



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 17, 2014**

**6:00 – 6:45 p.m. – Innovation Grant Fair
 (student project demonstrations in the Educational Resource Center)**

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.

	<u>Page #:</u>
A. OPENING PROCEDURES – 7:00 p.m.	6
1. Call to Order and Welcome	
2. District Mission	
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1. Superintendent’s Report	8
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2. Spotlight: Junior Olympics – Appreciation to Kiwanis and Santee Teachers	12
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<i>During this time, citizens are invited to address the Board of Education about any item <u>not</u> on the agenda. Request-to-speak cards should be submitted in advance. The Board may not take action on any item presented. The Board has a policy limiting any speaker to five minutes. Meetings are recorded.</i>	
D. PUBLIC HEARING	16
1. Use of Education Protection Account Funds for 2014-15	17

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

E. CONSENT ITEMS

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

Superintendent

- 1.1. Approval of Minutes** 19
It is recommended that the Board of Education approve meeting minutes with any necessary modifications.

Business Services

- 2.1 Approval/Ratification of Travel Requests** 25
It is recommended that the Board of Education ratify the authorization granted to personnel requesting out-of-district travel as listed in the item.
- 2.2. Approval/Ratification of Expenditure Warrants** 27
It is recommended that the Board of Education approve and ratify the expenditure warrants for the month of April 2014.
- 2.3. Approval/Ratification of Purchase Orders** 29
It is recommended that the Board of Education approve and ratify purchase orders for the month of April 2014 as presented in the item.
- 2.4. Approval/Ratification of Revolving Cash Report** 39
It is recommended that the Board of Education approve/ratify revolving cash checks as listed.
- 2.5. Acceptance of Donations** 41
It is recommended that the Board of Education accept donations listed in the item and authorize letters of appreciation to be sent on behalf of the Board.
- 2.6. Approval of Consultants and General Service Providers** 42
It is recommended that the Board of Education approve agreements with Consultants and General Service Providers as presented.
- 2.7. Approval/Ratification of Annual Agreements for 2014-15** 44
It is recommended that the Board of Education provide approval/ratification of the attached listed annual agreements for 2014-15.
- 2.8. Adoption of Resolution No. 1314-39 To Claim Lost Days for the State Preschool Program Due to Fire Threat** 51
It is recommended that the Board of Education adopt Resolution No. 1314-39 to claim lost days for the State Preschool Program for May 15, 2014 due to fire threat.
- 2.9. Adoption of Resolution No. 1314-40 to Commit the 2013-14 Ending Fund Balance in Fund 14** 53
It is recommended that the Board of Education adopt Resolution No. 1314-40 to Commit the 2013-14 Ending Fund Balance in Fund 14.

2.10. Adoption of Resolution No. 1314-41 to Commit the 2014-15 Ending Fund Balance in Fund 14 and Fund 17

It is recommended that the Board of Education adopt Resolution No. 1314-41 to Commit the 2014-15 Ending Fund Balance in Fund 14 and a portion of the 2014-15 Ending Fund Balance in Fund 17 associated with the Technology Reserve.

Educational Services

3.1. Approval of Nonpublic Agency Master Contract with Vista Hill d/b/a Learning Assistance Center and GPS Services for Educationally Related Mental Health Services (ERMHS)

59

It is recommended that the Board of Education approve the Nonpublic Agency Master Contract with Vista Hill d/b/a Learning Assistance Center and GPS Services for ERMHS for the term of July 1, 2014 through June 30, 2015.

3.2. Approval of Nonpublic Agency Master Contract with ProCare Therapy, Inc. for an Adapted Physical Education (APE) Therapist

61

It is recommended that the Board of Education approve the Nonpublic Agency Master Contract with ProCare Therapy, Inc. for an APE Specialist for the term of July 1, 2014 through December 19, 2014.

3.3. Approval of Nonpublic Agency Master Contract with Maxim Healthcare for Nursing Services

62

It is recommended that the Board of Education approve the Nonpublic Agency Master Contract with Maxim Healthcare for nursing services for the term of July 1, 2014 through June 30, 2015.

3.4. Approval of Nonpublic Agency Master Contract with Excel Home Health for Nursing Services

63

It is recommended that the Board of Education approve the Nonpublic Agency Master Contract with Excel Home Health for nursing services for the term of July 1, 2014 through June 30, 2015.

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

64

It is recommended that the Board of Education approve the extended field trip to H&M Landing in San Diego.

Human Resources/Pupil Services

4.1. Personnel, Regular

66

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

4.2. Approval of Revisions to Coordinator, Instructional Technology Job Description and Appointment of Coordinator

69

It is recommended that the Board of Education approve revisions to the coordinator, instructional technology job description and appointment of coordinator.

F. DISCUSSION AND/OR ACTION ITEMS

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

Business Services

- 1.1. Purchase and Sale Contract With M. Grant Real Estate Inc. for Purchase of the Renzulli Property** 74
It is recommended that the Board of Education approve the Purchase and Sale Contract with M. Grant Real Estate Inc. for purchase of the Renzulli property.
- 1.2. Irrigation Water Well System at Pepper Drive School** 103
This is an information item. Action, if any, is at the discretion of the Board of Education.

Educational Services

- 2.1. Presentation on Digital Learning Initiative** 106
This is an information item. Any action is at the discretion of the Board of Education.
- 2.2. Adoption of 2014-15 Local Control Accountability Plan** 108
It is recommended that the Board of Education adopt the 2014-15 Local Control Accountability Plan.
- 2.3. Presentation on California Common Core State Standards 8th Grade Mathematics** 110
This is an information item. Any action is at the discretion of the Board of Education.

Business Services

- 3.1. Adoption of 2014-15 Santee School District Budget** 112
It is recommended that the Board of Education adopt the budget for the 2014-15 fiscal year as presented. Revisions to the budget will be brought back to the Board for approval following adoption of the State budget.
- 3.2. Adoption of Resolution No. 1314-24 Designating Use of Education Protection Account Funds for 2014-15** 114
It is recommended that the Board of Education adopt Resolution No. 1314-24 Designating Use of Education Protection Account funds for 2014-15 to pay a portion of unrestricted certificated teacher salaries.

Educational Services

- 4.1. Approval for Digital Learning Initiative:** 119
- **Devices for Students**
It is recommended that the Board of Education approve the purchase of iPads for students in grades 3-5.
- 4.2. Approval for Digital Learning Initiative:** 121
- **Hardware and Software Support for Student iPads**
 - **Mobile Device Management System**
 - **Tech Support MacBook Air Devices for Students**
It is recommended that the Board of Education approve the purchase of software and hardware needed for the Mobile Device Management and classroom presentation systems listed above.

4.3. <u>Approval for Digital Learning Initiative:</u>	
• <u>Safari Montage Digital Media System</u>	
It is recommended that the Board of Education approve the Safari Montage digital media system.	
4.4. <u>Approval for Digital Learning Initiative:</u>	129
• <u>Licensing Agreement with DreamBox Learning</u>	
It is recommended that the Board of Education approve the Licensing Agreement with DreamBox Learning for the term of July 1, 2014 through June 30, 2017.	
G. BOARD POLICIES AND BYLAWS	134
1.1. <u>First Reading: Board Policy Annual Review</u>	135
• BP 1312.1 Complaints Concerning District Employees	
• BP 4116 Probationary/Permanent Status	
• BP 4315.1 Competence in Evaluation and Instructional Methodologies	
• 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 are submitted for a first reading. No action is requested.	
1.2. <u>Second Reading: Board Policy 1312.3, "Uniform Complaint Procedure"</u>	147
Board Policy 1312.3, Uniform Complaint Procedure is presented for a second reading and it is recommended that the Board of Education approve the revised Board Policy.	
H. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS	150
I. CLOSED SESSION	151
1. <u>Conference with Labor Negotiator</u> (Gov. Code § 54956.8)	
Purpose: Negotiations	
Agency Negotiators: Tim Larson, Assistant Superintendent Karl Christensen, Assistant Superintendent	
Employee Organization: Santee Teachers Association (STA)	
2. <u>Conference with Labor Negotiator</u> (Gov. Code § 54956.8)	
Purpose: Negotiations	
Agency Negotiators: Tim Larson, Assistant Superintendent Karl Christensen, Assistant Superintendent	
Employee Organization: Classified School Employees Association (CSEA)	
3. <u>Public Employee Performance Evaluation</u> (Govt. Code § 54957)	
Superintendent	
J. RECONVENE TO PUBLIC SESSION	151
K. ADJOURNMENT	151

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 July 1, 2014 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 prior the meeting date.

Members present:

Fox
 Burns
 Ryan
 Levens-Craig
 El-Hajj

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

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

2. District Mission

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

3. Presentation of the Colors and Pledge of Allegiance

4. Approval of Agenda for the June 17, 2014 regular meeting

Agenda Item A.

Reports and Presentations Item B.1. Superintendent's Report
Prepared by Cathy A. Pierce, Ed.D.
June 17, 2014

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
2013-14
CUMULATIVE THROUGH JUNE 3, 2014

Residential Rate: \$1.98 per square foot over 500 - effective 6/17/12 - 5/4/14; \$2.08 per square foot - effective 5/5/14
Commercial Rate: \$0.32 per square foot - effective 6/17/12 - 5/4/14; \$0.33 per square foot - effective 5/5/14
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	11539 Woodside Terrace	07/08/13	2,047	\$4,053.06	PD
X		8549 Graves Ave (Lantern Crest Senior Care Facility)	07/29/13	110,712	(\$35,427.87)	PD
X		101 Town Center Plwy (Costco Wholesale)	09/12/13	1,616	\$517.12	RS
	X	9206 Inverness Rd	10/21/13	5,279	\$10,452.42	CO
	X	9224 Maranda Dr	11/14/13	641	\$1,269.18	CH
	X	11248 Huntingride Cir	01/06/14	880	\$1,742.40	PD
	X	628 Pepper Dr	01/17/14	2,213	\$4,381.74	PD
	X	626 Pepper Dr	01/17/14	2,087	\$4,132.26	PD
	X	9128 Shadow Hill Rd	01/22/14	4,030	\$7,979.40	PD
	X	9805 Medina Dr	01/23/14	537	\$1,063.26	CO
	X	8541 Dunwoodie Rd	03/07/14	786	\$1,556.28	CO
	X	310,320,330 Town Ctr Pkwy (Intergulf - JMR Parc one)	03/28/14	151,567	\$300,102.66	RS
X		310,320,330 Town Ctr Pkwy (Intergulf - JMR Parc one)	03/28/14	3,020	\$966.40	RS
	X	10357 Cadwell Rd	04/03/14	994	\$1,968.12	SC
	X	8626 Dunwoodie	05/16/14	812	\$1,688.96	CO
X		9920 Prospect Ave	06/03/14	632	\$205.56	PA
TOTAL PAGE 1					\$306,650.95	

*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 17, 2014						
Group	Location	Date	Days	Time	Attendance	Fees Applied
<u>Cajon Park</u> California District 41 Little League (Tournament Meeting)	Multi-Purpose	6/2/14 & 6/16/14	Monday	6:00 pm - 9:00 pm	50 - 60	
<u>Carlton Oaks</u> Pickwick Players (Theatre Rehearsals)	Classroom	7/1/14 - 8/16/14	Mon - Sat	9:00 am - 10:00 pm	20	

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

Santee School District
 ENROLLMENT REPORT
 6/13/2014
 Month 11 Week 1

SCHOOL	REGULAR ED														SPECIAL ED										Total All							
	TK	EAK 5yo	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	06/13/14	06/14/13	# Diff	% Diff	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	06/13/14	06/14/13	# Diff	% Diff	06/13/14	06/06/14	# Diff	
Cajon Park			107	117	108	96	116	110	121	111	105	991	984	7	0.7%	4	3	7	13	6	5	5	7	9	59	62	-3	-4.8%	1050	1053	-3	
Carlton Hills	23	25	51	49	43	41	46	39	49	65	62	493	513	-20	-3.9%	4	4	2	5	2	4	5	4	3	33	29	4	13.8%	526	530	-4	
Carlton Oaks			59	86	67	95	89	98	80	95	119	788	787	1	0.1%	8	5	6	6	5	5	4	8	7	54	53	1	1.9%	842	844	-2	
Chet F. Harritt	23	22	62	54	63	69	50	69	46	47	55	560	556	4	0.7%	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	560	561	-1
Hill Creek		24	71	76	71	83	78	90	94	68	80	735	739	-4	-0.5%	1	0	2	3	3	2	3	0	0	14	16	-2	-12.5%	749	749	0	
Pepper Drive			116	97	94	91	88	70	87	69	72	784	768	16	2.1%	0	0	0	0	0	0	0	0	6	6	10	-4	-40.0%	790	790	0	
Prospect Ave	22	23	65	81	62	57	64	47	58	47	47	573	575	-2	-0.3%	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	573	572	1	
Rio Seco			97	107	120	84	103	114	104	116	96	941	951	-10	-1.1%	4	3	8	4	6	5	6	8	8	52	43	9	20.9%	993	993	0	
Sycamore Canyon		24	45	50	57	55	38	44	44	0	0	357	318	39	12.3%	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	357	358	-1	
SUBTOTAL	68	118	673	717	685	671	672	681	683	618	636	6222	6191	31	0.5%	21	15	25	31	22	21	23	27	33	218	213	5	2.3%	6440	6,450	-10	
Alternative School			1	4	1	4	7	4	5	5	12	43	46	-3	-6.5%														43	43	0	
Santee Success									2	8	5	15	15	0	0.0%								1	1	1	1			16	13	3	
NPS												0	0						1		2	3		6	2	4	200.0%	6	6	0		
SUBTOTAL			1	4	1	4	7	4	7	13	17	58	61	-3	-4.9%	0	0	0	0	1	0	2	3	1	7	3	4	133.3%	65	62	3	
TOTAL	68	118	674	721	686	675	679	685	690	631	653	6280	6,252	28	0.4%	21	15	25	31	23	21	25	30	34	225	216	9	4.2%	6505	6,512	-7	

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

	PK	EAK 4yo	
Cajon Park	3	0	1053
Carlton Hills	0	0	526
Chet F. Harritt	0	0	560
Hill Creek	0	0	749

Schedule of Upcoming Events

Date	Event
June 17	Innovation Grant Fair; 6:00 p.m. (prior to Board meeting) Board Meeting; 7:00 p.m. (Adopt LCAP)
June 23	Foundation Meeting 6:00 p.m. @ District Office Conf Room
June 24-25	Eighth Grade Promotion Ceremonies
June 25	Last Day of School for Students
June 26	Foundation Golf Classic @ Carlton Oaks Country Club
July 1	Board Meeting; 7:00 p.m.
July 4	Holiday – District Offices Closed
July 15	No Board Meeting (Cancelled)
August 5	Board Meeting; 7:00 p.m.
August 19	Board Meeting; 7:00 p.m.
August 25	First Day of School for Students
September 1	Labor Day Holiday – District Offices Closed
September 2	Board Meeting; 7:00 p.m.

Reports and Presentations Item B.2. Junior Olympics: Appreciation to Kiwanis and Santee Teachers

Prepared by Dr. Cathy Pierce
June 17, 2014

BACKGROUND:

The Santee Kiwanis Club has provided the Junior Olympics event for our students for over 30 years. Each year, on the first Saturday in June, one of the local high schools is inundated with students from Santee School District who have worked diligently with their classroom teachers to compete in a variety of track and field events. The Junior Olympics is open for all students in grades 4 through 8 and the Kiwanians make sure that each and every participant receives a participation ribbon.

Kiwanis members always report that the Junior Olympics would not be the successful event that it is without the support of the District's classroom teachers who use P.E. time and recess for the trials and attend the Saturday event to support their students.

Tonight, the Board would like to recognize and thank the Santee Kiwanis for their outstanding contribution to the students of Santee School District in sponsoring and orchestrating the annual Junior Olympics event.

The Board would also like to recognize the contributions of teachers who support the Junior Olympics event. The following teachers represent all of their schools' teachers who actively participate in the preparation and some who lead the charge at their site to organize their schools' participation and their students' involvement:

Cajon Park

Cathy Tolnay
Kristen Eveland
Jack Ekdorn
Bruce Jennings

Hill Creek

Jonathan Zoehrer Cindy Journeay
Stephanie Pannasch Laura Goldman
Chris Kelly Cindy Wittbrodt

Carlton Hills

Chris Stanley
Betsy Filipponi

PRIDE Academy

Cindi Schulze
Joe Kemery

Carlton Oaks

Angela Panfili Tracy Fox
Naomi Daft Lyn McGrael
Marci Gross Lori Meaux
Jennifer Johnson Luke Towne
Lindsay Benedetto

Rio Seco

Heather Glanz Celina Register
Alicen Boulais Kristen Mazzola
Kay O'Hanlon Jon Conway
Marc Robbins

Chet F. Harritt

Jeff Lamb Lilah Onners
Helen Rosati Ramona Lampe
Richard Mitchell

Sycamore Canyon

Kelly Eveland
Candace Ginn

Pepper Drive was unable to participate this year due to field availability during construction of their new junior high building. However, each year junior high teacher Barb DeBarrows has brought Pepper Drive students fully prepared and very eager to participate. Even though Pepper Drive was not able to participate, Barb DeBarrows represented Santana High School and worked tirelessly with the Kiwanis Club through the entire event.

The Board and the Kiwanis Club know this is not an inclusive list of the teachers that support the Junior Olympics every year and wish to acknowledge and thank all teachers who support this annual inter-mural opportunity for students.

Agenda Item B.2.

BACKGROUND:

The Parent Teacher Association (PTA), comprised of a group of dedicated volunteers, is an integral part of our school community. Each school's PTA works hard to provide interesting and valuable programs at their schools, but also advocates for all children with their one voice. PTA's focus is always on the education, health, safety, and well-being of children.

The PTA presidents at each school work diligently encouraging parent participation in their children's education and school activities and building effective family-school partnerships.

Tonight, the Board would like to recognize and thank the PTA presidents of Santee School District who are a part of the "heart" of each school.

Cajon Park
Meressa Kauffman

Pepper Drive
Barbie Smith

Carlton Hills
Celeste Conley

PRIDE Academy
Marie Purdy

Carlton Oaks
Mireya Doud

Rio Seco
Colleen Peterson

Chet F. Harritt
Kimberli Crook

Sycamore Canyon
Kris Drake

Hill Creek
Amanda Nelson

Tierra del Sol Council President
Cindy Walker

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 HEARING Item D.

Agenda Item D.

BACKGROUND:

Proposition 30, *The Schools and Local Public Safety Protection Act of 2012*, approved by the voters on November 6, 2012, temporarily increases the state’s sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers. The revenues generated by Proposition 30 were instrumental in avoiding further cuts to State Aid for K-14 public education but did not provide additional revenue for school districts.

The revenues generated from Proposition 30 are deposited into a state account called the Education Protection Account (EPA). School districts, county offices of education, and charter schools (LEAs) will receive funds from the EPA based on their proportionate share of the statewide revenue limit amount, which includes charter school general purpose funding. A corresponding reduction is made to an LEA’s revenue limit or charter school general purpose state aid equal to the amount of their EPA entitlement. Proposition 30 specifies that EPA funds may not be used for salaries and benefits of administrators or any other administrative costs.

In accordance with the provisions of Proposition 30, each LEA must hold a public hearing signifying the use of EPA funds.

The Santee School District estimates that it will receive \$5,730,321 in EPA funds for the 2014-15 fiscal year. All of these funds will be used to pay a portion of unrestricted certificated teacher salaries as more fully described below:

Description	Fiscal Year:	2014-15	
	Estimate as of:	Adopted Budget	
		Sources	Uses
Estimated Total LCFF Funding		42,150,776	
Less: Estimated Property Tax Funded Portion of LCFF Funding		10,710,694	
Estimated Total State Aid Portion of LCFF Funding		31,440,082	
Less: Estimated Amount to be Received from Education Protection Account		5,730,321	
Difference		25,709,761	
Total Unrestricted Certificated Teacher Salaries (Object 1100-000, Function 1000)		17,962,695	
Less: Amount to be paid from Education Protection Account Proceeds		5,730,321	
Amount to be paid from other Unrestricted General Fund Sources		12,232,374	

The public hearing should convene and permit any interested citizens to raise questions or to provide input on the use of Education Protection Account Funds in 2014-15.

Agenda Item D.1.

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 Cathy A. Pierce, Ed.D.
June 17, 2014

BACKGROUND:

Presented for Board approval –

- June 3, 2014, 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**

June 3, 2014
MINUTES

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

A. OPENING PROCEDURES

1. Call to Order and Welcome

President Fox called the meeting to order at 7:00 p.m.

Members present:

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

Administration present:

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

2. President Fox invited the audience to recite the District Mission and then invited Member Ryan to lead the members, staff, and audience in the Pledge of Allegiance.
3. Approval of Agenda

It was moved and seconded to approve the agenda.

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

Fox Aye
Burns Aye
Ryan Aye

Levens-Craig Aye
El-Hajj Aye

B. REPORTS AND PRESENTATIONS

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

2. Spotlight on Learning: Eighth Grade Student Academic Achievement Awards

Dr. Stephanie Pierce introduced students from each school who achieved academic excellence during the current school year and were chosen to participate in this competition by their 8th grade teachers in collaboration with the school principal. 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 a speech, and take a comprehensive algebra test. The participating students were:

Cajon Park
Brianna Tursellino
Heather Willis

Chet F. Harritt
Shane Douty
McKinsie Erwin

PRIDE Academy
Gracyn Rohlfs
Angellina Sequin

Carlton Hills
Joseph O'Malley
April Tea

Hill Creek
Sophie Burns
Raquel Gassmann

Rio Seco
Charlee Melendez
Serene Silva

Carlton Oaks
Christine Tran
Brittany Woods

Pepper Drive
Samantha Deus
Parker Partain

Each student received a scholar ribbon. Following the introductions, the top scholar in each academic area was announced:

Speech – Brianna Tursellino, Cajon Park
Writing – Christina Tran, Carlton Oaks
Mathematics – Joseph O'Malley from Carlton Hills

Mike Clinkenbeard, Santee School District Foundation President, presented the mathematics winner with the \$100 Barbara Ramsey Scholarship check.

The overall winner of the competition was Brittany Woods. John Olson, Chamber of Commerce President and CEO, presented Brittany with a \$100 scholarship check on behalf of the Santee Chamber of Commerce. John Minto, Santee City Councilman, read a proclamation from the City of Santee proclaiming June 4, 2014 as Brittany Woods' Day in the City of Santee.

Following the Academic Achievement Awards, the Board took a short break for a reception honoring all of the participating students.

C. PUBLIC COMMUNICATION

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

D. PUBLIC HEARINGS

1. Local Control Accountability Plan (LCAP)

President Fox opened the public hearing on the Local Control Accountability Plan (LCAP). There were no public comments. The public hearing was closed.

2. 2014-15 Santee School District Budget

President Fox opened the public hearing on the 2014-15 Santee School District Budget. There were no comments. The public hearing was closed.

E. CONSENT ITEMS

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

- 1.1. **Approval of Minutes**
- 2.1. **Approval/Ratification of Travel Requests**
- 2.2. **Acceptance of Donations**
- 2.3. **Approval of Consultants and General Service Providers**
- 2.4. **Approval/Ratification of Expenditure Transactions Charged to District Issued Purchasing Cards (P-Cards) - pulled for separate consideration**
- 2.5. **Adoption of Resolution No. 1314-38, to Establish Temporary Interfund Transfers**
- 2.6. **Approval of 2014-15 Student Accident Insurance**
- 2.7. **Approval of Transportation Agreements with the Boys & Girls Club of East County and the City of Santee**
- 2.8. **Approval of Long-Term Use of Facilities Agreement with Christ the King Lutheran Church for Use of Carlton Hills School for the 2014-15 Fiscal Year**

- 3.1. **Approval of Personnel Agreement with Grossmont Union High School District for the 2014-15 Santee School District Spanish I Program – *pulled for separate consideration***
- 3.2. **Ratification of Nonpublic Agency Master Contract with ProCareTherapy, Inc. for Gross Motor Services**
- 3.3. **Approval of 2014-15 Annual Agreement with “Project Lead the Way” – pulled for separate consideration**
- 4.1. **Personnel, Regular – *pulled for separate consideration***
- 4.2. **Adoption of Resolution No. 1314-37 to Eliminate a Vacant Classified Non-Management Position**

It was moved and seconded to approve Consent Items with the exception of E.2.4., E.3.1., E.3.3., E.4.1., which were pulled for separate consideration.

Motion:	Ryan	Fox	Aye	Levens-Craig	Aye
Second	Burns	Burns	Aye	El-Hajj	Aye
Vote:	5-0	Ryan	Aye		

2.4. Approval/Ratification of Expenditure Transactions Charged to District Issued Purchasing Cards (P-Cards) – (pulled by Member Burns for separate consideration)

Member Burns mentioned seeing the purchase of apps on the expenditure report and inquired on the District’s policies and procedures on their purchase. He clarified he wanted to make sure what was being purchased was adequate and asked if using the p-card was the proper source to use for purchasing. Superintendent Pierce explained only management has p-cards and there are policies and procedures they must follow. Teachers do not have p-cards. Dr. S. Pierce explained the teachers have District iTunes accounts and can download free apps. They require approval to purchase apps. If they do purchase an instructional app using their personal iTunes account, they understand that it is being donated to the District on their behalf. As educators, they are being entrusted to use their judgment on what they purchase. An inappropriate purchase would be cause for disciplinary action. Member Burns asked that the policies and procedures for purchase of apps be placed on the agenda for future discussion. He moved approval.

Motion:	Burns	Fox	Aye	Levens-Craig	Aye
Second	Ryan	Burns	Aye	El-Hajj	Aye
Vote:	5-0	Ryan	Aye		

3.1. Approval of Personnel Agreement with Grossmont Union High School District for the 2014-15 Santee School District Spanish I Program (pulled by Member Burns for separate consideration)

Member Burns asked if the District had inquired on using our own teachers to offer this as a zero period for students to avoid having to contract with Grossmont Union High School District for these services. Member Ryan inquired on the number of students who enroll and finish the course; and if the students finishing the course are enrolling in a second year of Spanish in high school. Dr. S. Pierce mentioned commitment and transportation are common barriers for not completing the program. Member Levens-Craig mentioned some parents have expressed their concern about one period not being sufficient instructional time and that the start/end time makes it difficult to be able to transport the students. Member Burns moved for approval.

Motion:	Burns	Fox	Aye	Levens-Craig	Aye
Second	Ryan	Burns	Aye	El-Hajj	Aye
Vote:	5-0	Ryan	Aye		

3.3. Approval of 2014-15 Annual Agreement with “Project Lead the Way” (pulled by Member Levens-Craig for separate consideration)

Member Levens-Craig mentioned it is unfortunate for the students at Chet F. Harritt that West Hills does not have Project Lead the Way. She asked administration to inquire on articulation of the program with Grossmont Union High School District and to make the students aware of which

high schools offer the program, as this would allow students to continue in the S.T.E.A.M. program at the high school level. She mentioned all of the students at Santana High School who were successful in completing the program were admitted to San Diego State University's engineering program. Member Levens-Craig moved for approval of the agreement.

