion and/or Action Item F.1.2. Approval of Monthly Financial Report  
Prepared by Karl Christensen  
June 5, 2012

**BACKGROUND:**

Administration has prepared the accompanying Monthly Financial Report covering the period April 1, 2012 through April 30, 2012 for the Board of Education’s review and comments. The statements are prepared on a cash and modified accrual basis and include the District’s revenue, expenditure, and cash activities.

**RECOMMENDATION:**

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

This recommendation supports the following District goal:

- 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 \$1,407,468; cash receipts of \$9,440,935; and disbursements of \$4,638,430 are reflected for the period of April 1, through April 30, 2012, resulting in an ending cash balance of \$6,209,974 as of April 30, 2012.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion		Second:		Vote		Agenda Item F.1.2.
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# MONTHLY FINANCIAL REPORT - APRIL

1

## CASH REPORT FOR APRIL

		Actual	Projected
Beginning Cash Balance as of March 31, 2012		\$1,407,468	\$1,331,986
<b>INCOME</b>			
A. Revenue Limit Sources			
State Aid	\$ 1,301,412		
Property Taxes	2,596,456		
		3,897,868	
B. Federal Income			
Federal Funding	39,836		
		39,836	
C. State Income			
Unres. State Funding	372,640		
Lottery	256,311		
EIA	69,384		
HTS Transportation	49,582		
Spec Ed Transportation	27,149		
		775,066	
D. Local Income			
Other Local Income	234,342		
Spec ED	72,903		
Interest	5,273		
		312,518	
E. Due to/Due from other funds		-	
F. Debt Proceeds		4,415,647	
<b>TOTAL INCOME</b>		<b>\$9,440,935</b>	<b>\$4,883,714</b>
Beginning Balance Plus Income		\$10,848,404	\$6,215,700
<b>DISBURSEMENTS</b>			
G. Commercial Warrants	\$ 249,691		
H. Payroll Warrants	2,868,230		
I. Statutory Employee Benefits	574,293		
J. Health & Welfare	214,478		
K. Other Outgo	731,738		
L. Interfund Borrowing Out	0		
<b>TOTAL DISBURSEMENTS</b>		<b>\$4,638,430</b>	<b>\$4,747,042</b>
Ending Cash Balance as of April 30, 2012		\$6,209,974	\$1,468,658





## Budget Revisions Through April 30, 2012 2011-12 Revised Budget

	<u>Unrestricted</u>	<u>Restricted</u>	<u>Total</u>
Beginning Fund Balance	10,121,507	245,571	10,367,078
Estimated Income	34,094,526	11,873,692	45,968,218
Estimated Expenditures	<u>36,357,953</u>	<u>11,896,839</u>	<u>48,254,792</u>
Change in Fund Balance	(2,263,427)	(23,147)	(2,286,574)
Projected Ending Fund Balance	7,645,257	222,424	7,867,681
Less: Restricted			
Program Carryovers	-	222,424	222,424
Less: Committed			
Yale Preschool Expansion at CPJH	200,000	-	200,000
Less: Non-Spendable			
Prepaid Expenses	375,869	-	375,869
Revolving Cash Fund	15,000	-	15,000
Stores Inventory	29,615	-	29,615
Less: Assigned			
Vacation Carryover	221,401	-	221,401
Textbook Fund Carryover	57,530	-	57,530
Less: Economic Uncertainty Reserve	1,447,644	-	1,447,644
Uncommitted/Unassigned/Unappropriated Fund Balance	5,298,198	-	5,298,198
Fund 17 Projected End of Year Balance	<u>2,854,777</u>	<u>-</u>	<u>2,854,777</u>
Projected Reserves	<u>9,600,619</u>	<u>-</u>	<u>9,600,619</u>
As a % Estimated Expense Total	19.89%		
(Includes reduction for 2010-11 audit adjustment)			
* Projected Reserve % 2012-13	13.46%		
* Projected Reserve % 2013-14	3.39%		

\* Based on latest multi-year projection assumptions



Discussion and/or Action Item F.1.3.  
Prepared by Karl Christensen  
June 5, 2012

No Risk Agreement with Northwest Capital  
Recovery Group for Utility Audit and Cost  
Recovery

### **BACKGROUND:**

Administration recently became aware of a program endorsed by the California School Boards Association which carries the potential for recovering a substantial amount of dollars for school districts from billing errors.

Northwest Capital Recovery Group (“NWCRG”) employs a team of experts well versed in the nuances of rate structures and billing line items for utility, water, phone, and refuse removal bills. Their service is offered using a no risk approach, whereby they work directly with the service providers to obtain bills going back several years, conduct the audit/review, and enumerate the refunds owed and/or savings opportunities in a summary report, each of which the client can choose to either accept or decline. Accepting the item triggers NWCRG to work with the service provider -- in Santee's case with SDG&E, Padre Dam, Helix Water District, AT&T, and Waste Management – to obtain credits/refunds for past errors, to ensure accurate billing in the future, and/or to change rate structures to obtain savings. 45% of the credits/refunds/savings is paid to NWCRG upon receipt and 55% of the credits/refunds/savings is realized by the client. NWCRG would also be owed this same percentage split for future savings for two years or could be bought out for the projected savings at a 20% discount.

NWCRG has worked with over 20 school districts across the State and in all cases has recovered funds for them with most recovering more than \$100,000. Administration contacted two school districts who have used their services (Livermore with 12,800 ADA and Santa Barbara with 15,500 ADA) and both indicated complete satisfaction with the service of NWCRG, the process, and the results.

### **RECOMMENDATION:**

It is recommended that the Board of Education approve execution of a No Risk Agreement with Northwest Capital Recovery Group to conduct audits of certain bills for possible cost recovery and on-going savings.

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 is no cost if no refunds/savings are identified or if the District declines to accept the refund/savings opportunities. Accepted refunds/savings would be shared 45% with the vendor and 55% to the District in operational cost savings.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item F.1.3.
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## Northwest Capital Recovery Group No-Risk Agreement

This agreement, dated \_\_\_\_\_, 20\_\_\_, represents the complete agreement for services to be performed by Lilly Properties, Inc. dba Northwest Capital Recovery Group (NWCRG), hereafter referred to as Auditor. These services may result in a refund or future billing reduction for the specific utility expenses incurred by the undersigned, hereafter referred to as Client. Client understands that NWCRG may elect to perform the necessary analysis in-house and/or use strategic business partners to achieve the desired results in cost recovery and cost reduction.

