



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 21, 2011**

District Mission

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

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A. OPENING PROCEDURES – 7:00 p.m.	6
1. Call to Order and Welcome	
2. District Mission	
3. Pledge of Allegiance	
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B. REPORTS AND PRESENTATIONS	
1. Superintendent's Report	7
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2. Spotlight: Santee Kiwanis-Junior Olympics	16
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C. PUBLIC COMMUNICATION	18
<i>During this time, citizens are invited to address the Board of Education about any item <u>not</u> on the agenda. Request-to-speak cards should be submitted in advance. The Board may not take action on any item presented. The Board has a policy limiting any speaker to five minutes. All meetings are recorded.</i>	

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

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

D.	PUBLIC HEARINGS	19
1.	<u>2011-12 Santee School District Budget</u>	20
2.	<u>State Categorical Flexibility for 2011-12</u>	21
E.	CONSENT ITEMS	22
	<i>Items listed under Consent are considered to be routine and are acted on by the Board with a single motion. There is no discussion of these items prior to the Board vote unless a member of the Board, staff, or public requests specific items be considered separately. Request to speak cards should be submitted in advance.</i>	
	Superintendent	
1.1.	<u>Approval of Minutes</u> It is recommended that the Board of Education approve meeting minutes with any necessary modifications.	23
	Business Services	
2.1.	<u>Approval/Ratification of Travel Requests</u> It is recommended that the Board of Education ratify the authorization granted to personnel requesting out-of-district travel as listed in the item.	32
2.2.	<u>Approval/Ratification of Expenditure Warrants</u> It is recommended that the Board of Education approve/ratify expenditure warrants, as presented.	34
2.3.	<u>Approval/Ratification of Purchase Orders</u> It is recommended that the Board of Education approve/ratify purchase orders for the month of May 2011.	36
2.4.	<u>Approval/Ratification of Revolving Cash Report</u> It is recommended that the Board of Education approve/ratify revolving cash checks as listed in the item.	44
2.5.	<u>Acceptance of Donations</u> It is recommended that the Board of Education accept donations listed in the item.	46
2.6.	<u>Approval of Consultants and General Service Providers</u> It is recommended that the Board of Education approve agreements with Consultants and General Service Providers as presented.	47
2.7.	<u>Approval/Ratification of Annual Agreements for 2011-12</u> It is recommended that the Board of Education approve the list of annual agreements with vendors.	49
2.8.	<u>Acceptance and Filing of the Costs of Issuance Statement for the 2011 Series E, General Obligation Bond of the Santee School District</u> It is recommended that the Board of Education receive, accept, and file the Statement of Costs of Issuance for the 2011 Series E, General Obligation Bond of the Santee School District.	53

- 2.9. Approval of Agreements for Student Transportation Services**
It is recommended that the Board of Education approve the revised transportation agreements to increase fees for District-provided transportation services to the Santee Teen Center and the Boys and Girls Club facility. All other terms of the agreements remain in place.

Capital Improvement Program

- 3.1. Approval of Ninyo & Moore for Inspection and Testing Services at Hill Creek School** 64
It is recommended that the Board of Education approve Ninyo & Moore as the materials testing lab to provide construction materials testing for the Hill Creek 10 classroom addition project.
- 3.2. Authorization to Purchase Relocatable Buildings Utilizing the Silver Creek Modular Building Piggyback Bid and Install as Part of the 10 Classroom Addition Project** 69
It is recommended that the Board of Education approve utilizing the Silver Creek Modular Building Manufacturer's piggyback bid for the purchase of relocatable buildings for Hill Creek School.
- 3.3. Approval to Purchase Remaining Library Stack Shelving Systems (Hill Creek, PRIDE Academy, Chet F. Harritt)** 70
It is recommended that the Board of Education authorize administration to procure the needed library shelving systems for the Hill Creek, PRIDE Academy, and Chet F. Harritt projects.
- 3.4. Approval of Exterior Painting Award at Pepper Drive School** 71
It is recommended that the Board of Education approve the award of the Exterior Painting at Pepper Drive School bid to the lowest responsive bidder, Alpha Décor, in the amount of \$38,000.
- 3.5. Approval of New Classroom Furniture at Pepper Drive School** 73
It is recommended that the Board of Education approve funding for the purchase of classroom furniture at Pepper Drive School.
- 3.6. Approval / Ratification of Materials Testing Extra Services on the Shade Structure Project at Carlton Oaks School** 74
It is recommended that the Board of Education approve additional materials testing services of \$4,650 over the original purchase order of \$5,000..

Educational Services

- 4.1. Approval of Outdoor Education Program Agreements with SDCOE** 78
It is recommended that the Board of Education approve the 2011-12 Outdoor Education Agreements with the San Diego County Office of Education.
- 4.2. Approval of the 2011-12 Consolidated Application, Part I** 88
It is recommended that the Board of Education approve the Consolidated Application, Part I, for the 2011-12 school year.
- 4.3. Approval of Progressus Therapy, LLC Agreement for Occupational Therapy (OT) Services** 89
It is recommended that the Board of Education approve the agreement with Progressus Therapy, LLC for occupational therapy services for the term of July 1, 2011 through June 30, 2012.

4.4. Approval of Excel Therapy Agreement for Language Speech Therapy Services 102

It is recommended that the Board of Education approve the agreement with Excel Therapy for language speech therapy services for the term of July 1, 2011 through June 30, 2012.

4.5. Approval of Contracts for Nonpublic, Nonsectarian School/Agency Services and Individual Services Agreements for Nonpublic, Nonsectarian School/Agency Services 113

It is recommended the Board of Education approve two master contracts and two individual contracts for special education students requiring nonpublic, nonsectarian school/agency services.

Human Resources/Pupil Services

5.1. Personnel, Regular 115

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

5.2. Approval to Increase Work Hours for Identified Classified Non-Management Position 117

It is recommended that the Board of Education approve the increase in work hours for the identified classified non-management position.

5.3. Approval to Amend Resolution #1011-21 Layoff of Classified Non-Management Position; to Reduce Work Hours of Classified Non-Management Position 118

It is recommended that the Board of Education approve the amendment to resolution #1011-30 to reduce work hours of a classified non-management position.

F. DISCUSSION AND/OR ACTION ITEMS 120

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. Adoption of 2011-12 Santee School District Budget 121

It is recommended that the Board of Education adopt the budget for the 2011-12 fiscal year as presented. Revisions to the budget will be brought back to the Board for approval as needed following adoption of the State budget.

Capital Improvement Program

2.1. Approval to Incorporate Woodshop at Hill Creek School in 10-Classroom Addition. 123

It is recommended that the Board of Education include construction of the modified classroom for conducting woodshop and adjoining patio in the Hill Creek 10 classroom addition project.

2.2. Approval of Amendment No. 15 (Phase IV – Hill Creek School 10 Classroom Addition) to Construction Services Agreement for Lease-Leaseback, Site Lease, and Sublease Agreement 125

It is recommended that the Board of Education approve Amendment No. 15 to the Lease-Leaseback Construction Agreement for a Guaranteed Maximum Price for the Hill Creek School 10 classroom addition project.

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Educational Services	
3.1. <u>Spanish I Program for the 2011-2012 School Year</u>	137
It is recommended that the Board of Education approve the re-designation of ASES funding from the Spanish I class to student tutorial needs at PRIDE Academy.	
G. BOARD POLICIES AND BYLAWS	139
1.1. <u>First Reading: Revised BP 6163.2 Animals at School</u>	140
Revised Board Policy 6163.2, Animals at School, is presented to the Board of Education for a first reading. No action is requested at this time.	
2.1. <u>Second Reading: Revised BP 4020, Drug and Alcohol-Free Work Place</u>	143
It is recommended that the Board of Education approve the proposed revisions to Board Policy 4020, "Drug and Alcohol-Free Workplace".	
2.2. <u>Second Reading: New BP 3101, Fund Balance Policy</u>	146
It is recommended that the Board of Education adopt new Board Policy 3101, "Fund Balance Policy".	
H. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS	150
I. CLOSED SESSION	151
1. <u>Conference With Labor Negotiator</u> (Govt. Code § 54956.8)	
<i>Agency Negotiator: Karl Christensen, Assistant Superintendent</i>	
<i>Employee Organizations: Classified School Employees Association</i>	
2. <u>Public Employee Performance Evaluation</u> (Govt. Code § 54957)	
<i>Superintendent</i>	
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 regularly scheduled July 5, 2011 Board of Education meeting has been cancelled.

The next regular meeting of the Board of Education is scheduled for July 19, 2011, at 7:00 p.m. in the Douglas E. Giles Educational Resource Center. Santee School District complies with the Americans with Disabilities Act. If you require reasonable accommodations including alternate formats for this meeting, contact the Superintendent's Office at (619) 258-2304 at least two (2) days before the meeting date.

Members present:

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

OPENING PROCEDURES ITEM A.

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

2. District Mission

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

3. Pledge of Allegiance

4. Approval of Agenda for the June 21, 2011 regular meeting

Agenda Item A.

Reports and Presentations Item B.1. Superintendent's Report
Prepared by Dr. Patrick Shaw
June 21, 2011

The following items are presented for Board information:

- 1.1. Developer Fees Collection Report
- 1.2. Use of Facilities Report
- 1.3. Enrollment Report
- 1.4. Schedule of Upcoming Events
- 1.5. Governance Calendar for 2011-12

Agenda Item B.

DEVELOPER FEES COLLECTION REPORT
2010-11
CUMULATIVE THROUGH JUNE 10, 2011

Residential Rate: \$3.56 per square foot over 500 - effective 4/05/11

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

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

COM	RES	ADDRESS	DATE OF COLLECT.	SQUARE FEET	AMOUNT	SCHOOL OF ATTENDANCE
X		10641 Prospect Avenue (DCXcavation, Inc.)	07/12/10	983	\$285.07	PA
	X	1058-1287 Calle R. Tuttle (McMillin)	07/22/10	15,341	\$53,079.86	PD
	X	8498 Mesa Heights Road (Miller)	07/09/10	1,026	\$3,549.96	CFH
	X	Morning View- Phase I (McMillin) Add'l Sq. Footage	09/02/10	210	\$726.60	PD
X		10351 Lunar Lane (Don Witte)	10/21/10	6,720	\$1,948.80	PA
	X	Morning View- 1220 Calle R. Tuttle (McMillin)	11/10/10	3,200	\$11,072.00	PD
	X	Morning View- Phase II (McMillin)	11/10/10	12,924	\$44,717.04	PD
	X	Morning View- Phase III (McMillin)	11/15/10	15,614	\$54,024.44	PD
	X	9438 Kashube Way	11/19/10	3,367	\$11,649.82	CO
	X	8226 Ramhaven Lane	02/10/11	655	\$2,266.30	CFH
	X	9733 Halberns Blvd.	03/04/11	756	\$2,615.76	SC
	X	Morning View- Phase 4 (Mc Millin)	03/29/11	14,395	\$48,941.70	PD
	X	9718 Eucalyptus Ct.	04/21/11	818	\$2,912.08	HC
	X	9346 Las Lomas Dr.	04/21/11	1,263	\$4,496.28	SC
	X	9435 St. Andrews Dr.	05/24/11	865	\$3,079.40	CO
	X	1809 Las Senderas Morning View- Phase V (McMillin)	05/26/11	2,000	\$7,120.00	PD
	X	Morning View- Phase V (McMillin)	05/26/11	10,488	\$37,337.28	PD
	X	Morning View- Phase V "B" (McMillin)	05/26/11	3,206	\$11,413.36	PD
TOTAL PAGE 1					\$301,235.75	

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

**Fee Exempt - Senior / Elder Care Facility

***Fee Exempt - Less than 500 square feet

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Requests For Use Of Facilities - June 21, 2011