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

4.1. Personnel, Regular (pulled by Member Burns for separate consideration)

Member Burns explained Item 4.1. was pulled from consent to acknowledge and welcome Michael Olander to the Santee family. Member Burns moved approval.

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

F. DISCUSSION AND/OR ACTION ITEMS

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

2.1. Approval of Monthly Financial Report

Karl Christensen provided the financial report for cash and budget revision transactions through April 30, 2014. The month of April ended with a balance of \$8.5 million. He explained the budget revisions report was updated to show the estimated actuals that would be part of the budget being adopted at the June 17 meeting. The adopted budget will include the estimated actuals for 2013-14. Mr. Christensen explained this includes some use of Common Core funds this year and the remaining being used next year. It is projected the ending reserve for 2013-14 will be 23.37%. The projected ending reserve for 2014-15 and 2015-16 are reflected in the 2014-15 adopted budget. He mentioned that the adopted budget will include 2016-17 in the multi-year projections. Member Ryan moved to approve the Monthly Financial Report.

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

G. BOARD POLICIES AND BYLAWS

1.2 First Reading: Board Policy 1312.3, "Uniform Complaint Procedure"

The Board of Education reviewed revisions to BP 1312.3 in a first reading. No action was taken and BP 1330 will return for a second reading and request for approval.

H. BOARD COMMUNICATION

Superintendent Pierce presented a draft of the responses to the Grand Jury Report: "School Security – There Is No Greater Purpose" and asked for changes and/or suggestions from the Board. Member Ryan expressed her concern on some of the language and inquired if a template had been provided. Superintendent Pierce explained the San Diego County Office of Education provided a template and guidance on the Grand Jury reports and that the report requires specific language (agree, disagree, or partially agree). Superintendent Pierce mentioned there are two additional reports that will be brought forth for the Board's review.

Superintendent Pierce shared the proposed Declaration of Promotion language and mentioned Board member names would be included on the program and cards with the language would be available at the ceremony. The Board had no changes to the language.

Superintendent Pierce extended the Board an invitation to the Innovation Grant Fair on June 17 from 6:00 – 6:45 p.m., prior to the start of the Board meeting. The Board asked that an invitation be extended to the Santee School District Foundation Board members. She also shared this year's CSBA Annual

Conference is taking place on Sunday, December 14 – Tuesday, December 16, in San Francisco. Members Ryan and Levens-Craig will be attending.

Member El-Hajj mentioned she would be late to the June 17 Board of Education meeting. As she would be attending a STEAM demonstration being presented to the La Mesa-Spring Valley School District Board. Member El-Hajj asked if the adoption of the budget could be moved to the end of the agenda.

Member Levens-Craig shared attending the patriot program at Rio Seco and the Farmer's Market at Cajon Park. She shared the Cajon Park's first grade students were learning about vegetables, how they grow, and healthy eating. Member Levens-Craig thanked Cathy Abel, Child Nutrition Director, for bringing this opportunity to the District. She mentioned looking forward to attending the writer's celebration at PRIDE and the spring festival at Pepper Drive.

President Fox shared attending the majority of the teacher iPad distribution ceremonies at the schools sites.

I. CLOSED SESSION

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

1. Conference with Labor Negotiator (Gov't Code § 54956.8)
Agency Negotiators: Karl Christensen, Assistant Superintendent; and Tim Larson, Assistant Superintendent
Employee Organization: Santee Teachers Association
2. Conference with Labor Negotiator (Govt Code § 54956.8)
Agency Negotiators: Karl Christensen, Assistant Superintendent; and Tim Larson, Assistant Superintendent
Employee Organization: Classified School Employees Association
3. Public Employee Performance Evaluation (Govt Section § 54957)
Superintendent

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

J. RECONVENE TO PUBLIC SESSION

The Board reconvened to public session at 9:15 p.m. No action was reported.

K. ADJOURNMENT

The April 1, 2014 regular meeting adjourned at 9:15 p.m.

Barbara Ryan, Clerk

Cathy A. Pierce, Ed.D., Secretary

BACKGROUND:

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

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

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

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

RECOMMENDATION:

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

This recommendation supports the following District goal:

Staff Development

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

FISCAL IMPACT:

The estimated travel expenses are \$7,376, with additional substitute costs of \$105, as disclosed on the following page.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.1.

Board Travel Report - June 17, 2014

Travel Dates	Attendees	Site or Dept.	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Travel
Tuesday, 05/27/14	Joseph Kemery	PRIDE	Teacher of the Year Leadership Summi	San Diego	\$105	\$208	PRIDE Academy	This event was focused on developing and expanding instructional leadership skills.
Thursday, 06/19/14	Karl Christensen Tory Long	Business Business	Audit Challenge	Orange, CA	\$0 \$0	\$175 \$175	Business Services Business Services	This workshop will provide updates and new considerations relating to the annual audit process.
Various Dates 07/30/14 - 02/03/15	Terry Heck Andrew Johnston	CH CFH	Principal Leadership Institute	SDCOE	\$0 \$0	\$409 \$409	Title I Title I	This is a 5-day leadership institute for administrators focusing on creating a learning-centered culture and strengthening instructional leadership capacity.
Mon-Wed, 07/07/14 - 07/09/14	Jennifer Rolf Sarah Mowrey Cindi Schulze Allwyn Gazi Larry Barbary Pam Mitchell	PD PD PRIDE CP CP CO	2014 Algebra Readiness Common Core Institute	San Diego	\$0 \$0 \$0 \$0 \$0 \$0	\$500 \$500 \$500 \$500 \$500 \$500	Title I / GATE Title I / GATE Title I / GATE Title I / GATE Title I / GATE Title I / GATE	This is an interactive institute providing instructional techniques and strategies aligned with the Common Core State Standards.
Thurs-Sat, 07/10/14 - 07/12/14	Elizabeth McCune Michelle Ross Robynn Bennett Anne Coman Penny Hoogeveen Lindsay Benedetto	CH CH CH CH CO CO	2014 Connecting Number and Operations in the Classroom	San Diego	\$0 \$0 \$0 \$0 \$0 \$0	\$500 \$500 \$500 \$500 \$500 \$500	Title I / GATE Title I / GATE Title I / GATE Title I / GATE Title I / GATE Title I / GATE	This is an interactive institute providing instructional techniques and strategies aligned with the Common Core State Standards.
Travel Requests That Require Airfare, Overnight Stay, and/or Travel Outside of the State of California								
NONE								

BACKGROUND:

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

Commercial Warrants issued for the period of May 2014:

<u>Fund #/Name</u>	<u>Warrant #'s</u>	<u>Amount</u>
03/06 General	12-308309 TO 12-318150	\$393,177.47
09 00	N/A	\$0.00
12 06	12-317309	\$134.42
13 00	12-308382 TO 12-318154	\$113,205.02
14 00	12-308404 TO 12-318155	\$43,104.46
21 09	N/A	\$0.00
21 39 / 21 08	12-308406 TO 12-318160	\$134,547.81
25 18	12-314267 TO 12-317312	\$498.44
25 38	N/A	\$0.00
35-00	N/A	\$0.00
40-00	12-312819	\$1,077.03
63 00	12-308410 TO 12-317318	\$9,327.38
		\$695,072.03

Student Body Warrants issued for the period of May 2014:

\$1,500.00

Payroll Warrant #'s beginning 10-215504 through 10-216305 and 10-337694 through 10-337750:

<u>Fund #/Name</u>	<u>Amount</u>
03 00	\$2,898,444.48
06 00	\$786,505.10
12 06	\$19,786.88
13 00	\$91,463.24
25-18	\$0.00
63 00	\$161,615.50
\$3,957,815.20	

RECOMMENDATION:

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

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact of commercial, student body, and payroll expenditure warrants total \$4,654,387.23 and is disclosed above.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.2.

BACKGROUND:

A numerical listing of purchase orders, including the date issued, the name of the vendor, a general description of items requested, and the anticipated cost of the purchase is attached for the review and approval of the Board of Education. Actual copies of the purchase orders are available for review upon request. As a part of the report, any payment to vendors that increases the amount of the purchase order by 10% or more, or change orders that increase the amount of the bid, will be presented for Board approval/ratification. The table below is a summary of total purchase orders by location for the month of May 2014:

AMOUNT	LOCATION
\$ 24,973.14	PEPPER DRIVE SCHOOL
\$ 31,064.96	CARLTON HILLS SCHOOL
\$ 2,536.79	SYCAMORE CANYON SCH
\$ 11,364.70	PROSPECT AVENUE SCH
\$ 9,245.81	CAJON PARK SCHOOL
\$ 3,259.38	CHET F HARRITT SCH
\$ 17,667.93	CARLTON OAKS SCHOOL
\$ 9,976.72	RIO SECO SCHOOL
\$ 557.54	HILL CREEK SCHOOL
\$ 3,280.66	SUPERINTENDENT DEPT
\$ 9,792.06	BUSINESS SERVICES
\$ 267.75	HUMAN RESOURCES
\$ 26,315.00	EDUCATIONAL SERVICES
\$ 2,115.72	SPECIAL EDUCATION
\$ 728.26	PUPIL SERVICES
\$ 9,436.41	PROJECT SAFE
\$ 16,954.70	TECHNOLOGY SERVICES
\$ 11,574.06	MAINTENANCE
\$ 5,494.77	TRANSPORTATION
\$ 38,239.22	FACILITIES MODERNIZATION
\$ 10,666.39	WAREHOUSE
\$245,511.97	Total Purchase Orders – May 2014

RECOMMENDATION:

Administration recommends approval of purchase orders #131817 through #132049 issued May 1, 2014 through May 31, 2014.

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact of \$245,511.97 is disclosed on the following pages.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.3.

LOCATION LIST 2013-14

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

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

Fund Numbers

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

M = Monthly Blanket
A = Annual Blanket
L = Lottery

PURCHASE ORDER EXCEEDED BY 10%
FOR THE MONTH OF MAY 2014

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
130035	6/25/2013	03	AT&T / CALNET 2	097	ANNUAL AGREEMENT	\$29,450.00
			C-60 ACCT - DISTRICT PHONE CHARGES		INCREASED ANNUAL AGREEMENT	\$14,000.00
					NEW TOTAL	\$43,450.00
130047	6/25/2013	03	SPRINT	097	ANNUAL AGREEMENT	\$27,600.00
			INCREASES DUE TO DELAYED E-RATE PAYMENT		INCREASED ANNUAL AGREEMENT	\$6,000.00
					NEW TOTAL	\$33,600.00

PURCHASE ORDER LISTING - MAY 2014
BY SITE

PO NBR	DATE	FUND	VENDOR	DESCRIPTION	AMOUNT	LOC	LOCATION
131835	5/5/2014	6	UNIVERSITY OF ARIZONA (THE)	REGISTRATION FEES	\$ 100.00	002	PEPPER DRIVE SCHOOL
131845	5/7/2014	6	SEHI COMPUTER PRODUCTS INC	PROJECTORS - PD	\$ 2,466.72	002	PEPPER DRIVE SCHOOL
131846	5/7/2014	6	TROXELL COMMUNICATIONS INC	DOCUMENT CAMERA - PD	\$ 918.00	002	PEPPER DRIVE SCHOOL
131847	5/7/2014	6	LIGHTSPEED TECHNOLOGIES INC	ELECTRONIC EQUIPMENT - PD	\$ 3,748.68	002	PEPPER DRIVE SCHOOL
131861	5/7/2014	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$ 307.16	002	PEPPER DRIVE SCHOOL
131899	5/19/2014	3	AMAZON.COM	CLASSROOM SUPPLIES	\$ 97.19	002	PEPPER DRIVE SCHOOL
131900	5/19/2014	3	HANGSAFE HOOKS	PE SUPPLIES	\$ 1,356.10	002	PEPPER DRIVE SCHOOL
131901	5/19/2014	3	GW GRAPHICS	SUPPLIES	\$ 2,108.84	002	PEPPER DRIVE SCHOOL
131907	5/19/2014	6	HEINEMANN	CLASSROOM MATERIALS	\$ 1,115.10	002	PEPPER DRIVE SCHOOL
131908	5/19/2014	6	FLINN SCIENTIFIC INC	CLASSROOM MATERIALS	\$ 3,379.52	002	PEPPER DRIVE SCHOOL
131913	5/19/2014	3	MIXED BAG	FUNDRAISER - PD	\$ 1,181.96	002	PEPPER DRIVE SCHOOL
131919	5/20/2014	6	SEHI COMPUTER PRODUCTS INC	COMPUTERSQ	\$ 2,984.16	002	PEPPER DRIVE SCHOOL
131944	5/22/2014	6	DELL MARKETING L.P.	PRINTER	\$ 364.59	002	PEPPER DRIVE SCHOOL
131945	5/22/2014	6	DELL MARKETING L.P.	PRINTER	\$ 237.11	002	PEPPER DRIVE SCHOOL
131946	5/22/2014	6	DELL MARKETING L.P.	COMPUTER	\$ 2,807.92	002	PEPPER DRIVE SCHOOL
131949	5/22/2014	6	CDW GOVERNMENT INC	ELECTRONIC REPLACEMENT PARTS	\$ 202.72	002	PEPPER DRIVE SCHOOL
131972	5/23/2014	3	KIDCARPET.COM - KFS	CLASSROOM SUPPLIES	\$ 301.32	002	PEPPER DRIVE SCHOOL
131982	5/23/2014	6	LAKESHORE	CLASSROOM MATERIALS	\$ 500.00	002	PEPPER DRIVE SCHOOL
132026	5/28/2014	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$ 296.05	002	PEPPER DRIVE SCHOOL
132033	5/29/2014	6	LAKESHORE	CLASSROOM MATERIALS	\$ 500.00	002	PEPPER DRIVE SCHOOL
					TOTAL \$	24,973.14	PEPPER DRIVE SCHOOL
131823	5/1/2014	3	SCHOLASTIC BOOK FAIRS INC	CLASSROOM MATERIALS	\$ 294.95	003	CARLTON HILLS SCHOOL
131829	5/2/2014	3	ZAG ENTERPRIZES	FUNDRAISER - CH	\$ 686.40	003	CARLTON HILLS SCHOOL
131837	5/5/2014	3	DISNEY DESTINATIONS	ADMISSIONS	\$ 4,885.00	003	CARLTON HILLS SCHOOL
131840	5/6/2014	3	JONES SCHOOL SUPPLY CO INC	SUPPLIES	\$ 102.33	003	CARLTON HILLS SCHOOL
131860	5/7/2014	3	VAN OMMERING DAIRY	ADMISSIONS	\$ 348.00	003	CARLTON HILLS SCHOOL
131881	5/9/2014	6	HEINEMANN	CLASSROOM MATERIALS	\$ 3,097.50	003	CARLTON HILLS SCHOOL
131882	5/9/2014	6	AMAZON.COM	SUPPLIES	\$ 99.13	003	CARLTON HILLS SCHOOL
131906	5/19/2014	6	HEINEMANN	CLASSROOM MATERIALS	\$ 2,899.26	003	CARLTON HILLS SCHOOL
131910	5/19/2014	6	BOOKSOURCE (THE)	CLASSROOM MATERIALS	\$ 897.20	003	CARLTON HILLS SCHOOL
131964	5/22/2014	6	CDW GOVERNMENT INC	ELECTRONIC REPLACEMENT PARTS	\$ 1,266.62	003	CARLTON HILLS SCHOOL
131965	5/22/2014	6	DELL MARKETING L.P.	PRINTER TONER	\$ 576.57	003	CARLTON HILLS SCHOOL
131988	5/23/2014	6	STANFORD UNIVERSITY	ON-LINE CLASS REGISTRATION FEE	\$ 125.00	003	CARLTON HILLS SCHOOL
132022	5/28/2014	6	CCS PRESENTATION SYSTEMS INC	SMART BOARD PROJECTORS	\$ 15,787.00	003	CARLTON HILLS SCHOOL
					TOTAL \$	31,064.96	CARLTON HILLS SCHOOL
131876	5/9/2014	3	CDW GOVERNMENT INC	PARTS/REPLACEMENT	\$ 242.44	004	SYCAMORE CANYON SCH
131898	5/19/2014	3	JUNIOR ACHIEVEMENT	ADMISSIONS	\$ 1,602.00	004	SYCAMORE CANYON SCH
131905	5/19/2014	3	BIRCH AQUARIUM AT SCRIPPS	ADMISSIONS	\$ 432.00	004	SYCAMORE CANYON SCH
132032	5/29/2014	3	LAKESHORE LEARNING MATERIALS	CLASSROOM MATERIALS	\$ 53.08	004	SYCAMORE CANYON SCH
132034	5/29/2014	3	WILLIAM V MACGILL & COMPANY	HEALTH OFFICE SUPPLIES	\$ 83.46	004	SYCAMORE CANYON SCH

132035	5/29/2014	3	IMAGESTUFF.COM	STUDENT ATTENDANCE INCENTIVES	\$	90.76	004	SYCAMORE CANYON SCH
132036	5/29/2014	3	SMILE MAKERS	HEALTH OFFICE SUPPLIES	\$	33.05	004	SYCAMORE CANYON SCH
				TOTAL	\$	2,536.79		SYCAMORE CANYON SCH
131828	5/2/2014	3	AQUATICA SAN DIEGO GRP PROG.	ADMISSIONS	\$	1,140.00	005	PROSPECT AVENUE SCH
131831	5/2/2014	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$	131.90	005	PROSPECT AVENUE SCH
131909	5/19/2014	6	ANSMAR PUBLISHERS INC	CLASSROOM MATERIALS	\$	908.60	005	PROSPECT AVENUE SCH
131912	5/19/2014	12	6 MAINTEX INC	CUSTODIAL SUPPLIES	\$	67.24	005	PROSPECT AVENUE SCH
131948	5/22/2014	6	SEHI COMPUTER PRODUCTS INC	COMPUTER	\$	746.04	005	PROSPECT AVENUE SCH
131967	5/23/2014	12	6 SEHI COMPUTER PRODUCTS INC	COMPUTERS	\$	1,492.08	005	PROSPECT AVENUE SCH
131968	5/23/2014	12	6 DELL MARKETING L.P.	PRINTER	\$	237.11	005	PROSPECT AVENUE SCH
131970	5/23/2014	6	TECH4LEARNING	SOFTWARE SUBSCRIPTIONS	\$	1,000.00	005	PROSPECT AVENUE SCH
131973	5/23/2014	12	6 SCHOOL SPECIALTY, INC	CLASSROOM MAERIALS	\$	74.91	005	PROSPECT AVENUE SCH
131974	5/23/2014	12	6 LAKESHORE LEARNING MATERIALS	CLASSROOM MATERIALS	\$	101.41	005	PROSPECT AVENUE SCH
131975	5/23/2014	12	6 LAKESHORE LEARNING MATERIALS	CLASSROOM MATERIALS	\$	97.89	005	PROSPECT AVENUE SCH
131976	5/23/2014	12	6 LAKESHORE LEARNING MATERIALS	CLASSROOM MATERIALS	\$	76.69	005	PROSPECT AVENUE SCH
131977	5/23/2014	12	6 LAKESHORE LEARNING MATERIALS	CLASSROOM MATERIALS	\$	61.94	005	PROSPECT AVENUE SCH
131978	5/23/2014	12	6 LAKESHORE LEARNING MATERIALS	CLASSROOM MATERIALS	\$	62.52	005	PROSPECT AVENUE SCH
131983	5/23/2014	6	THE TREE HOUSE INC	OFFICE SUPPLIES	\$	634.50	005	PROSPECT AVENUE SCH
131986	5/23/2014	6	BENCHMARK EDUCATION CO	CLASSROOM MATERIALS	\$	2,271.50	005	PROSPECT AVENUE SCH
131989	5/23/2014	3	6 HEINEMANN	CLASSROOM MATERIALS	\$	1,643.50	005	PROSPECT AVENUE SCH
132001	5/27/2014	3	MAINTEX INC	CUSTODIAL SUPPLIES - SUMMER	\$	301.19	005	PROSPECT AVENUE SCH
132002	5/27/2014	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$	239.45	005	PROSPECT AVENUE SCH
132015	5/28/2014	3	AWARDS BY NAVAJO	CUSTOM AWARDS	\$	76.23	005	PROSPECT AVENUE SCH
				TOTAL	\$	11,364.70		PROSPECT AVENUE SCH
131848	5/7/2014	3	CDW GOVERNMENT INC	ELECTRONIC EQUIP. REPAIRS	\$	275.85	006	CAJON PARK SCHOOL
131940	5/22/2014	3	DISNEY DESTINATIONS	ADMISSIONS	\$	8,410.00	006	CAJON PARK SCHOOL
132024	5/28/2014	3	SCHOLASTIC BOOK FAIRS - 10	BOOK FAIR - CP	\$	559.96	006	CAJON PARK SCHOOL
				TOTAL	\$	9,245.81		CAJON PARK SCHOOL
131824	5/1/2014	3	AMAZON.COM	MAGAZINE RACK	\$	127.31	007	CHET F HARRITT SCH
131862	5/8/2014	3	CDW GOVERNMENT INC	ELECTRONIC EQUIPMENT	\$	260.52	007	CHET F HARRITT SCH
131872	5/9/2014	3	HERITAGE TOURS OF SAN DIEGO	ADMISSIONS	\$	306.00	007	CHET F HARRITT SCH
131879	5/9/2014	3	LEGO EDUCATION	CLASSROOM MATERIALS	\$	1,885.79	007	CHET F HARRITT SCH
131883	5/9/2014	6	AMAZON.COM	CLASSROOM SUPPLIES	\$	160.64	007	CHET F HARRITT SCH
131887	5/12/2014	3	4ALLPROMOS	SUPPLIES	\$	200.88	007	CHET F HARRITT SCH
131911	5/19/2014	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$	95.10	007	CHET F HARRITT SCH
131956	5/22/2014	6	AMAZON.COM	CLASSROOM SUPPLIES	\$	22.14	007	CHET F HARRITT SCH
131957	5/22/2014	6	LAKESHORE LEARNING MATERIALS	CLASSROOM MATERIALS	\$	26.59	007	CHET F HARRITT SCH
131962	5/22/2014	3	DELL MARKETING L.P.	PRINTER TONER	\$	174.41	007	CHET F HARRITT SCH
				TOTAL	\$	3,259.38		CHET F HARRITT SCH
131817	5/1/2014	3	DISNEY DESTINATIONS	ADMISSIONS	\$	8,635.00	008	CARLTON OAKS SCHOOL
131830	5/2/2014	3	AQUATICA SAN DIEGO GRP PROG.	ADMISSIONS	\$	2,595.00	008	CARLTON OAKS SCHOOL
131832	5/2/2014	3	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	\$	250.00	008	CARLTON OAKS SCHOOL
131868	5/8/2014	3	DELL MARKETING L.P.	PRINTER TONER	\$	142.60	008	CARLTON OAKS SCHOOL
131870	5/9/2014	3	ZOOLOGICAL SOCIETY OF	ADMISSIONS	\$	80.00	008	CARLTON OAKS SCHOOL

131880	5/9/2014	3	CPM EDUCATIONAL PROGRAM	CLASSROOM MATERIALS	\$	549.46	008	CARLTON OAKS SCHOOL
131915	5/20/2014	3	B&H PHOTO & VIDEO	ELECTRONIC EQUIPMENT	\$	669.55	008	CARLTON OAKS SCHOOL
131943	5/22/2014	3	DELL MARKETING L.P.	PRINTER TONER	\$	117.98	008	CARLTON OAKS SCHOOL
131985	5/23/2014	3	ORIENTAL TRADING COMPANY INC	SUPPLIES	\$	232.72	008	CARLTON OAKS SCHOOL
131987	5/23/2014	3	HEINEMANN	CLASSROOM MATERIALS	\$	3,665.12	008	CARLTON OAKS SCHOOL
132014	5/28/2014	3	LAKESHORE LEARNING MATERIALS	CLASSROOM SUPPLIES	\$	392.58	008	CARLTON OAKS SCHOOL
132030	5/29/2014	3	TASSEL DEPOT	SUPPLIES	\$	251.92	008	CARLTON OAKS SCHOOL
132031	5/29/2014	3	IDENT-A-KID SERVICES OF AM	SUPPLIES	\$	86.00	008	CARLTON OAKS SCHOOL
					TOTAL	\$	17,667.93	CARLTON OAKS SCHOOL
131902	5/19/2014	3	EAST COUNTY FAMILY YMCA	ADMISSIONS	\$	660.00	009	RIO SECO SCHOOL
131903	5/19/2014	3	ZOOLOGICAL SOCIETY OF	ADMISSIONS	\$	300.00	009	RIO SECO SCHOOL
131933	5/21/2014	3	6 LEGO EDUCATION	CLASSROOM MATERIALS	\$	917.43	009	RIO SECO SCHOOL
131939	5/22/2014	3	EAST COUNTY FAMILY YMCA	ADMISSIONS	\$	580.00	009	RIO SECO SCHOOL
131941	5/22/2014	3	BENCHMARK EDUCATION CO	CLASSROOM MATERIALS	\$	2,383.60	009	RIO SECO SCHOOL
131942	5/22/2014	3	LEARNING A-Z	LICENSES	\$	1,439.10	009	RIO SECO SCHOOL
131969	5/23/2014	6	CDW GOVERNMENT INC	NETBOOKS	\$	2,603.52	009	RIO SECO SCHOOL
131971	5/23/2014	3	CLASSROOM DIRECT.COM	CLASSROOM MATERIALS	\$	85.07	009	RIO SECO SCHOOL
131979	5/23/2014	3	EAST COUNTY FAMILY YMCA	ADMISSIONS	\$	588.00	009	RIO SECO SCHOOL
131984	5/23/2014	3	SEA WORLD OF CALIFORNIA	ADMISSIONS	\$	420.00	009	RIO SECO SCHOOL
					TOTAL	\$	9,976.72	RIO SECO SCHOOL
131947	5/22/2014	6	DELL MARKETING L.P.	PRINTER	\$	237.11	010	HILL CREEK SCHOOL
132025	5/28/2014	3	SOUTHWEST SCHOOL SUPPLY	OFFICE SUPPLIES	\$	226.78	010	HILL CREEK SCHOOL
132039	5/30/2014	3	IDENT-A-KID SERVICES OF AM	SUPPLIES	\$	93.65	010	HILL CREEK SCHOOL
					TOTAL	\$	557.54	HILL CREEK SCHOOL
131875	5/9/2014	3	ACORN MEDIA	BOARD ROOM SUPPLIES	\$	1,590.66	062	SUPERINTENDENT DEPT
131904	5/19/2014	3	LARRY BRADFORD & ASSOCIATES	PLAQUE FOR PEPPER DRIVE JH	\$	1,190.00	062	SUPERINTENDENT DEPT
131925	5/21/2014	3	CARLTON OAKS COUNTRY CLUB	SALUTE TO EXCELLENCE	\$	500.00	062	SUPERINTENDENT DEPT
					TOTAL	\$	3,280.66	SUPERINTENDENT DEPT
131841	5/6/2014	3	FEDERAL EXPRESS CORPORATION	OVERNIGHT DELIVERY	\$	153.85	064	BUSINESS SERVICES
131863	5/8/2014	3	CALSTRS - CENTRAL SERVICES	EXCESS SICK LEAVE	\$	3,611.21	064	BUSINESS SERVICES
131869	5/9/2014	3	WEST BEE TRADIUNG CORP	REPAIR PARTS FOR FAX MACHINE	\$	37.79	064	BUSINESS SERVICES
131871	5/9/2014	3	OFFICEMAX CONTRACT INC	OFFICE SUPPLIES	\$	1,258.97	064	BUSINESS SERVICES
131888	5/13/2014	3	6 OFFICE DEPOT INC	OFFICE SUPPLIES - ALL SITES	\$	2,204.14	064	BUSINESS SERVICES
131890	5/13/2014	3	DELL MARKETING L.P.	PRINTER SUPPLIES	\$	59.50	064	BUSINESS SERVICES
131891	5/13/2014	3	SAN DIEGO DAILY TRANSCRIPT	LEGAL AD - RENZULLI	\$	386.10	064	BUSINESS SERVICES
131892	5/13/2014	3	EAST COUNTY CALIFORNIAN	LEGAL AD-PUBLIC HEARING NOTICE	\$	80.50	064	BUSINESS SERVICES
132013	5/28/2014	3	UNITED STATES POSTAL SERVICE	POSTAGE	\$	2,000.00	064	BUSINESS SERVICES
					TOTAL	\$	9,792.06	BUSINESS SERVICES
131963	5/22/2014	3	DELL MARKETING L.P.	PRINTER	\$	237.11	065	HUMAN RESOURCES
131991	5/27/2014	3	FEDERAL EXPRESS CORPORATION	OVERNIGHT DELIVERY SERVICES	\$	30.64	065	HUMAN RESOURCES
					TOTAL	\$	267.75	HUMAN RESOURCES
131818	5/1/2014	6	TASH, BRIAN M	CONSULTANT SERVICES	\$	3,000.00	066	EDUCATIONAL SERVICES
131873	5/9/2014	6	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	\$	60.00	066	EDUCATIONAL SERVICES
131894	5/19/2014	3	MAD SCIENCE OF SAN DIEGO	ASSEMBLY FEES	\$	195.00	066	EDUCATIONAL SERVICES