Client agrees and understands that:

1. Client will provide Auditor with the necessary information for each account to be analyzed, including (a) three month's complete bills for each account; (b), a copy of the service agreement, if any, for each account; (c) a Letter of Authorization permitting Auditor to contact each service provider on behalf of Client to obtain the necessary additional information, and (d) a list of customer support representatives for each vendor with contact information.
2. All information provided by Client shall be kept strictly confidential and will be returned upon request, at the completion of the Analysis.
3. Auditor shall prepare a report identifying the refund/credit issues being pursued for all accounts. Client agrees to share refunds/credits with Auditor, in accordance with the provisions of this Agreement. Auditor shall also prepare an "Implementation Acknowledgement Sheet"(IAS) which clearly identifies future billing reduction strategies for each account in the work program. Within 10 days of Client receiving the IAS, Client agrees to return to Auditor a signed IAS either granting or denying permission for Auditor to proceed with implementation of each recommendation.
4. Since Auditor will be contacting each service provider to affect billing reductions and/or credits and refunds, Client recognizes that the service provider may attempt to circumvent Auditor and contact Client directly. In any and all such cases, Client agrees to reaffirm with the service provider to coordinate all proposals through Auditor. Client agrees that all vendor proposals received during the No-Risk Analysis project shall be subject to shared savings as described in paragraph six.
5. Client agrees to share refunds and/or billing credits 55/45 with Auditor receiving 45% within 30 days of receiving such refund or credit. For savings realized by Client as a result of Auditor correcting an ongoing error:
  - a. Client will compensate Auditor 55/45 shared savings for 24 months payable within 30 days or
  - b. a lump sum payment equal to an agreed upon monthly savings due to the Auditor times (x) 24 months discounted by 20% payable within 30 days from the date the majority of the monthly future cost reduction first appears on the Client's bill.

Client acknowledges that in certain instances, the refunds or credits may be obtained by Auditor prior to Auditor's report. In addition, if Client wishes to pay a lump sum amount after paying month-to-month for a period of time to take advantage of the 20% discount in the future, the amount will be pro-rated based on number of remaining months. In any and all such cases, Client agrees to share the refunds or credits with Auditor in accordance to the provisions of this paragraph.

- 6. For any future savings opportunity Client wishes to have implemented
  - a. Client agrees to share the monthly savings 55/45 with Auditor receiving 45% for a period of 24 months from the first month the savings are realized on Client's billing or
  - b. a lump sum payment equal to agreed upon monthly saving due to the Auditor times (x) 24 months discounted by 20% payable within 30 days from the date the majority of the monthly future cost reduction first appears on the Client's bill. The lump sum payment represents a 20% reduction. If Client wishes to pay a lump sum amount after paying month-to-month for a period of time to take advantage of the 20% discount in the future, the lump sum amount will be pro-rated based on number of remaining months.

Client agrees to share said savings within 30 days of Client acknowledging that such savings have occurred.

- 7. Auditor is due no fee if no refunds and future savings opportunities are identified, or if Client does not wish to pursue the savings recommendations. Auditor is due no fee if future savings opportunities are no longer valid, i.e. building consolidations, building closures, changes in technologies, etc.
- 8. Client agrees not to compete with the efforts of Auditor during the term of the agreement period. During this period, any in-house refunds or savings shall accrue to the shared savings understanding of this agreement.
- 9. Client agrees that if Client denies permission for Auditor to implement recommendations AND then implements any of Auditor's recommended future savings opportunities within 12 months of signing the "Implementation Acknowledgement Sheet" (IAS), then Client shall share any such future savings 55/45 with Auditor receiving 45% as depicted in paragraph six above.
- 10. Any portion of refund or savings that accrues back to E Rate will be exempt from Auditor's percentage share.
- 11. Unless specifically attached hereto, Client acknowledges that there are no refund, credit or rate reductions currently being pursued by Client. \_\_\_\_\_ (Initials)

Please **initial** the utility areas to be analyzed: **Telecom:** local service \_\_\_\_\_ long distance \_\_\_\_\_ data \_\_\_\_\_  
cellular billings \_\_\_\_\_

**Utilities:** power \_\_\_\_\_ natural gas \_\_\_\_\_ water \_\_\_\_\_ sewer \_\_\_\_\_ storm water \_\_\_\_\_ garbage \_\_\_\_\_  
shredding \_\_\_\_\_

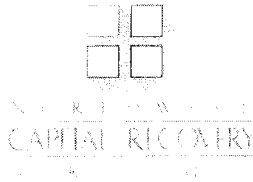
Agreed to by:

\_\_\_\_\_  
Lilly Properties Inc  
dba Northwest Capital Recovery Group

\_\_\_\_\_  
School District Signature Title

\_\_\_\_\_  
Date





702 Kentucky St., Suite 601  
Bellingham, WA 98225  
Toll Free: 866-545-0976  
Cell: 360-815-4068  
Fax: 206-374-3048

## **The Northwest Capital Recovery Group Process: Four Steps to Increased Profitability**

### **I. Collection of Information**

- a) **NWCRG No-Risk Agreement** signed and dated
- b) **Three-month's recent copies, CD's or online access** of all applicable bills being analyzed
  - Telecom – voice (local/long distance), data, internet, cellular, pagers
  - Electricity
  - Natural gas
  - Water/Sewer
  - Garbage
  - Shredding
- c) **Copies of all current applicable contracts** being analyzed (see item b above)
- d) **Letter of Authorization/Agency with company letterhead at top of page** signed and dated
- e) **Names and physical addresses** of all locations being analyzed
- f) **A/P Vendor Report** of existing service providers (see item b above)

### **II. Northwest Capital Recovery Group Analysis (6 - 16 weeks)**

- a) Analyze applicable contracts and billing service elements which create the charges
- b) The product of the process is a written report and summary of results along with Implementation Acknowledgement Sheet (IAS).
- c) The report contains hard data and facts that spell out each refund being pursued and/or each savings opportunity.
- d) The report identifies strategies to realize the refunds and/or savings opportunities.