Group	Location	Date	Days	Time	Attendance	Fees Applied
Chet F. Harritt PTA	Multi-Purpose Room	6/15/11	Wednesday	8:00 am - 4:00 pm	100+	
Carlton Oaks Pickwick Players (School Program)	Classroom	6/27/11 - 8/13/11	Mon - Sat	9:00 am - 9:00 pm	30	
Hill Creek Rady Children's Hospital YALE Pre-School (Promotion)	Multi-Purpose Room Amphitheater	6/8/11 6/13/11	Wednesday Monday	6:00 pm - 7:00 pm 6:00 pm - 8:00 pm	20 100+	
Pepper Drive Sonshine Haven	Classroom	9/9/11 - 6/15/12	Friday	2:35 pm - 4:30 pm	25	
Rio Seco Santana National Little League (Dist. 41)	Multi-Purpose Room	6/20/11	Monday	5:30 pm - 9:30 pm	50 - 100	
Santee School Site Farmer's Market	Parking Lot	7/6/11 - 6/29/12	Wednesday	8:00 am - 8:00 pm	100 - 500	As Per Contract

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

Santee School District
 ENROLLMENT REPORT
 6/10/2011
 Month 10 Week 2

SCHOOL	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	06/10/11		# Diff	% Diff	06/10/11 SDC	06/11/10 SDC	# Diff SDC	% Diff SDC	Prior Week		Total Diff
										Total Reg	Total Reg							06/10/11 Total All	06/03/11 Total All	
Cajon Park	100	104	108	110	113	110	112	101	132	990	962	28	2.9%	69	35	34	97.1%	1059	1060	-1
Carlton Hills	49	47	36	37	44	40	61	89	95	498	483	15	3.1%	20	41	-21	-51.2%	518	518	0
Carlton Oaks	86	80	79	66	96	99	100	121	94	821	813	8	1.0%	58	47	11	23.4%	879	879	0
Chet F. Harritt	80	53	85	51	56	56	61	65	70	577	583	-6	-1.0%	9	9	0	0.0%	586	586	0
Hill Creek	90	89	90	88	70	88	85	78	66	744	750	-6	-0.8%	28	20	8	40.0%	772	775	-3
Pepper Drive	85	78	73	64	69	75	85	88	82	699	697	2	0.3%	7	10	-3	-30.0%	706	707	-1
Prospect	49	62	53	63	49	57	63	62	41	499	491	8	1.6%	0	13	-13	-100.0%	499	507	-8
Rio Seco	89	113	106	102	115	95	116	98	92	926	876	50	5.7%	43	23	20	87.0%	969	969	0
Sycamore Canyon	61	49	51	50	32	46	39	0	0	328	330	-2	-0.6%	0	30	-30	-100.0%	328	328	0
SUBTOTAL	689	675	681	631	644	666	722	702	672	6082	5985	97	1.6%	234	228	6	2.6%	6316	6,329	-13
Alternative School	4	4	3	3	3	4	7	10	5	43	41	2	4.9%					43	43	0
Success Academy								3	8	11	12	-1	-8.3%					11	11	0
NPS										0	0			2	5	-3	-60.0%	2	2	0
EAK 5YO	118									118	138		0.0%					118	118	0
SUBTOTAL	122	4	3	3	3	4	7	13	13	172	190	-18	-9.5%					174	174	0
TOTAL	811	679	684	634	647	670	729	715	685	6254	6175	79	1.3%					6490	6503	-13

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

	PK	
Cajon Park	1	1060
Chet F Harritt	1	587
Sycamore Canyon	44	372
Total PK	46	

Total Enrollment Including PK
6536

EAK 4YO

Schedule of Upcoming Events

<i>Date</i>	<i>Event</i>
June 22	Last Day of School
June 28	Foundation Golf Tournament 12:00 Shotgun Start 5:30 p.m. Awards Banquet
July 4	Fourth of July Holiday All Schools and Departments Closed
July 5	Regularly Scheduled Board Meeting Cancelled
July 19	Board Meeting 7:00 p.m.
August 2	Board Meeting 7:00 p.m.
August 16	Board Meeting 7:00 p.m.
August 12	Professional Leadership Team (Time and Location To Be Determined)
August 23	School Offices Open to the Public (This may be delayed at schools being modernized this summer.)
August 29	Teachers Return Welcome Back Event at Trolley Center 7:45 a.m.
September 5	Labor Day Holiday All Schools and Departments Closed
September 6	First Day of School



SANTEE SCHOOL DISTRICT GOVERNANCE CALENDAR Fiscal Year 2011-2012

Job Area	July	August	September	October	November	December	January	February	March	April	May	June
Effective Governance		Orientation for Board candidates. (If needed.)		Superintendent State of District Address	Orientation for new board members (If needed.)	CSBA Conference		CSBA Brown Act, Board President's Workshop, & New Board Member Institute				Develop governance calendar
						New Board members sworn in	Board self-evaluation & Review Board Protocols	----->				
Legislative Calendar	July 6-Last day for policy comm. to meet and report bills. July 15-Summer recess begins.	Aug 15-Leg. Reconvenes.	Sept. 2-Last day to amend bills on the floor. Sept. 9-Last day for any bill to be passed. Sept. 9-Final recess begins.	Oct. 9-Last day for Gov. to sign or veto bills passed by Leg. prior to 9/1.	Nov. 5-General Election		Jan 3 Legislature reconvenes Jan 10 Budget bill submitted by Gov. Jan. 21-Last day to submit bill requests to Leg. Counsel.	Feb.18-Last day for bills to be introduced.		Apr. 14-Spring Recess Apr. 25-Legislature reconvenes	May 6-Last day for policy comm. to meet and report to Fiscal Comm. Fiscal bills introduced in their house May 20-Last day for policy comm. to meet. May 27-Last day for fiscal comm. to meet.	June 3-Last day to pass bill from house of origin. June 6-Comm. Meetings resume. June 15-Budget Bill must be passed.
Setting Direction	----->	Report about Strategic Plan progress and next Score Card Goals for Plan	ACI Report of Goals	District Technology Report	Superintendent provides Board with potential new process for strategic planning.			Supt's mid year progress report on goals.	Report progress on goals to the community.		Begin Evaluation for Supt. →	Finalize goals for Supt.'s coming year and Evaluation
				Superintendent State of District Address								ACI Report
Student Achievement		Accountability Reports – AYP, STAR, API	Public hearing and declaration sufficient K-8 textbooks.	----->	API and student achievement report to the Board	----->	CELDT Results		Jr. High Promotions Comm. report	CELDT results	Instructional materials adoption as needed	Attend graduations
		PE Assessment results	School Open Houses				Con App Pt.II		School Open Houses	Student Achievement Targets	8 th Grade Academic Achievement	LEA plan
		Achievement reports		Board meets with Principals	Student Forum				Student Forum	Board meets with Principals	Outstanding Student Recognition →	Consolidated application review

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SANTEE SCHOOL DISTRICT GOVERNANCE CALENDAR Fiscal Year 2011-2012

Job Area	July	August	September	October	November	December	January	February	March	April	May	June
Assessment							1st Tri- Writing 1st Tri. -Math Reports		2nd Tri.-Writing 2nd Tri - Math STAR Writing Reports		CST	3rd Tri.-Writing 3rd Tri.-Math Reports
Finance	----->	Staff closes books; defines actuals; Ending balance.	----->			Receive Audit	Governor proposes budget.			New Programs	New Programs	New Programs
		Report to the Board				1st Interim Report	CSBA Forecast Conference		2nd Interim Report		Governor's May Revise Report to the Board	Adopt the budget
				BAC Meets	BAC Meets	Staff projects next year's revenue and expenses- Board Budget Workshop BAC Meets		BAC reports to Board	BAC Meets	BAC Meets	BAC Meets	BAC Meets
							Board sets budget priorities	Board sets budget priorities	Board sets budget priorities			
Policy	Develop and adopt new policies as necessary or required – Review policies on a regular basis and revise as necessary.											
Human Resources		Welcome back info 1st week---	Staffing assignments	CBEDS	Acceptance of report on certificated credentials and assignments		School Calendar		Layoff notifications by the 15th	Action on specially funded programs	Salute to Excellence Awards	End of the year celebration
				Review BP 1312.1 Complaints about school district personnel HR/Supt	Certification of competence in evaluation and instructional methodologies			Certificated staffing recommendations	Non-Reelection of temp teachers	Employee of year due to County	Notification to specially funded staff and Declaration of Need for Qualified Educators	Reduced workload agreements
					Adoption of Resolutions authorizing teacher service.						Day of the Teacher; Classified Week; Volunteers of Year	

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SANTEE SCHOOL DISTRICT GOVERNANCE CALENDAR Fiscal Year 2011-2012

Job Area	July	August	September	October	November	December	January	February	March	April	May	June
Legislative Goals			Review and develop Legislative Goals	----->		Meet with State representatives to share the District's legislative goals and request support.						
Collective Bargaining	Establish parameters for negotiations – Receive reports on negotiations – Approve negotiated contracts											
Community Relations	City/Board Meeting		Attend Back to School Nights	City/Board Meeting				City/Board Meeting			City/Board Meeting	Foundation Golf Tournament
									Business Appreciation Breakfast	ACSA/SDSBA Honoring Our Own		
Property												
Modernization / Facilities							Board Modernization Workshop (Tentative)					Quick Start Projects
											Facilities/Safety Committee Report to Board	
Modernization/ Communication (Committees)												
a. Facilities Committee			Facilities/Safety Committee Meets	Facilities/Safety Committee Meets	Facilities/Safety Committee Meets	Facilities/Safety Committee Meets	Facilities/Safety Committee Meets	Facilities/Safety Committee Meets	Facilities/Safety Committee Meets	Facilities/Safety Committee Meets	Facilities/Safety Committee Meets	Facilities/Safety Committee Meets
b. Communication Committee				Communication Committee	Communication Committee	Communication Committee	Communication Committee	Communication Committee	Communication Committee	Communication Committee	Communication Committee	Communication Committee



SANTEE SCHOOL DISTRICT GOVERNANCE CALENDAR Fiscal Year 2011-2012

Job Area	July	August	September	October	November	December	January	February	March	April	May	June
c. Independent Citizens' Oversight Committee (ICOC)			ICOC Meeting			ICOC Meeting			ICOC Meeting			ICOC Meeting
II. Communication												
a. Letters to the Public												
b. Press Releases												Press Release sent
c. Modernization Newsletter												Annual Report published and distributed.
d. Website	→	→	→	→	→	→	→	→	→	→	→	Ongoing updates
e. Parent Link Message to Parents												School Messenger Message to Parents
III. Presentations												
a. Staff Meetings				Visit staff meetings for updates as needed.					Visit staff meetings for updates as needed.			
SCHOOL SIGNS												Updated signs to show scope of projects at each site
Ongoing and/or As Needed Communication							Press Releases as breaking news occurs	School Messenger Message to Parents to alert to look for information coming	Web Site Update and completed projects checklist.	Signs at schools updated to show completed projects.	Ribbon Cuttings, Ground Breakings, Dedications, etc.	

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Reports and Presentations Item B.2. Spotlight: Santee Kiwanis - Junior Olympics
Prepared by Dr. Patrick Shaw
June 21, 2011

BACKGROUND:

The Santee Kiwanis Club has provided Junior Olympics 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.

Paul Stevens, club president, chaired the event this year, and along with many other club members prepared for the day's events.

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.

Agenda Item B.2.

BACKGROUND:

In December 2010, the Santee School District Board of Education approved the goals of the Advisory Council for Instruction (ACI) for review, research, and to make recommendations to the Board of Education, when appropriate.

The 2010-2011 ACI goals were as follows:

- Share ACI curriculum and instruction priorities related to budget
- Explore programs and opportunities to better support and meet the needs of all learners
 - Response to Intervention and Instruction
 - Distance Learning
 - Special Education Action Plan
 - Project Based Learning
 - GATE Program Changes
- Examine digital curriculum for new adoptions, research options and recommend next steps
- Examine student achievement and progress toward established targets
- Explore 21st Century skills and instructional technology and how these topics impact student learning
- Research transitional kindergarten timelines and provide input on the implementation
- Review and advise District on revisions to the LEA Plan

The Character Education Board Advisory Committee met three times during the 2010-2011 school year on the following goals:

- Monitoring the implementation of character-based programs
- Discussion of best practices across the school district
- Data collection and discussion related to the success of character education

Administration will share the status of goals and ongoing committee work for the 2011-2012 school year for both ACI and the Character Education Board Advisory Committee.

PUBLIC COMMUNICATION Item C

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

Agenda Item C.

PUBLIC HEARINGS Item D

Agenda Item D.