132003	5/27/2014	3	FREY, NANCY	PROFESSIONAL DEVELOPMENT	\$ 23,000.00	066	EDUCATIONAL SERVICES
132049	5/30/2014	6	DAOUD, NADHAL	CONSULTANT SERVICES	\$ 60.00	069	EDUCATIONAL SERVICES
					TOTAL	\$ 26,315.00	EDUCATIONAL SERVICES
131874	5/9/2014	6	ARTICULATE TECHNOLOGIES, INC.	CLASSROOM MATERIALS	\$ 1,075.68	067	SPECIAL EDUCATION
131877	5/9/2014	6	SANDCASE	REGISTRATION FEES	\$ 125.00	067	SPECIAL EDUCATION
131893	5/13/2014	6	OFFICIA IMAGING	COPIER SVC AGREEMT - VI PROG.	\$ 86.77	067	SPECIAL EDUCATION
131954	5/22/2014	6	SEHI COMPUTER PRODUCTS INC	COMPUTER	\$ 746.04	067	SPECIAL EDUCATION
131990	5/27/2014	6	OFFICIA IMAGING	COPIER CHARGES - VI PROGRAM	\$ 82.23	067	SPECIAL EDUCATION
					TOTAL	\$ 2,115.72	SPECIAL EDUCATION
132021	5/28/2014	6	NORTHERN CALIF. MEDI-CAL	MEDI-CAL ADMIN FEES	\$ 728.26	070	PUPIL SERVICES
					TOTAL	\$ 728.26	PUPIL SERVICES
131839	5/5/2014	63	AMAZON.COM	SUPPLIES - YALE & PROJ. SAFE	\$ 500.00	072	PROJECT SAFE
131842	5/6/2014	63	DEPARTMENT OF SOCIAL SERVICES	YALE LICENSING - CH	\$ 440.00	072	PROJECT SAFE
131889	5/13/2014	63	OFFICE DEPOT INC	OFFICE SUPPLIES - PROJ. SAFE	\$ 238.27	064	BUSINESS SERVICES
131914	5/19/2014	63	AMAZON.COM	PROJECT SAFE SUPPLIES	\$ 280.80	072	PROJECT SAFE
131916	5/20/2014	63	AMAZON.COM	SUPPLIES FOR PROJ. SAFE - RS	\$ 801.80	072	PROJECT SAFE
131917	5/20/2014	63	DISCOUNT SCHOOL SUPPLY	PROJ SAFE SUPPLIES - CP,CO,CFH	\$ 1,122.33	066	PROJECT SAFE
131934	5/21/2014	63	AMERICAN EXPRESS	SUPPLIES - PROJ. SAFE & YALE	\$ 3,225.80	072	PROJECT SAFE
131935	5/21/2014	6	AMERICAN EXPRESS	SUPPLIES FOR ASEs	\$ 71.91	072	PROJECT SAFE
131936	5/21/2014	63	AMAZON.COM	SUPPLIES FOR PROJ. SAFE	\$ 78.56	072	PROJECT SAFE
131937	5/21/2014	63	S&S WORLDWIDE	SUPPLIES FOR PROJECT SAFE	\$ 352.94	072	PROJECT SAFE
131938	5/22/2014	63	SMART & FINAL	SUPPLIES FOR PROJ. SAFE	\$ 250.00	072	PROJECT SAFE
131955	5/22/2014	63	EAST COUNTY FAMILY YMCA	ADMISSIONS	\$ 2,074.00	072	PROJECT SAFE
					TOTAL	\$ 9,436.41	PROJECT SAFE
131844	5/7/2014	3	LIGHTSPEED SYSTEMS, INC	ELECTRONIC EQUIPMENT	\$ 2,700.00	073	TECHNOLOGY SERVICES
131849	5/7/2014	3	GB'S FENCE COMPANY	SECURITY CAGE - TECH BLDG	\$ 2,085.00	073	TECHNOLOGY SERVICES
131918	5/20/2014	3	SEHI COMPUTER PRODUCTS INC	VMWARE SERVICE PROTECTION	\$ 3,900.00	073	TECHNOLOGY SERVICES
131920	5/21/2014	3	EDU BUSINESS SOLUTIONS	ANNUAL SUPPORT	\$ 3,526.70	073	TECHNOLOGY SERVICES
131950	5/22/2014	3	APPLE COMPUTER INC	ITUNES VOLUME PURCHASE PROG.	\$ 4,403.00	073	TECHNOLOGY SERVICES
131966	5/22/2014	3	APPLE COMPUTER INC	ITUNES VOLUME PURCHASE PROG.	\$ 340.00	073	TECHNOLOGY SERVICES
					TOTAL	\$ 16,954.70	TECHNOLOGY SERVICES
131819	5/1/2014	6	DAVE BANG ASSOCIATES INC	PLAY EQUIPMT - PROJ SAFE - PA	\$ 1,386.12	075	MAINTENANCE
131820	5/1/2014	3	LAKESIDE EQUIPMENT SALES AND	EQUIPMENT RENTAL-PA GROUNDS	\$ 249.90	075	MAINTENANCE
131821	5/1/2014	3	LAKESIDE EQUIPMENT SALES AND	EQUIPMENT RENTAL-CFH GROUNDS	\$ 510.00	075	MAINTENANCE
131822	5/1/2014	3	LAKESIDE EQUIPMENT SALES AND	EQUIPMENT RENTAL-PA GROUNDS	\$ 164.16	075	MAINTENANCE
131827	5/2/2014	14	WESTERN ENVIRONMENTAL & SAFETY	ASBESTOS REMOVAL - CP CLOSET	\$ 250.00	075	MAINTENANCE
131836	5/5/2014	3	HARPSTER OF PHILIPSBURG, INC	TARP REPLACEMENT - CH	\$ 570.88	075	MAINTENANCE
131896	5/19/2014	6	EMEDCO INC	SIGNS SUPPLIES	\$ 401.71	075	MAINTENANCE
131922	5/21/2014	14	CLARK SECURITY PRODUCTS,	LOCKS, DOOR SUPPLIES	\$ 1,396.90	075	MAINTENANCE
131923	5/21/2014	3	CLARK SECURITY PRODUCTS,	TECHNOLOGY SECURITY	\$ 557.85	075	MAINTENANCE
131924	5/21/2014	14	CLARK SECURITY PRODUCTS,	LOCKS, DOOR SUPPLIES	\$ 260.63	075	MAINTENANCE
131951	5/22/2014	14	CLARK SECURITY PRODUCTS,	LOCKS, DOOR SUPPLIES	\$ 103.03	075	MAINTENANCE
131952	5/22/2014	3	CLARK SECURITY PRODUCTS,	TECHNOLOGY SECURITY GATE	\$ 40.97	075	MAINTENANCE
131953	5/22/2014	14	CLARK SECURITY PRODUCTS,	LOCKS, DOOR SUPPLIES	\$ 101.28	075	MAINTENANCE

131958	5/22/2014	6	ABABA BOLT	SUPPLIES FOR SHADE COVER	\$	316.59	075	MAINTENANCE
131959	5/22/2014	6	ABABA BOLT	SUPPLIES FOR CP & HC	\$	660.71	075	MAINTENANCE
131960	5/22/2014	6	ABABA BOLT	MAINTENANCE TOOLS	\$	187.48	075	MAINTENANCE
131961	5/22/2014	6	JOHNSTONE SUPPLY	MAINTENANCE SUPPLIES	\$	258.56	075	MAINTENANCE
131980	5/23/2014	6	RAYO WHOLESALE INC	MAINTENANCE SUPPLIES	\$	34.31	075	MAINTENANCE
131981	5/23/2014	3	MASON'S SAW & LAWMOWER	EQUIPMENT REPAIRS	\$	78.45	075	MAINTENANCE
131992	5/27/2014	6	STANDARD ELECTRONICS	FIRE ALARM REPAIR SVCS - CP	\$	159.80	075	MAINTENANCE
131993	5/27/2014	6	STANDARD ELECTRONICS	FIRE ALARM REPAIR SVC - PA	\$	237.50	075	MAINTENANCE
131994	5/27/2014	6	STANDARD ELECTRONICS	FIRE ALARM PARTS	\$	194.40	075	MAINTENANCE
131995	5/27/2014	3	MAINTEX INC	CUSTODIAL SUPPLIES - PD ADD'N	\$	989.42	075	MAINTENANCE
131996	5/27/2014	3	MAINTEX INC	CUSTODIAL SUPPLIES - PD ADD'N	\$	569.48	075	MAINTENANCE
131997	5/27/2014	6	SAFE-T-LITE	MAINTENANCE ITEMS - STOCK	\$	349.89	075	MAINTENANCE
131998	5/27/2014	6	US AIR CONDITIONING	HVAC SUPPLIES	\$	23.98	075	MAINTENANCE
131999	5/27/2014	6	WASTE MANAGEMENT OF EL CAJON -	ROLL-OFF - CO	\$	313.45	075	MAINTENANCE
132008	5/27/2014	3	LAKESIDE LAND COMPANY	MEMORIAL GARDEN - PRIDE	\$	150.47	075	MAINTENANCE
132010	5/27/2014	3	GOLDEN IMAGE WINDOW	SAFETY CURTAINS - CP	\$	346.00	075	MAINTENANCE
132023	5/28/2014	3	KNIFFING'S DISCOUNT NURSERIES	GROUNDS SUPPLIES	\$	143.92	075	MAINTENANCE
132028	5/29/2014	6	PACIFICA GLASS CO., INC.	WINDOW REPAIRS - CP	\$	444.88	075	MAINTENANCE
132040	5/30/2014	6	VALLEY INDUSTRIAL SPECIALTIES	PLUMBING SUPPLIES	\$	104.58	075	MAINTENANCE
132017	5/28/2014	3	HOME DEPOT COMMERCIAL ACCOUNT	ERC IMPROVEMENTS	\$	16.76	077	MAINTENANCE
					TOTAL	\$	11,574.06	MAINTENANCE
131850	5/7/2014	6	BEARCOM WIRELESS	MOBILE RADIO REPAIRS	\$	211.20	076	TRANSPORTATION
131851	5/7/2014	6	TIRE CENTERS, LLC	TECH VEHICLE REPAIRS	\$	21.19	076	TRANSPORTATION
131852	5/7/2014	6	THE HOSE PROS	TRACTOR REPAIRS	\$	125.90	076	TRANSPORTATION
131853	5/7/2014	6	INTERSTATE BATTERY OF	BATTERIES FOR REPAIRS	\$	826.74	076	TRANSPORTATION
131854	5/7/2014	6	RELIABLE TIRE INC	HAZARDOUS WASTE -TIRES	\$	96.00	076	TRANSPORTATION
131855	5/7/2014	6	A-Z BUS SALES, INC.	BUS REPAIRS & MAINTENANCE	\$	189.07	076	TRANSPORTATION
131856	5/7/2014	3	6 SUNDANCE STAGE LINES	FIELD TRIP BUS CANCELATION CHG	\$	300.00	076	TRANSPORTATION
131857	5/7/2014	6	EMISSIONS SERVICES UNLIMITED	BUS REPAIRS & MAINTENANCE	\$	1,633.00	076	TRANSPORTATION
131858	5/7/2014	6	SCHOOL BUS PARTS COMPANY	BUS REPAIRS & MAINTENANCE	\$	170.43	076	TRANSPORTATION
131859	5/7/2014	6	AUTO ZONE	M & O VEHICLE REPAIRS	\$	53.98	076	TRANSPORTATION
131895	5/19/2014	6	THE SOCO GROUP INC	OIL FOR ALL VEHICLES	\$	1,867.26	076	TRANSPORTATION
					TOTAL	\$	5,494.77	TRANSPORTATION
131833	5/5/2014	21	39 DECKER EQUIPMENT	CHAIR / TABLES GLIDES-PD ADD'N	\$	737.11	077	FACILITIES MODERNIZATION
131834	5/5/2014	25	18 DECKER EQUIPMENT	CHAIR GLIDES - CO	\$	355.69	077	FACILITIES MODERNIZATION
131864	5/8/2014	21	39 GB'S FENCE COMPANY	TEMPORARY FENCE - PD	\$	603.00	077	FACILITIES MODERNIZATION
131865	5/8/2014	21	39 UNITED PARCEL SERVICE	SHIPPING CHGS FOR RETURN	\$	24.49	077	FACILITIES MODERNIZATION
131866	5/8/2014	21	39 MAINTEX INC	CUSTODIAL SUPPLIES - PD ADD'N	\$	1,804.55	077	FACILITIES MODERNIZATION
131867	5/8/2014	21	39 GB'S FENCE COMPANY	HANDRAIL - PD	\$	1,280.00	077	FACILITIES MODERNIZATION
131885	5/12/2014	21	39 SOUTH BAY FENCE INC.	REMOVABLE FENCE - CFH	\$	9,706.00	077	FACILITIES MODERNIZATION
131886	5/12/2014	21	39 MAINTEX INC	RESTROOM FIXTURES & SUPPLIES	\$	197.64	077	FACILITIES MODERNIZATION
131897	5/19/2014	21	39 SOUTH BAY FENCE INC.	LITTLE LEAGUE FENCE - CFH	\$	4,986.20	077	FACILITIES MODERNIZATION
131921	5/21/2014	25	18 INLAND PACIFIC RESOURCE	MULCH FOR PD UPPER CAMPUS	\$	162.00	075	MAINTENANCE
132000	5/27/2014	21	39 LAMVIN INC.	MATERIALS FOR RELO AT CFH	\$	2,526.00	077	FACILITIES MODERNIZATION

132004	5/27/2014	21	39	HOME DEPOT COMMERCIAL ACCOUNT	IRRIGATION - PD ADDITION	\$	51.77	077	FACILITIES MODERNIZATION
132005	5/27/2014	21	39	KNIFFING'S DISCOUNT NURSERIES	NATIVE PLANTS - PD ADD'N	\$	1,247.40	075	MAINTENANCE
132006	5/27/2014	21	39	KNIFFING'S DISCOUNT NURSERIES	PLANT BOXES FOR TIPO TREES-PD	\$	259.20	075	MAINTENANCE
132007	5/27/2014	21	39	JOHN DEERE LANDSCAPES	LANDSCAPING MATERIALS-PD ADD'N	\$	61.75	075	MAINTENANCE
132009	5/27/2014	21	39	LAKESIDE EQUIPMENT SALES AND	LANDSCAPE MATERIALS - PD ADD'N	\$	229.50	075	MAINTENANCE
132011	5/27/2014	21	39	GB'S FENCE COMPANY	IRON GATE - PD ENTRY	\$	1,975.00	077	FACILITIES MODERNIZATION
132012	5/27/2014	21	39	PD PLAY	LANDSCAPE - PD PARKING AREA	\$	7,488.00	075	MAINTENANCE
132016	5/28/2014	21	39	COMPETITIVE METALS INC	SCOREBOARD SUPPLIES - CFH	\$	826.80	077	FACILITIES MODERNIZATION
132027	5/29/2014	21	39	PORTABLE STORAGE CORP	STORAGE CONTAINER MOVE - CFH	\$	250.00	077	FACILITIES MODERNIZATION
132029	5/29/2014	21	39	EWING IRRIGATION PRODUCTS	IRRIGATION SUPPLIES - PD ADD'N	\$	3,467.12	077	FACILITIES MODERNIZATION
					TOTAL	\$	38,239.22		FACILITIES MODERNIZATION
131825	5/2/2014	3		SCHOOL SPECIALTY, INC	STORES SUPPLIES	\$	896.05	078	WAREHOUSE
131826	5/2/2014	3		STANDARD STATIONERY	STORES SUPPLIES	\$	67.39	078	WAREHOUSE
131838	5/5/2014	3		SOUTHWEST SCHOOL SUPPLY	STORES SUPPLIES	\$	726.73	078	WAREHOUSE
131843	5/6/2014	3		OFFICE DEPOT INC	STORES SUPPLIES	\$	181.44	078	WAREHOUSE
131884	5/9/2014	3		SOUTHWEST SCHOOL SUPPLY	STORES SUPPLIES	\$	65.93	078	WAREHOUSE
131926	5/21/2014	3		CANNON SPORTS INC	STORES SUPPLIES	\$	70.21	078	WAREHOUSE
131927	5/21/2014	3		SOUTHWEST SCHOOL SUPPLY	STORES SUPPLIES	\$	233.86	078	WAREHOUSE
131928	5/21/2014	3		US GAMES	STORES SUPPLIES	\$	215.01	078	WAREHOUSE
131929	5/21/2014	3		LAMINATION DEPOT INC	STORES SUPPLIES	\$	73.57	078	WAREHOUSE
131930	5/21/2014	3		ELGIN SCHOOL SUPPLY	STORES SUPPLIES	\$	70.50	078	WAREHOUSE
131931	5/21/2014	3		STANDARD STATIONERY	STORES SUPPLIES	\$	67.39	078	WAREHOUSE
131932	5/21/2014	3		SCHOOL SPECIALTY, INC	STORES SUPPLIES	\$	188.57	078	WAREHOUSE
132018	5/28/2014	3		THE TREE HOUSE INC	STORES SUPPLIES	\$	684.81	078	WAREHOUSE
132019	5/28/2014	3		SCHOOL SPECIALTY, INC	STORES SUPPLIES	\$	185.33	078	WAREHOUSE
132020	5/28/2014	3		OFFICE DEPOT INC	STORES SUPPLIES	\$	1,063.80	078	WAREHOUSE
132038	5/29/2014	3		MAINTEX INC	STORES SUPPLIES	\$	38.88	078	WAREHOUSE
132041	5/30/2014	3		OFFICE DEPOT INC	STORES SUPPLIES	\$	398.14	078	WAREHOUSE
132042	5/30/2014	3		SCHOOL SPECIALTY, INC	STORES SUPPLIES	\$	454.16	078	WAREHOUSE
132043	5/30/2014	3		STANDARD STATIONERY	STORES SUPPLIES	\$	226.28	078	WAREHOUSE
132044	5/30/2014	3		SOUTHWEST SCHOOL SUPPLY	STORES SUPPLIES	\$	77.44	078	WAREHOUSE
132045	5/30/2014	3		US GAMES	STORES SUPPLIES	\$	286.68	078	WAREHOUSE
132046	5/30/2014	3		MISSION JANITORIAL SUPPLIES	STORES SUPPLIES	\$	2,428.94	078	WAREHOUSE
132047	5/30/2014	3		AMERICAN CHEMICAL & SANITARY	STORES SUPPLIES	\$	169.78	078	WAREHOUSE
132048	5/30/2014	3		CAMEO PAPER & JANITORIAL	STORES SUPPLIES	\$	1,795.50	078	WAREHOUSE
					TOTAL	\$	10,666.39		WAREHOUSE

\$ 245,511.97

BACKGROUND:

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

RECOMMENDATION:

Administration recommends approval of checks #22335 through #22336 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 \$102.15 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.2.4.

SANTEE SCHOOL DISTRICT
 REVOLVING CASH REPORT- \$15,000

Date	Number	Name	Memo	Amount
05/23/14	22335	Walmart	Lorene Foster Children's Fund	100.00
05/23/14	22336	Von's	Lorene Foster Children's Fund	100.00

Total Checks Written \$200.00

Bank Fees 2.15

Bank Fees
 22313 VOIDED - Von's STALE DATED Lorene Foster Childrens Fund - Family moved away (100.00)

Total to be Reimbursed \$102.15

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 Purchase Technology Equipment	\$8,500.00	Cajon Park PTSA	Cajon Park School
Funds for 6 th Grade Camperships	\$1,000.00	Cajon Park PTSA	Cajon Park School
Funds to Support the Instructional Program and Supplement Classroom Supplies	\$1,350.00	Hager Photography	Carlton Oaks School
	\$244.66	Chick-fil-A	Carlton Oaks School
	\$250.00	Sempra Energy	Pepper Drive School
TOTAL DONATIONS RECEIVED	\$11,344.66		

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 \$11,344.66.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.5.

BACKGROUND:

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

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

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

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

RECOMMENDATION:

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

This recommendation supports the following District goals:

Educational Achievement

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

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact is disclosed on the attached page.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.6.

Consultant / General Service Provider Report
June 17, 2014

Agreements Submitted for Approval / Ratification

Vendor Name	Type (Consultant or General Service Provider)	Description of Services	Date(s) of Service	Amount	Funding	Payment Type (Independent Contractor or Employee)
K.I.D.S. Therapy Associates	Consultant	Occupational Therapy Assessment	6/12/14 - 9/30/14	\$750.00 (not to exceed)	Special Education	Independent Contractor

Agreements Submitted for Approval

Vendor Name	Type (Consultant or General Service Provider)	Description of Services	Date(s) of Service	Amount	Funding	Payment Type (Independent Contractor or Employee)
Brian Bowman	General Service Provider	D.J. Services for Graduation Dances	6/23/14 - 6/24/14	\$200/Dance (not to exceed \$400)	Rio Seco / Carlton Hills	Independent Contractor
Deaf Community Services of San Diego	Consultant	Sign Language Aide	7/1/14 - 6/30/15	\$35.00/hour (3 hours per day x 199 days = \$20,895.00)	Special Education	Independent Contractor
Alejandra Garcia	Consultant	Bilingual Evaluations	7/1/14 - 6/30/15	\$100.00/hour (not to exceed \$3,000.00)	Special Education	Employee

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:

It is recommended that the Board of Education provide approval/ratification of the attached listed annual agreements for 2014-15.

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 \$2,492,124.04.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.7.

Annual and/or Continuous Agreements for 2014-2015

The following list consists of annual and/or continuous agreements for the 2014-15 school year.