### **III. Present Audit Findings (less than 1 hour)**

- a) Review report with client outlining refunds obtained or being pursued.
- b) Answer questions
- c) Discuss methods and saving strategies.

### **IV. Implementation (begins immediately)**

- a) Discuss saving strategies.
- b) Agree on a timeline for implementation of such savings strategies
- c) Meet or conference all parties, including the service providers, to discuss the savings opportunities.

Discussion and/or Action Item F.2.1. Approval to Purchase *Alexandria*, a Library and Textbook Management System

Prepared by Kristin Baranski  
June 5, 2012

**BACKGROUND:**

In 1999, Santee School District purchased Follett library tracking software to provide an accurate inventory of approximately 150,000 picture books, big books, novels, and professional reading materials housed at all nine school sites and the District library.

Due to the age of this software package, Follett no longer maintains support to Districts who require assistance. The District is also unable to upgrade any computers used in the libraries because the software is not compatible with current Windows operating systems. Within the past three years, the District technology department has rebuilt servers to provide additional assistance when problems arise with Follett; however, if the software crashes in the future, all volume data could be lost.

In addition, the current inventory system does not support tracking of student textbooks and teacher editions. Providing students and teachers with textbook materials in the beginning of each school year is centrally supported by the District Library. The current system for locating textbooks when grade level enrollment increases from school to school requires many personnel hours and communication with school personnel through emails and phone messages, an inefficient system for ensuring all students and teachers have textbooks required at the beginning of the school year. With the lack of tracking software for textbooks, District library personnel resort to purchasing additional textbook materials when the school sites state they have exhausted their search for these materials.

On March 20, 2012, the Board approved a Request for Proposal (RFP) process for identifying a library and textbook management system that would meet the District's current inventory needs. The following schedule was provided to companies who provide this software system:

Board Initiation of RFP Process	March 20, 2012
Public Dissemination of RFP	March 26 – April 6, 2012
Deadline to Submit Questions	April 23, 2012 @ 4:30 p.m.
Submittals Due	April 30, 2012 @ 4:30 p.m.
Selection of Vendors: Interviews/Presentations	May 14, 2012
Santee School Board Authorization	June 5, 2012

Four companies submitted proposals for District review. Two of the companies presented their system in person to Laura Spencer, Coordinator of Instructional Technology, and five of the nine Instructional Media Technicians (IMT) and the other two companies presented to this same group through a webinar. All of the IMTs were invited to attend these interviews.

All companies were reviewed using the following criteria as the selection committee worked through their recommendation of the best software system for Santee School District:

1. Demonstrated understanding of the District's objectives and the ability to meet the specifications as described within this document;
2. Potential estimated cost(s), including life cycle cost(s);
3. Performance criteria such as, but not limited to, meeting requirements, network functionality, technical expertise, warranty, distribution, delivery, and supply of products and services and ability of company, product and services to meet the District's requirements as determined by the District, plus any other factor(s) that may be considered by the District in its sole discretion in evaluating this area of the Vendor's submission;
4. Ability to provide efficient, reliable, and expedited service for installation, on-going maintenance, training, and technical support.
5. Breadth, depth, and longevity of implementations of Vendor's systems in California public school districts and U.S. public school districts;
6. The Vendor's reputation, financial status, longevity and stability, as solely determined by the District;
7. Vendor's technical knowledge and expertise;
8. Vendor processes for technology improvement, advancement, and innovation;
9. References and proven ability to complete projects on time and on budget and to provide a solution that addresses the customer's requirements satisfactorily;
10. Clarity and presentation of submission;
11. Any other factors that the District considers relevant.

The selection committee determined that *Alexandria* meets this criterion. In addition to the above criterion, another positive criteria for *Alexandria* includes their pricing of the annual subscription with all software updates and upgrades for the same fee. Some companies charge additional fees for the upgrades.

The committee also appreciated the following aspects of this system:

1. Simple, web-based interface – no software installation needed and the system will work with most book scanners
2. Textbook management and library books all use the same system, no need to learn multiple systems
3. Integration with PowerSchool for automatic student data updates
4. An email notification system for lost and overdue books, which minimizes IMT time to print and mail letters home
5. 24/7 online and phone tech support. *Alexandria* was the only company to include this without an extra fee
6. High level of customer satisfaction from other districts using this software
7. Integrates with Renaissance Place for Accelerated Reader levels
8. Provides a student interface so students and parents can access their account – books checked out, due dates, request books, etc. with the same login as PowerSchool and Live@edu
9. MARC (book record) integration supports IMTs with cataloging new books

Administration is requesting the approval of *Alexandria* as the new library and textbook tracking software beginning in the 2012-2013 school year. Upon Board approval, administration will be selecting training dates for the IMTs and school staff. The IMTs will need approximately 12 hours of training and ongoing professional development will be provided through monthly IMT meetings.

### **RECOMMENDATION:**

Administration recommends the Board of Education approve the purchase of *Alexandria* as the new library and textbook management system beginning in the 2012-2013 school year.

This recommendation supports the following District goals:

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

**FISCAL IMPACT:**

*Alexandria* library and textbook management system has a one-time cost of \$41,504.94. Ongoing annual costs after the first year of purchase will be \$11,479. The ongoing, annual costs support the necessary software upgrades and updates as well as 24/7 phone and online support for the users.

Additional costs for 2012-2013 include hardware scanner needs for the media centers at an approximate cost of \$4,500 and up to \$2,000 for training of the IMTs outside their work day.

Total expenditures for the 2012-2013 school year and the implementation of this software is estimated at \$48,004.94. Administration is recommending the use of the Instructional Materials Realignment Fund Program (IMFRP) for these one-time and ongoing annual costs.

**STUDENT ACHIEVEMENT IMPACT:**

Standards based textbooks and a variety of student reading materials provide teachers and students with the necessary tools for engaging students in acquiring new knowledge and skills.

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

Agenda Item F.2.1.