Public Hearings D.1. 2011-12 Santee School District Budget
Prepared by Karl Christensen
June 21, 2011

BACKGROUND:

The Board of Education is required by law to hold an official public hearing prior to discussion of the Adopted Budget. The budget document has been available for public review at:

Santee School District Skidmore Administration Center
9625 Cuyamaca Street
Santee, CA

The public hearing should convene and permit any interested citizens to raise questions or to provide input about the proposed adopted Budget of the District.

Agenda Item D.1.

Public Hearings D.2. State Categorical Flexibility for 2011-12
 Prepared by Karl Christensen
 June 21, 2011

BACKGROUND:

Recent State Budget actions shifted 42 State Categorical Programs into a “Tier III” designation allowing flexible use of these funds for any educational purpose. As a condition of receiving the funds, school districts must hold a Public Hearing to announce the designated use of funds for which a school district is invoking the flexibility option and to take public comment. The District’s Adopted Budget for 2011-12 incorporates flexibility use for fourteen of the Tier III programs:

State Program Subject to Flexibility	Estimated 2011-12 Award	Flexibility Used	% Flex Used	Remaining for Program Expenditures	Flexibility Used in Unrestricted General Fund
Supplemental Hourly Instructional Prog	13,867	13,867	100.00%	0	Teacher salaries
Community Day School	72,445	0	0.00%	72,445	N/A
Deferred Maintenance	230,077	230,077	100.00%	0	Classified salaries
Community Based English Tutoring	13,536	13,536	100.00%	0	Teacher salaries
Schl Safty & Violnce Prevntn	39,964	10,000	25.02%	29,964	Teacher salaries
Arts & Music Block Grant	89,541	89,541	100.00%	0	Teacher salaries
Supplemental School Counseling	130,706	61,134	46.77%	69,572	N/A
GATE	41,303	0	0.00%	41,303	N/A
Instructnl Mtls Fund Realignment	341,466	213,000	62.38%	128,466	Teacher salaries
PAR	25,306	9,995	39.50%	15,311	Teacher salaries
SB472 Staff Development	32,063	32,063	100.00%	0	Teacher salaries
Admin Training	7,278	7,278	100.00%	0	Teacher salaries
Teacher Credentialing Blk Grant	24,109	0	0.00%	24,109	N/A
Profnl Developmnt Blk Grant	174,446	126,508	72.52%	47,938	Teacher salaries
Targeted Instructnl Imprvmnt Blk Grnt	576,719	106,325	18.44%	470,394	Classified salaries
School Library Imprvmnt Blk Grnt	674,031	400,000	59.34%	274,031	Teacher salaries
Staff Development English Learner	11,025	11,025	100.00%	0	Teacher salaries
Total Flexibility Used	2,497,882	1,324,349	53.02%	1,173,533	

The public hearing should convene and permit any interested citizens to raise questions or to provide input about the District’s Adopted Budget for 2011-12 which incorporates flexibility use for fourteen of the Tier III programs.

Agenda Item D.2.

CONSENT ITEMS Item E.

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

Agenda Item E

Consent Item E.1.1. Approval of Minutes
Prepared by Dr. Patrick Shaw
June 21, 2011

BACKGROUND:

Presented for Board approval –

- June 7, 2011, regular meeting minutes
- June 7, 2011, special 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 7, 2011
MINUTES

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

A. OPENING PROCEDURES

1. Call to Order and Welcome

President Ryan called the meeting to order at 7:04 p.m. and read the District Mission Statement.

Members present:

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

Administration present:

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

2. President Ryan lead the audience in reciting the District Mission Statement and invited Kathlen Bautista, a student from Carlton Oaks, to lead the members, staff, and audience in the Pledge of Allegiance.

3. Approval of Agenda

President Ryan presented an amendment to item E.3.1. It was moved and seconded to approve the agenda with the amendment to item E.3.1.

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

B. REPORTS AND PRESENTATIONS

1. Superintendent's Report

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

Dr. Shaw presented a *Union Tribune* article about county school districts per student spending based on Federal government funding in comparison to their student performance. Santee was placed in the list as a high middle class district. The Board has had high expectations for the Santee community and Santee ranked second in the overall rating. This data shows the quality of the teachers and administration in our schools, the instructional program, and the parent and volunteer support.

2. Ken Fox: Awarded Outstanding Park and Recreation Commissioner of 2010 by the California Association of Park and Recreation Commissioners

Dr. Shaw introduced Board member Ken Fox and congratulated him for being recognized as the 2010 Outstanding Park and Recreation Commissioner by the California Association of Park and Recreation Commissioners. President Ryan presented Member Fox with a small gift from the Board. Member Fox said he accepted the award on behalf of the SPARC members and the City's community service department because it takes a lot of people to get things done.

3. Spotlight on Education: Special Student Recognition

Kristin Baranski introduced students from each school for a special recognition for making great achievements this school year. Each student received certificates of achievement from the district, SELPA, and State Senator Joel Anderson's office, as well as an award medallion. The recognized students were:

Cajon Park - Casey Lucore
Carlton Hills - Katelyn Pinard
Carlton Oaks - Kathlen Bautista and Luis Gomez
Chet F. Harritt - Hannah Yeager and Savannah Michonski
Hill Creek - Jacob Bachofner

Pepper Drive - Isaiah Stone and Daniel Chavez
PRIDE Academy - Israel "Angel" Sanchez
Rio Seco - Christina Hurtado and Celine Menard
Sycamore Canyon - Dean Gardner, Kanon Sogabe,
and Kathryn Reichard

4. Spotlight on Education: Eighth Grade Academic Achievement Awards

Kristin Baranski introduced the eighth grade students from each school who participated in the academic achievement competition, consisting of a comprehensive algebra test, an impromptu speech, and writing a literature response essay. Following the students' introductions, the achievement winners in each category and the overall winner was announced. The top academic students from each school were:

- Cajon Park - Dale Randall and Wendy Sigler
- Carlton Hills - Lillianne McCreery and Jacob Samson
- Carlton Oaks - Kiernan Elam and Jenette Allen
- Chet F. Harritt - Nicholas Smith and Katherine Craig
- Hill Creek - Colleen Huppert and Tyler Hodges
- Pepper Drive - Brooke Boyd and Ben Sellers
- PRIDE Academy - Melanie Sanchez and Morgan Bain
- Rio Seco - Carly Messig and Marisa McKasson

The 2011 Academic Achievement category winners were:

Math: Jacob Samson-Carlton Hills

Speech: Keirnan Elam-Carlton Oaks

Writing: Lillianne McCreery-Carlton Hills

Jacob Samson received a \$100 Barbara Ramsey Math scholarship award from the Santee School District Foundation.

The overall Academic Achievement winner was Wendy Sigler, an eighth grade student from Cajon Park School. Wendy was presented with the perpetual District trophy that will be prominently displayed at her school for the next school year. Warren Savage, Executive Director of the Santee Chamber of Commerce congratulated Wendy and presented her with a \$200 savings bond. Santee Fire Chief, Bob Leigh, on behalf of the Mayor and City Council, presented Wendy with a proclamation declaring June 7, 2011 as Wendy Sigler day in the City of Santee.

The Board adjourned for a brief reception at 7:50 p.m. in honor of the recognized students. The Board reconvened to public session at 8:00 p.m.

5. Independent Citizens' Oversight Committee Annual Report

Karl Christensen introduced Gina Jackson, the president of the Independent Citizens Oversight Committee formed for oversight of Prop R spending. Mrs. Jackson reported that staff and the Board have done an excellent job on mitigating risks during the stoppage of construction and now with construction beginning again as funding is beginning to come through. It is nice to see how far the program has come in such a short time and how close the District is to completing the entire project. Board members received a hard copy of the report. The Board thanked Mrs. Jackson for the great report and asked her to send their thanks to the entire committee for their work. Member Bartholomew asked how the report is distributed to the community. Mrs. Becker reported 100 copies are distributed in the community and in the interest of being "green" and saving money, a School Messenger call goes out to each student's home with a reference link to the website where the report is posted. Member Bartholomew said he would really like to see the report go out to the entire community because there is a great portion of the community that supported Prop R but does not have children at our schools. Member El-Hajj asked if the hits on the website page of the report can be tracked to see if the community is reading the report. Member El-Hajj agreed that reaching out to the entire community is important and asked staff to also provide copies to all of the mobile home parks in Santee.

6. Facilities Committee Annual Report

Karl Christensen introduced Christina Becker, committee chair, to provide the annual report of the Facilities Committee. Mrs. Becker shared the 2007 goals for joint use funds and how the District has greatly surpassed those goals. The District is celebrating the solar project at Hill Creek and the outdoor learning environment and curricular focus on energy savings it provides for kids. The next step is to assess the efficiency and viability of providing solar at more sites. The report, which is available in hard copy, also included information about safety items addressed, working closely with the city of Santee to make drop off areas and parking lots much more efficient and safe, and the installation of solar lighting in

the Pepper Drive parking lot. Mrs. Becker reported the District qualified for some FEMA funds resulting from damages incurred during the winter storm of 2010.

C. PUBLIC COMMUNICATION

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

Mrs. Beth Selbe, a community member, shared with the Board that her son will be graduating from Santana next week and receiving an English achievement award on senior awards night. Her son went through the Santee School District special education program, having incredible teachers, and began to shine in junior high. Mrs. Selbe wished to thank the Board, the principals, and the staff for helping them as a family to achieve academic success. Member Burns said Mrs. Selbe has been a role model for parents of a special education students and her son is very lucky to have such great parents.

D. PUBLIC HEARINGS

1. Recycling of Obsolete Instructional Materials

President Ryan opened the public hearing on Recycling of Obsolete Instructional Materials. There were no public 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 Ryan invited comments from the public on any item listed.

- 1.1. Approval of Minutes**
- 2.1. Approval/Ratification of Travel Requests**
- 2.2. Approval/Ratification of Revolving Cash Report**
- 2.3. Acceptance of Donations**
- 2.4. Renewal of Bond Counsel Agreement with Bowie, Arneson, Wiles & Giannone**
- 2.5. Adoption of Resolution #1011-32, to Establish Temporary Interfund Transfers**
- 2.6. Approval of 2011-12 Student Accident Insurance**
- 2.7. Approval of Agreements with the San Diego County Office of Education Fringe Benefits Consortium (FBC) to Administer Two (2) Retirement Incentive Programs for the 2010-11 School Year**
- 3.1. Approval of Kinder Play Structure Purchase and Installation at Hill Creek School**
- 4.1. Approval Extended Field Trip for Carlton Hills 7-8 Grade Students to H&M Landing in San Diego**
- 4.2. Acceptance of NEA Student Achievement Grant**
- 5.1. Personnel, Regular**
- 5.2. Approval of Shared Classroom Teaching Assignments for 2011-12**
- 5.3. Approval of Reduced Workload Agreement**
- 5.4. Approval of Short Term Positions**
- 5.5. Approval to Renew Annual Attorney Agreement and Rate Structure with Fagen, Friedman & Fulfrost**
- 5.6. Approval of Medi-Cal Administrative Activities (MAA) Agreement with Orange County Department of Education**

It was moved and seconded to approve the Consent Items including the amended item E.3.1.

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

F. DISCUSSION AND/OR ACTION ITEMS

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

1.1. Santee School District Administrative Regulation 5030, Student Wellness

The federal Child Nutrition and Women, Infants and Children Reauthorization Act of 2004 mandated school districts participating in the National School Lunch Program to adopt a district wide school wellness policy with specified components by the beginning of the 2006-07 school year. The Board adopted BP 5030 in compliance with this mandate. Dr. Pat Shaw presented an Administrative Regulation (AR) for the Board to review. This AR would provide guidelines for the implementation of Board Policy 5030 Student Wellness. The focus of AR is to curb the number of celebrations during the school year that include food

to help minimize student consumption of sweets and high fat foods at school and to provide greater protection for students with food allergies.

Mr. Joe Spencer, a parent, requested to speak to this item. Mr. Spencer did not agree with the AR limiting treats to five celebrations each school year. This would eliminate the choice of bringing in cupcakes for a child's birthday. He does not believe having cupcakes celebrating a child's birthday has an effect on childhood obesity but it could have an effect on student moral. He also shared his concerns about serving chocolate milk to students at lunch. He believes the higher sugar content of chocolate milk negates the nutritional value and that school lunches have more of a connection with childhood obesity. He stated that students raise funds for the schools by selling the same things that are suggested to be banned. He would like to see chocolate milk removed and sweeping changes made to the lunch menus. He asked that the AR be tabled until his suggestions could be considered and he would like to present a full proposal at the next Board meeting.