Updated June 6, 2014

Vendor	Description	Department	Approximate Cost
California School Boards Association	CSBA Membership Dues and Education Legal Alliance Membership Dues	Board	\$ 10,210.00
San Diego County School Boards Association	Membership Dues	Board	\$ 311.71
ACSA	Membership Dues	Business	\$ 1,305.31
Canon Business Solutions, Inc.	Maint. Agreement-State Pre-Sch. @ Pride Academy	Business	\$ 128.40
Canon Business Solutions, Inc.	Maintenance Agreements - All Sites	Business	\$ 15,500.00
Canon Financial Services	Yr 5 of 5-yr Lease Agreement - Copier Located in Bus Svcs	Business	\$ 2,944.92
CASBO Professional Developmt	Membership Dues	Business	\$ 475.00
City of Santee	Crossing Guards	Business	\$ 18,500.00
Coalition for Adequate School Housing (CASH)	CASH Membership Dues (Due April 2015)	Business	\$ 450.00
Decision Insite	Enrollment Project Services	Business	\$ 8,033.52
DS Services of America, Inc.	Drinking Water for Project Safe	Business	\$ 230.00
DS Services of America, Inc.	Drinking Water for Departments located in District Office and ERC	Business	\$ 2,000.00
Helix Water District	Water Service-PD	Business	\$ 24,000.00
InterSchola	Surplus Sales Income	Business	
Padre Dam MWD	Water Service (For Entire District Except Pepper Drive	Business	\$ 422,620.00
San Diego Gas & Electric	District-wide Gas and Electric Services - except HC	Business	\$ 854,747.00
San Diego Gas & Electric	Gas & Electric Services - HC	Business	\$ 24,803.00
Santee SD Security	District-wide Security Service	Business	\$ 53,500.00
School Innovations & Advocacy	Mandate Claim Preparation	Business	\$ 9,900.00
School Services of California, Inc.	Fiscal and Mandated Cost Claim	Business	\$ 2,670.00
School Services of California, Inc.	Services	Business	\$ 1,000.00

Schwartz, Heidel, Sullivan	Legal Services	Business	\$ 6,000.00
US Bank	Yr 5 of 5-yr Lease Agreement - Riso Copier Located at Carlton Oaks	Business	\$ 3,513.31
US Bank	Yr 5 of 5-yr Lease Agreement - Riso Copier Located at Hill Creek	Business	\$ 3,083.17
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	\$ 42,000.00
Padre Dam MWD	Water Service for CNS	CNS	\$ 4,962.00
San Diego Gas & Electric	Gas & Electric Services - CNS	CNS	\$ 40,105.00
Waste Management	Refuse Removal Services - CNS	CNS	\$ 1,488.00
Companion Corporation	On-Line Subscription Services for all nine site libraries	Ed Services	\$ 11,479.00
ESGI	Licenses	Ed Services	\$ 4,500.00
Grossmont Union HS Dist.	Spanish Classes at Pride Academy	Ed Services	\$ 21,000.00
Harland (Scantron) Due 2-1	Scanner Maintenance Agreement - Read-Head	Ed Services	\$ 1,500.00
Josephson Institute of Ethics	Character Counts Membership for All Sites	Ed Services	\$ 1,000.00
North County Professional Development Federation (NCPDF)	Membership dues	Ed Services	\$ 5,615.10
Renaissance Learning Software	On-Line Subscription Services - PD, CH, CFH	Ed Services	\$ 9,000.00
Superintendent of Schools	Membership Dues	Ed Services	\$ 5,651.10
General Binding Corp.	Maint. Agreemt for Laminator - HC	Hill Creek	\$ 839.72
Atkinson, Andelson, AAL	Legal Services	Human Resources	\$ 40,000.00
City Treasurer	Defibrillator Maintenance	Human Resources	\$ 400.00
County Schools Svc Fund	Ed-Join	Human Resources	\$ 776.38
Frontline Placement (Aesop)	Aesop Substitute/Absence Svcs	Human Resources	\$ 7,869.60
Kontraband Interdiction	Inspection Services	Human Resources	\$ 7,000.00
San Diego City Schools	Fingerprinting Services	Human Resources	\$ 1,500.00
State of California DOJ	Fingerprinting Services	Human Resources	\$ 6,500.00
24-Hour Elevator	Bi-Annual Inspection of Wheelchair Lifts at CP, SC, CH, and PA	M&O	\$ 400.00

24-Hour Elevator	Elevator Maintenance Agreements for CP, CH, CO, HC & RS 2-Story Bldgs, Includes inspections	M&O	\$ 7,200.00
Air Filter Products	Air Filters	M&O	\$ 6,000.00
All City Pest Control	Pest Control Services	M&O	\$ 2,000.00
American Messaging	Main Duty Pager	M&O	\$ 140.00
Backflow Services	Annual Testing	M&O	\$ 6,000.00
California Electric Supply (CES)	Electrical Supplies/Maint. Repairs/Pts	M&O	\$ 7,000.00
Clark Security	Hardware for Locks & Doors	M&O	\$ 20,000.00
Climatec	HVAC Supplies	M&O	\$ 6,000.00
Competitive Metals	Maintenance Supplies	M&O	\$ 1,000.00
Drain Pros/USA Jetting	Plumbing Repair Services	M&O	\$ 8,000.00
DS Services of America, Inc.	Drinking Water for M&O	M&O	\$ 150.00
Dunn Edwards	Paint Supplies	M&O	\$ 3,000.00
Ewing	Irrigation Supplies	M&O	\$ 10,000.00
Ferguson	Maintenance & Repairs	M&O	\$ 3,000.00
G & K Services	Uniform Services for M&O	M&O	\$ 2,200.00
G & K Services	Uniform Services for Transportation	M&O	\$ 550.00
G & K Services	Uniform Services for Transportation	M&O	\$ 550.00
Grainger	Maintenance Supplies	M&O	\$ 2,000.00
Gravel 'N Grit	Grounds Supplies	M&O	\$ 8,000.00
Home Depot Comm Acct	Maintenance Supplies	M&O	\$ 40,000.00
Inland Pacific	Mulch	M&O	\$ 12,000.00
Johnstone Supply	HVAC Supplies	M&O	\$ 4,000.00
Kimball Midwest	Maintenance Supplies	M&O	\$ 2,000.00
Lowe's	Maintenance Supplies	M&O	\$ 7,500.00
Mercury Disposal Systems, Inc	Hazmat Disposal Services	M&O	\$ 1,500.00
Montgomery Hardware	Hardware for Locks & Doors	M&O	\$ 5,000.00
Pacwest Air Filter, LLC	Filters for HVAC Units	M&O	\$ 10,000.00
School Dude – 3/1/14 thru 6/30/14	Work Order database	M&O	\$ 3,500.00
Standard Electronics	Annual Fire Alarm Testing	M&O	\$ 5,500.00
Standard Electronics	Service Calls to Sites	M&O	\$ 3,500.00
State of California Dept. of Industrial Relations	Passenger Elevator Permit Costs - CP, CH, CO, HC, RS, & PD	M&O	\$ 1,650.00

State of California Dept. of Industrial Relations	Wheelchair Lift Permit Costs - SC, CP, CH, PA	M&O	\$ 900.00
Trane US Inc.	HVAC Supplies	M&O	\$ 1,000.00
Valley Industrial Specialties	Plumbing Supplies	M&O	\$ 2,000.00
DS Services of America, Inc.	Drinking Water for Pepper Drive	Pepper Drive	\$ 230.00
DS Services of America, Inc.	Drinking Water for Pride Academy	Pride Academy	\$ 250.00
General Binding Corp.	Maint. Agreemt for Laminator - PA	Pride Academy	\$ 240.00
Amazon.com	Misc. Purchases for ASES	Proj Safe	\$ 3,000.00
Amazon.com	Misc. Purchases for Project Safe	Proj Safe	\$ 3,000.00
Food 4 Less	Food & Misc. Purchases for Project Safe	Proj Safe	\$ 1,200.00
Smart & Final	Food & Misc Purchases for Proj Safe	Proj Safe	\$ 6,000.00
Softerware	Support Program for Proj. Safe	Proj Safe	\$ 172.00
Softerware	Support Program for Yale	Proj Safe	\$ 344.00
Baker Printing	Printing Services	Publications	\$ 500.00
El Cajon Print & Copy	Special Printing Needs	Publications	\$ 1,500.00
Konica Minolta Business	Maint. Agreemt for Copiers #1	Publications	\$ 6,000.00
Konica Minolta Business	Maint. Agreemt for Copiers #2	Publications	\$ 10,000.00
Konica Minolta Business	Maint. Agreemt for Copiers #3	Publications	\$ 2,500.00
Konica Minolta Business	Maint. Agreemt for Copiers #4	Publications	\$ 16,500.00
Paper Plus	Publication Supplies	Publications	\$ 300.00
Reynolds Graphics	Printing Supplies	Publications	\$ 500.00
Southland Envelope	Envelope Printing	Publications	\$ 2,000.00
Spiral Binding Co. Inc.	Coil Binding Supplies	Publications	\$ 500.00
Superintendent of Schools	Business Cards	Publications	\$ 1,200.00
Unisource	Paper Supplies	Publications	\$ 30,000.00
North County Educational Purchasing Consortium (NCEPC)	Annual Dues	Purchasing	\$ 200.00
Fagen Friedman & Fulfroost	Legal Services	Special Ed	\$ 20,000.00
Konica Minolta Business	Maintenance Agreement for VI Prog.	Special Ed	\$ 750.00
Northern Calif. Medi-Cal	Medi-Cal LEA Fees	Special Ed	\$ 6,000.00
Officia Imaging	Maintenance Agreement for VI Prog.	Special Ed	\$ 3,400.00
California School Boards Association	GAMUT Subscription	Superintendent	\$ 2,625.00
DS Services of America, Inc.	Drinking Water for Sycamore Canyon	Sycamore Cyn	\$ 120.00
General Binding Corp.	Maint. Agreemt for Laminator - SC	Sycamore Cyn	\$ 465.00

AT&T / Calnet 2 – Access Line	Phone Service - Access Lines	Technology	\$ 18,950.00
AT&T / Calnet 2 – C60 Acct.	Phone Service - C60	Technology	\$ 29,450.00
Blueprint Technologies	Mitel Telephone System Support	Technology	\$ 3,000.00
Blueprint Technologies	Xpress Care Renewal	Technology	\$ 1,800.00
Computer Protection Tech. Due 6-1-14 (They are supposed to pro-rate thru 6/30/15)	Equipment Maint. Agreement	Technology	\$ 2,560.00
Core Technology	CTC Bridge Software & Support	Technology	\$ 594.00
Cox Communications	Cox Data Network	Technology	\$ 44,194.00
Edu Business Solutions	Print Shop Pro Softward Support	Technology	\$ 3,147.30
GTC Systems, Inc.	VMWare Academic Basic Support	Technology	\$ 2,801.00
Pearson - Due on June 27	Power School	Technology	\$ 30,248.00
San Diego County Office of Education	VPN Billing – Maintenance	Technology	\$ 1,000.00
School Dude – Begins 8-1	IT Direct Service	Technology	\$ 3,000.00
School Messenger / Reliance Communications	Parent Link Information 1-1-15 thru 12-31-15	Technology	\$ 16,765.00
Schoolwires – Begins 12-28	Power Pack - District-wide Software Licenses	Technology	\$ 13,750.00
Software House Int'l (SHI)	Educational Software for District	Technology	\$ 27,351.50
Sprint	Cell Phone Service for District	Technology	\$ 24,640.00
GTC Systems, Inc.	Professional Svcs – Citrex	Technology	\$ 7,000.00
Jive Communication	VOIP Hosted Communications	Technology	\$ 49,380.00
Konica Minolta Business	Yr 4 of 5-Yr Maint. Agreeemt for Copier located in Transportation	Transportation	\$ 100.00
Mason's Saw & Lawnmower	Small Equipment Repairs Split 4300 - 75%; 5600 - 25%	Transportation	\$ 5,000.00
Regional Communication System	Radio Service Agreement	Transportation	\$ 14,326.00
SoCo Group	Diesel Fuel	Transportation	\$ 50,000.00
SoCo Group	Fuel for M & O	Transportation	\$ 35,000.00
SoCo Group	Fuel for Technology	Transportation	\$ 2,200.00
SoCo Group	Unleaded Fuel	Transportation	\$ 60,000.00
Thomas Industrial Water	Water Conditioning Services	Transportation	\$ 420.00
Neopost	Mailing Machine Rental	Warehouse	\$ 1,900.00
Amazon.com	Misc. Purchases for Yale	Yale	\$ 3,000.00
Food 4 Less	Food & Misc. Purchases for Yale	Yale	\$ 1,200.00

Smart & Final	Food & Misc. Purchases for Yale	Yale	\$ 6,000.00
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\$ 2,492,124.04

Consent Item E.2.8.
Prepared by Karl Christensen
June 17, 2014

Adoption of Resolution No. 1314-39 To Claim Lost
Days for the State Preschool Program Due to Fire
Threat

BACKGROUND:

On May 15, 2014, the District, along with most other San Diego County school districts, closed due to the firestorm across the County and the imminent danger posed by these conditions.

This closure included the State Preschool program operating at PRIDE Academy. In order to mitigate the financial impact on State Preschool revenue, in accordance with Child Development Division Management Bulletin 10-09, the Board must adopt a resolution clearly describing the emergency that prompted suspension or reduction of the program and the attendance from the same day in the prior week to substitute for purposes of calculating revenue lost.

RECOMMENDATION:

It is recommended that the Board of Education adopt Resolution No. 1314-39 to claim lost days for the State Preschool Program for May 15, 2014 due to fire threat.

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact of \$34.38 per student day of attendance = \$2,407.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.8.

**Santee School District
RESOLUTION NO. 1314-39**

Resolution to Claim Lost Days for Child Development Programs

On motion of Member _____, seconded by Member _____, the following resolution is adopted:

WHEREAS, Education Code Section 8271 allows local education agencies to be reimbursed for child development programs on days the agency was unable to operate or offered reduced service due to emergencies.

WHEREAS, child development programs were unable to operate due to wildfires in San Diego County on May 15, 2014.

THEREFORE, BE IT RESOLVED, that the Governing board hereby applies for reimbursement for lost child days for the following contracts pursuant to Education Code Section 8271:

Contract Type:				
No Service		Reduced Service		
Date Closed	Child Days of Attendance, Prior Week	Date of Reduced Service	Actual Child Days of Attendance	Child Days of Attendance, Prior Week
One date for each line	Attendance for same day of prior week	One date for each line		Attendance for same day of prior week
May 15, 2014	70	---	---	---
		---	---	---
		---	---	---
		---	---	---
		---	---	---

PASSED AND ADOPTED by the Board of Education on June 17, 2014 by the following vote:

AYES:
NOES:
ABSENT:

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

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

Clerk of the Board of Education

Consent Item E.2.9.
Prepared by Karl Christensen
June 17, 2014

Adoption of Resolution No. 1314-40 to Commit the
2013-14 Ending Fund Balance in Fund 14

BACKGROUND:

The estimated actuals for 2013-14 included in the 2014-15 Adopted Budget anticipate an ending fund balance in the Deferred Maintenance Fund 14 of \$26,082. For audit purposes, this fund is considered a part of the General Fund since the Deferred Maintenance categorical State program was included in Tier III flexibility and subsequently rolled into the Local Control Funding Formula (LCFF). Committing the ending fund balance will ensure that these funds continue to only be used for Deferred Maintenance projects.

Commitment of the funds does not imply expenditure as the commitment can be reversed by the passing of a subsequent resolution. Commitment only reserves the funds for possible use in the future.

RECOMMENDATION:

It is recommended that the Board of Education adopt Resolution No. 1314-40 to Commit the 2013-14 Ending Fund Balance in Fund 14.

This recommendation supports the following District goals:

Learning Environment

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

Fiscal Accountability

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

FISCAL IMPACT:

Commitment of ending fund balance is estimated at \$26,082 but may change upon closing of the books.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.9.

BOARD RESOLUTION NO. 1314-40

RESOLUTION TO COMMIT FUND BALANCE

WHEREAS, the Governmental Accounting Standards Board (GASB) has issued Statement No. 54 establishing a hierarchy of fund balances as follows:

- **Non-Spendable Fund Balance** - Amounts that are not in a spendable form or are required to be maintained intact. Examples are inventory, pre-paid expenses, and revolving cash fund amounts.
- **Restricted Fund Balance** – Amounts that can be spent only for the specific purposes stipulated by external resource providers (such as grantors), or enabling legislation. Restrictions may be changed or lifted only with the consent of the resource providers.
- **Committed Fund Balance** - Amounts subject to internal constraints self-imposed by the District's highest level of decision making authority. Commitments may be changed or lifted only by the Board of Education taking the same formal action that imposed the constraint originally.
- **Assigned Fund Balance** – Amounts the District intends to use for a specific purpose. Assignments may be established by the governing board or by a designee of the Board. Examples include site carry-overs and accrued vacation.
- **Unassigned Fund Balance** – Amounts representing the residual balance in the General Fund that has not been assigned to other funds and that are not in the other classifications. The Reserve For Economic Uncertainty falls into this classification; and

WHEREAS, GASB Statement No. 54 further clarifies the constraints that govern how a governmental entity can use and designate amounts reported as fund balance and stipulates that the Fund Balance can only be Committed by action of the highest level of decision-making authority of the governmental entity; and

WHEREAS, the Governing Board is the highest level of decision-making authority, and has the authority to commit, assign, or evaluate existing fund balance classifications and identify the intended uses of committed or assigned funds pursuant to Board Policy 3101; and

WHEREAS, the committed fund balance classification reflects amounts subject to internal constraints self-imposed by the Governing Board; and

WHEREAS, once the committed fund balance constraints are imposed, it requires the constraint to be removed by the Governing Board prior to redirecting the funds for other purposes; and

NOW, THEREFORE, be it resolved, that the Governing Board of the Santee School District, in accordance with the provisions of GASB 54 hereby commits the following portions of its June 30, 2014 General Fund unassigned fund balance, as indicated by the Committed Fund classification, and funds cannot be used for any purpose other than directed below, unless the Governing Board adopts another resolution to remove or change the constraint:

- The ending balance in Fund 14, estimated to be \$26,082, set-aside for future Deferred Maintenance projects

PASSED AND ADOPTED by the Board of Education on June 17, 2014 by the following vote:

AYES:
NOES:
ABSENT:

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

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

Clerk of the Board of Education

Consent Item E.2.10.
Prepared by Karl Christensen
June 17, 2014

Adoption of Resolution No. 1314-41 to Commit the
2014-15 Ending Fund Balance in Fund 14 and
Fund 17

BACKGROUND:

The 2014-15 Adopted Budget anticipates an ending fund balance in the Deferred Maintenance Fund 14 of \$26,082. In addition, the budget includes a \$590,000 transfer from the General Fund to Fund 17 for future technology purchases associated with the District's 1:1 initiative. For audit purposes, these funds are considered part of the General Fund. Staff recommends committing these funds for their stated purposes.

Commitment of the funds does not imply expenditure as the commitment can be reversed by the passing of a subsequent resolution. Commitment only reserves the funds for possible use in the future.

RECOMMENDATION:

It is recommended that the Board of Education adopt Resolution No. 1314-41 to Commit the 2014-15 Ending Fund Balance in Fund 14 and a portion of the 2014-15 Ending Fund Balance in Fund 17 associated with the Technology Reserve.

This recommendation supports the following District goals:

Learning Environment

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

Fiscal Accountability

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

FISCAL IMPACT:

The estimated fiscal impact is \$26,082 for Fund 14 and \$590,000 for Fund 17.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.10.

BOARD RESOLUTION NO. 1314-41

RESOLUTION TO COMMIT FUND BALANCE

WHEREAS, the Governmental Accounting Standards Board (GASB) has issued Statement No. 54 establishing a hierarchy of fund balances as follows:

- **Non-Spendable Fund Balance** - Amounts that are not in a spendable form or are required to be maintained intact. Examples are inventory, pre-paid expenses, and revolving cash fund amounts.
- **Restricted Fund Balance** – Amounts that can be spent only for the specific purposes stipulated by external resource providers (such as grantors), or enabling legislation. Restrictions may be changed or lifted only with the consent of the resource providers.
- **Committed Fund Balance** - Amounts subject to internal constraints self-imposed by the District's highest level of decision making authority. Commitments may be changed or lifted only by the Board of Education taking the same formal action that imposed the constraint originally.
- **Assigned Fund Balance** – Amounts the District intends to use for a specific purpose. Assignments may be established by the governing board or by a designee of the Board. Examples include site carry-overs and accrued vacation.
- **Unassigned Fund Balance** – Amounts representing the residual balance in the General Fund that has not been assigned to other funds and that are not in the other classifications. The Reserve For Economic Uncertainty falls into this classification; and

WHEREAS, GASB Statement No. 54 further clarifies the constraints that govern how a governmental entity can use and designate amounts reported as fund balance and stipulates that the Fund Balance can only be Committed by action of the highest level of decision-making authority of the governmental entity; and

WHEREAS, the Governing Board is the highest level of decision-making authority, and has the authority to commit, assign, or evaluate existing fund balance classifications and identify the intended uses of committed or assigned funds pursuant to Board Policy 3101; and

WHEREAS, the committed fund balance classification reflects amounts subject to internal constraints self-imposed by the Governing Board; and

WHEREAS, once the committed fund balance constraints are imposed, it requires the constraint to be removed by the Governing Board prior to redirecting the funds for other purposes; and

NOW, THEREFORE, be it resolved, that the Governing Board of the Santee School District, in accordance with the provisions of GASB 54 hereby commits the following portions of its June 30, 2015 General Fund unassigned fund balance, as indicated by the Committed Fund classification, and funds cannot be used for any purpose other than directed below, unless the Governing Board adopts another resolution to remove or change the constraint:

- \$590,000 in Fund 17 for future technology purchases including, but not limited to, student digital devices and network infrastructure equipment
- The ending balance in Fund 14, estimated to be \$26,082, set-aside for future Deferred Maintenance projects

PASSED AND ADOPTED by the Board of Education on June 17, 2014 by the following vote:

AYES:
NOES:
ABSENT:

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

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

Clerk of the Board of Education

Consent Item E.3.1.

Approval of Nonpublic Agency Master Contract with Vista Hill d/b/a Learning Assistance Center and GPS Services for Educationally Related Mental Health Services (ERMHS)

Prepared by Dr. Stephanie Pierce
June 17, 2014

BACKGROUND

In an effort to reduce costs associated with day treatment placements for students with mental health needs, and educate these students in Programs for Students with Emotional Disturbance (ED) located in the Santee School District, Vista Hill d/b/a Learning Assistance Center and GPS Services is able to provide mental health support through assessments and therapy provided by a licensed therapist for the 2014-15 school year. The licensed therapist will provide group and individual therapy to students as prescribed by their IEPs in the three ED programs (primary and intermediate ED programs at Hill Creek School; junior high ED program at Pepper Drive School). Mental health assessments are required to determine the level of mental health support each student requires to demonstrate educational progress. We contracted with this agency for ERMHS services in the 2013-14 school year.

RECOMMENDATION

Administration recommends the Board of Education approve the Nonpublic Agency Master Contract with Vista Hill d/b/a Learning Assistance Center and GPS Services for ERMHS. These Contract will be available at the Board meeting for review.

This recommendation supports the following District goal:

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

FISCAL IMPACT

The terms of the Master Contract are as follows:

Nonpublic Agency	ERMHS	Term of Service	Annual Cost	Total Cost
Vista Hill d/b/a GPS Services	10 Mental Health Assessments	7/1/14-6/30/15	\$1,545 per assessment	\$15,450
Vista Hill d/b/a Learning Assistance Center	.40 FTE* Licensed Therapist	7/1/14-6/30/15; 88 days including therapy during the summer; 8 hours per day	\$94,000	\$37,600
GRAND TOTAL				\$53,050

*Vista Hill endorses a 220 day work calendar.

Based on East County SELPA funding priorities for students with mental health needs, the estimated ERMHS costs are anticipated to be covered in full through Prop 98 and Federal IDEA mental health funding sources.

STUDENT ACHIEVEMENT:

Some students require mental health support to demonstrate educational progress.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.3.1.

Consent Item E.3.2.

Approval of Nonpublic Agency Master Contract with ProCare Therapy, Inc. for an Adapted Physical Education (APE) Therapist

Prepared by Dr. Stephanie Pierce
June 17, 2014

BACKGROUND:

As part of a student’s Individual Education Program (IEP), APE services are necessary for some students with disabilities to demonstrate educational progress. For the 2014-2015 school year, the District employs 1.5 FTE APE Specialists but must provide make-up APE services to students with moderate/severe disabilities.

RECOMMENDATION:

Administration recommends the Board of Education approve the Nonpublic Agency Master Contract with ProCare Therapy, Inc. for an APE Specialist for the term of July 1, 2014 through December 19, 2014. The Nonpublic Agency Master Contract will be available at the Board Meeting for review.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

Days Per Year	Hourly Rate	Hours Per Day	Total
21 - ESY	\$80	4.0	\$6,720
40 – Regular School Year	\$75	6.5	\$19,500
		TOTAL	\$26,220

STUDENT ACHIEVEMENT:

APE services are necessary for some students with disabilities to demonstrate educational progress.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.3.2.

Prepared by Dr. Stephanie Pierce
June 17, 2014

BACKGROUND:

School districts are required to have nurses to promote and maintain optimal student health. School nurses participate in the following activities: promote and assist in the control of communicable diseases; develop Care Plans/Orders with student’s physician and parents; educate and train school staff (e.g., teachers, instructional assistants, health clerks, administrators) regarding student health matters and procedures; serve as a health professional liaison between home, school and community; and conduct vision and hearing screenings for special education evaluations. Additionally, when district-employed nurses are absent, we must have appropriately-trained nurse substitutes.

RECOMMENDATION:

Administration recommends the Board of Education approve the Nonpublic Agency Master Contract with Maxim Healthcare for nursing services for the term of July 1, 2014 through June 30, 2015. The Nonpublic Agency Master Contract will be available at the Board meeting for review.

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:

Type of Nurse	Hourly Rate	Hours Per Day	Days Per Year	Total
LVN	\$37	7	26	\$6,734

STUDENT ACHIEVEMENT:

Nursing services are necessary for students in order to promote and maintain optimal student health. Healthy students are better able to engage in the learning process and demonstrate educational growth.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.3.3.

Consent Item E.3.4.

Approval of Nonpublic Agency Master Contract with Excel Home Health for Nursing Services

Prepared by Dr. Stephanie Pierce
June 17, 2014

BACKGROUND:

School districts are required to have nurses to promote and maintain optimal student health. School nurses participate in the following activities: promote and assist in the control of communicable diseases; develop Care Plans/Orders with student’s physician and parents; educate and train school staff (e.g., teachers, instructional assistants, health clerks, administrators) regarding student health matters and procedures; serve as a health professional liaison between home, school and community; and conduct vision and hearing screenings for special education evaluations. Additionally, when district-employed nurses are absent, we must have appropriately-trained nurse substitutes.

RECOMMENDATION:

Administration recommends the Board of Education approve the Nonpublic Agency Master Contract with Excel Home Health for nursing services for the term of July 1, 2014 through June 30, 2015. The Nonpublic Agency Master Contract will be available at the Board meeting for review.

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:

Type of Nurse	Hourly Rate	Hours Per Day	Days Per Year	Total
LVN	\$35	7.0	5	\$1,225

STUDENT ACHIEVEMENT:

Nursing services are necessary for students in order to promote and maintain optimal student health. Healthy students are better able to engage in the learning process and demonstrate educational growth.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.3.4.

Consent Item E.3.5.

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

Prepared by Dr. Stephanie Pierce
June 17, 2014

BACKGROUND:

Mr. Chris Stanley, junior high teacher at Carlton Hills School, requests Board approval to take approximately 45 seventh and eighth grade students on an extended field trip to H&M Landing in San Diego, California, on June 17, 2014. The trip will begin at 11:30 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 7:00 p.m.

The extended travel request form is attached for review.

RECOMMENDATION:

Administration recommends approval of the extended field trip 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.3.5.

SANTEE SCHOOL DISTRICT

EXTENDED FIELD TRIP REQUEST FORM

SCHOOL SITE(S): Carlton Hills School

DATE: June 3, 2014

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 11:30 a.m., arrive at H&M Landing by 12:00 p.m. Depart for return trip to school at 6:00 p.m., with an expected arrival to school by 7:00 p.m.

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

Specific Dates: June 17, 2014

Mode of Travel: District Bus

Number of Student Participants: Approx. 45

Cost Per Student: Approx. \$15.00

Insurance Coverage: District

Supervision: Junior High Teachers

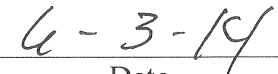
Number of Substitute Days Required: None

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

Provisions for Financial Hardship Cases: ASB



Principal Approval



Date

Assistant Superintendent, Educational Services

Board Approval Date

Consent Item E.4.2.

Approval of Revisions to Coordinator, Instructional Technology Job Description and Appointment of Coordinator

Prepared by Tim Larson
June 17, 2014

BACKGROUND:

The District's transition to Common Core State Standards has challenged us in many ways. In order to support teachers, students, and parents in our successful transition of these changes, administration has reviewed the job description for the recently vacated Coordinator, Instructional Technology position. As a result, additional work days have been added to the current position to meet the new challenges.

If the Board approves the revised Coordinator, Instructional Technology job description, it is the recommendation of administration that the Board appoint Dan Prouty, currently serving as Vice Principal at Chet F. Harritt School, to this position. This appointment would be effective August 6, 2014.

RECOMMENDATION:

It is recommended that the Board of Education approve the revised Coordinator, Instructional Technology job description and appointment of Dan Prouty, effective August 6, 2014.

FISCAL IMPACT:

The annual salary range of \$83,635 - \$101,659 will increase to \$85,308 - \$103,693 as a result of increasing the work year from 200 days to 204 days and will be paid from the General Fund.

STUDENT ACHIEVEMENT IMPACT:

It is the District's intention to provide essential staffing to support the transitions in education for students, staff, and parents.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.4.2.