Prepared by Kristin Baranski  
June 5, 2012

**BACKGROUND:**

Every school year, site administration and school staff review instructional minutes and modified day proposals for the following school year. Staff determines if any changes to their current instructional minutes should be made based on a particular instructional and/or professional development need. Instructional minute proposals, including modified days and kindergarten instructional minutes, are brought forward to the Board annually for review and implementation. A copy of each school's 2012-13 instructional minutes proposal will be available at the Board meeting for review.

This evening, administration is requesting the approval of the 2012-13 school year instructional schedules. The attached chart shows the instructional minute comparison between 2011-12 and 2012-13 school years.

In addition, administration is also providing the Board a summary of the mandates required by the Santee School Board for schools with modified days and extended kindergarten instructional minutes. Materials are provided with site proposals and are presented to the Board to assure that procedures will be followed in 2012-13. These materials are as follows:

1. A proposed schedule with daily instructional minutes calculations,
2. Specific days desired for modified days,
3. Assurance that core curriculum including language arts, math and if applicable, ELD will be taught on modified days,
4. Assurance that non-instructional activities will not occur on modified days, and
5. Assurance that teachers were involved in the decision-making process as required.

The following chart indicates the number of kindergarten minutes for each school and the modified day schedule for those schools that have modified days.

<b>2012-2013 Modified Instructional Days and Kindergarten Programs</b>			
<i>Schools</i>	<i>Kindergarten</i>	<i>Modified Days</i>	<i>Number of Modified Days</i>
CP	Extended Day 50,570 minutes	K – 8	Kindergarten: Daily August 27 – September 21, 2012 Kindergarten – 8 <sup>th</sup> grade: September 5, October 3, November 7, and December 5, 2012, January 9, February 6, March 6, April 10, May 2, and June 5, 2013 Grades 7 – 8 additional days: September 19, October 17, November 14, December 19, 2012, January 23, February 20, March 20, April 24, May 15, June 12, 2013
CH	Full Day 55,420 minutes	N/A	N/A
CO	Extended Day 45,930 minutes	K – 8	Fridays 36 days
CFH	Full Day 55,630 minutes	K – 8	Wednesdays 35 days
HC	Full Day 55,314 minutes	N/A	N/A
PD	Extended Day 45,120 minutes	K – 3	Fridays 36 days
PA	Full Day as of October 8 52,420 minutes	K – 8	24 Wednesdays, Kindergarten 27 Wednesdays, Grades 1 - 8
RS	Extended Day 45,470 minutes	K – 8	Wednesdays 32 days
SC	Extended Day 51,660 minutes	N/A	N/A

**RECOMMENDATION:**

It is the recommendation of administration that the Board approve the instructional minutes proposals for the 2012-13 school year including kindergarten schedules and modified day proposals. Any concerns expressed by the Board, in reference to proposals not approved, will be communicated to the school staff. School schedules for the 2012-13 school year will be presented to the Board at the June 19, 2012 Board meeting.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

District staff has determined that multiple start and end times does have a financial impact for the school district due to greater transportation obligations, approximately \$90,000 annually.

**STUDENT ACHIEVEMENT:**

A commitment to quality instructional time and site professional development enhances student learning.

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

Agenda Item F.2.2.



**Santee School District  
Annual Instructional Minutes (Grade Spans)  
2011-2012 and 2012-2013**

	<b>Kinder</b>	<b>Kinder</b>	<b>Grades 1 – 3</b>	<b>Grades 1 – 3</b>	<b>Grades 4 – 6</b>	<b>Grades 4 – 6</b>	<b>Grade 6 CH &amp; PD</b>	<b>Grade 6 CH &amp; PD</b>	<b>Grades 7 – 8</b>	<b>Grades 7 – 8</b>
	<b>2011-2012</b>	<b>2012-2013</b>	<b>2011-2012</b>	<b>2012-2013</b>	<b>2011-2012</b>	<b>2012-2013</b>	<b>2011-2012</b>	<b>2012-2013</b>	<b>2011-2012</b>	<b>2012-2013</b>
<b>Required Annual Minutes</b>	<b>42,840</b>	<b>42,840</b>	<b>51,540</b>	<b>51,540</b>	<b>55,890</b>	<b>55,890</b>	<b>55,890*</b>	<b>55,890*</b>	<b>58,500</b>	<b>58,500</b>
<b>Cajon Park</b>	50,570	50,570	51,810	51,810	55,910	55,910	NA	NA	58,520	58,594
<b>Carlton Hills</b>	54,420	54,420	51,720	51,720	56,070	56,070	NA	NA	58,884	58,884
<b>Carlton Oaks</b>	45,930	45,930	51,720	51,720	56,070	56,070	NA	NA	58,698	58,698
<b>Chet F. Harritt</b>	55,630	55,630	52,030	52,030	57,590	57,590	59,595	59,595	59,595	59,595
<b>Hill Creek</b>	55,314	55,314	51,714	51,714	56,064	56,064	NA	NA	60,474	60,474
<b>Pepper Drive</b>	45,120	45,120	51,600	51,600	56,130	56,130	59,730	59,730	59,730	59,730
<b>PRIDE Academy</b>	52,380	52,420	51,845	51,905	56,075	56,165	NA	NA	58,610	58,700
<b>Rio Seco</b>	45,470	45,470	52,570	52,572	56,830	56,832	NA	NA	58,960	58,962
<b>Sycamore Canyon</b>	51,660	51,660	51,570	51,570	55,920	55,920	NA	NA	NA	NA

\*Sixth grade students at Chet F. Harritt and Pepper Drive follow the junior high schedule and therefore have the same instructional minutes as grades 7 – 8 at those two sites.

BOARD POLICIES AND BYLAWS Item G.

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

Agenda Item G.

Board Policies and Bylaws G.1.1.  
Prepared by Minnie Malin  
June 5, 2012

First Reading: New BP 5131.2, Bullying

**BACKGROUND:**

Education Code 234.1 requires the Governing Board to adopt policy prohibiting discrimination, harassment, intimidation, and bullying based on specified characteristics. As a result, administration has created a new Board Policy that addresses bullying.

To ensure that bullying does not occur on school campuses, Board Policy 5131.3, Bullying Prevention was adopted at the May 15, 2012 Board meeting thereby establishing procedures for reporting incidents, immediate intervention, and prompt investigation of bullying incidents. Board Policy 5131.3 also provides staff development training in bullying prevention and cultivates acceptance and understanding in all students and staff.