Member El-Hajj said the Wellness Committee has met for four to five years and at every meeting "cupcakes" come up. The goal of the Wellness Committee is to create healthier children. She believes childhood obesity is caused by inactivity, not eating sweets at school. As a participant of the Wellness Committee she has had the opportunity to hear other points of view. There are parents that do not appreciate their children receiving these types of treats at school. After being made aware of this and looking around, she believes there is a lot of sugar in our schools. The Committee came up with a compromise to recommend but not everyone was happy. She does not believe this AR is the answer. She prefers to see one celebration per month allowed, where compliant snacks and one cupcake or non-compliant food could be served. Lunch box socials have been an opportunity for ASB's to make money for their activities but they are not compliant with the law because it is non-compliant food. Compliant foods are determined by ratios of sugar, fat, and calories and the Director of Food Services works hard to be sure we are in compliance with the law. Celebrations seem to be the sticking point. Whatever the Regulations are, there will be people that are not happy and some will not comply. Member El-Hajj said the sites have asked for consistent direction to follow and not have it be a site decision. She applauded Dr. Shaw for bringing a recommendation to provide that consistency for the school sites.

Member Burns prefers addressing student wellness through education rather than through these restrictions. He believes removing the lunch box socials involves far more than students because they bring the community back to your school. He would not support removing the lunch box socials. Member Burns said recently a student participated in a celebration with a treat and had a very severe allergy attack. He is not sure where the balance is but would support celebrations limited to five days a year to see how that works.

Member Bartholomew does not believe the District is doing anything wrong by not offering high fat, high sugar content foods to our kids, no matter where they come from. He would not be opposed to looking at why we serve chocolate milk every day. The District should "walk the talk" in the quality of lunches and physical education activity and focus on wellness. Logistically it is becoming more difficult because of food allergies and then it becomes an issue staff has to deal with it while assuring all students are treated fairly.

Member Fox does not believe cupcakes are the problem but supports more education and more activity.

President Ryan appreciated the time administration to to develop the AR. She has strong feelings that kids need to have the opportunity to be recognized but it does not have to be with food. She would not limit the number or parties or celebrations but would prefer to eliminate the treats rather than try to limit or manage the treats. She said Mr. Spencer's comments were worth being looked into. The Wellness Policy has been primarily focused on nutrition however, physical education class is where a difference could be made.

Member El-Hajj said a decision should occur before school begins for next year. Dr. Shaw said administration's hope was to get the word out before the end of the school year but will follow up with this prior to school starting. He stated administration's recommendation was to allow one lunch box social this

coming year and phase them out for the next year, allowing the schools the time to find a replacement fundraiser and social activity.

President Ryan asked the Board how they wish to address the two issues where there is concern, cupcakes and school celebrations and lunch box socials.

Member Bartholomew said it is frustrating because those items are a small part of an issue that is very comprehensive. He supports the way the AR is written, and while these things are not the root cause of the issues, it is all positive, and puts the District a step closer to being in compliance with the law. Member Bartholomew moved to approve the proposed AR 5030 as written.

Motion: Bartholomew Second: Fox Vote: 2-3 (Ryan, El-Hajj, Burns, noes)

The motion was not carried. The Board directed administration to return to the Board with another recommendation for an AR incorporating the Board's feedback. Dr. Shaw said, just as in the Wellness Committee, the feelings are very mixed. The draft was presented to begin implementation of the Student Wellness Policy and provide consistency. Dr. Shaw will take the Board's feedback, discuss it further with administration and the Wellness Committee, and return with a recommendation.

1.2. Technology Parent Survey

Dr. Shaw reported that the FCMAT study for technology has been completed and a summary of the study will be provided in about 8 weeks. As the District tries to plan for the future, administration believes many students have access to personal mobile devices, such as netbooks, laptops, and tablets at home and it may be possible for students to bring these mobile devices to school to have ready access to information. Administration is interested in seeking the thoughts of parents about this possibility and this information will help administration plan the next steps for technology in the District. While the District strives to provide more opportunities for students to use digital tools in the school environment, with the rapid changes in technology, it is not feasible for the District to attempt to provide the most current technology tools for students. This valuable information will help to provide students real time access to information in a learning environment that is safe and protected. Dr. Shaw presented a draft survey administration would like to send home to parents of students in grades 2-7 asking about their level of interest in allowing their children to bring personal digital devices to school. The survey would also seek their interest in participating if the District was able to provide a way to finance mobile devices. The survey will be color-coded by school to be able to easily determine interest by school site. If there is considerable interest by parents, administration will return to the Board and also begin conversations with teachers.

Member Burns would like to see a parent education question added asking if there is a need for parent education for technology.

Member El-Hajj asked if there was any data on how many students bring cell phones to school on a daily basis. She said maybe we are not using the technology available to us every day with kids and their cell phones. Dr. Shaw reported a survey done by a research center indicated that 75% of students age 12 through 17 own a cell phone or smart phone. Member El-Hajj would like to see if that data matches our community and how many of our younger students carry a cell phone to school on a daily basis. Dr. Shaw said adding a question about cell phones would provide an idea of the mobile access of students and maybe inquire if they have Internet access. The Board suggested reordering the questions.

Member Burns moved to approve the distribution of a survey to parents to find the level of interest of parents to provide portable digital tools to their children for the school environment.

Motion: Burns Second: Fox Vote: 5-0

2.1. Governor's May Revise

Karl Christensen provided an update on the Governor's May revise of the State Budget as a backdrop to adopting the Santee School District budget at the next meeting. He reported there is less uncertainty at this time and the revenue is looking better. The Governor has had a consistent message around the education budget: that education has taken disproportionate cuts. The National economy shows an increase in unemployment and there are some concerns about a double-dip recession and rising oil prices. The State lost 1 million jobs and is now beginning to slowly add jobs back, but still the second highest unemployment rate in the nation. Sales tax is on target but corporate taxes are lagging. The Legislature was successful in enacting budget reductions but they also increased some spending. There is still a \$10.8 billion deficit. The Governor recognizes the amount of debt the State is facing and

recognizes that deferrals are debt. The budget relies on the extension of the temporary taxes. The May revise contains some proposals on data and testing and there is a transfer of funding for mental health services to the local school districts.

The impact on Santee School District will be to reserve a portion of the fund balance and recognize flat funding when the budget is developed. There is a \$1.7 M change in the fund balance and a 2011-12 budget deficit even with flat funding. The deficit for 2012-13 is \$1.2 million, and grows through 2013-14 with a deficit of \$3 M, dropping the reserve well below the required 3%.

The important message is that there is still a structural budget deficit, which means we are spending more than we are receiving. There will be pressure on any new money to be used to fill the gap on the deficit spending and/or on salary increases. Board members thanked Mr. Christensen for a very comprehensive and easily understandable report.

2.2. Approval of Monthly Financial Report

Mr. Christensen presented the monthly financial report for April 2011. There were no questions or comments from the Board. Member Burns moved to approve the Monthly Financial Report for April 2011.

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

3.1. Adoption of Resolution No. 1011-30, to Layoff and/or Reduce Identified Classified Non-Management Positions

Minnie Malin presented a resolution for layoff of a special education one-on-one IA position no longer required as part of the student’s IEP and the reduction of one hour per day for one Instructional Media Technician, based on the classified staffing formula adopted by the Board.

Member Bartholomew said he was contacted by an employee regarding this item and the reduction in hours results in the reduction of health benefits for an employee. He understands these efforts but this was concerning to him. He wanted to know if there is a way to defer this to provide an affected employee time to make appropriate arrangements to not have a gap in their health insurance. Minnie Malin said if the employee in the affected position bumps, they will maintain their hours. An employee who may then get bumped could lose their benefits because of shorter hours. Classified employees who are laid off or reduced and no longer eligible for health benefits will maintain coverage for 4 months, which should be adequate time to arrange for health insurance. Employees are also offered COBRA, although it is very expensive.

Member Bartholomew asked Mrs. Malin to include benefit impacts in future Board items laying off or reducing classified positions. Member Burns moved to adopt resolution no. 1011-30 to layoff and reduce classified positions.

Motion: Burns Second: Fox Vote: 5-0

President Ryan reported that on May 17, 2011, in closed session, the Board voted unanimously to extend the contract of the Assistant Superintendent of Business Services for 3 years.

H. BOARD POLICIES AND BYLAWS

1.1. First Reading: BP 4020, Drug and Alcohol-Free Work Place

Proposed revisions to Board Policy 4020, “Drug and Alcohol-Free Workplace” were presented to the Board in a first reading. No action was requested. The revised BP will return for a second reading and request for approval.

1.2. First Reading: BP 3101, Fund Balance Policy

The proposed new Board Policy 3101, “Fund Balance Policy” was presented to the Board in a first reading. No action was requested. The new BP will return for a second reading and request for adoption.

I. BOARD COMMUNICATION

Member Burns asked to send Thomas Selbe a congratulation card for his graduation and academic accomplishments.

President Ryan said she was unaware of a decision being made to not offer 8th grade Spanish next year. Kristin Baranski reported that in February 2010 during a budget workshop the Board voted to no longer support the Spanish with general fund dollars. As an option, the ASES grant supported the program this year with no transportation provided. The ASES funding cannot support the class again because there are not enough PRIDE students participating. She also sought out other options with Danny Martinez, Santana Spanish teacher. At the same time, the ACLU lawsuit materialized and we cannot charge fees for this program. Administration has looked at every option to provide the class, even having the teacher form a non-profit so he could charge fees. That was not a viable option for the teacher. Although it is not the same, administration is looking at building the dual immersion program.

Member Ryan ask how many eighth grade students took Spanish this year. Mrs. Baranski said the class started with 40 students and 25 students completed the course. Member Burns said the Board needs to discuss this and make a decision publically about the program. Mrs. Baranski will bring the information to the Board for a decision about funding and continuation of the Spanish class.

President Ryan shared she worked with some of our former students at the Street Fair. It was great to hear about where they are going to college.

Member Bartholomew reported he went to the Kiwanis Club sponsored Junior Olympics event on Saturday. He would like the chairperson and Kiwanis recognized at a Board meeting for their efforts towards this annual event.

J. CLOSED SESSION

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

1. **Conference with Labor Negotiator** (Govt. Code § 54956.8)
Agency Negotiator: Karl Christensen, Assistant Superintendent
Employee Organizations: Classified School Employees Association
2. **Public Employee Performance Evaluation** (Govt. Code § 54957)
Superintendent

The Board entered closed session at 9:41 p.m. for deliberation of the student discipline hearing help prior to this meeting. The Board reconvened to public session to report the action of the student discipline hearing deliberation. Following the report, the Board convened to closed session for items from this regular meeting.

J. RECONVENE TO PUBLIC SESSION

The Board reconvened to public session at 11:00 p.m. No action was reported.

K. ADJOURNMENT

The June 7, 2011 regular meeting adjourned at 11:00 p.m.

SANTEE SCHOOL DISTRICT
SPECIAL MEETING OF THE BOARD OF EDUCATION

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

MINUTES
June 7, 2011

A. CALL TO ORDER

The meeting was called to order at 6:00 p.m. by President Ryan.

Members present:

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

B. PUBLIC COMMUNICATION

There were no comments from the public.

C. CLOSED SESSION

1. Consideration of Student Matters (Ed. Code S48918) Student #3-10

The Board entered Closed Session at 6:00 p.m. for a student discipline hearings for student #3-10. Oral and documentary evidence were received. President Ryan announced that the Board members would deliberate in closed session following the regular Board meeting.

D. RECONVENE TO OPEN SESSION AND REPORT OF ACTION ON STUDENT HEARING

The Board adjourned the closed session meeting. The Board entered closed session for deliberation of this matter at 9:41 p.m. The Board reconvened to open session at 9:50. It was motioned by Member **Fox** to enforce the previous expulsion decision dated September 29, 2010, student #3-10 shall remain at the Santee Success Program through June 22, 2011, and the student will write a journal entry each day documenting the good choices she made that day. These entries will be sent to the Board of Education.