COORDINATOR, INSTRUCTIONAL TECHNOLOGYJOB SUMMARY:

The Coordinator, Instructional Technology, a management position under the direction of the Superintendent or designee, is responsible for the implementation and coordination of technology integrated and standards based instructional programs in classrooms, the development and delivery of certificated and classified technology based professional development to ensure the ongoing implementation of high standards of instructional practice, and coaches and models effective instructional practice with “just in time” learning for teachers. In addition, the Coordinator, Instructional Technology, assists in the piloting, implementation and evaluation of technology based instructional programs, pursues and writes grants, and cooperatively interfaces with principals, teachers, the information technology staff, parents and advisory committees to infuse technology throughout the instructional program. The Coordinator of Instructional Technology will serve as part of a team along with the Director of Instructional Technology, Director of Curriculum and Assessment, Director of Information Systems Technology, and the Superintendent, to implement “classrooms of the future” model classrooms throughout the District. Other responsibilities and duties, as assigned by the Superintendent or designee are also performed.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

1. Works in partnership with the Director of Instructional Technology, Director of Information Systems Technology, and Director of Curriculum and Assessment, as well as district stakeholders, in creating, implementing, sustaining and expanding the District Technology Plan.
2. In concert and under the direction of the Superintendent or designee, coordinates integrated instructional technology programs district-wide.
3. Collaborates with the Coordinator of Curriculum to establish the vision, goals and objectives for professional development programs that support a high level of technology integrated instructional practices in classrooms.
4. Works directly with individual employees and employee groups to model effective integrated practices.
5. Actively delivers “just in time” and “on demand” on-line as well as group professional development for principals, teachers and classified instructional staff.
6. Understands and is knowledgeable about the needs and demands for implementing “classrooms of the future.”
7. Develops standards based curriculum integration.
8. Supports instructional material selection committees with integrated technology outcomes and practices according to district administrative regulations and procedures.
9. Seeks, implements, monitors and evaluates various grant projects, such as the Qualified Zone Academy Bond (QZAB), etc.

EXAMPLES OF DUTIES AND RESPONSIBILITIES (continued):

10. Supports strong community, business, educational and private partnerships, alliances and strategies. The benefits from these partnerships will provide sustainability to the technology and instructional advantages of the various grant programs.
11. Coordinates a budget in concert with the Director of Instructional Technology.
12. Plans, organizes, implements, and evaluates technology integrated instructional professional development programs to improve instruction.
13. Models meaningful technology integrated instruction and programs for student centered instruction.
14. Understands and supports through technology integrated practices, project based instruction, critical inquiry, active learning environments and facilitative teaching.
15. Accesses digital resources for classroom teachers and administrators.
16. Creates, gathers and organizes educational technology strategies and resources for staff in an online depository for easy reference.
17. Can envision the “end in mind” for professionally trained teachers in integrated technology practices and student learning outcomes and plans training that is sequenced to build knowledge and application capacity for these goals in the classroom.
18. Meets regularly with administrators and staff to coach them about expanding future goals and identifying specific training needs of district personnel, including certificated and classified.
19. Supports administrators in developing site technology plans.
20. Provides resources to parent education programs on technology.
21. Researches best integrated technology instructional practices and works with staff to pilot and implement those practices.
22. Interprets and presents inservice programs’ objectives, results and needs to district staff, Board, civic and parent groups, teacher training institutions, and others.
23. Develops technology integrated instructional intervention programs in collaboration with the Director of Instructional Technology and site administrators.
24. Provides written communication to district staff regarding integrated technology instructional programs and enhancements.
25. In concert with other District administrators and staff, models technology integrated curriculum for all special needs students, including Title I, GATE, and EIA-LEP.
26. Works with designated committees of teachers, principals and others on specific programs and projects.
27. Assists in the evaluation of program effectiveness.
28. Develops assessments for integrated technology learning.
29. Assists administration in the preparation and administration of centralized technology project budgets supporting integrated technology instruction.

EXAMPLES OF DUTIES AND RESPONSIBILITIES (continued):

- 30. Coordinates the preparation of District technology such as orientation for new teachers and staff members.
- 31. Works closely with vendors and suppliers to promote the best utilization of District resources.
- 32. Assumes other responsibilities as assigned by the Superintendent or designee.

EMPLOYMENT STANDARDS:

Education: Master’s degree is required; advanced education in educational technology and curriculum and instruction is preferred.

Experience: Minimum five (5) years of experience as a classroom teacher at K-8 level is preferred. Experience in influencing educators to catch the technology vision for the future. Increasing levels of experienced and responsibility in the areas of coaching instructional grant writing, technology management, professional development, and implementation and innovation.

Credential(s): Appropriate California teaching credential authorizing service in grades K-8 and administrative credential(s).

Knowledge and Abilities Possesses knowledge of curriculum and instruction techniques, best instructional practices, successful staff development practices, integrated technology training, interpersonal skills and organizational skills. Understands the various components of the technology environment: software, hardware, infrastructure and digital-web interface. Has successfully demonstrated the ability to lead groups, has a high level of professional development skills, analyzes situations and needs, carries out directives and communicates effectively. Possesses exemplary presentation skills.

Work Year: ~~200~~ **204** days

Salary Range: ~~Coordinator level~~

ADOPTED: June 6, 2006

REVISED:

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.

Discussion and/or Action Item F.1.1.
Prepared by Karl Christensen
June 17, 2014

Purchase and Sale Contract With M. Grant
Real Estate Inc. for Purchase of the Renzulli
Property

BACKGROUND:

At the May 20, 2014 meeting, the Board of Education accepted the highest oral bid for sale of the Renzulli Property. This bid was received from M. Grant Real Estate Inc. (“Renzulli Developer”) in the amount of \$5,275,000. It is now necessary to execute a Purchase and Sale Contract with the Renzulli Developer to begin the escrow period.

This contract establishes an Initial Contingency Period of 120 days for the Developer to complete the entitlement and rezoning process with the City of Santee. An Initial Deposit equal to 2% of the Developer’s bid price, or \$105,500, has been paid to the District as a condition of opening escrow. This deposit is non-refundable but would be applied toward the purchase price if the purchase is consummated during the Initial Contingency Period.

If the Developer and District agree, an Extended Contingency Period can be initiated after the Initial Contingency Period ends if substantial progress has been made in the entitlement and rezoning process but more time is needed. Initiation of the Extended Contingency Period would require the Developer to pay the District an Additional Deposit of 4% of the bid price, or \$211,000. This deposit would also be non-refundable but would be applied toward the purchase price if the purchase is consummated during the Extended Contingency Period.

RECOMMENDATION:

It is recommended that the Board of Education approve the Purchase and Sale Contract with M. Grant Real Estate Inc. for purchase of the Renzulli property.

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

The accepted oral bid amount for the Renzulli property is in the amount of \$5,275,000.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item F.1.1.

**PURCHASE AND SALE CONTRACT
AND JOINT ESCROW INSTRUCTIONS**

SELLER: Santee School District

BUYER: M Grant Real Estate Inc.

PROPERTY: APN 383-112-05 and 28

DATED: June 11, 2014

DEFINED TERMS

Effective Date:	The latter of the Date this Agreement is approved by the Santee School District or executed by all parties.
Seller:	Santee School District
Seller's Address:	9625 Cuyamaca Street Santee, California 92071 Attention: Karl Christensen, Assistant Superintendent
Seller's Counsel:	Tim Garfield Schwartz, Hyde & Sullivan
Buyer:	M Grant Real Estate, Inc. or related assignee in which Michael Grant directly or indirectly is an owner or controlling party.
Buyer's Address:	110 Town Center Pkwy Santee CA 92071
Land:	That certain land located in the City of Santee, County of San Diego, State of California, as described in the deed attached as Exhibit A hereto (the " Grant Deed ").
Property:	The property commonly known as Renzulli Site, APN 383-112-05, 28. The Land and all improvements thereon together with all of Seller's right, title and interest in and to all rights, privileges, easements and appurtenances benefiting the Land, including, but not limited to, all mineral and water rights and all easements, rights-of-way and other appurtenances used or connected with the use or enjoyment of the Land.
Purchase Price:	\$5,275,000.00
Non-Refundable Deposits:	One Hundred Five Thousand Five Hundred and No/100 Dollars (\$105,500) Initial Deposit due within 5 days of the Effective Date. An Additional Deposit of Two Hundred Eleven Thousand and No/100 Dollars (\$211,000) is due if and when an Extended Contingency Period is invoked.
Financing Terms:	None.
Contingency Period(s):	Initial Contingency Period shall be one hundred and eighty (180) calendar days from the date of the Opening of

Escrow. Up to an additional one hundred and eighty (180) calendar days may be added by mutual written agreement of the parties for an extended contingency period at the request of Buyer (“Extended Contingency Period”)

Closing Date:

The earlier of one hundred eighty (180) calendar days for Initial Contingency Period, or three hundred sixty (360) calendar days for an Extended Contingency Period, from either (i) Buyer’s approval or waiver of contingencies or (ii) the end of the Contingency Period(s). Time is of the essence with respect to the Closing Date.

Title Company:

Stewart Title of California, Inc
4700 Spring Street Suite 301
La Mesa, CA 91942

Escrow Holder:

Stewart Title of California, Inc
4700 Spring Street Suite 301
La Mesa, CA 91942

Exhibits and Schedules

- Exhibit A:** Grant Deed
- Exhibit B:** Transferor's Certificate of Non-Foreign Status
- Schedule 1:** Legal Description

**PURCHASE AND SALE CONTRACT
AND JOINT ESCROW INSTRUCTIONS**

This Purchase and Sale Contract and Joint Escrow Instructions ("**Contract**") is made and entered into as of the Effective Date by and between Buyer and Seller, collectively referred to as the Parties. The Contract includes the Defined Terms and provisions that precede this page, which are incorporated herein.

In consideration of the mutual covenants and terms contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. **PURCHASE AND SALE.** Seller hereby agrees to sell the Property to Buyer, and Buyer hereby agrees to purchase the Property from Seller, on the terms and conditions set forth in this Contract.
2. **PAYMENT OF PURCHASE PRICE.** Buyer shall pay to Seller the total Purchase Price for the Property at Close of Escrow of \$5,275,000, as follows:
 - a. Initial Deposit, totaling \$105,500. Except as specifically provided herein, the Initial Deposit shall be non-refundable, applicable to the Purchase Price only if Close of Escrow occurs on or before the end of the Initial Contingency Period, and shall be paid to Seller as provided below; and,
 - b. Additional Deposit, totaling \$211,000. The Additional Deposit shall be non-refundable, applicable to the Purchase Price in an Extended Contingency Period, and shall be paid to Seller as a condition of extending the Escrow period beyond the Initial Contingency Period; and/or,
 - c. Cash proceeds from a new loan or loans secured by deed(s) of trust encumbering the Property in the aggregate amount of approximately \$3,165,000; and,
 - d. Cash as required to pay the balance of the Purchase Price, closing costs and any other obligations of Buyer under this Contract.
3. **ESCROW, CONTINGENCY PERIOD, DEPOSITS AND CLOSING.**
 - a. ***Opening of Escrow.*** For purposes of this Contract, the escrow ("**Escrow**") shall be deemed opened ("**Opening of Escrow**") on the date that Escrow Holder receives (i) a copy of this Contract fully executed by Buyer and Seller, and (ii) written verification from the Seller that the Initial Deposit has been received from the Buyer. Buyer and Seller shall use their best efforts to cause the Opening of Escrow to occur on or before five (5) business days after the Effective Date. Escrow Holder shall promptly notify Buyer and Seller in writing of the date of the Opening of Escrow. Buyer and Seller agree to execute, deliver and abide by any reasonable or customary supplemental escrow instructions or other instruments reasonably required by Escrow Holder to consummate the transaction contemplated by this Contract; *provided, however*, no such instruments shall conflict with, amend or supersede any portion of this Contract. If there is any conflict or inconsistency between the terms of such instruments and the terms of this Contract, then the terms of this Contract shall control.
 - b. ***Contingency Period(s) and Escrow Period.***

- i. **Initial Contingency Period.** An Initial Contingency Period of one hundred and eighty (180) calendar days shall be established at the Opening of Escrow for Buyer to complete the entitlement and re-zoning process with the City of Santee ("City")("City Entitlement and Re-zoning Process").
 - ii. **Extended Contingency Period.** An Extended Contingency Period of up to an additional one hundred and eighty (180) calendar days past the Initial Contingency Period may be established by the request of Buyer through a mutual written agreement of the Parties if the City Entitlement and Re-zoning Process is in substantial progress but additional time is needed to finalize the process.
 - iii. **Escrow Period.** The initial escrow period shall be for one hundred eighty (180) calendar days from the Opening of Escrow. The escrow period may be extended for up to an additional one hundred and eighty (180) calendar days upon written agreement of both parties which shall be forwarded to Escrow Holder for authorization to extend.
- c. **Deposits.**
 - i. **Initial Deposit.** Within five (5) business days after the Effective Date and as a condition of Opening of Escrow, Buyer shall deposit or cause to be deposited with Seller the Initial Deposit in the amount of \$105,500. The term "**Initial Deposit**" shall mean and include the Initial Deposit only and shall not include any interest accrued thereon. The Initial Deposit is applicable to the Purchase Price only through the Initial Contingency Period and is non-refundable to Buyer unless Seller materially defaults under this Contract. If Seller terminates this Agreement because of a default by Buyer pursuant to Seller's rights set forth in this Contract within the Initial Contingency Period, then the Initial Deposit shall be retained by Seller as liquidated damages pursuant to Section 4b.
 - ii. **Additional Deposit.** In the event the Buyer requests and the Parties agree to an Extended Contingency Period pursuant to Section 3b, Buyer shall immediately deposit with Seller an Additional Deposit in the amount of \$211,000. The term "**Additional Deposit**" shall mean and include the Additional Deposit only and shall not include any interest accrued thereon. The Additional Deposit is applicable to the Purchase Price and is non-refundable to Buyer unless Seller materially defaults under this Contract. If Seller terminates this Agreement because of a default by Buyer pursuant to Seller's rights set forth in this Contract, then the Additional Deposit shall be retained by Seller as liquidated damages pursuant to Section 4b.
- d. **Close of Escrow.** For purposes of this Contract, the "**Close of Escrow**" shall be the date that the Deed is recorded pursuant to applicable law in the county in which the Property is located, which shall be no later than three hundred sixty (360) days after the Opening of Escrow. Unless changed in writing by Buyer and Seller, the Closing shall occur on or before the Closing Date, subject to Buyer's and Seller's rights to terminate this Contract that are expressly set forth in this Contract. Time is of the essence regarding this Contract and the parties intend that the Close of Escrow shall occur no later than the Closing Date, except as may be extended only pursuant to this Contract.

4. REMEDIES.

- a. **Remedies Upon Seller's Default.** If, prior to the Closing, Seller materially defaults in any of its obligations under this Contract or breaches any of its representations or warranties set forth in this Contract after a reasonable period for Seller to cure such possible default or breach after written notice from Buyer, then Buyer shall have the right to pursue all available remedies, including, without limitation, the right to seek damages, specific performances and recovery of court costs and attorneys' fees.
- b. **Liquidated Damages And Other Remedies Upon Buyer's Default.** If, prior to the Closing, Buyer defaults in any of its obligations under this Contract, or breaches any of its representations or warranties set forth in this Contract, then Seller shall have the right to pursue all available remedies, including, without limitation, the right to seek damages, specific performances and recovery of court costs and attorneys' fees. FURTHER, BUYER AND SELLER AGREE THAT IT WOULD BE EXTREMELY DIFFICULT OR IMPOSSIBLE TO DETERMINE THE ACTUAL DAMAGES THAT SELLER WOULD SUFFER IF BUYER DEFAULTS UNDER THIS CONTRACT FOR ANY REASON OTHER THAN SELLER'S DEFAULT OR A TERMINATION OF THIS CONTRACT BY BUYER PURSUANT TO A RIGHT TO DO SO EXPRESSLY PROVIDED FOR IN THIS CONTRACT. BUYER AND SELLER THEREFORE AGREE THAT A REASONABLE PRESENT ESTIMATE OF THE DAMAGES THAT SELLER WOULD SUFFER IF BUYER DEFAULTS UNDER THIS CONTRACT IS AN AMOUNT OF MONEY EQUAL TO THE DEPOSIT(S). THEREFORE, IF BUYER DEFAULTS UNDER THIS CONTRACT, THEN SELLER SHALL HAVE THE RIGHT TO TERMINATE THIS CONTRACT BY WRITTEN NOTICE TO BUYER AND ESCROW HOLDER AND THE RIGHT TO RETAIN ANY AND ALL DEPOSITS THAT BUYER HAS PAID TO SELLER. SELLER SHALL ALSO RETAIN (1) THE RIGHT TO ENFORCE THE BUYER'S INDEMNIFICATION OBLIGATIONS FOR BUYER'S ENTRY ONTO THE PROPERTY FOR PURPOSES OF BUYER'S PRE-CLOSING INVESTIGATIONS PURSUANT TO SECTION 6 BELOW, AND (2) THE RIGHT TO RECOVER REASONABLE ATTORNEYS' FEES AND COSTS IN CONNECTION WITH SUCH ENFORCEMENT AND FOR THE ENFORCEMENT OF THE LIQUIDATED DAMAGES PROVISIONS OF THIS SECTION. THE LIQUIDATED DAMAGES OF THIS SECTION ARE AGREED TO PURSUANT TO SECTIONS 1671, 1676 AND 1677 OF THE CALIFORNIA CIVIL CODE, AND SHALL NOT BE DEEMED A PENALTY WITHIN THE MEANING OF SECTION 3275 OR SECTION 3369 OF THE CALIFORNIA CIVIL CODE, OR SIMILAR PROVISION.

Buyer's Initials

Seller's Initials

5. **SELLER'S DELIVERY OF PROPERTY DOCUMENTS.** Seller warrants and represents to Buyer based on Seller's actual knowledge limited to Seller's current property management agents, without additional duty of inquiry or investigation, that Seller will deliver to Buyer within five (5) business days of Effective Date all material written reports on the Property, which are in Seller's possession, including the items and documents with respect to the Property listed below (the "**Property Documents**"), except

appraisals. In the event this transaction does not close for any reason, Buyer shall promptly return to Seller all Property Documents.

- a. **Property Documents.** The Property Documents, which shall be provided to Buyer within five (5) business days of mutual execution of this Contract, shall include copies within Seller's possession of all CC&Rs governing the Property, all as-built architectural drawings of the Property, all engineering studies or surveys concerning the Property, copies of any maps or use permits or approvals issued by the City concerning the Property, copies of any leases or contracts relating to the Property, and any notice of violation of any law or regulation filed or issued against the Property and actually known to the Seller.

6. **RIGHT OF ENTRY.** From and after the Effective Date through the earlier to occur of the termination of this Contract or the expiration of the Initial and Extended Contingency Periods, Buyer and Buyer's employees, agents, consultants and contractors shall have the right to enter upon the Property during normal business hours, provided reasonable prior notice, which is also consistent with any notice requirements contained in applicable lease agreements with tenants, has been given to Seller, for the purpose of conducting or making any inspections and tests as are reasonably necessary. Buyer agrees to coordinate with Seller any such entry and inspection to avoid unreasonably interfering with the tenants and with Seller's operations on the Property. Buyer acknowledges that Seller may elect to have a representative of Seller present during any such entry. In connection with any such entry, Buyer: (a) shall cause all work to be performed with due care; (b) shall not permit any hazardous condition caused by Buyer (or its employees, agents, consultants or contractors) to remain on the Property; (c) shall repair any damage to the Property caused by Buyer (or its employees, agents, consultants or contractors); (d) shall procure general liability and property damage insurance in coverage types and amounts that are acceptable to Seller, evidence of which such insurance shall be delivered to Seller prior to Buyer's first entry; (e) obtain all required governmental approvals for all work performed; and (f) shall not make any repair or cause any work to be performed on or to the Property (or any portion thereof) unless Seller has expressly consented in writing to such work or repair. Seller shall be named as an additional insured on all such policies of insurance referenced above, and Buyer shall provide Seller with certificates of such policies prior to any entry onto the Property. Buyer shall indemnify, defend and hold the Property, Seller, and Seller's executors, trustees, managers, employees, agents and contractors free and harmless from and against any and all losses, claims, liabilities, damages, costs and expenses, including, but not limited to, attorneys' fees, court costs and claims for damages and/or the loss of value to the Property and to any tenants of the Property that arise out of or result from the acts or omissions of Buyer or its employees, agents, consultants or contractors. The foregoing indemnity shall survive the Closing or the earlier termination of this Contract. Buyer shall keep the Property free and clear of any mechanics' liens, materialmen's liens and other liens arising out of Buyer's right of entry and the activities contemplated in this Section.

7. **BUYER'S CONTINGENCIES AND TERMINATION RIGHTS.**

- a. **Buyer's Due Diligence Contingencies.** The Closing and Buyer's obligation to consummate the transaction contemplated by this Contract are subject to the satisfaction or written waiver, on or before the expiration of the Contingency Period(s), of the following conditions precedent (collectively, "**Buyer's Due Diligence Contingencies**"), which are for Buyer's benefit only.

i. **Title Review.** Within five (5) business days after the Effective Date, Seller will cause the Title Company to deliver to Buyer a preliminary report (the "**Report**") describing the title to the Property, together with copies of the exceptions (the "**Exceptions**") set forth in the Report. To the extent such disclosure is required by law, Seller shall deliver to Buyer a certificate (the "**Natural Hazard Certificate**") as to whether the Property lies within: (A) a special flood hazard area (California Government Code §§ 8589.3 and 8589.4); (B) an "Earthquake Special Studies Zone" as designated under the "Alquist-Priolo Special Studies Zone Act" (California Public Resources Code §§ 2621-2630, inclusive); (C) a dam failure inundation area (California Government Code § 8589.4); (D) a high fire severity zone (California Government Code § 51183.5); or (E) a wildland fire area (California Public Resources Code § 4136). Buyer shall be responsible, at its sole cost and expense, for obtaining any ALTA survey; *provided, however*, that Buyer's ability to obtain an ALTA survey shall not be a Buyer's Contingency. On or before the expiration of the Contingency Period, Buyer shall have provided Seller with written notice ("**Buyer's Objection Notice**") of any matters of title objected to by Buyer that are disclosed by the following (collectively, the "**Title Documents**"): (1) the Report; (2) the Exceptions; (3) the legal description of the Property; and (4) an CLTA survey. In the event Buyer does not timely approve the Title Documents, this Escrow and Contract shall automatically terminate and Buyer shall immediately (in no more than 24 hours after the end of the Contingency Period) sign, execute and deliver to Escrow Holder any and all documents required to terminate this Escrow with Escrow Holder. In such event, the Initial Deposit shall be refunded to Buyer. All matters of title not so objected to by Buyer shall be deemed to be approved by Buyer ("**Permitted Exceptions**"). Seller shall, on or before the Closing, remove all deeds of trust, mortgages and delinquent taxes, if any (but not the lien for real property taxes or assessments not yet due or payable).

1. **Seller's Cure Right for Title Matters.** Notwithstanding anything to the contrary contained herein, within ten (10) days after Seller's receipt of Buyer's Objection Notice, Seller shall have the right, but not the obligation, to: (i) provide assurances reasonably satisfactory to Buyer that such Exception(s) shall be removed (or cure such other title matters that are the basis of Buyer's disapproval of the Title Documents) prior to the Closing; or (ii) elect not to cure such disapproved Exception(s). With respect to any such Exception, it shall be sufficient for purposes hereof for Seller to commit in writing, within the applicable period, to remove or cure such title matters prior to the Closing. An Exception shall be deemed removed or cured if Seller furnishes Buyer with evidence that the Title Company will issue the Buyer's Title Policy, as defined herein, at the Closing deleting such Exception. If Seller cannot or does not elect to remove any of the disapproved Exception(s) (or cure any of the other disapproved matters) within the time period provided herein, Buyer shall have two (2) business days after the expiration of such ten (10)-day

period to give Seller written notice ("**Buyer's Response**") that Buyer elects to either: (1) terminate this Contract; or (2) proceed with the purchase of the Property subject to the disapproved Title Document(s). If Buyer elects to proceed with the purchase of the Property or fails to provide Buyer's Response within the two (2) business-day period, then: (A) Buyer shall be deemed to have waived such disapproval; (B) such disapproved Exceptions will be deemed Permitted Exceptions; (C) this Contract shall proceed pursuant to its terms; and (D) Buyer shall no longer have any right to terminate this Contract because of the Title Documents.

- b. **Buyer's Closing Contingencies.** The Closing and Buyer's obligation to consummate the transaction contemplated by this Contract are subject to the satisfaction or written waiver, on or before the Closing Date, of the following conditions precedent (collectively, "**Buyer's Closing Contingencies**"), which are for Buyer's benefit only.
- i. **Buyer's Title Policy.** On or before the Closing, Title Company shall, upon payment of Title Company's regularly scheduled premium, have irrevocably agreed to issue to Buyer a CTLA coverage owner's policy of title insurance, containing such endorsements as may be reasonably required by Buyer ("**Buyer's Title Policy**"), in the amount of the Purchase Price showing fee title to the Property vested solely in Buyer, and subject only to the (A) the standard, preprinted exceptions to Buyer's Title Policy (but not including any arbitration, co-insurance, creditors' rights or regional exceptions); (B) a lien (or liens) to secure payment of real estate taxes or assessments not yet due or payable; (C) any use permits; (D) matters affecting the Property created by or with the written consent of Buyer; and (E) the Permitted Exceptions. Buyer shall have sole responsibility for obtaining, and bearing the cost of any survey required by Title Company for an extended coverage owner's title policy, if desired. If Buyer does not obtain such survey, then Buyer's Title Policy will be subject to a survey exception.
 - ii. **No Default.** As of the Closing, Seller shall not be in material default in the performance of any material covenant or term to be performed by Seller under this Contract.
- c. **Buyer's Termination Right.** Buyer may terminate this Contract at any time during the Contingency Period(s), but except as provided below shall not receive a return of Deposits. Should any of Buyer's Due Diligence Contingencies or Buyer's Closing Contingencies (collectively, "**Buyer's Contingencies**") not be met or waived within the applicable time period, Buyer may terminate this Contract by written notice to Seller after giving Seller a period of five (5) business days to remedy any such condition, and receive a return of the Deposits. If this Contract is so terminated, Buyer shall have no further obligation or liability under this Contract, except as provided in Section 5 (Delivery of Property Documents), (Right of Entry Indemnity), and Section 19 (Work Product). If this Contract is terminated as set forth in this Section then any escrow, title or other cancellation fees shall be shared equally by Buyer and Seller, unless Seller is in default hereunder, in which case Seller shall pay all such fees.

8. SELLER'S CONTINGENCIES AND TERMINATION RIGHT.

- a. *Seller's Contingencies.* The Closing and Seller's obligations with respect to the transaction contemplated by this Contract are subject to the timely satisfaction or written waiver of the following conditions precedent ("**Seller's Contingencies**"), which are for Seller's benefit only.
 - i. *Representations and Warranties.* All representations and warranties of Buyer contained in this Contract shall be materially true and correct as of the date made and as of the Closing with the same effect as if those representations and warranties were made at and as of the Closing.
 - ii. *No Default.* As of the Closing, Buyer shall not be in default in the performance of any material covenant or Contract to be performed by Buyer under this Contract.
 - iii. *Seller's Termination Right.* Should any of Seller's Contingencies not be met or waived during the applicable time period, Seller may terminate this Contract by written notice to Buyer unless Buyer remedies any such condition within five (5) business days. If this Contract is so terminated, Seller shall have no further obligation or liability under this Contract. If this Contract is terminated as set forth in this Section then any escrow, title or other cancellation fees shall be shared equally by Buyer and Seller, unless Buyer is in default hereunder, in which case Buyer shall pay all such fees.