Provided for Board review is board policy 5131.2, Bullying. Administration is developing a new Administrative Regulation to support and enforce this Board Policy.

**RECOMMENDATION:**

Administration requests that the Board of Education review new board policy 5131.2. No action is required at this time.

This recommendation supports the following district goal:

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

**FISCAL IMPACT:**

This is a personnel item and does not have an impact on the general fund.

**STUDENT ACHIEVEMENT IMPACT:**

Cultivating acceptance and understanding will develop a better learning environment.

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

Agenda Item G.1.1.

## **Bullying**

“Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including (sexual harassment, hate violence, harassment, threats, or intimidation), directed toward one or more pupils.

The Governing Board recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.

(cf. 0420 – School Plans/Site Councils)

(cf. 0450 – Comprehensive Safety Plan)

(cf. 1220 – Citizen Advisory Committees)

(cf. 1400 – Relations Between Other Governmental Agencies and the Schools)

(cf. 6020 – Parent Involvement)

### Bullying Prevention

To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

(cf. 5137 – Positive School Climate)

(cf. 6164.2 – Guidance/Counseling Services)

Policy

Adopted:

**SANTEE SCHOOL DISTRICT**  
Santee, California

## **Bullying**

~~The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.~~

~~(cf. 6163.4— Student Use of Technology)~~

~~(cf. 6142.8— Comprehensive Health Education)~~

~~(cf. 6142.94— History-Social Science Instruction)~~

~~School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.~~

~~(cf. 4131— Staff Development)~~

~~(cf. 4231— Staff Development)~~

~~(cf. 4331— Staff Development)~~

~~Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, cafeterias.~~

### Intervention

~~Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.~~

~~School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)~~

~~As appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.~~

### Complaints and Investigation

~~Students may submit to a teacher or administrator a verbal or written complaint of conduct they consider to be bullying. Complaints of bullying shall be investigated and resolved in accordance with site-level grievance procedures specified in AR 5145.7— Sexual Harassment.~~

~~The District has the authority to monitor students' use of the district's Internet system and to conduct individual searches of students' accounts if there is reasonable suspicion that a user has violated district policy or the law; see BP/AR 5145.12 - Search and Seizure and BP/AR 6163.4 - Student Use of Technology.~~

Policy  
Adopted:

**SANTEE SCHOOL DISTRICT**  
Santee, California

**Bullying**

When a student is reported to be engaging in bullying off campus, the Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages sent to them that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

If the student is using a social networking site or service that has terms of use that prohibit posting of harmful material, the Superintendent or designee also may file a complaint with the Internet site or service to have the material removed.

Discipline

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

35181 Governing board policy on responsibilities of students

35291-35291.5 Rules

48900-48925 Suspension or expulsion

48985 Translation of notices

PENAL CODE

647 Use of camera or other instrument to invade person's privacy; misdemeanor

647.7 Use of camera or other instrument to invade person's privacy; punishment

653.2 Electronic communication devices, threats to safety

Policy  
Adopted:

**SANTEE SCHOOL DISTRICT**  
Santee, California

**Bullying**

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5131 - Conduct)

(cf. 5136 - Gangs)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 5145.2 - Freedom of Speech/Expression)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

UNITED STATES CODE, TITLE 47

254 Universal service discounts (e-rate)

COURT DECISIONS

J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094

Lavine v. Blaine School District, (2002) 279 F.3d 719

Management Resources:

CSBA PUBLICATIONS

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008

Bullying at School, 2003

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Harassment and Bullying, October 2010

WEB SITES

CSBA: <http://www.esba.org>

California Cybersafety for Children: <http://www.cybersafety.ca.gov>

California Department of Education, Safe Schools Office: <http://www.ede.ca.gov/ss>

Center for Safe and Responsible Internet Use: <http://cyberbully.org>

National School Boards Association: <http://www.nsba.org>

National School Safety Center: <http://www.schoolsafety.us>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/oer>

Policy

Adopted:

**SANTEE SCHOOL DISTRICT**

Santee, California

**BACKGROUND:**

Board Bylaw 9310, Board Policies, and Education Code 35160.5 require that the Board annually review the Board Policies listed below. These Board Policies have been reviewed by Administration, received a first reading by the Governing Board, and are submitted to the Board for a second reading.

Policy	Policy Title
BP 1312.1	Complaints Concerning District Employees
BP 4116	Probationary/Permanent Status
BP 4315.1	Certification of Competence in Evaluation and Instructional Methodologies
BP 5116.1	Intradistrict Open Enrollment
BP 6145 AR 6145	Extracurricular and Cocurricular Activities

The listed Board Policies were last reviewed by the Board on May 3, 2011.

**RECOMMENDATION:**

It is recommended that the Board of Education approve the annual review of the listed Board Policies submitted for a second reading with no recommended revisions.

**FISCAL IMPACT:**

There is no fiscal impact as a result of this review.

**STUDENT ACHIEVMENT IMPACT:**

Effective governance has a positive impact on student achievement.

Motion:		Second:		Vote:		Item G.2.
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**COMPLAINTS CONCERNING DISTRICT EMPLOYEES**

The Governing Board accepts responsibility for providing a means by which the public can hold employees accountable for their actions. The Board desires that complaints be resolved expeditiously without disrupting the educational process.

The Superintendent or designee shall develop regulations which permit the public to submit complaints against district employees in an appropriate way. These regulations shall protect the rights of involved parties. The Board may serve as an appeals body if the complaint is not resolved.

The Board places trust in its employees and desires to support their actions in such a manner that employees are free from unnecessary, spiteful or negative criticism and complaints. Constructive criticism is welcome when it is motivated by a sincere desire to improve the quality of the educational program.

Verbal complaints made to a Board member or at a Board meeting against an employee other than the Superintendent, will be referred to the Superintendent for appropriate consideration and action according to this policy. If a single Board member receives a complaint about the Superintendent, it will be referred to the entire Board. Because the Board sits as the appellate body in the complaint resolution process, any member of the Board who has become involved in a complaint resolution process prior to an appeal to the Board shall declare his/her involvement and not participate as a member of the Board during an appeal hearing.

When public complaints against employees involve accusations of child abuse, the provisions of Board policy and administrative regulation 5141.4 shall be implemented.