Motion: Fox

Second: El-Hajj

Vote: 4-0

E. ADJOURNMENT

The June 7, 2011 special meeting adjourned 9:51 p.m.

Dianne El-Hajj, Clerk

Dr. Patrick Shaw, 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 to the Board of Education for approval **prior** to the travel date.

RECOMMENDATION:

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

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The estimated travel expenses are \$1,800 as disclosed on the following page.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.2.1.
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Board Travel Report - June 21, 2011									
Travel Dates	Attendees	Site or Dept	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Overnight, Out-of-State, Air Travel	
Tues-Wed, 06/28/11 - 06/29/11	Andy Johnston Jeff Lamb Ramona Lampe	CFH CFH CFH	Gifted Institute and Demonstration School	Los Angeles	\$0	\$300	Title I	This annual event focuses on differentiated curriculum strategies.	
	Lilah Onners	CFH			\$0	\$300	Title I		
Tuesday, 06/14/11	Trisha Best Carrie Trantalis	CFH CFH			\$0 \$0	\$300 \$300	Title I Title I		

Consent Item E.2.2. Approval/Ratification of Expenditure Warrants
 Prepared by Karl Christensen
 June 21, 2011

BACKGROUND:

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

Commercial Warrants issued for the period of May 2011:

<u>Fund #/Name</u>	<u>Warrant #'s</u>	<u>Amount</u>
03/06 General	12-907431 to 12-918973	\$193,761.48
09 00	N/A	\$0.00
12 06	N/A	\$0.00
13 00	12-907469 to 12-917715	\$56,255.75
14 00	N/A	\$0.00
21 09	N/A	\$0.00
21 39 / 21 08	12-907490 to 12-918975	\$599,067.38
25 18	12-916931	\$1,450.00
25 38	N/A	\$0.00
35-00	N/A	\$0.00
40-00	12-913603	\$879.83
63 00	12-910391 to 12-915834	\$1,290.41
		\$852,704.85

Student Body Warrants issued for the period of May 2011:

\$796.36

Payroll Warrant #'s beginning 10-636083 through 10-636852 and 10-996268 through 10-996324:

<u>Fund #/Name</u>	<u>Amount</u>
03 00	\$2,629,334.05
06 00	\$800,666.58
12 06	\$21,105.24
13 00	\$74,851.38
25-18	\$1,504.15
63 00	\$178,909.64
\$3,706,371.04	

RECOMMENDATION:

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

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact of commercial, student body, and payroll expenditure warrants total \$4,559,872.25 and is disclosed above.

STUDENT ACHIEVEMENT IMPACT:

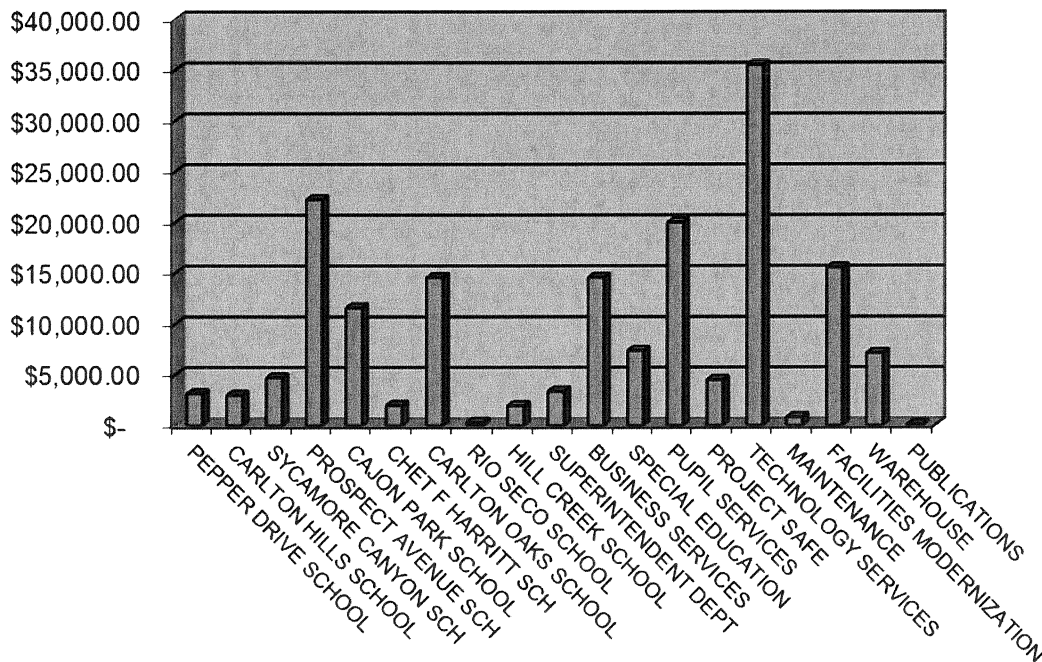
This is a fiscal item. All fiscal resources impact student achievement.

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

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

**PURCHASE ORDER REPORT
 MAY 2011**



The Business Services, Curriculum Development,, and Facilities Modernization purchase orders include payments for various professional services needed for District operations and the Capital Improvement Program such as specialized consulting. The Technology Services purchase orders includes payments to vendors for computer equipment.

RECOMMENDATION:

Administration recommends approval of purchase orders #101276 through #101388 issued May 1, 2011 through May 31, 2011.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact of \$172,518.83 is disclosed on the following pages.

STUDENT ACHIEVEMENT IMPACT:

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

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

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

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

Fund Numbers

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

M = Monthly Blanket
 A = Annual Blanket
 L = Lottery

PURCHASE ORDER EXCEEDED BY 10%
 FOR THE MONTH OF MAY 2011

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
100196	7/22/2010	03-00	THE SOCO GROUP, INC. FUEL FOR TECHNOLOGY DEPT.	073	UNLEADED FUEL INCREASE ANNUAL P.O.	\$2,200.00 \$350.00
					NEW TOTAL	\$2,550.00
101382	5/24/2011	03-00	WAXIE SANITARY SUPPLY SHIPPIN CHARGES ADDED	078	STORES SUPPLIES OVER 10%	\$90.98 \$9.67
					NEW TOTAL	\$100.65

PURCHASE ORDER LISTING - MAY 2011
BY SITE

PO NBR	DATE	FUND	VENDOR	DESCRIPTION	AMOUNT	LOC	LOCATION
101302	5/10/2011	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$ 58.07	002	PEPPER DRIVE SCHOOL
101350	5/19/2011	6	LIGHTSPEED TECHNOLOGIES INC	ELECTRONIC DEVICES	\$ 3,099.38	002	PEPPER DRIVE SCHOOL
					TOTAL \$		PEPPER DRIVE SCHOOL
101308	5/10/2011	6	TURN AROUND SCHOOLS	REGISTRATION FEES	\$ 2,940.00	003	CARLTON HILLS SCHOOL
101310	5/11/2011	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$ 58.07	003	CARLTON HILLS SCHOOL
					TOTAL \$		CARLTON HILLS SCHOOL
101284	5/4/2011	3	BIRCH AQUARIUM AT SCRIPPS	ADMISSIONS	\$ 434.00	004	SYCAMORE CANYON SCH
101286	5/4/2011	3	USS MIDWAY MUSEUM	ADMISSIONS	\$ 406.00	004	SYCAMORE CANYON SCH
101322	5/12/2011	3	TROXELL COMMUNICATIONS INC	ELECTRONIC EQUIPMENT	\$ 530.71	004	SYCAMORE CANYON SCH
101332	5/18/2011	6	LAKESHORE	CLASSROOM MATERIALS	\$ 170.59	004	SYCAMORE CANYON SCH
101333	5/18/2011	6	LAKESHORE	CLASSROOM MATERIALS	\$ 146.96	004	SYCAMORE CANYON SCH
101361	5/20/2011	3	CDW GOVERNMENT INC	COMPUTER EQUIPMENT	\$ 1,758.00	004	SYCAMORE CANYON SCH
101364	5/20/2011	3	LENOVO (UNITED STATES) INC.	LAPTOP	\$ 1,180.95	004	SYCAMORE CANYON SCH
101365	5/20/2011	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$ 87.11	004	SYCAMORE CANYON SCH
					TOTAL \$		SYCAMORE CANYON SCH
101293	5/6/2011	3	MISSION JANITORIAL SUPPLIES	CUSTODIAL SUPPLIES	\$ 176.45	005	PROSPECT AVENUE SCH
101318	5/12/2011	6	SOUTHWEST SCHOOL SUPPLY	CLASSROOM SUPPLIES	\$ 244.69	005	PROSPECT AVENUE SCH
101321	5/12/2011	6	PC MALLGOV	SOFTWARE LICENSES	\$ 207.95	005	PROSPECT AVENUE SCH
101335	5/18/2011	3	HARCOURT OUTLINES INC	FUNDRAISER ITEMS	\$ 237.94	005	PROSPECT AVENUE SCH
101347	5/19/2011	6	SCHOOL CHECK IN	FRONT OFFICE SUPPLIES	\$ 486.10	005	PROSPECT AVENUE SCH
101349	5/19/2011	6	APPLE COMPUTER INC	IPOD LEARNING LABS	\$ 18,116.66	005	PROSPECT AVENUE SCH
101388	5/25/2011	3	LEGOLAND CALIFORNIA	ADMISSIONS	\$ 2,777.00	005	PROSPECT AVENUE SCH
					TOTAL \$		PROSPECT AVENUE SCH
101283	5/2/2011	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$ 116.15	006	CAJON PARK SCHOOL
101315	5/11/2011	3	SCHOLASTIC BOOK FAIRS - 10	FUNDRAISER - CP	\$ 1,248.53	006	CAJON PARK SCHOOL
101325	5/16/2011	3	REUBEN H FLEET SCIENCE CENTER	ADMISSIONS	\$ 450.00	006	CAJON PARK SCHOOL
101353	5/20/2011	3	BIRCH AQUARIUM AT SCRIPPS	ADMISSIONS	\$ 357.00	006	CAJON PARK SCHOOL
101367	5/20/2011	6	CDW GOVERNMENT INC	COMPUTER EQUIPMENTS	\$ 502.98	006	CAJON PARK SCHOOL
101368	5/20/2011	6	PC MALLGOV	SOFTWARE LICENSE	\$ 41.59	006	CAJON PARK SCHOOL
101369	5/20/2011	3	LENOVO (UNITED STATES) INC.	LAPTOP	\$ 2,340.06	006	CAJON PARK SCHOOL
101370	5/20/2011	3	PC MALLGOV	SOFTWARE LICENSE	\$ 207.95	006	CAJON PARK SCHOOL
101372	5/23/2011	3	SEA WORLD OF CALIFORNIA	ADMISSIONS	\$ 759.00	006	CAJON PARK SCHOOL
101373	5/23/2011	3	LENOVO (UNITED STATES) INC.	LAPTOPS	\$ 4,212.11	006	CAJON PARK SCHOOL
101374	5/23/2011	3	PC MALLGOV	SOFTWARE LICENSES	\$ 374.31	006	CAJON PARK SCHOOL
101375	5/23/2011	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$ 246.78	006	CAJON PARK SCHOOL
101376	5/24/2011	6	DELL MARKETING L.P.	COMPUTER	\$ 746.45	006	CAJON PARK SCHOOL
					TOTAL \$		CAJON PARK SCHOOL
101303	5/10/2011	3	SEA WORLD OF CALIFORNIA	ADMISSIONS	\$ 1,150.00	007	CHET F HARRITT SCH
101346	5/19/2011	3	LAKESHORE	CLASSROOM MATERIALS	\$ 245.00	007	CHET F HARRITT SCH