9. SELLER'S DELIVERIES TO ESCROW HOLDER.

- a. *Seller's Delivered Documents.* At least one (1) business day prior to the date set for Closing, Seller shall deposit or cause to be deposited with Escrow Holder the following items, duly executed and, where appropriate, acknowledged ("**Seller's Delivered Items**"):
 - i. *Grant Deed.* The Deed, the form of which is attached hereto as **Exhibit A**.
 - ii. *FIRPTA Certificate.* The Transferor's Certification of Non-Foreign Status in the form attached hereto as **Exhibit B** and a State of California Form 597 (collectively, the "**FIRPTA Certificate**").
 - iii. *Authority.* Such proof of Seller's authority and authorization to enter into this Contract, on the part of each individual or entity comprising Seller, and to consummate the transaction contemplated hereby as may be reasonably requested by Buyer or Title Company.
 - iv. *Title Affidavit.* A customary "seller's affidavit" as may reasonably be required by Title Company in connection with issuance of Buyer's Title Policy.
 - v. *Further Documents or Items.* Any other documents or items reasonably required to close the transaction contemplated by this Contract. If any documents or items referenced in this Section are not timely delivered to and deposited with escrow Holder, then Seller shall have the right to extend the Closing Date for a reasonable time to provide such documents and items, but Buyer shall not have a right to terminate or cancel the Escrow.

10. BUYER'S DELIVERIES TO ESCROW.

- a. *Buyer's Delivered Items.* At least one (1) business day prior to the date set for Closing, Buyer shall deposit or cause to be deposited with Escrow Holder the following ("**Buyer's Delivered Items**"):
 - i. *Funds.* The balance of the Purchase Price (after crediting the Deposits in accordance with provisions specified in Section 2a and 2b), in cash or other immediately available funds, plus or minus Buyer's share of closing costs and charges and Buyer's share of prorations set forth on the Proration and Expense Schedule (as defined in Section 12d below).
 - ii. *Preliminary Change of Ownership Report.* A Preliminary Change of Ownership Report fully completed by Buyer (the "**Preliminary Change of Ownership Report**").
 - iii. *Authority.* Such proof of Buyer's authority and authorization to enter into this Contract, on the part of each individual or entity comprising Buyer, and to consummate the transaction contemplated hereby as may be reasonably requested by Seller or Title Company.
 - iv. *Further Documents or Items.* Any other documents or items reasonably required to close the transaction contemplated by this Contract.

11. JOINT DEPOSITS INTO ESCROW. On or before one (1) business day prior to the date set for Closing, Seller and Buyer shall execute, acknowledge where required, complete required insertions, and jointly deposit into Escrow any documents identified by Escrow Holder as reasonably required for the Closing.

12. COSTS AND EXPENSES.

- a. *Seller's Costs.* If the transaction contemplated by this Contract is consummated, then Seller shall bear the following costs and expenses: (i) one-half (½) of Escrow Holder's fee; (ii) Seller's share of prorations; (iii) the portion of the cost of Buyer's Title Policy equal to the cost of a CLTA standard coverage owner's title policy, together with the cost of any endorsements necessary for Seller to cure, pursuant to Section 7a(i)(1) above; and (iv) all documentary transfer taxes (collectively, "**Seller's Costs**").
- b. *Buyer's Costs.* If the transaction contemplated by this Contract is consummated, then Buyer shall bear the following costs and expenses: (i) any additional cost for Buyer's Title Policy over and above the cost of a CLTA standard coverage owner's title policy (including the cost of any survey or other items necessary to obtain such extended coverage) and any title endorsements required by Buyer other than those that Seller is obligated to pay pursuant to Section 12a above; (ii) all document recording fees; (iii) one-half (½) of Escrow Holder's fee; (iv) Buyer's share of prorations; and (v) the cost of the Natural Hazard Certificate (collectively, "**Buyer's Costs**").
- c. *Generally.* Except as specifically set forth herein, Buyer and Seller shall pay, respectively, Escrow Holder's customary and reasonable charges to buyers and sellers for document drafting, recording and miscellaneous charges. If, through no fault of either Buyer or Seller, Escrow fails to close, Buyer and Seller shall share equally all of Escrow Holder's fees and charges; however, if the transaction fails to close as the result of the default of either party, then such defaulting party shall bear all Escrow Holder's fees and expenses. Each party shall bear the costs

of its own attorneys and consultants in connection with the negotiation and preparation of this Contract and the consummation of the transaction contemplated hereby. All other costs and expenses shall be allocated between Buyer and Seller in accordance with the customary practice in the county in which the Property is located. The items provided in this Subsection are hereinafter referred to as "**General Expenses.**"

- d. **PRORATIONS.** Income (if any) and expenses relating to the Property will be prorated as of 11:59 p.m. on the day immediately preceding the Closing. Prorations shall be governed by the provisions of this Section. Not less than five (5) business days prior to the date set for Closing, Escrow Holder shall deliver to Buyer and Seller a tentative schedule of prorations ("**Proration and Expense Schedule**") for Buyer's and Seller's respective approval. If any prorations made under this Section shall require final adjustment after the Closing, then the Parties shall make the appropriate adjustments promptly when accurate information becomes available and either party hereto shall be entitled to an adjustment to correct the same. Any corrected or adjustment proration shall be paid promptly in cash to the party entitled thereto.

13. **CLOSING PROCEDURE.** When Title Company is ready to issue the Buyer's Title Policy and all required documents and funds have been deposited with Escrow Holder, Escrow Holder shall immediately close Escrow in the manner and order provided below.

- a. ***Date; Counterparts.*** Escrow Holder shall date all instruments as of the date of the Closing (if not dated), and combine all counterparts of instruments delivered to Escrow Holder in counterparts.
- b. ***Documentary Transfer Tax Statement.*** Escrow Holder shall prepare a separate documentary transfer tax statement in the form attached to the Deed (the "**Documentary Transfer Tax Statement**"), and instruct the Office of the San Diego County Recorder (the "**Recorder's Office**") not to make the Documentary Transfer Tax Statement a part of the public record, as permitted by Section 11932 of the California Revenue and Taxation Code.
- c. ***Document Recordation.*** Escrow Holder shall record the Grant Deed in the Official Records of the Recorder's Office (the "**Official Records**").
- d. ***Preliminary Change of Ownership Report.*** Escrow Holder shall submit the Preliminary Change of Ownership Report to the Recorder's Office concurrently with the submission of the Deed for recordation.
- e. ***Notification; Disburse Funds.*** Escrow Holder shall provide email notice to Buyer and Seller (and their respective counsel) that the Closing has occurred, deliver final closing statements to each party by facsimile, and disburse funds. In disbursing funds, Escrow Holder shall debit or credit (as provided herein) all Buyer's Costs, Seller's Costs and General Expenses; credit Deposits in favor of Buyer, as specified in Sections 2a and 2b; prorate all matters based upon the agreed upon Proration and Expense Schedule; disburse the balance of the Purchase Price to Seller; and disburse the remaining funds, if any, to Buyer.
- f. ***Title Policy.*** Escrow Holder shall cause Title Company to issue the Buyer's Title Policy to Buyer.
- g. ***Informational Reports.*** Escrow Holder shall file any information reports required by Internal Revenue Code Section 6045(e), as amended.

14. **POST-CLOSING INSTRUCTIONS.** Promptly after the Closing, Escrow Holder shall deliver the following instruments:
- a. **To Seller.**
 - i. One (1) copy of the Grant Deed.
 - ii. One (1) fully-executed original of the FIRPTA Certificate, if required, the Preliminary Change of Ownership Report, the Documentary Transfer Tax Statement, and the final Escrow closing statement.
 - b. **To Buyer.**
 - i. The recorded original of the Grant Deed and the original FIRPTA Certificate.
 - ii. One (1) fully-executed original of the Documentary Transfer Tax Statement, the Preliminary Change of Ownership Report, and the final Escrow closing statement.
 - c. **To Counsel.** Copies of all documents delivered to Buyer and Seller following the Closing.
15. **SELLER'S REPRESENTATIONS AND WARRANTIES.** In consideration of Buyer entering into this Contract and as an inducement to Buyer to purchase the Property, Seller makes only the following representations and warranties as of the Effective Date and as of the Closing:
- a. **Power.** Seller has the legal power, right and authority to enter into this Contract and the instruments referenced herein, and to consummate the transaction contemplated hereby.
 - b. **Requisite Action.** All requisite action (estate, trust, corporate, partnership or otherwise) has been taken by Seller in connection with entering into this Contract and the instruments referenced herein, and to consummate the transaction contemplated by this Contract. No additional consent of any individual, executor, officer, director, shareholder, partner, member, manager, trustee, trustor, beneficiary, creditor, investor, judicial or administrative body, governmental authority or other party is required for Seller to execute this Contract and the instruments referenced herein or to consummate the transaction contemplated by this Contract.
 - c. **Individual Authority.** The individual executing this Contract and the instruments referenced herein on behalf of Seller have the legal power, right and actual authority to bind Seller to the terms and conditions hereof and thereof.
 - d. **Litigation.** There are no pending or, to Seller's knowledge, threatened judicial, arbitration, mediation, municipal or administrative proceedings affecting the Property or in which Seller is or will be a party by reason of Seller's ownership or operation of the Property or any portion thereof.
 - e. **Condemnation.** There is no pending or, to Seller's knowledge, threatened condemnation, eminent domain or similar proceeding affecting the Property or any portion thereof.
 - f. **Violations.** No notices of violation of governmental regulations relating to the Property or Seller have been received by Seller or, to the best of Seller's knowledge, entered against Seller or received by Seller and, to Seller's knowledge, no such violations exist.
 - g. **Insurance.** Seller has not received any notices from any insurance company of any defects or inadequacies in the Property.

- h. **Hazardous Materials.** Seller has no actual knowledge of the existence or prior existence on the Property of any hazardous substance or hazardous material which has produced or could produce toxic results or otherwise contaminate the Property. Seller has received no notice of any proceeding or inquiry by any governmental authority with respect to any activity which could have toxic results nor has Seller received any notice of any violation of any law or governmental regulations or order applicable to hazardous substances or other toxic or radioactive substance or any information which would constitute or lead to a violation thereof. Furthermore, Seller has not received notice of any such activity or proceeding by or with respect to any previous owner of the Property or any portion thereof or any previous tenant thereof. For purposes of this Contract: (i) the term "Hazardous Material" shall mean: (aa) any material or substance that, whether by its nature or use, is subject to regulation under any Environmental Requirement, or (bb) any material, substance, gas or waste which is toxic, ignitable, explosive, corrosive or reactive, or (cc) asbestos, or (dd) petroleum and petroleum-based products, or (ee) formaldehyde, or (ff) polychlorinated biphenyls (PCBs), (gg) freon and other chlorofluorocarbons or (hh) such other material as is designated in a notice from Landlord to Tenant (whether such notice is provided before or after Tenant first commences to use such material); (ii) the term "Environmental Requirement" shall include the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), the Toxic Substances Control Act (15 U.S.C. §2601 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), all as presently in effect and as the same may hereafter be amended, any regulation pursuant thereto, or any other present or future law, ordinance, rule, regulation, order or directive addressing environmental, health or safety issues of or by any Governmental Authority; and (iii) the term "Governmental Authority" shall mean the Federal government, or any state or other political subdivision thereof, any local government, or any agency, court or body of the Federal government, any state or other political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions.
- i. **Service Contracts.** There are no service or maintenance contracts, warranties, guarantees or bonds (whether oral or written) related to the Project which affect or will affect or which are or will be obligations of the Buyer or the Project, other than the service contracts which are referenced in Section 7(a)(iii) above, and which Buyer has approved in writing prior to expiration of the Contingency Period.
- j. **Continuing Operation.** Seller hereby agrees, through and including the Close of Escrow and at the Seller's sole cost and expense, to (A) keep all existing insurance policies affecting the Project in full force and effect, (B) use due diligence and its best efforts to keep in full force and effect and/or renew all licenses and permits which relate to or affect the Property, (C) provide all services and continue the operation, management and maintenance of the Project (including mechanical equipment of every kind used in the operation thereof) in such condition so that the Project shall be in the same condition on the Close of Escrow as on the date hereof, reasonable wear and tear excepted, (D) materially comply with all governmental regulations, and (E) keep Buyer timely advised of

any repair or improvement required to keep the Project in such condition as aforesaid and which costs in excess of Ten Thousand Dollars (\$10,000).

- k. **Extension of Service Contracts.** Except as otherwise provided herein, Seller will not extend, renew, modify or replace any of the service contracts without the prior written consent of Buyer. Seller believes that all services contracts have expired or have been cancelled. In the event any such service contracts exist, Buyer will have five (5) business days after receiving a request by Seller regarding a services contract to approve or disapprove such request and if Buyer does not approve or disapprove, Buyer shall be deemed to have approved such request.
- l. **Change in Property.** Seller shall promptly notify Buyer of any material adverse change in any condition with respect to the Property, it being understood that the Seller's obligation to provide Notice to Buyer shall in no way relieve Seller of any liability for a breach by Seller of any of its representations, warranties or covenants under this Contract.

16. **BUYER'S REPRESENTATIONS AND WARRANTIES.** In consideration of Seller entering into this Contract and as an inducement to Seller to sell the Property, Buyer makes the following representations and warranties as of the date hereof and at and as of the Closing, each of which is material and is being relied upon by Seller (and the truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder). All of Buyer's representations and warranties, shall survive the Closing for a period of three (3) years

- a. **Power.** Buyer has the legal power, right, authority, and financial ability to enter into this Contract and the instruments referenced herein, and to consummate the transaction contemplated hereby.
- b. **Requisite Action.** All requisite action (corporate, partnership, trust or otherwise) has been taken by Buyer in connection with entering into this Contract and the instruments referenced herein, and consummating the transaction contemplated hereby. No additional consent of any individual, officer, director, shareholder, partner, member, manager, trustee, trustor, beneficiary, creditor, investor, judicial or administrative body, governmental authority or other party is required for Buyer to execute this Contract and the instruments referenced herein or to consummate the transaction contemplated by this Contract.
- c. **Individual Authority.** The individuals executing this Contract and the instruments referenced herein on behalf of Buyer have the legal power, right and actual authority to bind Buyer to the terms and conditions hereof and thereof.
- d. **Waiver of Claims Against Escrow Holder.** Buyer expressly and unconditionally waives, releases, acquits, and forever discharges Escrow Holder and its successors, heirs, assigns, shareholders, directors, officers, members, managers, partners, employees, and agents, and each of them from and against any and all rights, claims, third party claims, losses, damages, actions, demands, liabilities, costs and expenses, including, but not limited to, attorneys' fees, expert fee and court costs relating to or regarding Escrow Holder's compliance with and implementation of the provisions and terms of Sections 2a and 2c for the release to Seller of the Initial Deposit and/or the Additional Deposit.

17. **AS IS PURCHASE.** As a material inducement to the execution and delivery of this Contract by Seller and the performance by Seller of its duties and obligations hereunder,


Buyer does hereby acknowledge, represent, warrant and agree to and with Seller that except for the limited specific representations and warranties of Seller set forth in this Contract: (a) Buyer is purchasing the Property in an "AS-IS," "WITH-ALL-FAULTS" condition as of the Closing with respect to any facts, circumstances, statutory compliance matters, conditions and defects of the Property (including, but not limited to, any patent or latent defects, statutory requirements, or conditions affecting or relating to the Property); (b) Seller has no obligation to repair or correct any such facts, circumstances, statutory compliance matters, conditions or defects (including, without limitation, any patent or latent defects or conditions affecting or relating to the Property) or to compensate Buyer for same; (c) by the Closing, Buyer shall have undertaken all such physical inspections and examinations of the Property (and any adjoining property) and of the Property Documents as Buyer deems necessary or appropriate under the circumstances and, that based upon its inspection and examination of the Property and of the Property Documents, Buyer is and will be relying strictly and solely upon such inspections and examinations; (d) based on the advice and counsel of its agents, employees and contractors, Buyer is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property; (e) except as expressly set forth herein, neither Seller, nor its agents, is making, and has made, any warranty or representation with respect to all or any part of the Property (including, but not limited to, the physical or financial condition of the Property) or any matters contained in the Property Documents or any other documents made available or delivered to Buyer in connection with this Contract; (f) the Property Documents and all other documents and information provided to Buyer were obtained from a variety of sources and neither Seller, nor its agents, have made any investigation or verification of such information and makes no representations as to the accuracy or completeness of such information; and (g) by reason of all of the foregoing, Buyer shall assume the full risk of any loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the physical or financial condition of the Property or any surrounding property, including, but not limited to, the presence of power lines and/or any Hazardous Materials (defined below) in, on, under or about the Property.

18. **BUYER'S RELEASE AND WAIVER.** Except for the specific representations and warranties of Seller set forth in this Contract, Buyer hereby expressly and unconditionally waives, releases, acquits, and forever discharges Seller and its executors, successors, heirs, assigns, shareholders, directors, officers, members, managers, partners, employees, agents, beneficiaries, trustors and trustees, and each of them (individually and collectively, the "**Released Parties**") from and against any and all rights, claims, third party claims, losses, damages, actions, demands, liabilities, costs and expenses, including, but not limited to, attorneys' fees, expert fee and court costs (collectively, "**Claims**") which have arisen or may arise in the future with respect to the condition or status of the Property, regardless of whether Buyer or any Released Party is presently aware of any such matters, including, without limitation, any contribution claims, indemnity rights and other rights and claims of Buyer under common law, the Federal Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), Superfund Amendments and Reauthorization Act of 1986 ("**SARA**"), the Federal Resource Conservation and Recovery Act ("**RCRA**"), the Federal Water Pollution Control Act ("**WPCA**"), or the Carpenter-Presley-Tanner Hazardous Substance Account Act ("**CPT Act**"), or any other law with respect to Hazardous Materials, each as re-authorized or amended from time to time, or any similar or successor laws, or any federal or state law

equivalent. Without limiting the generality of the foregoing, Buyer hereby expressly and unconditionally waives, releases, acquits, and forever discharges the Released Parties from (a) all remediation, cleanup, removal, mitigation, restoration, response, investigation, monitoring and all other types of costs and expenses (including, but not limited to, attorneys' fees, expert fees and court costs) arising for any reason whatsoever, including, but not limited to, those arising under common law, CERCLA, SARA, RCRA, WPCA, CPT Act or otherwise at law or in equity, relating to the existence at any time of any Hazardous Materials in, on, under, or about the Property, including, but not limited to, Hazardous Materials referenced in the Property Documents, (b) all contribution and indemnity rights and claims that Buyer has or may have under common law, CERCLA, SARA, RCRA, WPCA, CPT Act or that are otherwise available to Buyer at law or in equity against any of the Released Parties relating to any Hazardous Materials in, on, under, or about the Property, including, but not limited to, Hazardous Materials referenced in the Property Documents, and (c) all Claims relating to the physical or financial condition of the Property or any adjoining property. In no event whatsoever shall any of the Released Parties be obligated to investigate, monitor, remove, cleanup, mitigate, or otherwise remediate any Hazardous Materials at any time located in, on, under, or about the Property, including, but not limited to, Hazardous Materials referenced in the Property Documents, or to pay for any of the foregoing, or to reimburse or indemnify, defend or hold harmless Buyer for any of the foregoing. Buyer acknowledges and agrees that the foregoing release and waiver includes all rights and Claims of Buyer against the Released Parties pertaining to the condition of the Property, whether heretofore or now existing or hereafter arising, or which could, might, or may be claimed to exist, of whatever kind or nature, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, which in any way arise out of, or are connected with, or relate to, the condition of the Property. For purposes hereof, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State or the United States Government, including, without limitation, any material or substance which is (A) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. section 6901 et seq. (42 U.S.C. § 6903), (B) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. section 9601 et seq. (42 U.S.C. § 9601), (C) asbestos, or (D) petroleum. Without limiting the generality of the foregoing, Buyer hereby acknowledges and waives California Civil Code Section 1542 which states:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS or her FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM or her MUST HAVE MATERIALLY AFFECTED HIS or her SETTLEMENT WITH THE DEBTOR."

BY INITIALING THIS SECTION, BUYER ACKNOWLEDGES THAT IT HAS READ, AND IS FAMILIAR WITH, CALIFORNIA CIVIL CODE SECTION 1542, AND HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTE OR COMMON LAW PRINCIPLE OF SIMILAR EFFECT.


Buyer's Initials

19. **WORK PRODUCT.** If for any reason, other than Seller's material default hereunder, the Closing does not occur, Buyer shall deliver or cause to be delivered to Seller within ten (10) days after Seller's written request, at no cost to Seller, all Work Product (as defined herein) relating to the Property. The term "**Work Product**" includes all of Buyer's right, title and interest in and to all engineering and architectural plans; studies and reports by consultants, such as soils reports, environmental reports, preliminary plans and specifications and feasibility studies; all permits and approvals for work of any kind concerning the Property; the Property Documents; and all other reports, studies and documents prepared by third parties. Work Product does not include Buyer's internal confidential memoranda relative to the Property.

20. **GENERAL PROVISIONS.**

- a. **Damage to Property.** If, prior to Closing, all or any portion of the Property is damaged by fire or other casualty (collectively "**Damage**"), then the following procedures shall apply:
- i. **Less than \$100,000.** If the estimated aggregate cost of repair and/or replacement of the Damage is One Hundred Thousand Dollars (\$100,000.00) or less, as reasonably determined by Seller, Buyer shall: (A) proceed with the Closing and take the Property subject to such Damage; (B) be entitled to receive any insurance proceeds for such Damage; and (C) be entitled to a reduction in the Purchase Price equal to the cost of repairing such Damage which is not covered by the insurance proceeds actually received by Buyer.
 - ii. **Greater than \$100,000.** If the estimated aggregate cost of repair and/or replacement of the Damage is greater than One Hundred Thousand Dollars (\$100,000.00), as reasonably determined by Seller, Buyer may elect to either: (A) terminate this Contract by written notice to Seller, receive a return of any Deposits and neither party shall have any further liability to the other hereunder, except as otherwise provided herein; or (B) proceed with the Closing and take the Property subject to such Damage by giving written notice to Seller within thirty (30) days after the date of such Damage, in which case Buyer shall be entitled to receive any insurance proceeds for such Damage, and shall be entitled to a reduction in the Purchase Price equal to the cost of repairing such Damage which is not covered by the insurance proceeds actually received by Buyer. If Buyer fails to make an election within the time period stated in this subsection, Buyer shall be deemed to have elected to proceed with the Closing.
- b. **Condemnation.** If any portion of the Property shall be taken or appropriated by a public or quasi-public authority exercising the power of eminent domain, Buyer shall have the right, at its option, to (i) terminate this Contract and receive a

- refund of the Deposit(s), or (ii) proceed with the purchase of the Property and receive all the award or payment made in connection with such taking.
- c. **Notices.** All notices, demands, requests or other communications required or permitted hereunder (collectively, "Notices") shall be in writing, shall be addressed to the receiving party, with a copy to such party's counsel, if any, as provided in the Defined Terms Section above, and shall be personally delivered, sent by overnight mail (FedEx® or another carrier that provides receipts for all deliveries), sent by certified mail, postage prepaid, return receipt requested or sent by facsimile transmission (provided that a successful transmission report is received). All Notices shall be effective upon receipt at the appropriate address. Notice of change of address shall be given by written notice in the manner detailed in this Section. Rejection or other refusal to accept or the inability to deliver due to changed address or facsimile number of which no Notice in accordance with this Section was given shall be deemed to constitute receipt of such Notice. Any operational failure of a Notice recipient's facsimile equipment shall extend the time for giving of Notice during such period up to a maximum delay of forty-eight (48) hours. The providing of copies of Notices to the parties' respective counsel is for information only, is not required for valid Notice and does not alone constitute Notice hereunder. Buyer and Seller agree that Notices may be given hereunder by the parties' respective counsel, and that, if any communication is to be given hereunder by Buyer's or Seller's counsel, such counsel may communicate directly with all principals as required to comply with the provisions of this Section.
- d. **Legal Fees.** If either Buyer or Seller brings any action or suit against the other for any matter relating to or arising out of this Contract, or if either party appears in any bankruptcy proceeding relating to the other party arising from a dispute under this Contract, then the prevailing party in such action, suit or proceeding, whether by final judgment or out of court settlement, shall be entitled to recover from the other party all costs and expenses of suit, including actual expert witnesses fees and costs and attorneys' fees. Any judgment or order entered in any final judgment shall contain a specific provision providing for the recovery of all costs and expenses of suit, including actual attorneys' fees incurred in enforcing, perfecting and executing such judgment. For the purposes of this Section, such costs and expenses shall include, but not be limited to, in-house and outside attorneys' fees, costs and expenses incurred in such action, suit or proceeding, including, but not limited to the following: (i) post-judgment motions; (ii) contempt proceedings; (iii) garnishment, levy, and debtor and third party examinations; (iv) discovery; (iv) bankruptcy proceeding and litigation (including post-petition proceedings); and (vi) appeals.
- e. **Assignment.** Buyer may not assign its rights or obligations under this Contract without Seller's prior written consent, such consent not to be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, Buyer shall have the right to assign its position in this transaction to a single asset entity such as an LLC or Subchapter S Corporation whose member or sole shareholder is the Buyer or to an entity which is either substantially owned or controlled by Buyer or Michael Grant. Upon Seller's acceptance of Buyer's assignment and provided that Buyer's assignee accepts Buyer's obligations under this Contract, Buyer shall be released from such obligations as of the date of such assignment.

- f. **Cooperation.** Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use all reasonable efforts to accomplish the Closing in accordance with the provisions hereof.
- g. **Computation of Time Periods.** Time is of the essence of every provision herein contained. All references herein to a particular time of day shall be deemed to refer to California time. In the computation of any period of time provided for in this Contract or by law, the day of the act or event from which said period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday, or State of California legal holiday, in which case the period shall be deemed to run until 7:00 p.m. of the next day that is not a Saturday, Sunday, or State of California legal holiday. The term "business day" as used herein shall mean each day other than a Saturday, Sunday, or State of California legal holiday. Except as otherwise expressly provided herein, all time periods expiring on a specified date or period herein shall be deemed to expire at 7:00 p.m. on such specified date or period.
- h. **Counterparts; Facsimile Signatures.** This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. A facsimile signature shall be deemed an original signature.
- i. **Captions.** Any captions to, or headings of, the sections or subsections of this Contract are solely for the convenience of the parties hereto, are not a part of this Contract, and shall not be used for the interpretation or determination of the validity of this Contract or any provision hereof.
- j. **No Obligations to Third Parties.** Except as otherwise expressly provided herein, the execution and delivery of this Contract shall not be deemed to confer any rights upon, nor obligate any of the parties to this Contract to, any person or entity other than the parties hereto.
- k. **Exhibits and Schedules; Section References.** The exhibits and schedules attached hereto are incorporated herein by this reference for all purposes. References to numbered sections are references to sections of this Contract unless otherwise indicated.
- l. **Amendment to this Contract.** The terms of this Contract may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.
- m. **Waiver.** The waiver or failure to enforce any provision of this Contract shall not operate as a waiver of any future breach of any such provision or any other provision hereof.
- n. **Applicable Law.** This Contract shall be governed by and construed in accordance with the local law of the State of California. This Contract was made in and is to be performed entirely within the State of California, and its interpretation, its construction and the remedies for its enforcement or breach are to be applied pursuant to, and in accordance with, the laws of the State of California for contracts made and to be performed therein.
- o. **Arbitration, Venue and Jurisdiction.** The Parties expressly agree that any and all disputes of whatsoever nature between or among Buyer and Seller arising out of or in connection with the execution, interpretation and performance of this Contract (including the validity, scope, applicability and enforceability

of this arbitration provision) shall be solely and finally settled by arbitration pursuant to the Federal Arbitration Act. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures, together with the right of each party to conduct up to three (3) depositions of witnesses subject to reasonable limitations on such depositions as applied by the Arbitrator. Judgment on the award by the Arbitrator may be entered in any court having jurisdiction.