The Board shall not prohibit public criticism of the district and its employees.

The Superintendent or designee shall develop regulations which permit the public to submit complaints against district employees in an appropriate way. These regulations shall protect the rights of involved parties. The Board may serve as an appeals body if the complaint is not resolved.

The Board prohibits retaliation against complainants. The Superintendent or designee at his/her discretion may keep a complainant's identity confidential, except to the extent necessary to investigate the complaint. The district will not investigate anonymous complaints.

**This Board shall annually review this policy.**

*Legal Reference: (see next page)*

**COMPLAINTS CONCERNING DISTRICT EMPLOYEES (continued)**

*Legal Reference:*

EDUCATION CODE

33308.1 *Guidelines on procedure for filing child abuse complaints*

35146 *Closed sessions*

44031 *Personnel file contents and inspection*

44811 *Disruption of public school activities*

44932-44949 *Resignation, dismissal and leaves of absence (rights of employee; procedures to follow)*

48987 *Child abuse guidelines*

GOVERNMENT CODE

54957 *Closed session; complaints re employees*

54957.6 *Closed session; salaries or fringe benefits*

PENAL CODE

273 *Cruelty or unjustifiable punishment of child*

11164-11174.3 *Child Abuse and Neglect Reporting Act*

WELFARE AND INSTITUTIONS CODE

300 *Minors subject to jurisdiction of juvenile court*

Policy adopted: February 17, 2009

Policy reviewed: December 15, 2009, May 3, 2011

**SANTEE SCHOOL DISTRICT**  
Santee, California

**PROBATIONARY/PERMANENT STATUS**

Permanent status is granted by law to teachers who have satisfactorily passed a period of probationary service. A teacher who has been employed by the district for two (2) consecutive school years and is then rehired for the next succeeding school year shall become a permanent employee at the commencement of the third (3rd) year. On or before March 15 of the employee's second complete consecutive year, the Governing Board shall notify the teacher of its decision to rehire or not to rehire for the next year. If the Board does not give notice on or before March 15, the teacher shall be rehired for the next school year. Permanent personnel may continue in teaching positions if they keep their teaching certificate in force, remain free from communicable diseases, and are not dismissed for reasons specified in the state school law.

Permanent status applies only to teachers holding regular credentials issued by the Commission on Teacher Credentialing.

**Interns**

A person employed as a district or university intern shall be classified as a probationary employee. Following completion of the internship, if he/she is reelected by the district to serve in a position requiring certification qualifications for the next succeeding school year, he/she shall continue to be classified as a probationary employee during that year. (Education Code 44466, 44885.5)

*Legal Reference:*

EDUCATION CODE

- 44466 Status of university interns
- 44850.1 No tenure in administrative or supervisory position
- 44885.5 Status of district interns
- 44908 Complete year for probationary employees
- 44911-44913 Service not computed in eligibility for permanent status
- 44915 Classification of probationary employees
- 44917-44921 Status of substitute or temporary employees
- 44929.20 Continuing contracts (not to exceed four years - ADA under 250)
- 44929.21 Districts of 250 ADA or more
- 44929.23 Districts with less than 250 ADA
- 44929.28 Employment by another district
- 44930-44988 Resignations, dismissals and leaves of absence, especially:
- 44948.2 Election to use provisions of Section 44948.3
- 44948.3 Dismissal of probationary employees

Policy adopted: February 18, 1986  
 Policy revised: May 5, 2009  
 Policy reviewed: December 15, 2009, May 3, 2011

**SANTEE SCHOOL DISTRICT**  
 Santee, California

**CERTIFICATION OF COMPETENCE IN EVALUATION  
AND INSTRUCTIONAL METHODOLOGIES**

The Superintendent shall annually submit to the Governing Board a list of district administrators whose duties include evaluation of certificated personnel. The administrators listed will be presented as competent by the Superintendent in instructional methodologies and in the evaluation of certificated personnel. The Board will certify the competence of personnel recommended by the Superintendent.

Criteria for certification may include but not be limited to the following:

**Academic Qualifications**

1. Earned Master's Degree or advanced degree of equivalent standard from an accredited college or university.
2. Evidence of university level course work in techniques of supervision, human relations and instructional methodologies.

**Experience**

1. Demonstration of competence in the evaluation process.
2. Demonstration of competence in instructional methodologies.
3. Completion of at least three (3) years of successful teaching.

**Credential**

1. Possession of valid California Administrative Credential

**Professional Knowledge and Skills**

1. Evidence of professional growth program participation.
2. Demonstration of understanding of district-adopted curriculum, policies and practices.
3. Demonstration of skill in instructional observation.
4. Demonstration of skill in techniques and procedures of evaluation of instruction.

This certification is intended to comply with requirements of the Education Code and is intended to be used for no other purpose. This policy shall be reviewed annually by the Board.

*Legal Reference: (see next page)*

**CERTIFICATION OF COMPETENCE IN EVALUATION  
AND INSTRUCTIONAL METHODOLOGIES (continued)**

*Legal Reference:*

EDUCATION CODE

33039 *Guidelines for teacher evaluation*

44660-44665 *Evaluation and assessment of performance of certificated employees*

44681-44689 *Administrator training and evaluation*

GOVERNMENT CODE

3543.2 *Scope of representation (re evaluation procedures)*

Policy adopted: June 19, 1984

Policy amended: December 4, 2007

Policy reviewed: May 5, 2009, December 15, 2009, May 3, 2011

**SANTEE SCHOOL DISTRICT**

Santee, California

## **INTRADISTRICT OPEN ENROLLMENT**

The Governing Board desires to provide enrollment options that meet the diverse needs and interests of district students. The Superintendent or designee shall establish procedures for the selection and transfer of students among district schools in accordance with law, Board policy, and administrative regulation.

The parents/guardians of any student who resides within district boundaries may apply to enroll their child in any district school, regardless of the location of residence within the district.

The Board shall annually review this policy.