101348	5/19/2011	6	EXCEL CONSULTING SERVICES	CONSULTING SERVICES	\$	600.00	007	CHET F HARRITT SCH
					TOTAL \$	1,995.00		CHET F HARRITT SCH
101285	5/4/2011	3	HERITAGE TOURS OF SAN DIEGO	ADMISSIONS	\$	848.00	008	CARLTON OAKS SCHOOL
101291	5/4/2011	3	DELL MARKETING L.P.	PRINTER CARTRIDGE	\$	100.04	008	CARLTON OAKS SCHOOL
101313	5/11/2011	3	REUBEN H FLEET SCIENCE CENTER	ADMISSIONS	\$	287.00	008	CARLTON OAKS SCHOOL
101314	5/11/2011	3	CALLOWAY HOUSE INC	CLASSROOM MATERIALS	\$	60.01	008	CARLTON OAKS SCHOOL
101319	5/12/2011	3	ANSMAR PUBLISHERS INC	CLASSROOM MATERIALS	\$	2,109.75	008	CARLTON OAKS SCHOOL
101320	5/12/2011	3	TERESA HERMAN	ADMISSIONS	\$	525.00	008	CARLTON OAKS SCHOOL
101329	5/16/2011	3	SPORT SUPPLY GROUP INC	PE SUPPLIES - CO	\$	50.68	008	CARLTON OAKS SCHOOL
101330	5/16/2011	3	CANNON SPORTS INC	PE SUPPLIES - CO	\$	749.55	008	CARLTON OAKS SCHOOL
101334	5/18/2011	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$	555.54	008	CARLTON OAKS SCHOOL
101336	5/18/2011	3	CDW GOVERNMENT INC	SOFTWARE LICENSES	\$	43.86	008	CARLTON OAKS SCHOOL
101354	5/20/2011	3	DELL MARKETING L.P.	PRINTER CARTRIDGE	\$	100.04	008	CARLTON OAKS SCHOOL
101355	5/20/2011	3	PC MALLGOV	SOFTWARE LICENSES	\$	124.77	008	CARLTON OAKS SCHOOL
101356	5/20/2011	3	CDW GOVERNMENT INC	COMPUTER EQUIPMENT	\$	6,835.85	008	CARLTON OAKS SCHOOL
101366	5/20/2011	3	DELL MARKETING L.P.	COMPUTERS	\$	2,167.77	008	CARLTON OAKS SCHOOL
					TOTAL \$	14,557.86		CARLTON OAKS SCHOOL
101317	5/12/2011	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$	338.87	009	RIO SECO SCHOOL
					TOTAL \$	338.87		RIO SECO SCHOOL
101281	5/2/2011	3	ANDERSON'S IT'S ELEMENTARY	STUDENT INCENTIVES	\$	943.29	010	HILL CREEK SCHOOL
101282	5/2/2011	3	PEAP	STUDENT INCENTIVES	\$	52.78	010	HILL CREEK SCHOOL
101379	5/24/2011	3	DELL MARKETING L.P.	NOTEBOOK COMPUTER	\$	935.80	010	HILL CREEK SCHOOL
101380	5/24/2011	3	PC MALLGOV	SOFTWARE LICENSE	\$	41.59	010	HILL CREEK SCHOOL
					TOTAL \$	1,973.46		HILL CREEK SCHOOL
101309	5/11/2011	3	SANTEE CHAMBER OF COMMERCE	ADMISSIONS	\$	240.00	062	SUPERINTENDENT DEPT
101359	5/20/2011	3	S4 MEDIA	GRAPHIC DESIGN SVCS	\$	150.00	062	SUPERINTENDENT DEPT
101360	5/20/2011	3	SANTEE CHAMBER OF COMMERCE	FULL PAGE AD IN ECHO	\$	3,000.00	062	SUPERINTENDENT DEPT
					TOTAL \$	3,390.00		SUPERINTENDENT DEPT
101292	5/4/2011	3	HUGHES, MORGAN	RE-ISSUE PAYROLL WARRANT	\$	149.41	064	BUSINESS SERVICES
101311	5/11/2011	3	6 OFFICE DEPOT INC	OFFICE SUPPLIES - ALL SITES	\$	1,833.14	064	BUSINESS SERVICES
101312	5/11/2011	63	OFFICE DEPOT INC	OFFICE SUPPLIES - PROJ. SAFE	\$	632.29	064	BUSINESS SERVICES
101323	5/13/2011	3	6 OFFICEMAX CONTRACT INC	OFFICE SUPPLIES - ALL SITES	\$	1,879.62	064	BUSINESS SERVICES
101326	5/16/2011	3	KEENAN & ASSOCIATES	P&L ADMIN FEES - 3RD QTR	\$	1,448.40	064	BUSINESS SERVICES
101342	5/19/2011	3	SANTEE SCHOOL DISTRICT	P & L RETENTION ACCT REIMB.	\$	5,721.57	064	BUSINESS SERVICES
101343	5/19/2011	3	FEDERAL EXPRESS CORPORATION	OVERNIGHT EXPRESS DELIVERIES	\$	47.29	064	BUSINESS SERVICES
101344	5/19/2011	25	18 DOLINKA GROUP	SD BANS CONSULTING SVCS	\$	1,450.00	064	BUSINESS SERVICES
101345	5/19/2011	3	ACSA	MEMBERSHIP DUES - FY 11/12	\$	1,331.28	064	BUSINESS SERVICES
101357	5/20/2011	3	P&R PAPER SUPPLY CO INC	CUSTODIAL SUPPLIES	\$	30.71	064	BUSINESS SERVICES
101358	5/20/2011	3	AMERICAN CHEMICAL & SANITARY	CUSTODIAL SUPPLIES	\$	33.22	064	BUSINESS SERVICES
					TOTAL \$	14,556.93		BUSINESS SERVICES
101280	5/2/2011	6	EPSTEIN, LAURIN	CONSULTANT FEES	\$	285.00	067	SPECIAL EDUCATION
101296	5/10/2011	6	UCP	ASSESSMENT/EVALUATION	\$	300.00	067	SPECIAL EDUCATION
101297	5/10/2011	6	A SELTINE SCHOOL	NPS FEES	\$	2,751.68	067	SPECIAL EDUCATION

101351	5/19/2011	6	OFFICIA IMAGING	ANNUAL MAINT. AGREEMENT	\$ 302.08	067	SPECIAL EDUCATION
101362	5/20/2011	6	INSTITUTE FOR EFFECTIVE	NPS FEES	\$ 3,741.60	067	SPECIAL EDUCATION
					TOTAL \$ 7,380.36		SPECIAL EDUCATION
101331	5/18/2011	6	WEST ED	COUNSELING AGREEMENT	\$ 20,000.00	070	PUPIL SERVICES
					TOTAL \$ 20,000.00		PUPIL SERVICES
101324	5/16/2011	6	MAD SCIENCE OF SAN DIEGO	ASES PROGRAM	\$ 4,497.50	072	PROJECT SAFE
					TOTAL \$ 4,497.50		PROJECT SAFE
101287	5/4/2011	13	DELL MARKETING L.P.	LAPTOP ACCESSORIES	\$ 101.78	073	TECHNOLOGY SERVICES
101288	5/4/2011	13	DELL MARKETING L.P.	LAPTOP	\$ 935.80	073	TECHNOLOGY SERVICES
101289	5/4/2011	3	DELL MARKETING L.P.	DESKTOP COMPUTER	\$ 674.86	073	TECHNOLOGY SERVICES
101290	5/4/2011	13	PC MALLGOV	SOFTWARE LICENSE	\$ 166.36	073	TECHNOLOGY SERVICES
101294	5/6/2011	3	CDW GOVERNMENT INC	COMPUTER KITS & LICENSES	\$ 1,479.13	073	TECHNOLOGY SERVICES
101298	5/10/2011	6	CDW GOVERNMENT INC	COMPUTER COMPONENTS	\$ 7,334.88	073	TECHNOLOGY SERVICES
101299	5/10/2011	6	CDW GOVERNMENT INC	HEADSETS	\$ 1,072.71	073	TECHNOLOGY SERVICES
101300	5/10/2011	6	PC MALLGOV	SOFTWARE LICENSES	\$ 998.16	073	TECHNOLOGY SERVICES
101301	5/10/2011	6	PC MALLGOV	SOFTWARE LICENSES	\$ 166.36	073	TECHNOLOGY SERVICES
101304	5/10/2011	6	LENOVO (UNITED STATES) INC.	NOTEBOOK COMPUTERS	\$ 6,281.70	073	TECHNOLOGY SERVICES
101316	5/12/2011	6	TECH4LEARNING	SOFTWARE LICENSES	\$ 2,000.00	073	TECHNOLOGY SERVICES
101377	5/24/2011	6	DELL MARKETING L.P.	COMPUTERS	\$ 14,300.64	073	TECHNOLOGY SERVICES
					TOTAL \$ 35,512.38		TECHNOLOGY SERVICES
101341	5/19/2011	3	WASTE MANAGEMENT OF EL CAJON -	ROLL - OFF AT PD	\$ 57.31	075	MAINTENANCE
101352	5/19/2011	6	PC MALLGOV	SOFTWARE LICENSE	\$ 41.59	075	MAINTENANCE
101363	5/20/2011	6	DELL MARKETING L.P.	COMPUTER	\$ 746.46	075	MAINTENANCE
					TOTAL \$ 845.36		MAINTENANCE
101305	5/10/2011	21 39	WESTERN ENVIRONMENTAL & SAFETY	HAZMAT MONITORING	\$ 1,975.00	077	FACILITIES MODERNIZATION
101306	5/10/2011	21 39	WESTERN ENVIRONMENTAL & SAFETY	ASBESTOS TESTING	\$ 2,425.00	077	FACILITIES MODERNIZATION
101307	5/10/2011	21 39	WASTE MANAGEMENT OF EL CAJON -	ROLL-OFF FOR MODERNIZAITON-CFH	\$ 186.86	077	FACILITIES MODERNIZATION
101327	5/16/2011	21 39	SAN DIEGO DAILY TRANSCRIPT	FORMAL AD FOR BID-PD PAINTING	\$ 285.40	077	FACILITIES MODERNIZATION
101328	5/16/2011	21 39	WASTE MANAGEMENT OF EL CAJON -	ROLL OFFS AT HC & CO FOR - MOD	\$ 997.20	077	FACILITIES MODERNIZATION
101337	5/18/2011	21 39	PADRE DAM MUNICIPAL WATER	PLAN CHECK FEES - IRRIGATION	\$ 2,200.00	077	FACILITIES MODERNIZATION
101338	5/18/2011	21 39	PADRE DAM MUNICIPAL WATER	PLAN CHECK FEES - IRRIGATION	\$ 2,200.00	077	FACILITIES MODERNIZATION
101339	5/18/2011	21 39	COUNTY OF SAN DIEGO	PLAN CHECK FEES - IRRIGATION	\$ 426.00	077	FACILITIES MODERNIZATION
101340	5/18/2011	21 39	COUNTY OF SAN DIEGO	PLAN CHECK FEES - IRRIGATION	\$ 426.00	077	FACILITIES MODERNIZATION
101381	5/24/2011	21 39	GRAYBAR ELECTRIC COMPANY INC	ELECTRICAL PARTS FOR PA	\$ 256.63	077	FACILITIES MODERNIZATION
101386	5/24/2011	21 39	NEXON CORPORATION	HAZMAT REMOVAL - PD	\$ 3,950.00	077	FACILITIES MODERNIZATION
101387	5/24/2011	6	PACKAGING SOLUTIONS	TECH. MOVING MAT'S FOR MODS	\$ 204.73	077	FACILITIES MODERNIZATION
					TOTAL \$ 15,532.82		FACILITIES MODERNIZATION
101276	5/2/2011	3	MAINTEX INC	STORES SUPPLIES	\$ 117.45	078	WAREHOUSE
101277	5/2/2011	3	AMERICAN CHEMICAL & SANITARY	STORES SUPPLIES	\$ 488.56	078	WAREHOUSE
101278	5/2/2011	3	SCHOOL SPECIALTY, INC	STORES SUPPLIES	\$ 44.74	078	WAREHOUSE
101279	5/2/2011	3	OFFICE DEPOT INC	STORES SUPPLIES	\$ 255.82	078	WAREHOUSE
101295	5/6/2011	3	MOORE MEDICAL CORP	STORES SUPPLIES	\$ 570.94	078	WAREHOUSE
101378	5/24/2011	3	DELL MARKETING L.P.	COMPUTER	\$ 746.46	078	WAREHOUSE