- i. The Parties understand and agree that by initialing the space below they are waiving any and all rights to have any dispute resolved or litigated in a court and by a jury trial.
- ii. The arbitration proceedings shall be held in San Diego, California. The arbitration shall be conducted by a sole arbitrator appointed by JAMS, who shall be a retired or former judge from a court located in California (the "Arbitrator") and the parties agree to select an Arbitrator within ten (10) Business Days from the receipt of the Arbitration Notice by JAMS. The parties agree to shorten the time period to disqualify a potential arbitrator under CCP 1281.91 to ten (10) Business Days after receipt of a disclosure statement from a potential arbitrator. The parties shall diligently and timely pursue an arbitration hearing date in the dispute, which hearing shall occur no later than 90 calendar days after an arbitration proceeding is filed with JAMS, unless good cause for additional time to conduct the arbitration hearing is found by the arbitrator.
- iii. The prevailing party in any arbitration, or court proceeding in the case of an equitable remedy only under this Contract, will be entitled to recover its fees and costs incurred in the arbitration or proceeding (including attorneys and arbitration fees and costs) from the non-prevailing party, provided that the arbitrator or judge has the discretion to determine that there is no prevailing party or to eliminate or reduce the prevailing party's recovery of its costs and fees to the extent that the arbitrator or judge determines that full recovery thereof would be unreasonable or disproportionate to the harm suffered by the prevailing party. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, expert costs and fees, and attorneys' fees. In absence of a determination of a prevailing party, the parties shall split equally all expenses of the arbitration and shall bear their own attorneys', expert, and witness fees and costs.

The parties have read and understand this Arbitration provision and agree to submit all disputes arising out of or relating to the matters described above to binding neutral arbitration.



Buyer's Initials

Seller's Initials

- p. **NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES.** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.
- q. **Entire Contract.** This Contract supersedes any prior Contracts, negotiations and communications, oral or written, and contains the entire Contract between, and the final expression of, Buyer and Seller with respect to the subject matter hereof. No subsequent Contract, representation or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.
- r. **Construction.** The parties hereby acknowledge and agree that (i) each party hereto is of equal bargaining strength; (ii) each party has actively participated in the drafting, preparation and negotiation of this Contract; (iii) each party has consulted with such party's own independent counsel and such other professional advisors as such party has deemed appropriate, relating to any and all matters contemplated under this Contract; (iv) each party and such party's counsel and advisors have reviewed this Contract; (v) each party has agreed to enter into this Contract following such review and the rendering of such advice; and (vi) any rule of construction to the effect that ambiguities are to be resolved against the drafting parties shall not apply in the interpretation of this Contract, or any portions hereof, or any amendments hereto.
- s. **Possession.** Possession of the Property shall be delivered to Buyer on the Closing.

The Parties hereto have executed this Contract as of the Effective Date.


SELLER:

SANTEE SCHOOL DISTRICT

By: _____
 Karl Christensen
 Assistant Superintendent,
 Business Services

BUYER:

M Grant Real Estate Inc.,
 a California corporation

By:  _____
 Michael Grant
 Its: President

ACCEPTANCE BY ESCROW HOLDER

STEWART TITLE OF CALIFORNIA, a California corporation, hereby acknowledges that it has received a fully executed original of the foregoing Purchase and Sale Agreement and Joint Escrow Instructions by and between the Santee School District, as Seller, and M Grant Real Estate Inc, a California corporation, as Buyer, and agrees to act as Escrow Holder thereunder and to be bound by and strictly perform the terms thereof as such terms apply to Escrow Holder. Escrow Holder shall execute two (2) originals of this Acceptance by Escrow Holder and deliver one (1) original to Seller and Buyer promptly following the opening of Escrow.

Dated: _____, 2014

STEWART TITLE OF CALIFORNIA,
a California corporation

By: _____

Name: _____

Title: _____

[Type text]

EXHIBIT A

FORM OF DEED

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Santee School District
9625 Cuyamaca Street
Santee, CA 92071
Attention: Karl Christensen

(Space Above for Recorder's Use)

MAIL TAX STATEMENTS TO:

M. Grant Real Estate, Inc.
Attention: Michael Grant
110 Town Center Parkway
Santee, CA 92071

**DOCUMENTARY TRANSFER TAX:
NOT OF PUBLIC RECORD**

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Santee School District ("**Grantor**"), hereby grants M Grant Real Estate Inc, a California corporation ("**Grantee**"), all right, title and interests in the real property (the "**Property**") in the County of San Diego, State of California, described as follows:

See Schedule 1 attached hereto and incorporated herein by reference.

SUBJECT TO:

1. All non-delinquent real property taxes and unpaid general and special assessments.
2. Zoning, building, access, environmental and other similar restrictions imposed by laws, ordinances, rules, requirements, resolutions, policy statements and regulations of governmental and quasi-governmental authorities claiming jurisdiction over the Property.
3. All matters of record or which would be disclosed by an inspection of the Property or a survey of the Property.
4. Private, public and utility easements.
5. Roads and highways, if any.
6. Rights-of-way.
7. Drainage ditches, feeders, laterals, drain tile, pipes or other conduit.

8. All acts and/or omissions of Grantee and those acting by, through or under Grantee.
Grantor has caused this Grant Deed to be duly executed on _____, 2014.

GRANTOR:

SANTEE SCHOOL DISTRICT

BY: _____
KARL CHRISTENSEN, ASST. SUPERINTENDENT

ACKNOWLEDGMENT

State of California
County of San Diego

On _____ before me, _____,
(here insert name and title of the notary)

personally appeared Karl Christensen who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT B

TRANSFEROR'S CERTIFICATE OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform M Grant Real Estate Inc., a California corporation ("**Transferee**"), the transferee of the real property described on Schedule 1 (the "**Property**") attached hereto and incorporated herein by this reference, that withholding of tax is not required upon the disposition of the Property by Santee School District ("**Transferor**"), the undersigned hereby declares the following on behalf of Transferor:

1. Transferor is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).
2. Transferor's U.S. employer identification number is 95-6002872.
3. Transferor's office address is: 9625 Cuyamaca Street, Santee, CA 92071.
4. Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, the undersigned declares that he/she has the authority to execute this certification on behalf of Transferor and further declares that he/she has examined this certification, and to the best of his/her knowledge and belief, this certification is true, correct and complete.

Executed this ____ day of _____, 2014.

SANTEE SCHOOL DISTRICT

BY: _____
KARL CHRISTENSEN, ASST. SUPERINTENDENT

SCHEDULE 1

LEGAL DESCRIPTION

Parcel I

All of Lot 13 and the Southerly 174.50 feet (measured along the Westerly line) of Lot 4, Block "C" of Fanita Rancho, according to Revised Map of a part of said Rancho No. 688, filed in the Office of the County Recorder of San Diego County, October 22, 1891.

Parcel II

An easement and right of way for utilities including sewer, water, gas, and electric line purposes over, under, along and across the Easterly 10 feet of Lot 4 in Block "C" of Fanita Rancho, in County of San Diego, State of California, according to revised Map of a part of said Rancho No. 688, filed in the Office of the County Recorder of San Diego County, October 22, 1891.

The easement herein described is hereby declared to be appurtenant to and for the use and benefit of the present and future owners of all or any portion of Parcel 1 above described.

EXCEPTING THEREFROM that portion lying within Parcel I above described.

BACKGROUND:

Construction of the new 10-Classroom Addition at Pepper Drive School resulted in the removal of the existing upper turfed field used for Physical Education activities. Originally, project plans included the installation of a new field behind the building to replace the one demolished for construction. Due to limited funding, this part of the project was subsequently removed.

Construction projects require obtaining a Storm Water Pollution Prevention Plan (SWPPP) permit and one was obtained for the Pepper Drive School 10-Classroom Addition project prior to removing the replacement of the turfed field from the project. Consequently, the SWPPP cannot be closed out until a remedy is put in place to prevent silt from entering the storm water system. This requires either installing turf/landscaping or installing mulch material. The estimate provided for the latter option is nearly \$30,000 and would have to be removed whenever the field is eventually turfed. The estimate for the former option is approximately \$300,000.

The Principal at Pepper Drive School and the Director Facilities have been having verbal conversations with a member of the County Board of Supervisors who has expressed an interest in pursuing a joint use partnership for installing the field. If this option materializes, most, if not all, of the cost of installation could be paid for by a grant.

One of the major obstacles to installing a turf field, however, is the lack of adequate water pressure for irrigation. Pepper Drive School has only one water meter shared for both domestic and irrigation water. The current water pressure for the upper pad is below 35 pounds, thereby making it inadequate to supply sufficient water for irrigating a new turf field.

Given the success of the Hill Creek School water well project, staff has been exploring the option of installing a water well at Pepper Drive School for irrigation. Preliminary research indicates it to be a viable option. Below is a summary of water and sewer costs at Pepper Drive School for the prior 4 years:

Cost	2009-10	2010-11	2011-12	2012-13
Water	\$9,947	\$12,793	\$18,355	\$14,433
Sewer	\$9,102	\$11,359	\$14,444	\$11,904
Other Chgs	\$2,302	\$1,408	\$1,408	\$1,408
Total Bill	\$21,351	\$25,560	\$34,207	\$27,745

With an estimated cost of \$135,000, the development of an irrigation water well system, like the one installed at Hill Creek School, could pay for itself within 5 years and ultimately save hundreds of thousands of general fund dollars. However, there is an inherent risk in this endeavor as the District could incur roughly ½ of that cost to engineer and dig the well and potentially not find adequate water. Nonetheless, Administration believes the rewards outweigh the risk, especially given the prospect of obtaining a joint use grant for installation of the turfed field.

The California Environmental Quality Act (CEQA) requires an analysis of potential adverse environmental impacts for public works projects. Generally, there are 3 options for responses to the analysis:

- **Exemption:** 14 Calif. Code of Regulations Sec. 15061(b)(3) provides in part that “Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.” There are 2 broad categories for exemption; statutory and categorical. Notices of Exemption are filed with the County Clerk and must be available for inspection within 24 hours and remain posted for a minimum of 30 days. The filing of the notice with the County Clerk begins a 35 day statute of limitations time period for legal challenges.
- **Negative Declaration:** A negative declaration may be adopted when there is no substantial evidence in light of the whole record that the project may result in a significant adverse environmental effect. This includes projects for which a potential effect was identified, but revisions or mitigation measures imposed on the project will avoid the effect or reduce it to a level of insignificance (mitigated negative declaration). This level requires publication in a newspaper, posting of notices in various locations, and direct mailings to interested parties.
- **Environmental Impact Report (EIR):** When significant adverse impacts to the environment are expected, the public entity may determine that a complete Environmental Impact Report is necessary. An EIR requires more substantial notification and public input requirements over a longer period of time.

As with the successful Hill Creek School project, staff recommends a categorical exemption for new construction of small structures. The amount of water to be pumped for the planned irrigation water well at Pepper Drive School is negligible compared to the amount of water available in the aquifer. Staff will discuss the District’s intention for filing an exemption for this project with Helix Water District if the Board agrees to move forward.

A tentative schedule for this project could be as follows:

Board Adoption of Categorical Exemption	July 1, 2014
30-Day Filing/Waiting Period	July 2 through July 31, 2014
Board Initiation of RFP Process	July 1, 2014
Distribution of RFP/Q to Interested Parties	July 2 through July 9, 2014
RFP Submittals Due Date	July 22, 2014
Board Approval of Contract	August 5, 2014
Design/Construction/Drilling	September 2014
Pump System/Operation Completion	October 2014

RECOMMENDATION:

This is an information item. Action, if any, 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 cost of filing the Notice of Exemption is \$50.00. Estimated cost of project is approximately \$135,000 to be funded from irrigation cost savings in the General Fund if the project moves forward and potentially reimbursed by a joint-use partnership grant if a joint-use project agreement is successful with the County of San Diego.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item F.1.2.

BACKGROUND:

With full implementation of the Common Core State Standards (CCSS) and Smarter Balanced Assessments (SBAC) in 2014-15, this current school year has been one of transition. Part of the transition will necessitate transformation of practices, processes, and structures. Further transitions have included legislation enacting the Local Control Funding Formula which requires school districts to develop and adopt a Local Control Accountability Plan (LCAP) every 3 years. The LCAP is a strategic planning instrument involving significant stakeholders to inform decision-making in the formation of goals and action steps. Tonight's presentation will focus on the first 7 action steps of the LCAP specific to our digital initiative. The goal of these action steps is to improve student learning and increase services.

Tonight Dr. Laura Spencer, Coordinator of Instructional Technology, Bernard Yeo, Director of Technology, Bonner Montler, Coordinator of Assessment and English Learner and Eileen Moreno, Director of Curriculum and Assessments will present reports on:

- **Instructional support for the Digital Learning Initiative:** Dr. Laura Spencer will share the curricular opportunities available to students through their digital devices. She will also share the resources created to help teachers make the transition to digital learning.
- **Digital Learning Initiative Infrastructure:** Bernard Yeo will discuss components of the infrastructure that needs to be in place to support the Digital Learning Initiative.
- **DreamBox:** Bonner Montler will share information about the DreamBox Learning Program pilot and feedback received from teachers and students. Teachers will share their experience with this blended learning program and how it impacted student achievement.
- **Safari Montage:** Eileen Moreno will describe the components of Safari Montage including the K-8 Super Core Content Package and Creation Station. These allow teachers to integrate volumes of digital images and videos into their instruction.

RECOMMENDATION:

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

FISCAL IMPACT:

There is no fiscal impact from this item.

STUDENT ACHIEVEMENT IMPACT:

Providing a smooth and well-planned transition to Common Core State Standards and Smarter Balanced Assessment will help students transform their learning to better compete in the 21st century global society.

Motion: _____ Second: _____ Vote: _____

Agenda Item F.2.1.

Prepared by Dr. Stephanie Pierce
June 17, 2014

BACKGROUND:

Legislation enacting the Local Control Funding Formula requires school districts to develop and adopt a new Local Control Accountability Plan (LCAP) every 3 years and to update the plan every year. The LCAP is a strategic planning instrument involving significant engagement of stakeholders to inform decision-making for the formation of Goals and Action Steps. These Goals and Action Steps are designed to increase or improve services for all students, including significant sub-groups, and for unduplicated count students in proportion to the increase in Supplemental and Concentration Grant funding. LCAP Action Steps are then to be linked to specific budgeted resources within the district's Adopted Budget.

The LCAP development process incorporates the following steps:

1. Assembling of relevant data
2. Analysis of data to identify needs
3. Consultation with various stakeholder groups
4. Drafting of Goals linked to the 8 State Priority Areas
5. Drafting of Action Steps to achieve the Goals
6. Presentation of draft LCAP to DAC and DELAC for comment
7. Responding, in writing, to comments from DAC and DELAC
8. Presentation of draft LCAP to the community for comment
9. Conducting of Public Hearing to solicit additional public comment
10. Adoption of 3 Year LCAP
11. Continuing evaluation and assessment of LCAP Action Step effectiveness
12. Annual revision of LCAP Goals and Action Steps, as needed

The District's final LCAP for 2014-15 contains 6 Goals and 18 Action Steps.

- Five of the Action Steps pertain specifically to unduplicated count students.
- Seven of the Action Steps pertain to the Digital Learning Initiative which focuses on all students including unduplicated count students.
- The Digital Learning Initiative presents an investment of \$3.8 million in 2014-2015 and \$10.8 million over the 3 year LCAP period.
- The 18 LCAP Action Steps represent the commitment of \$6.6 million in 2014-15 within a \$53.3 million General Fund budget.
- Over the 3 year LCAP period, the LCAP Action Steps represent an investment of \$17 million in financial resources within \$163.7 million of estimated General Fund budget.

RECOMMENDATION:

Administration recommends the Board of Education adopt the 2014-15 Local Control Accountability Plan.

This recommendation supports the following District goals:

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

\$6.6 million for 2014-15; \$17 million over the 3 year LCAP period.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item F.2.2.

BACKGROUND:

The California Common Core State Standards in Mathematics (CA CCSSM) resemble the standards of the highest-achieving nations and reflect the importance of focus, coherence, and rigor. California's implementation of the CA CCSSM demonstrates a commitment to providing a world-class education for all students that supports narrowing the achievement gap, life-long learning, and the skills and knowledge necessary to fully participate in the 21st century global economy. The CA CCSSM will build on California's standards-based educational system in which standards, curriculum, instruction, assessment, and accountability are aligned to support student attainment of the standards.

The progression from kindergarten standards to standards for higher mathematics exemplifies the three principles of focus, coherence, and rigor that are the basis for the CA CCSSM. The standards stress conceptual understanding, procedural skill and fluency, and application, to ensure students are learning and absorbing the critical information they need to succeed at higher levels and can apply their learning in increasingly complex situations.

The CA CCSSM includes two types of standards: Eight Standards for Mathematical Practice (the same at each grade level) and Standards for Mathematical Content (different at each grade level). These standards address both "habits of mind" that students should develop to foster mathematical understanding and expertise, and also skills and knowledge – what students need to know and be able to do. The standards also call for mathematical practices and mathematical content to be connected as students engage in mathematics. The scope of the Smarter Balanced Assessment for eighth graders will encompass the both Mathematical Standards and Mathematical Content.

Tonight Bonner Montler, Coordinator for Assessment and English Learner, Jennifer Rolfe, Pepper Drive 8th grade teacher, Mark Robbins, Rio Seco 8th grade teacher and Cindi Schultz, PRIDE Academy 7/8 grade teacher, will present on the 8th grade CA CCSSM mathematics alignment for curriculum, instruction, and assessment. Additionally we will investigate options for offering Algebra 1 for students in addition to CA CCSSM 8th grade mathematics.

RECOMMENDATION:

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

FISCAL IMPACT:

There is no fiscal impact from this item.

STUDENT ACHIEVEMENT IMPACT:

Providing a smooth and well-planned transition to Common Core State Standards in Mathematics and Smarter Balanced Assessment will help students transform their learning to better compete in the 21st century global society.

Motion: _____ Second: _____ Vote: _____

Agenda Item F.2.3.

BACKGROUND:

Each year, school districts must adopt a budget by June 30th for the subsequent fiscal year. Since adoption of the State Budget rarely coincides with this timeline, the District's budget is adopted using a set of assumptions outlined in the Governor's May Revise proposal as well as actions taken or contemplated by other regulatory and governmental agencies.

As of the time of development of the District's Adopted Budget, the State Budget had not yet been adopted. Therefore, State revenue assumptions in the district budget include those contained in the Governor's May Revise proposal. Below is a listing of the key assumptions contained in the District's Adopted Budget:

- Total TK-8 CBEDs Enrollment: 6,495
- P-2 ADA: 6,237.28 (same as 2013-14 actual)
- Funded ADA: 6,237.28
- Local Control Funding Formula (LCFF) Funding:
 - COLA = 0.85%
 - Funding GAP Percentage = 28.05%
 - Unduplicated Pupil Count Percentage = 43.42% (same as 2013-14 actual)
 - Estimated increase in Total Funding Compared to Prior Year = 9.38%
 - Estimated increase in LCFF Base Grant Only Funding Compared to Prior Year = 6.66%
- Budget Year and Multi-Year Impact for all LCAP Action Steps

Revenues, expenditures, and ending funding balance for 2013-14 are estimates based on the latest analysis of activity and transactions posted through the end of May. These will be finalized upon closing of the books which is scheduled for August 15, 2014.

Administration will provide the Board and the community with a User Friendly version of the budget in addition to the required State SACS (Standardized Account Code Structure) document in order to promote more readability and understanding.

RECOMMENDATION:

It is recommended that the Board of Education adopt the budget for the 2014-15 fiscal year as presented. Revisions to the budget will be brought back to the Board for approval following adoption of the State budget.

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:

All anticipated revenues and expenditures are included in the budget document. The expected results for the General Fund are as follows:

Item	2013-14		2014-15		2015-16		2016-17	
	Unrestricted	Restricted	Unrestricted	Restricted	Unrestricted	Restricted	Unrestricted	Restricted
Beginning Fund Balance	9,850,256	383,099	\$9,006,902	\$1,201,183	\$6,296,561	\$213,070	\$3,582,336	\$168,097
Audit Adjustments	0							
Total Income	\$40,419,511	\$7,778,019	\$43,485,424	\$6,144,723	\$45,535,227	\$6,144,724	\$47,049,137	\$6,144,724
Total Outgo	\$41,262,865	\$6,959,935	\$46,195,765	\$7,132,836	\$48,249,452	\$6,189,698	\$49,850,991	\$6,144,724
Change in Fund Balance	(\$843,354)	\$818,084	(\$2,710,341)	(\$988,113)	(\$2,714,225)	(\$44,973)	(\$2,801,854)	\$0
Ending Fund Balance	\$9,006,902	\$1,201,183	\$6,296,561	\$213,070	\$3,582,336	\$168,097	\$780,482	\$168,097
Undesignated/Unappropriated	\$6,950,370	\$0	\$4,086,856	\$0	\$1,335,088	\$0	(\$1,515,674)	\$0
Economic Uncertainty Reserve	\$1,446,684		\$1,599,858		\$1,633,174		\$1,679,871	
Fund 17 Reserve	\$2,871,006		\$2,884,755		\$2,902,064		\$2,919,476	
Total Reserves	\$11,268,061		\$8,571,469		\$5,870,326		\$3,083,674	
Reserve as % of Expenditures	23.37%		16.07%		10.78%		5.51%	

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item F.3.1.

BACKGROUND:

Proposition 30, *The Schools and Local Public Safety Protection Act of 2012*, approved by the voters on November 6, 2012, temporarily increases the state’s sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers. The revenues generated by Proposition 30 were instrumental in avoiding further cuts to State Aid for K-14 public education but did not provide additional revenue for school districts.

The revenues generated from Proposition 30 are deposited into a state account called the Education Protection Account (EPA). School districts, county offices of education, and charter schools (LEAs) will receive funds from the EPA based on their proportionate share of the statewide revenue limit amount, which includes charter school general purpose funding. A corresponding reduction is made to an LEA’s revenue limit or charter school general purpose state aid equal to the amount of their EPA entitlement. Proposition 30 specifies that EPA funds may not be used for salaries and benefits of administrators or any other administrative costs.

In accordance with the provisions of Proposition 30, each LEA must hold a public hearing signifying the use of EPA funds.

The District estimates that it will receive \$5,730,321 in EPA funds for the 2013-14 fiscal year. All of these funds will be used to pay a portion of unrestricted certificated teacher salaries.

	Fiscal Year:	
	2014-15	
	Estimate as of:	
	Adopted Budget	
Description	Sources	Uses
Estimated Total LCFF Funding	42,150,776	
Less: Estimated Property Tax Funded Portion of LCFF Funding	10,710,694	
Estimated Total State Aid Portion of LCFF Funding	31,440,082	
Less: Estimated Amount to be Received from Education Protection Account	5,730,321	
Difference	25,709,761	
Total Unrestricted Certificated Teacher Salaries (Object 1100-000, Function 1000)	17,962,695	
Less: Amount to be paid from Education Protection Account Proceeds	5,730,321	
Amount to be paid from other Unrestricted General Fund Sources	12,232,374	

RECOMMENDATION:

It is recommended that the Board of Education adopt Resolution No. 1314-24 Designating Use of Education Protection Account funds for 2014-15 to pay a portion of unrestricted certificated teacher salaries.

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 \$5,730,321, in EPA funds offset by a commensurate reduction in Revenue Limit State Aid.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item F.3.2.

RESOLUTION NO. 1314-24
REGARDING USE OF THE EDUCATION PROTECTION ACCOUNT

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of the Santee School District;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Santee School District has determined to spend the monies received from the Education Protection Act for a portion of unrestricted certificated teacher salaries in Function Code 1100.

DATED: JUNE 17, 2014.

Board Member

Board Member

Board Member

Board Member

Board Member

Discussion and/or Action Item F.4.1.

Approval for Digital Learning Initiative:

- Devices for Students

Prepared by Dr. Stephanie Pierce

June 17, 2014

BACKGROUND:

The 1:1 Digital Learning Initiative is an opportunity for learners to engage in a purposeful academic environment with challenging curriculum. As part of this initiative, the Digital Learning Committee, comprised of teachers representing every school site, met several times throughout the year to investigate technology integration into classroom practice. The committee selected the iPad Air as the device to support student learning. With its creative tools, interactive books, and a wealth of educational apps and content, the iPad provides endless learning possibilities aligned to Common Core State Standards. Students can demonstrate mathematical processes, go on virtual field trips, create multimedia presentations, write interactive stories, and so much more, making it an integral part of the delivered curriculum.

RECOMMENDATION:

Administration recommends approval of the purchase of iPads, with necessary peripherals and software, for students in grades 3-5, plus 2nd and 6th grade students in 2/3 and 5/6 combination classes, for the 2014-15 school year not to exceed the amount budgeted.

This recommendation supports the following District goals:

- Assure the highest level of educational achievement for all students.
- Provide a safe, engaging environment that promotes creativity, innovation and personalized learning.

FISCAL IMPACT:

Funding for these devices, up to \$1,282,048.00, will come from Common Core One-Time funds and Base Grant and Supplemental Grant portions of the Local Control Funding Formula (LCFF).

Current Estimate

Description	Qty.	Price	Subtotal	Sales Tax	Total
iPad Air 16GB WiFi	2210	\$482.00	\$1,065,220	\$84,687.20	\$1,149,907.20
UZBL Shockwave Case	2210	\$33.00	\$72,930	\$5,834.40	\$78,764.40
TOTAL					\$1,228,671.60

STUDENT ACHIEVEMENT IMPACT:

These devices will serve as an integral component of daily instruction, providing students a purposeful academic environment with challenging curriculum that is student-centered and focused on inquiry-based learning.

Motion: _____ Second: _____ Vote: _____

Agenda Item F.4.1.

Discussion and/or Action Item F.4.2.

Approval for Digital Learning Initiative:

- Hardware and Software Support for Student iPads
- Mobile Device Management System
- Tech Support MacBook Air Devices for Students

Prepared by Dr. Stephanie Pierce
June 17, 2014

BACKGROUND:

The 1:1 Digital Learning Initiative is an opportunity for learners to engage in a purposeful academic environment with challenging curriculum. The District recently provided iPad Airs to teachers, vice-principals, principals, technology staff and district curriculum leaders. The next step is the provision of the iPads Airs to students.

Distribution of the iPad Airs to students will be carried out in three (3) phases.