### **Enrollment Priorities**

Priority for attendance outside a student's attendance area shall be given as follows:

1. If a district school receiving Title I funds is identified for program improvement, corrective action, or restructuring, all students enrolled in that school shall be provided an option to transfer to another district school or charter school.
2. If while on school grounds a student becomes the victim of a violent criminal offense, he/she shall be provided an option to transfer to another district school or charter school.
3. If a student attends a school designated by the California Department of Education as "persistently dangerous," he/she shall be provided an option to transfer to another district school or charter school.
4. The Superintendent or designee may approve a student's transfer to a district school that is at capacity and otherwise closed to transfers upon finding that special circumstances exist that might be harmful or dangerous to the student in the current attendance area, including, but not limited to, threats of bodily harm or threats to the emotional stability of the student.

To grant priority under these circumstances, the Superintendent or designee must have received either:

- a. A written statement from a representative of an appropriate state or local agency, such as a law enforcement official, social worker, or a properly licensed or registered professional, such as a psychiatrist, psychologist, or marriage and family therapist
  - b. A court order, including a temporary restraining order and injunction
5. Priority may be given to siblings of students already in attendance in that school.

**INTRADISTRICT OPEN ENROLLMENT (continued)**

6. Priority may be given to any student whose parent/guardian is assigned to that school as his/her primary place of employment.

For all other applications for enrollment from outside a school's attendance area, the Superintendent or designee shall use a random, unbiased selection process to determine who shall be admitted whenever the school receives admission requests that are in excess of the school's capacity. A school's capacity shall be calculated in a nonarbitrary manner using student enrollment and available space.

Enrollment decisions shall not be based on a student's academic or athletic performance, except that existing entrance criteria for specialized schools or programs may be used provided that the criteria are uniformly applied to all applicants. Academic performance may be used to determine eligibility for, or placement in, programs for gifted and talented students.

No student currently residing within a school's attendance area shall be displaced by another student transferring from outside the attendance area.

**Transportation**

Except as required by 20 USC 6316 for transfers out of Title I program improvement schools, the district shall not be obligated to provide transportation for students who attend school outside their attendance area.

*Legal Reference: (see next page)*

**INTRADISTRICT OPEN ENROLLMENT (continued)**

*Legal Reference:*

EDUCATION CODE

35160.5 *District policies; rules and regulations*

35291 *Rules*

35351 *Assignment of students to particular schools*

48980 *Notice at beginning of term*

CODE OF REGULATIONS, TITLE 5

11992-11994 *Definition of persistently dangerous schools*

UNITED STATES CODE, TITLE 20

6316 *Transfers from program improvement schools*

7912 *Transfers from persistently dangerous schools*

CODE OF FEDERAL REGULATIONS, TITLE 34

200.36 *Dissemination of information*

200.37 *Notice of program improvement status, option to transfer*

200.39 *Program improvement, transfer option*

200.42 *Corrective action, transfer option*

200.43 *Restructuring, transfer option*

200.44 *Public school choice, program improvement schools*

200.48 *Transportation funding for public school choice*

COURT DECISIONS

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

ATTORNEY GENERAL OPINIONS

85 *Ops. Cal. Atty. Gen. 95 (2002)*

*Management Resources:*

U.S. DEPARTMENT OF EDUCATION GUIDANCE

*Unsafe School Choice Option, May 2004*

*Public School Choice, February 2004*

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, *Unsafe School Choice Option:*

<http://www.cde.ca.gov/ls/ss/se/usco.asp>

U.S. Department of Education, *No Child Left Behind:* <http://www.nclb.gov>

Policy  
adopted: August 17, 2010  
reviewed: May 3, 2011

**SANTEE SCHOOL DISTRICT**  
Santee, California



**EXTRACURRICULAR AND COCURRICULAR ACTIVITIES**

The Governing Board recognizes that extracurricular and cocurricular activities enrich the educational and social development and experiences of students. The district shall encourage and support student participation in extracurricular and cocurricular activities without compromising the integrity and purpose of the educational program.

No extracurricular or cocurricular program or activity shall be provided or conducted separately, and no district student's participation in extracurricular and cocurricular activities shall be required or refused, based on the student's sex, gender, sexual orientation, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability. Requirements for participation in extracurricular and cocurricular activities shall be limited to those that are essential to the success of the activity. (5 CCR 4925)

Any complaint regarding the district's extracurricular and cocurricular programs or activities shall be filed in accordance with BP/AR 1312.3 - Uniform Complaint Procedures.

No student shall be prohibited from participating in extracurricular and cocurricular activities related to the educational program because of inability to pay fees associated with the activity.

**Eligibility Requirements**

Junior High social activities and eighth grade excursion day are subject to academic, effort, and citizenship requirements as specified in AR 6145.

**Student Conduct at Extracurricular/Cocurricular Events**

When attending or participating in extracurricular and/or cocurricular activities on or off campus, district students are subject to district policies and regulations relating to student conduct. Students who violate district policies and regulations may be subject to discipline including, but not limited to, suspension, expulsion, transfer to alternative programs, or denial of participation in extracurricular or cocurricular activities in accordance with Board policy and administrative regulation. When appropriate, the Superintendent or designee shall notify local law enforcement.

**Supervision**

Extracurricular activities shall be under the general supervision of school authorities and certificated employees whenever they are conducted by the district.

The Superintendent or designee shall:

1. Determine which activities and programs are affected by this policy.
2. Ensure districtwide uniformity.

## EXTRACURRICULAR AND COCURRICULAR ACTIVITIES (continued)

### Annual Policy Review

The Board shall annually review this policy and implementing regulations.