101382	5/24/2011	3	WAXIE SANITARY SUPPLY	STORES SUPPLIES	\$	90.98	078	WAREHOUSE
101383	5/24/2011	3	CAL SCHOOL & SPORT	STORES SUPPLIES	\$	254.34	078	WAREHOUSE
101384	5/24/2011	3	SOUTHWEST SCHOOL SUPPLY	STORES SUPPLIES	\$	424.04	078	WAREHOUSE
101385	5/24/2011	3	MISSION JANITORIAL SUPPLIES	STORES SUPPLIES	\$	4,134.40	078	WAREHOUSE
				TOTAL	\$	7,127.73		WAREHOUSE
101371	5/23/2011	3	ABLE PRINTING CO.	OUTSOURCED PRINTING	\$	91.02	092	PUBLICATIONS
				TOTAL	\$	91.02		PUBLICATIONS
						\$ 172,518.83		

Consent Item E.2.4. Approval/Ratification of Revolving Cash Report
Prepared by Karl Christensen
June 21, 2011

BACKGROUND:

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

RECOMMENDATION:

Administration recommends approval of check #22186 through #22189 on the \$15,000 Revolving Cash Account.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact is \$2,293.89 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.
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SANTEE SCHOOL DISTRICT
REVOLVING CASH REPORT- \$15,000

Date	Number	Name	Memo	Amount
05/31/11	22186	CARLTON OAKS SCHOOL	LORENE FOSTER CHILDREN'S FUND	250.00
06/03/11	22187	WAL-MART	LORENE FOSTER CHILDREN'S FUND	100.00
06/06/11	22188	AT&T	RELOCATE MPOE FOR PROSPECT AVENUE	1,873.09
06/07/11	22189	BOLTON & COMPANY INSURANCE	6TH GRADE CAMP INSURANCE- CO	70.80
		Total Checks Written		\$2,293.89
		Total to be Reimbursed		\$2,293.89

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>
Student Achievement Grant – grant funds will dedicated for technology such as the iPod Touch program at the site	\$4,500.00	The NEA Foundation	Carlton Hills School
Funds to Support the Instructional Program and Supplement Classroom Supplies	\$80.00	Brinker International	PRIDE Academy at Prospect Avenue School
Funds to Sponsor District Year-End Employee Recognition/Celebration Event	\$388.00 \$500.00	Hager Photography California Coast Credit Union	District-wide
TOTAL DONATIONS RECEIVED	\$5,468.00		

RECOMMENDATION:

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

This recommendation supports the following District goals:

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

FISCAL IMPACT:

The donations above are valued at \$5,468.00.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.2.5.
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4/2

BACKGROUND:

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

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

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

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

RECOMMENDATION:

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

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact is disclosed on the attached page.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.2.6.
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**Consultants and General Service Providers Report
June 21, 2011**

Vendor Name	Type (Consultant or General Service Provider)	Description of Services	Date(s) of Service	Amount	Funding	Payment Type (Independent Contractor or Employee)
Lisa Kenyon	General Service Provider	Data / Clerical Services for Foundation	06/15/11 - 06/30/12	\$18/hour - Not to Exceed \$500	SSD Foundation	Employee
San Diego United/East County Soccer Alliance	Consultant	Soccer Clinic	07/01/11 - 08/31/11	\$4,380.00	Out of School Time Program	Independent Contractor
Bridges Educational Corporation	Consultant	Training and Consultation Support to Staff relating to Students with Autistic Behaviors	07/01/11 - 06/30/12	\$70/hour -Not to Exceed \$16,000	Special Education	Independent Contractor
Deaf Community Services of San Diego	Consultant	Interpreter Services	07/01/11 - 06/30/12	\$1,000.00	Special Education	Independent Contractor
Laurin Epstein	Consultant	Augmentative Communication Evaluations to Determine Appropriate Devices to Facilitate Communication	07/01/11 - 06/30/12	\$95/hour - Not to Exceed \$3,000	Special Education	Independent Contractor
Jorge Ley	Consultant	Bilingual Psychological Assessments	07/01/11 - 06/30/12	\$70/hour - Not to Exceed \$1,500	Special Education	Employee
Debora Rocha Munoz	Consultant	Special Education Assessments - Diagnostic Speech/Language Testing (primarily in Spanish)	07/01/11 - 06/30/12	\$80/hour - Not to Exceed \$1,000	Special Education	Employee

Consent Item E.2.7. Approval/Ratification of Annual Agreements for 2011-12
Prepared by Karl Christensen
June 21, 2011

BACKGROUND:

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

RECOMMENDATION:

Administration recommends approval/ratification of the attached listed annual agreements for 2011-12.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The estimated annual cost of each annual agreement is attached and the total of all annual agreements listed is \$2,343,031.63.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.2.7.
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Annual and/or Continuous Agreements for 2011-12

The following list consists of annual and/or continuous agreements for the 2011-12 school year.

Updated June 15, 2011

Vendor	Description	Department	Approximate Cost
ACSA	Membership Dues	Business	\$1,331.28
Aire Filter Products	Maintenance & Repairs	M&O	\$8,000.00
All City Pest Control	Pest Control Services	M&O	\$10,000.00
American Messaging	Main Duty Pager	M&O	\$100.00
AT&T / Calnet 2 – Access Line	Phone Service - Access Lines	Technology	\$27,778.92
AT&T / Calnet 2 – C60 Acct.	Phone Service - C60	Technology	\$39,600.00
Calico Software Systems	Spedforms Web IEP/ Evaluations	Special Ed	\$6,832.20
California Electric Supply	Maintenance & Repairs	M&O	\$14,999.00
California School Boards Association	CSBA Membership Dues and Education Legal Alliance Membership Dues	Board	\$9,993.00
California School Boards Association	GAMUT Subscription	Superintendent	\$2,500.00
Canon Business Solutions, Inc.	Maintenance Agreements - All Sites	Business	\$13,620.00
Canon Financial Services	Yr 2 of 5-yr Lease Agreement - Copier Located in Bus Svcs	Business	\$2,944.92
CASBO Professional Developmt	Membership Dues	Business	\$557.00
City Electric Supply	Electrical Supplies/Ballasts/Bulbs	M&O	\$14,999.00
City of Santee	Crossing Guards	Transportation	\$15,000.00
Coalition for Adequate School Housing (CASH)	CASH Membership Dues	Business	\$450.00
Commercial & Industrial Roofing	Roof Repairs throughout District	M&O	\$14,999.00
Computer Protection Tech. Due 6-1-10	Equipment Maint. Agreement	Technology	\$1,610.00
Core Technology	CTC Bridge Software & Support	Technology	\$594.00
County Schools Svc Fund	Ed-Join	Human Resources	\$756.25
Cox Communications	Cox Data Network	Technology	\$79,797.00
DFS Flooring	Carpet & Flooring Repairs/Services	M&O	\$14,999.00
Datel Systems (3-yr agreement) . Due 2011-12	Baracuda Spam Filtering	Technology	\$35,000.00
Datel Systems (3-yr agreement) Renewal Due 2013-14 (June 2014)	Baracuda Systems Back-Up	Technology	\$15,000.00
Datel Systems (3-yr agreement) Renewal Due 2013-14 (June 2014)	Baracuda Eset Anti-Virus System	Technology	\$13,140.00
Dell	Certification Testing & Parts	Technology	\$600.00
Edmin.Com	ETS Formative Assessment	Ed Services	\$6,000.00
El Cajon Print & Copy	Special Printing Needs	Publications	\$1,000.00
Eric Hall & Associates	Consulting Services	Business	\$18,000.00
Fagen Friedman & Fulfroft	Legal Services	Human Resources	\$40,000.00
Ferguson	Maintenance & Repairs	M&O	\$8,500.00
Follett Software Company	Alliance On-Line Subscription - All 9 Sites & District Library	Ed Services	\$2,601.00
Frontline Placement (Aesop)	Aesop Substitute/Absence Svcs	Human Resources	\$7,455.00

G & K Services	Uniform Services for M & O & Transportation	M&O	\$2,000.00
GEM Industrial	Repair Services throughout Distr.	M&O	\$14,999.00
General Binding Corp.	Maint. Agreemt for Laminator - HC	Hill Creek Sch	\$700.00
General Binding Corp.	Maint. Agreemt for Laminator - SC	Sycamore Cyn	\$400.00
Greenbrier Lawn & Tree Experts	Maintenance Of Trees – District	M&O	\$10,000.00
Grossmont Union HS Dist.	Fingerprinting	Human Resources	\$1,000.00
GTC Systems, Inc.	VMWare Academic Basic Support	Technology	\$1,300.00
GTC Systems, Inc.	Professional Svcs – Citrex	Technology	\$7,000.00
Harland (Scantron) Due 2-1-12	Scanner Maintenance Agreement - Read-Head	Ed Services	\$1,200.00
Helix Water District	Water Service-PD	Business	\$15,000.00
Josephson Institute of Ethics	Character Counts Membership for All Sites	Ed Services	\$1,000.00
Konica Minolta Business	Maint. Agreemt for Copiers #1	Publications	\$15,000.00
Konica Minolta Business	Maint. Agreemt for Copiers #2	Publications	\$15,000.00
Konica Minolta Business	Maint. Agreemt for Copiers #3	Publications	\$5,000.00
Konica Minolta Business	Maintenance Agreement for VI Prog.	Special Ed	\$528.00
Konica Minolta Business	Yr 2 of 5-Yr Maint. Agreemt for Copier located in Transportation	Transportation	\$100.00
McAlister Institute	Drug Screening	Special Ed	\$750.00
Mission Valley Landscape	Landscape Services	M&O	\$7,500.00
Neopost	Mailing Machine Rental	Warehouse	\$1,900.00
Neopost	Rate Increase upgrades for Weigh Platform and Dynamic Scale	Warehouse	\$261.00
Nexon Corp	Asbestos Abatement Services	M&O	\$14,999.00
Nextel	Cell Phones for On-Site Staff-HC	Business	\$1,365.00
North County Educational Purchasing Consortium (NCEPC)	Annual Dues	Purchasing	\$200.00
North State Environmental	Hazmat Disposal Services	M&O	\$1,500.00
On-Time Striping	Striping/Line Painting	M&O	\$8,000.00
Pacific Air Filters	Filters for HVAC Units	M&O	\$7,500.00
Padre Dam MWD	Water Service (For Entire District Except Pepper Drive	Business	\$311,400.00
Paper Plus	Publication Supplies	Publications	\$500.00
Pearson	Power School	Technology	\$29,119.50
Rady Children's Hospital	Early Periodic Screening (EPSDT)	Special Ed	\$21,089.50
Rady Children's Hospital	Health Screenings	Special Ed	\$17,560.00
Ramona Paving	Paving Repairs	M&O	\$14,999.00
Regional Communication System	Radio Service Agreement	Transportation	\$14,628.00
Renaissance Learning Software	Accelerated Reader & English in a Flash (All Sites)	Ed Services	\$28,859.70
San Diego City Schools	Fingerprinting Services	Human Resources	\$500.00
San Diego County Office of Education	VPN Billing – Maintenance	Technology	\$1,000.00
San Diego County School Boards Association	Membership Dues	Board	\$336.71
San Diego Gas & Electric	District-wide Gas and Electric Services - except HC	Business	\$817,856.00
San Diego Gas & Electric	Gas and Electric Services - HC	Business	\$30,759.00
Santee SD Security	District-wide Security Service	Business	\$50,000.00
School Dude – Begins 2-28-12	Work Order database	M&O	\$5,971.50
School Dude – Begins 8-1-2011	IT Direct Service	Technology	\$2,985.00
School Innovations & Advocacy	Mandate Claim Preparation	Business	\$11,000.00