<u>Phase</u>	<u>School Year</u>	<u>Grade Levels</u>
One	2014-15	3-5 *
Two	2015-16	6-8
Three	2016-17	K-2

* includes 2/3 and 5/6 combination classes

With the purchase of iPad Air devices in Phase One, there is a need to have the following hardware and software to support the deployment.

- **LightSpeed Mobile Device Management (MDM) Software:** The MDM Software will allow the District to roll out, manage, and safely implement the iPad devices to the students. Using the MDM software, the District can set device management and configuration policies at multiple levels (district, school, classroom, group, and device). It will also centralize device inventory, remote lock, device wipe, and also force user authentication. When paired with Apple's Device Enrollment Program (DEP), it will ensure both student and device safety.

LightSpeed MDM is used by school districts that have deployed student iPads including San Diego Unified and Fullerton Unified School District.

- **Apple MacBook Air:** The MacBook Air will be a tool for the Technology Department staff to provide ongoing support to the current and future iPad deployments.

RECOMMENDATION:

Administration recommends approval of software and hardware needed for the Mobile Device Management and classroom presentation systems listed above.

This recommendation supports the following District goals:

- Assure the highest level of educational achievement for all students.
- Provide a safe, engaging environment that promotes creativity, innovation and personalized learning.

FISCAL IMPACT:

Funding for these devices will come from Local Control Funding Formula (LCFF).

Description	Qty.	Price	Subtotal	Sales Tax	Total
LightSpeed MDM License	2210	\$12.00	\$26,520.00		\$26,520.00
MacBook Air 11"	3	\$910.00	\$2,730.00	\$218.40	\$2,948.40
TOTAL					\$29,468.40

STUDENT ACHIEVEMENT IMPACT:

These devices will provide student with a 1:1 digital learning environment. The Digital Learning Initiative will support students in a purposeful academic environment with challenging curriculum that is student-centered and focused on inquiry-based learning.

Motion: _____ Second: _____ Vote: _____

Agenda Item F.4.2.

Discussion and/or Action Item F.4.3.

Approval for Digital Learning Initiative:

- Safari Montage Digital Media System

Prepared by Dr. Stephanie Pierce

June 17, 2014

BACKGROUND:

The Digital Learning Initiative proposes the Santee School District purchase mobile devices (iPad Air) for all students. With the purchase of these devices, a need exists for quality digital content aligned to Common Core State Standards (CCSS). Currently, the district library houses 1,950 VHS titles. A reservation system is used to deliver materials that teachers need to support instruction. This process is time consuming for teachers in planning for instruction units and we have limited titles for check out.

Safari Montage, a digital media distribution system, provides instant access to current educational videos tied to CCSS from the industry's leading video publishers. Teachers can integrate volumes of digital images and videos into their lesson plans, as well as instantly supplement teachable moments as they arise. In addition, its CreationStation provides the ability for the District to easily upload and manage our own digital video and other content, and disseminate that content district-wide.

The Digital Learning Committee comprised of teachers, representing every school site, met multiple times to develop a vision of what learning should look like to meet the needs of today's students and how Santee School District can best meet those needs. These teachers engaged in a pilot of Safari Montage. They found this program to enhance and support digital learning in the classroom.

RECOMMENDATION:

Administration recommends approval of the purchase of Safari Montage for digital media distribution.

This recommendation supports the following District goals:

- Assure the highest level of educational achievement for all students.
- Provide a safe, engaging environment that promotes creativity, innovation and personalized learning.
- Implement a staff development plan as the cornerstone of employee performance and growth.

FISCAL IMPACT:

Funding for these systems will come from Local Control Funding Formula (LCFF). The cost of Safari Montage is \$38,175.23 for the 2014-15 school year.

STUDENT ACHIEVEMENT IMPACT:

These devices will prepare teachers to structure learning in a 1:1 digital learning environment. The Digital Learning Initiative will support students in a purposeful academic environment with challenging curriculum that is student-centered and focused on inquiry-based learning.

Motion: _____ Second: _____ Vote: _____

Agenda Item F.4.3.

This Agreement (this "Agreement") made and entered into as of June 11, 2014 by and between Library Video Company d/b/a SAFARI Montage ("SM"), a Pennsylvania corporation having its principal place of business at Five Tower Bridge, Suite 700, 300 Barr Harbor Drive, West Conshohocken, PA 19428 and Santee School District ("Santee SD"), 9625 Cuyamaca Street, Santee, CA 92071.

WHEREAS, SM has provided Santee SD with Quote #7085 for products and services (the "Quote") a copy of which is attached hereto as Exhibit A and made a part hereof;

WHEREAS, Santee SD desires to purchase the products and services from SM as provided on the Quote and in accordance with this Agreement.

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties, intending to be legally bound, hereby agree as follows:

1. SM has provided Santee SD with the Quote which contains products and services offered by SM (the "Products/Services"). Santee agrees to purchase the Products/Services and will issue a Purchase Order to SM for the Products/Services on or before June 30, 2014. If such Purchase Order is received by SM by June 30, 2014, SM agrees to sell to Santee SD the Products/Services in accordance with the Quote and the accompanying Statement of Work ("SOW") attached hereto as Exhibit B and made a part hereof. The Schlessinger Media and SAFARI Montage Terms and Conditions of Sale attached hereto as Exhibit C and made a part hereof (the "Terms and Conditions of Sale") shall govern the sale of the Products/Services except that any claim, dispute or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including statutory, common law and equitable claims) between Santee SD and SM arising from or relating to such terms and conditions, any sales made thereunder, SM's advertising, or any related purchase, shall be governed by the laws of the State of California, without regard to conflict of laws rules and SM and Santee SD each consents to the exclusive jurisdiction of the state courts of the State of California, San Diego County and the United States District Court for the Southern District of California in all such disputes.
2. The parties acknowledge that the purchase price (including shipping and handling and state and local tax) for the Products/Services is Thirty-eight Thousand One Hundred Seventy-five and 35/100 Dollars (US\$38,175.35) (the "Purchase Price"). Santee SD agrees to pay the Purchase Price in accordance with the Terms and Conditions of Sale.
3. Santee SD acknowledges that each of the Products/Services may be subject to applicable terms and conditions including the SAFARI Montage Hardware and Software Limited Warranty and the Digital Content License Agreement, copies of which can be found at: www.safarimontage.com/Products/termsandconditions.aspx
4. Any claim, dispute or controversy between Santee SD and SM arising from or relating to this Agreement, including any terms and conditions provided with the Products/Services, shall be governed by the laws of the State of California, without regard to conflict of laws rules. SM and Santee SD each consents to the exclusive jurisdiction of the state courts of the State of California, San Diego County and the United States District Court for the Southern District of California in all such disputes.

5. In the event that the terms and conditions of this Agreement conflict with the Terms and Conditions of Sale or any other applicable terms and conditions provided with the Products/Services, the terms and conditions of this Agreement shall prevail.
6. All notices contemplated or required under this Agreement shall be in writing and delivered by hand, by certified or registered mail, return receipt requested, or by overnight courier service as follows:

If to SM: Library Video Company d/b/a SAFARI Montage
 Five Tower Bridge, Suite 700
 West Conshohocken, PA 19428
 Attn: CEO

With a copy to: Attn: General Counsel

If to SDUSD: Santee School District
 9625 Cuyamaca Street
 Santee, CA 92071
 Attn: Director, Technology

Notice may be given to any other address as a party designates by notice to the other party. Notice shall be deemed received on the date received.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date or dates set forth below, effective as of the day and year first written above.

SANTEE SCHOOL DISTRICT

LIBRARY VIDEO COMPANY d/b/a SAFARI
 Montage

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit A

CUSTOMER QUOTE

SAFARI Montage
 PO Box 680
 Conshohocken, PA 19428
 NOTE NEW ADDRESS

Phone: 800-843-4549
 FAX: 610-658-7119
 Email: customersupport@safarimontage.com
 Web Site: www.safarimontage.com

Quote: 7085
 Quote Date: 02/03/2014
 Page: 1 of 2

The Quote Number MUST BE REFERENCED on your PO or your shipment may be delayed.

Bill To:	Sold To:	Account Executive:
SANTEE SCHOOL DISTRICT 9625 CUYAMACA ST SANTEE CA 92071 USA	SANTEE SCHOOL DISTRICT 9625 CUYAMACA ST SANTEE CA 92071 USA	Dana Magenau Dmagenau@safarimontage.com

Qty	Part #	Description	List Price	Disc. Price	Savings	Total
Hardware						
1	SERV-RM126X	RM-126X Rackmount Server - Includes SAFARI Montage OS	\$10,743.00	\$7,885.36	\$2,857.64	\$7,885.36
		RM-126X Rackmount Chassis	\$9,995.00			
		Current OS Drive (RM-126X/WAN-1212X)	-			
		Current SAFARI Montage Software	-			
		Current Content Drive 2TB (E)	-			
		Superset XXVII Hi Res Content Drive 3TB (E)	\$399.00			
		CreationStation Content Drive 2TB (E)	\$349.00			
Software						
1	G9800N	SAFARI Montage Learning Object Repository (Enterprise)	\$12,842.00	\$8,989.40	\$3,852.60	\$8,989.40
		<i>Includes all WAN Manager Licenses, all CreationStation Licenses, Auto-converter for all uploads, Managed Home Access (MHA) for all users, Software Upgrade Plan (SUP) for all included software, Interoperability Support Services, and SAFARI Montage LOR Exchange (Summer, 2014); excludes hardware</i>				
	6,421 Students (LOR)	LOR Annual Fee				
Content						
9	G198003N	K-8 Super Core (6-2013)	\$1,250.00	\$1,250.00	\$0.00	\$11,250.00
	9 G112905N	CORE K-8 Content Package (2013)				
	9 G198102N	K-8 Expansion (6-2013)				
9	G111303N	Additional Schlessinger Media K-8 (2010)	\$495.00	\$495.00	\$0.00	\$4,455.00
Services						
1	G9855	SAFARI Montage Configuration & Onsite Setup	\$2,995.00	\$2,995.00	\$0.00	\$2,995.00
1	G9895	Montage Tech Training Onsite-Same trip as install	\$995.00	\$995.00	\$0.00	\$995.00

	Hardware:	\$2,857.64	\$7,885.36
	Software:	\$3,852.60	\$8,989.40
	Content:	\$0.00	\$15,705.00
	Services:	\$0.00	\$3,990.00
	Shipping:		\$236.56
	Tax - Local:		\$85.56
	Tax - State:		\$1,283.35
PLEASE NOTE: All figures are quoted in U.S. Dollars		TOTAL:	\$6,710.24
		Total Savings	Grand Total
			\$38,175.23

MAIL/FAX ORDERS TO: Address: Fax:

SAFARI Montage Corporate Office PO Box 680 610-658-7119

Conshohocken, PA 19428

NOTE NEW ADDRESS



CUSTOMER QUOTE

SAFARI Montage
PO Box 680
Conshohocken, PA 19428
NOTE NEW ADDRESS

Phone: 800-843-4549
FAX: 610-658-7119
Email: customersupport@safarimontage.com
Web Site: www.safarimontage.com

Quote: 7085
Quote Date: 02/03/2014
Page: 2 of 2

The Quote Number MUST BE REFERENCED on your PO or your shipment may be delayed.

Table with 3 columns: Bill To, Sold To, Account Executive. Bill To: SANTEE SCHOOL DISTRICT, 9625 CUYAMACA ST, SANTEE CA 92071, USA. Sold To: SANTEE SCHOOL DISTRICT, 9625 CUYAMACA ST, SANTEE CA 92071, USA. Account Executive: Dana Magenau, Dmagenau@safarimontage.com

Terms & Conditions

To view the company's Software Upgrade Plan (SUP) or Extended Hardware Warranty (EHW) terms, please visit SAFARIMontage.com.

General Terms and Conditions:

This Quote is valid for sixty (60) days from the date set forth above. SAFARI Montage will have no obligation to fill the order unless and until SAFARI Montage accepts a corresponding Purchase Order from customer. SAFARI Montage shall have the right to substitute hardware, software, and/or content, if any, provided in this Quote. The terms controlling this Quote, and the provision of all services and products hereunder, are explicitly set forth in the applicable software license(s), digital content license, terms and conditions, and warranties supplied by SAFARI Montage. The terms can also be found at www.SAFARIMontage.com. SAFARI Montage rejects any and all conflicting, additional or modifying terms in any Purchase Order or other Customer document. Delivery terms are set forth in the terms and conditions, reflecting, among other things, that additional charges may apply to rush orders. Credit cards are not accepted. Payment must be made by check, ACH or wire transfer. Certain SAFARI Montage products are available on a subscription, per site or other limited license basis, and may require additional licenses or renewal from time to time. Renewal subscriptions and additional licenses will be subject to the terms and conditions in effect at the time of purchase.

Products marked with an "" in the Description are (or are comprised of) products manufactured and branded by third parties, and are covered by accompanying third party warranties.

Discussion and/or Action Item F.4.4.

Approval for Digital Learning Initiative:

- Licensing Agreement with DreamBox Learning

Prepared by Dr. Stephanie Pierce
June 17, 2014

BACKGROUND:

In October 2014, DreamBox Learning presented their on-line math program to kindergarten – 5th grade teachers interested in piloting the program. As a result, 33 teachers volunteered to take part in the pilot process. DreamBox Learning agreed to support a one year pilot and allow for any additional teachers to join during the year.

On January 16, 2014, the 33 pilot teachers received DreamBox Learning training. Although the official pilot started on this date, most of the teachers began using DreamBox in late October. Throughout the course of the year, more than 100 additional teachers started using DreamBox in their classrooms. The feedback for the effectiveness of the program has been very positive.

Overall, teachers are impressed with the degree of student engagement. The adaptive ability of the program has allowed students to work with math topics at levels that build confidence and mastery. The reports have assisted teachers in planning instruction and additional classroom supports based on the up-to-date data DreamBox provides.

DreamBox Learning is available to students and parents throughout the summer. Students may continue to navigate through lessons and parents may continue to access reports on how their child is progressing through units and monitor mastery of Common Core State Standards.

RECOMMENDATION:

It is recommended that the Board of Education approve the Licensing Agreement with DreamBox Learning for the term of July 1, 2014 through June 30, 2017.

This recommendation supports the following District goals:

- Assure the highest level of educational achievement for all students.
- Provide a safe, engaging environment that promotes creativity, innovation, and personalized learning
- Implement a staff development plan as the cornerstone of employee performance and growth.

FISCAL IMPACT:

Funding for this program will come from Local Control Funding Formula (LCFF). The cost of the three year Licensing Agreement with DreamBox Learning will be \$157,200. This cost includes DreamBox Learning Math on-site training and implementation.

STUDENT ACHIEVEMENT IMPACT:

DreamBox Learning for Math will provide students with a blended on-line solution that will personalize learning. Administrators, teachers, students, and parents will have access to DreamBox Learning reports for monitoring achievement and mastery of standards. Teachers will utilize the full capacity of DreamBox Learning reporting for planning instruction to optimize students' opportunities to excel with Common Core State Standards instructional goals.

Motion: _____ Second: _____ Vote: _____

Agenda Item F.4.4.



Licensing Agreement for SANTEE ELEMENTARY SCHOOL DISTRICT, CA

June 11th 2014

DreamBox is a SaaS instructional technology that provides personalized math instruction in an engaging environment for students. DreamBox provides a three pronged approach to math focusing on teaching concepts, problem solving and procedures that is underpinned with an intelligent adaptive engine that sequences and personalizes instruction to meet the needs of each student. We look forward to providing DreamBox Learning to the elementary students served by Santee Elementary and help to differentiate and personalize elementary math instruction.

Agreement and Quotation Summary:

- DreamBox license for K-8 students
- License allocation for 9 Individual Site License.
- Licenses good for 36 months from the activation date.
- Pricing proposal is valid through June 27th 2014
- License includes 24/7 access for all enrolled students
- DreamBox online, phone and email customer support for teachers, administrators and parents
- Access to all updates to the product during the lifetime of the subscriptions
- DreamBox will offer professional development to support implementation.

Qty	Description	Price	Sub-Total
1	DreamBox Learning Math On Site Training and Implementation Four consecutive days of on-site professional development	\$8,000.00	\$8,000.00
1	DreamBox Learning Math On Site Training and Implementation PD Rebate for services provided in January 2014	\$-2,000.00	\$-2,000.00
9	DreamBox Learning Math Site License Subscription Multi-Year 36 Month Term - July 1st 2014 -June 30th 2017	\$16,800.00	\$151,200.00
	Outside of Washington State, customers are responsible for remitting any taxes imposed by their states.	Total Amount:	\$157,200.00

***Payment Terms: Payment due on or before July 30th 2014**



305 108th Ave. NE, 2nd Floor
 Bellevue, WA 98004-4454
 Phone: 877.451.7845
 Fax: 425.484.6476
 schools@dreambox.com
 www.dreambox.com

Contract Summary	
Customer: Stephanie Pierce Assistant Superintendent, Educational Services stephanie.pierce@santeesd.net (619) 258-2351	Agreement Prepared By: Curtis Smith Account Executive Curt.smith@dreambox.com
Customer's Billing Address: SANTEE ELEMENTARY, CA 9625 CUYAMACA ST. SANTEE, CA 92071	Initial Term: July 1 st 2014 – June 30, 2017

This Software-as-a-Service Agreement (the "**Agreement**") is made and entered into by and between DreamBox Learning, Inc., a Delaware corporation ("**DreamBox Learning**"), and the customer identified above ("**Customer**"). This Agreement sets forth the terms and conditions pursuant to which DreamBox Learning agrees to provide access to and use of the Software and Services set forth above. This Agreement includes the Terms and Conditions, which are an integral part of this Agreement and incorporated herein by this reference. If this Agreement reflects your understanding, please indicate your agreement to be legally bound hereto by signature below.

Terms and Conditions

DreamBox Learning objects to any different or additional terms in Customer's purchase/sales order documentation, except as expressly agreed to in writing. Applicable activation codes for the subscriptions purchased will be issued following receipt of the authorized signature or receipt of purchase order. Signature or receipt of purchase order on behalf of the customer represents a binding agreement to license the DreamBox Learning educational software. Subscriptions begin on date of receipt of the applicable purchase of DreamBox or upon the annual renewal date, as applicable Billing terms are net 30 days from receipt by DreamBox Learning of the purchase. All taxes, fees, levies are subject to change at the time of the order, unless a valid tax exemption certificate is presented to DreamBox Learning. Payments outstanding more than 45 days may result in cancellation of the subscriptions. All fees and payments are non-refundable; unless DreamBox terminates the subscription herein without cause during the term, in which case a prorated refund of the terminated subscription will be provided to Customer. DreamBox may only terminate the subscription herein for cause if Customer fails to remedy a breach to the reasonable satisfaction of DreamBox within ten (10) days after being requested in writing by DreamBox to do so. In the event of any disagreement or dispute between the Parties arising under this quotation, the parties agree to use good faith efforts to resolve the disagreement or dispute amicably. No failure or delay by DreamBox Learning in exercising any right shall constitute a waiver of that right. The subscriptions referenced in this Quote are subject to the acceptance of all terms set forth in the current version of the Terms of Use at <http://www.dreambox.com/terms>, provided that in the case of conflict between the terms of this quotation and the Terms of Use, the terms of this quotation shall govern. DreamBox Learning does not warrant its products or services except as specifically agreed to in writing. Notwithstanding the Terms of Use, neither party shall have any contractual indemnification obligations to the other party. Any dispute regarding this Quote shall be governed by the laws of

the State of Washington, and the parties agree to accept the exclusive jurisdiction of any court of the State of Washington, King County Circuit Court or the United States District Court.

DREAMBOX LEARNING, INC.

CUSTOMER

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

BOARD POLICIES AND BYLAWS Item G.

Agenda Item G.

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 and are submitted to the Board for a first reading. Board Policy 4116 is in line with the recommended language from CSBA. However, the current policy contains unnecessary language specific to current laws. The suggested language more broadly defines both probationary and permanent status while deferring to whatever the current law may reflect.

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

The listed Board Policies were last reviewed on June 4, 2013.

RECOMMENDATION:

It is recommended that the Board of Education review the listed Board Policies submitted for a first reading with the recommended revisions to Board Policy 4116. These Board Policies will return for a second reading and request for approval.

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.1.1.

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;
June 15, 2012; June 4, 2013

SANTEE SCHOOL DISTRICT
Santee, California

Certificated Personnel

BP 4116 (a)

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.~~

Probationary Status

Probationary employees shall receive training, assistance and evaluations consistent with their needs as new teachers. Such training and assistance may consist of in-service training and/or meetings with the employee's evaluator to discuss areas of strength and areas requiring improvement. In-service training may be provided during school hours as part of a comprehensive staff development program.

The performance of each probationary employee shall be evaluated and assessed at least once every school year.

(cf. 4115 - Evaluation/Supervision)

(cf. 4131 - Staff Development)

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)~~

Permanent Status

Granting of permanent status shall be based on completion of the probationary period in accordance with applicable law. Employees granted permanent status acquire specific rights under the Education Code, including those relating to discipline and dismissal. (Education Code 44932-44988)

Certificated Personnel

BP 4116 (b)

PROBATIONARY/PERMANENT STATUS

(cf. 4117.4 - Dismissal)

(cf. 4117.6 - Decision Not to Rehire)

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, June 17, 2014

Policy reviewed: December 15, 2009, May 3, 2011; June 15, 2012
June 4, 2013

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

June 15, 2012; June 4, 2013

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; June 15, 2012; June 4, 2013

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.

Unless specifically authorized by law, no fee shall be charged to students for participation in extracurricular and cocurricular activities related to the educational program, including materials or equipment related to 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.

Any decision regarding the eligibility of any child in foster care or a child of an active duty military family for extracurricular or cocurricular activities shall be made by the Superintendent or designee in accordance with California Education Codes 48850 and 49701.

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.

EXTRACURRICULAR AND COCURRICULAR ACTIVITIES (continued)

The Superintendent or designee shall:

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

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; June 15, 2012
revised: June 4, 2013

SANTEE SCHOOL DISTRICT
Santee, California

BACKGROUND:

Revised Board Policy 1312.3, Uniform Complaint Procedures, is presented to the Board of Education in a first reading. The revision was required by Education Code §52075 (f), which requires school districts to establish local policies and procedures to implement provisions for a complaint process for Local Control Funding Formula programs and the LCAP implementation process, pursuant to the Uniform Complaint Procedures set forth in Chapter 5.1 (commencing with Section 4600) of Division 1 of Title 5 of the California Code of Regulations. Therefore, the revised Board Policy 1312.3 now includes Local Control Funding Formula programs and the LCAP implementation process in the list of programs where complaints are addressed by the Uniform Complaint Procedure Policy and Administrative Regulation.

The draft of revised Administration Regulation 1312.3 is attached for Board review.

RECOMMENDATION:

Revised Board Policy 1312.3 Uniform Complaint Procedures is presented for a second reading and request for approval.

FISCAL IMPACT:

This is a policy item. There is no fiscal impact to this item.

STUDENT ACHIEVEMENT:

Effective governance has a positive impact on student achievement.

UNIFORM COMPLAINT PROCEDURES

DRAFT

The Governing Board recognizes that the district is primarily responsible for complying with applicable state and federal laws and regulations governing educational programs. The district shall investigate complaints alleging failure to comply with such laws and/or alleging unlawful discrimination, harassment, intimidation, or bullying and shall seek to resolve those complaints in accordance with the district's uniform complaint procedures. (5 CCR 4620)

The district shall follow uniform complaint procedures to resolve any complaints alleging unlawful discrimination, harassment, intimidation, or bullying in district programs and activities based on actual or perceived characteristics of any protected group as identified under Education Code 200 and 220 and Government Code 11135. (5 CCR 4610) or based on association with a person or group of a protected group.

Uniform complaint procedures shall also be used when addressing complaints alleging the district's failure to comply with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities, the requirements for the development and adoption of a school safety plan, and state and/or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and career technical and technical training programs, child care and development programs, child nutrition programs, *Local Control Funding Formula programs*, *the LCAP implementation process*, and special education programs. (5 CCR 4610)

Complaints related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, and teacher vacancies and mis-assignments shall be investigated pursuant to the district's Williams uniform complaint procedure (AR 1312.4).

The Board encourages the early, informal resolution of complaints at the site level whenever possible.

The Board acknowledges and respects every individual's right to privacy. Discrimination complaints shall be investigated in a manner that protects the confidentiality of all parties and the integrity of the process. As appropriate for any complaint alleging discrimination, harassment, intimidation, or bullying, the Superintendent or designee may keep the identity of the complainant confidential, to the extent that the investigation of the complaint is not obstructed.

The Board prohibits any form of retaliation against any complainant in the complaint process. Participation in the complaint process shall not in any way affect the status, grades, or work assignments of the complainant.

The Board recognizes that a neutral mediator can often suggest a compromise that is agreeable to all parties in a dispute. In accordance with uniform complaint procedures,

whenever all parties to a complaint agree to try resolving their problem through mediation, the Superintendent or designee shall initiate that process. The Superintendent or designee shall ensure that the results are consistent with state and federal laws and regulations.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination
8200-8498 Child care and development programs
8500-8538 Adult basic education
18100-18203 School libraries
32289 School safety plan, uniform complaint procedure
35186 Williams uniform complaint procedure
41500-41513 Categorical education block grants
48985 Notices in language other than English
49010-49013 Student Fees
49060-49079 Student records
49490-49590 Child nutrition programs
52160-52178 Bilingual education programs
52300-52490 Career-technical education
52500-52616.24 Adult schools
52800-52870 School-based coordinated programs
54000-54028 Economic impact aid programs
54100-54145 Miller-Unruh Basic Reading Act
54400-54425 Compensatory education programs
54440-54445 Migrant education
54460-54529 Compensatory education programs
56000-56867 Special education programs
59000-59300 Special schools and centers
64000-64001 Consolidated application process

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state
12900-12996 Fair Employment and Housing Act

PENAL CODE

422.55 Hate crime; definition
422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

3080 Application of section
4600-4687 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

6301-6577 Title I basic programs
6601-6777 Title II preparing and recruiting high quality teachers and principals
6801-6871 Title III language instruction for limited English proficient and immigrant students
7101-7184 Safe and Drug-Free Schools and Communities Act
7201-7283g Title V promoting informed parental choice and innovative programs
7301-7372 Title V rural and low-income school programs

Policy adopted: February 17, 2009
Revised: March 19, 2013

SANTEE SCHOOL DISTRICT
Santee, California

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. **Conference with Labor Negotiator** (Govt. Code § 54956.8)
Purpose: Negotiations
Agency Negotiators: Karl Christensen, Assistant Superintendent and Tim Larson, Assistant Superintendent
Employee Organization: Santee Teachers Association (STA)

2. **Conference with Labor Negotiator** (Govt. Code § 54956.8)
Purpose: Negotiations
Agency Negotiators: Karl Christensen, Assistant Superintendent and Tim Larson, Assistant Superintendent
Employee Organization: Classified School Employees Association (CSEA)

3. **Public Employee Performance Evaluation** (Govt. Code § 54957)
Superintendent

RECONVENE TO PUBLIC SESSION Item J.

ADJOURNMENT Item K.