#### *Legal Reference:*

##### EDUCATION CODE

35145 *Public meetings*

35160.5 *District policy rules and regulations; requirements; matters subject to regulation*

35179 *Interscholastic athletics; associations or consortia*

35181 *Students' responsibilities*

48850 *Participation of foster youth in extracurricular activities and interscholastic sports*

48930-48938 *Student organizations*

49700-49704 *Education of children of military families*

##### CODE OF REGULATIONS, TITLE 5

350 *Fees not permitted*

4900-4965 *Nondiscrimination in elementary and secondary education programs receiving state financial assistance*

5531 *Supervision of extracurricular activities of pupils*

##### UNITED STATES CODE, TITLE 42

2000h-2-2000h-6 *Title IX, 1972 Education Act Amendments*

##### COURT DECISIONS

Hartzell v. Connell, (1984) 35 Cal. 3d 899

#### *Management Resources:*

##### CALIFORNIA TASK FORCE REPORT TO THE LEGISLATURE

Compact on Educational Opportunity for Military Children: Preliminary Final Report, March 2009

##### WEB SITES

California Association of Directors of Activities: <http://www.cadal.org>

California Department of Education, Educational Options Office: <http://www.cde.ca.gov/ls/pf/mc>

California Department of Education, Foster Youth Services: <http://www.cde.ca.gov/ls/pf/fy/>

Policy  
adopted: August 17, 2010  
reviewed: May 3, 2011

SANTEE SCHOOL DISTRICT  
Santee, California

**EXTRACURRICULAR AND COCURRICULAR ACTIVITIES****Definitions**

*Extracurricular activities* are those programs that have all of the following characteristics: (Education Code 35160.5)

1. The program is supervised or financed by the school district.
2. Students participating in the program represent the school district.
3. Students exercise some degree of freedom in the selection, planning or control of the program.

Extracurricular activities are not part of the regular school curriculum, are not graded, do not offer credit and do not take place during classroom time. (Education Code 35160.5)

*Cocurricular activities* are programs that may be associated with the curriculum in a regular classroom. (Education Code 35160.5)

An activity is not an extracurricular or cocurricular activity if it is a program that has as its primary goal the improvement of academic or educational achievement of students. (Education Code 35160.5)

**Eligibility Requirements**

In order to be eligible for participation in extracurricular activities, a student in grades 7 and 8 shall have earned a minimum 2.0 or "C" grade point average (GPA) in academics, citizenship, and effort.

1. Each junior high/middle school staff shall plan appropriate social activities, i.e., dances, skating parties, for junior high/middle school students. The plan shall reflect input from students, teachers and parents/guardians. The activities planned shall reflect a balance in number and types of activities suitable for junior high/middle school students.
2. An activity plan shall be developed at the beginning of the school year; subject to change depending upon the needs of the students, as determined by the principal and junior high/middle school staff and approved by the principal.
3. Evening activities are to be held in compliance with curfew regulations.
4. The principal shall insure that adequate adult supervision is provided and that appropriate safety and security measures are observed.

## **EXTRACURRICULAR AND COCURRICULAR ACTIVITIES (continued)**

### **Eight Grade Excursion Day**

Annually, eighth grade students in the district participate in an Excursion Day which is scheduled towards the end of the school year and is considered to be a regular part of student activities.

Under the direction of the principal, the middle school staff will assume the primary responsibility for the Excursion Day activity. If a parent/guardian organization (PTA) wishes to assist/sponsor this activity, it may do so if it has approval of the principal.

The Excursion Day activity may include a visit to Disneyland, Knott's Berry Farm, or other recreational attractions in the vicinity. In planning the Excursion Day, each school is to adhere to the following procedure:

### **Excursion Day Plan**

An Excursion Day plan shall be submitted to the Office of Assistant Superintendent, Educational Services. The plan is to be submitted 30 calendar days prior to the activity. The plan is to include the following information:

- Date (A regular school day may be utilized.)
- Place to be visited.
- Time, length of activity, and return time.
- Student cost, if any.

### **Transportation**

Business Services is to be made aware of transportation needs by the principal 30 calendar days in advance. All transportation arrangements will be made by Business Services.

### **Supervision**

Each school shall be responsible for providing adequate adult supervision. The principal or designee shall accompany the students.

**EXTRACURRICULAR AND COCURRICULAR ACTIVITIES** (continued)**Admission Fees**

Each school shall be responsible for collection of any or all admission fees. Ticket orders are to be processed through Business Services. If district funds are being requested for payment of fees for teachers, a travel request form is to be submitted then 10 working days in advance to Business Services.

**Student Participation**

District standards for participation in the promotion excursion activity shall be:

1. A child must achieve a cumulative GPA of 2.00 for the first and second trimester and the first six weeks of the third trimester of the 8th grade. This cumulative GPA will be computed in the following areas in order for a child to be eligible:
  - a. Academic cumulative GPA of 2.00
  - b. Effort cumulative GPA of 2.00
  - c. Citizenship cumulative GPA of 2.00
2. The cumulative GPA shall be obtained from the district approved report cards for the first two trimesters and the third trimester progress report of the 8th grade year.
3. Parents/Guardians of the 8th grade student who does not meet anyone or more of the minimum requirements will be notified after each report card by mail. The parent/guardian letter will review the student's academic, effort, and citizenship GPA's, recommend additional intervention, and make clear the consequences if improvement is not made.
4. If a student does not qualify to participate in 8th grade excursion activity at the third trimester progress report of eighth grade, he/she may petition the principal or designee for a school appeal during the third trimester. If enough progress has been made and demonstrated by the date of the appeal, the principal or designee may recommend the student participate in the excursion activity.
5. Any student transferring into a district school from another school in the district shall transfer his/her grades/effort/citizenship with him/her. Any student transferring into the district from outside the district will be required to meet the minimum district promotion standards of a 2.0 GPA in academics, effort, and citizenship from the date of enrollment in the district in order to be eligible to participate in the excursion activity.

**EXTRACURRICULAR AND COCURRICULAR ACTIVITIES** (continued)

6. Any student with more than three out-of-school suspensions during his/her 8th grade year will not be eligible to participate in the excursion activity. There will be no appeal process privilege.

When a student becomes ineligible to participate in the upcoming school year, or when he/she is subject to probation, the principal or designee shall provide written notice to the student and his/her parents/guardians. The principal shall also consult with the student's teacher(s) in deciding on a program of remediation to improve the student's academic progress.

BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS Item H.

Agenda Item H.

CLOSED SESSION Item I.

*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. **Public Employee Discipline/Dismissal/Release** (Govt. Code § 54957)
2. **Conference with Labor Negotiator** (Govt. Code § 54956.8)  
*Purpose: Negotiations*  
*Agency Negotiator: Karl Christensen, Asst. Superintendent*  
*Employee Organization: Santee Teachers Association*  
*Classified School Employees Association*
3. **Public Employee Performance Evaluation** (Govt. Code § 54957)  
*Superintendent*

RECONVENE TO PUBLIC SESSION Item J.

ADJOURNMENT Item K.