School Messenger / Reliance Communications	Parent Link Information 1-1-12 thru 12-31-12	Technology	\$16,762.15
School Services of California, Inc.	Fiscal and Mandated Cost Claim Services	Business	\$3,720.00
Schoolwires – Begins 12-28-11	Power Pack - District-wide Software Licenses	Technology	\$13,750.00
Schwartz, Heidel, Sullivan	Legal Services	Business	\$6,000.00
SDMSD Heartbeat	Defibrillator Maintenance	Human Resources	\$450.00
SoCo Group	Fuel	M&O	\$30,000.00
SoCo Group	Fuel	Technology	\$2,200.00
SoCo Group	Diesel & Unleaded Fuel	Transportation	\$117,800.00
SoCo Group	Propane for Forklift	Warehouse	\$420.00
Southland Envelope	Envelope Printing	Publications	\$2,000.00
Sparkletts	Drinking Water for Project Safe	Business	\$125.00
Sparkletts	Drinking Water for Departments located in District Office and ERC	Business	\$800.00
Spiral Binding Co. Inc.	Coil Binding Supplies	Publications	\$500.00
Sprint	Cell Phone Service for District	Technology	\$15,840.00
Standard Electronics	Electrical Rprs/Bells/Fire Alarms	M&O	\$5,000.00
Standard Tel Networks	Mitel Telephone System Support	Technology	\$2,000.00
Standard Tel Networks	Xpress Care Renewal	Technology	\$1,800.00
State of California Dept. of Industrial Relations	Passenger Elevator Permit Costs - CP, RS, CO & CH	M&O	\$900.00
State of California Dept. of Industrial Relations	Wheelchair Lift Permit Costs - SC, CP, CH	M&O	\$375.00
State of California DOJ	Fingerprinting Services	Human Resources	\$1,500.00
Superintendent of Schools	Business Cards	Publications	\$1,200.00
Sycamore Landfill Inc.	Refuse Disposal	M&O	\$3,000.00
Thomas Industrial Water	Water Conditioning Services	Transportation	\$420.00
ThyssenKrupp Elevator	Bi-Annual Inspection of Wheelchair Lifts at CP, SC, CH (Repairs not incl'd)	M&O	\$570.00
ThyssenKrupp Elevator	Elevator Maintenance Agreements for CH, CP, CO, & RS 2-Story Bldgs, Includes inspections	M&O	\$10,368.00
Unisource	Paper Supplies	Publications	\$30,000.00
US Bank	Yr 2 of 5-yr Lease Agreement - Riso Copier Located at Carlton Oaks	Carlton Oaks	\$2,981.00
US Bank	Yr 2 of 5-yr Lease Agreement - Riso Copier Located at Hill Creek	Hill Creek Sch	\$2,585.00
US Postal Service	Annual Postage for District	Business	\$30,000.00
Vavrinek, Trine, Day & Co LLP	Audit Services	Business	\$21,500.00
Waste Management	District-wide Refuse Removal	Business	\$52,000.00
Western Environmental	Hazmat Removal	M&O	\$14,999.00
Western Environmental	Asbestos Removal	M&O	\$14,999.00
Williams Scotsman, Inc.	Portables at Pride Academy	Project Safe	\$13,500.00
Witt Co. for CIT Technology	Maint. Agreements/Overages - CH	Business	\$1,445.00

\$2,343,031.63

Consent Item E.2.8.
Prepared by Karl Christensen
June 21, 2011

Acceptance and Filing of the Costs of Issuance
Statement for the 2011 Series E, General
Obligation Bond of the Santee School District

BACKGROUND:

On April 5, 2011, the Board of Education ("Board") of the Santee School District ("District") adopted Resolution #1011-19, Resolution of the Board of Education of the Santee School District Authorizing the Issuance of the Santee School District General Obligation Bonds, Election of 2006, Series E, in an Aggregate Principal Amount not to Exceed Five Million Dollars (\$5,000,000). Within the provisions of the resolution, and pursuant to the requirements of State law, the Board directed that, following the sale and delivery of the Bond proceeds (which occurred on May 12, 2011), that the Board would be presented with a statement of the final costs of issuing the Bonds. The final bond sold for a principal amount of \$3,534,306.75. A statement of the final costs of issuing the Bonds was prepared in cooperation with the District's finance team. The statement of the final costs of issuing the Bonds is attached for the Board to review, accept, and file.

RECOMMENDATION:

It is recommended that the Board of Education review, accept, and file the Costs of Issuance Statement for the Santee School District General Obligation Bonds, Election of 2006, Series E.

This recommendation supports the following District goals:

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

FISCAL IMPACT:

Santee School District General Obligation Bonds, Election of 2006, Series E were issued May 12, 2011 in the principal amount of \$3,534,306.75 with total costs of issuance of \$391,662.80. The fiscal impact for the General Obligation Bonds, Election of 2006, Series E supports the Capital Improvement Program.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.2.8.
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COST INFORMATION

Santee School District General Obligation Bonds, Election of 2006, Series E

PRINCIPAL AMOUNT OF BONDS: \$3,534,306.75

<u>Service Associated with Issuing the Bonds</u>	<u>Estimated Cost of Issuance</u>
Bond Counsel and Disclosure Counsel (<i>Best Best & Krieger</i>)	\$46,000.00
Financial Advisor (<i>Eric Hall & Associates</i>)	22,500.00
Rating Agency (<i>Standard & Poor's</i>)	9,000.00
Cost of Issuance Custodian (<i>Wells Fargo</i>)	500.00
Paying Agent (<i>San Diego County</i>)	1,500.00
Printing of Official Statement (<i>CLS Printing</i>)	4,000.00
Contingency and Rounding	<u>2,049.31</u>
Total Costs of Issuance	\$85,549.31
<u>Other Costs Associated with Issuing the Bonds</u>	<u>Other Costs</u>
Underwriter's Discount (<i>Stone & Youngberg</i>)	\$48,480.29
Bond Insurance Premium (<i>Assured Guaranty</i>)	<u>257,633.20</u>
Total Other Costs	\$306,113.49
plus Total Costs of Issuance	<u>\$ 85,549.31</u>
Total Costs	<u>\$391,662.80</u>

Consent Item E.2.9.

Approval of Agreements for Student Transportation
Services

Prepared by Karl Christensen
June 21, 2011

BACKGROUND:

Santee School District and the City of Santee have worked together to provide cooperative services such as crossing guards at busy intersections to ensure the safety of children in the Santee community. Additionally, the District has entered into cooperative agreements with various school districts in the past to provide transportation services for field trips and special education students.

The Santee Teen Center is a valuable place to engage teenage children in a positive environment. The District and the City are mutually interested in and concerned with the provision of adequate transportation services from schools to the Santee Teen Center. At its November 21, 2006 meeting, the Board of Education approved a Transportation Services Agreement and began providing transportation services in February 2007. Administration has received a renewal request for the transportation services agreement from the City of Santee for the 2011-12 year.

The Boys and Girls Club is a community organization that was founded in 1960. There is a viable program in East County serving Lakeside, El Cajon, and Santee. Since September 2007, the District has provided transportation services to the Boys and Girls Club Santee facility. In return for the transportation after school to the Boys and Girls Club facility, students were charged a minor fee and the District received fees for this service. Administration has received a renewal request for the transportation services agreement from the Boys and Girls Club for the 2011-12 year.

Administration requests approval of revisions to both agreements. Due to the increase in fuel costs over the past year, the Santee Teen Center will pay the District \$9.50 per student, per week (an increase of \$0.50 from the previous amount of \$9.00, and the Boys & Girls Club will pay the District \$10.50 per student, per week (an increase of \$0.50 from the previous amount of \$10.00, for afterschool transportation to the Boys and Girls Club. They will also pay a mutually agreed upon rate, not to exceed the published field trip price of \$27.13 per hour and \$3.00 per mile, for field trips.

Administration has already discussed this fee increase with the Santee Teen Center and the Boys and Girls Club and if the Board approves the increase, they are expecting this increase to occur.

RECOMMENDATION:

It is recommended that the Board of Education approve the revised transportation agreements to increase fees for District-provided transportation services to the Santee Teen Center and the Boys and Girls Club facility. All other terms of the agreements remain in place.

This recommendation supports the following District goal:

- Pursue actively the funding and resources to fulfill our mission and maintain fiscal solvency.
- Develop social, emotional and health service programs to foster student character and personal well-being.

FISCAL SERVICES:

The revenue generated by the District will be determined by the number of students participating and the number of field trips scheduled, and will be used to cover the cost to the District for this service. It is estimated that the following revenue will be generated:

Boys & Girls Club	\$67,000
Santee Teen Center	\$ 5,800

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.2.9.
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**TRANSPORTATION SERVICES BETWEEN THE
SANTEE SCHOOL DISTRICT AND THE CITY OF SANTEE**

AGREEMENT

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

WITNESSETH

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

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

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

NOW THEREFORE, it is hereby mutually agreed as follows:

A. INSURANCE AND INDEMNITY:

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

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

2. Evidence of Insurance. The District shall file with the City evidence of insurance certifying coverage as required above. Such evidence shall include original copies of acceptable additional insured endorsements, and a Certificate of Insurance (most recent version of Acord Form 25 or equivalent). All evidence of insurance shall be

signed by a properly authorized officer, agent or qualified representative of the self-insured and/or insurer and shall certify the District as a named insured, and the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

3. Policy Provisions.

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

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

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

B. DISPUTE RESOLUTION:

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

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

1. The District shall provide transportation to the City of Santee as provided on Attachments A and B, in accordance with applicable State Laws and Regulation.

- a. City shall provide District with reasonable prior notice of any change in the City's needs for transportation services under this Agreement, including any change in scheduling or pick-up locations. Notice shall be provided to:

Debbie Griffin, Director
Transportation Department.
Santee School District
9625 Cuyamaca Street
Santee, CA 92071

District shall make reasonable efforts to accommodate changes in the City's needs once it receives notice pursuant to this Subsection. Cancellation of transportation services may be effected according to Subsection D of this Agreement.

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

Accounts Payable
City of Santee
10601 Magnolia Avenue
Santee, CA 92071

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

Teen Center:

\$9.50 per student per week. The City shall provide the District with a weekly roster of students eligible to utilize the transportation program. The deadline for the City to submit weekly roster to the District will be agreed upon by both parties. The District shall provide the City with an invoice based on the roster submitted by the City.

Recreation Programs:

City shall pay the District on a per trip basis for field trips. Each trip will be at a mutually agreed upon cost not to exceed the published field trip price per Attachment D. The City shall submit payment to the District within 15 business days after receipt of the invoice.

4. District shall provide the same level of service and shall abide by all rules and regulations applicable to the District's normal operation of District school

buses in the operation of the transportation services provided to the City under the terms of this Agreement.

D. GENERAL PROVISIONS:

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

The employees and other agents of the District are not the employees of the City. The term of this agreement shall be from July 1, 2011 through June 30, 2012; however, either party may terminate the same at any time upon thirty (30) days notice in writing.

City of Santee

Santee School District

Keith Till
City Manager

Date

Karl Christensen
Assistant Superintendent
Business Services

Date

Approved As To Form

Approved by the Board of Education

City Attorney

On the _____ day of _____ 2011.
Santee School District
9625 Cuyamaca Street
Santee, CA 92071-2674

**TRANSPORTATION SERVICES BETWEEN THE
SANTEE SCHOOL DISTRICT AND THE BOYS & GIRLS
CLUB OF EAST COUNTY**

AGREEMENT

THIS AGREEMENT entered into between the Santee School District of Santee, California, hereinafter called "District" and the Boys & Girls Club of East County of San Diego, California, hereinafter called "Boys & Girls Club."

WITNESSETH

WHEREAS, the District and Boys & Girls Club are mutually interested in and concerned with the provision of adequate transportation services, and

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

NOW THEREFORE, it is hereby mutually agreed as follows:

A. INSURANCE AND INDEMNITY:

The District shall provide proof of Comprehensive General Liability and Commercial Automobile Liability at a limit of \$1,000,000 per occurrence. The District will name Boys & Girls Club as an additional insured, for the term of the agreement.

B. DISPUTE RESOLUTION:

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

C. TERMS AND CONDITIONS REGARDING TRANSPORTATION SERVICES FOR BOYS & GIRLS CLUB:

1. The District shall provide transportation each school day to the Boys & Girls Club, in accordance with applicable State Laws and Regulation,

- a. Boys & Girls Club has the responsibility to notify the District Transportation Department of all changes and/or cancellation of transportation services.

Debbie Griffin, Director
Transportation Department
Santee School District
9625 Cuyamaca Street
Santee, CA 92071

- b. The District shall provide transportation to the Boys & Girls Club, located at, Santee, from the following school sites. Scheduled pick-up times will be set in August 2010. The Boys & Girls Club will be notified of any time changes twenty-four (24) hours prior to the change.

Cajon Park	Carlton Hills	Carlton Oaks
Chet F Harritt	Hill Creek	Pepper Drive
Prospect Avenue	Rio Seco	Sycamore Canyon

- c. The District shall provide transportation to field trip locations within County boundaries and locations mutually agreed to by the District and Boys & Girls Club.
- 2. The District shall submit to the Boys & Girls Club, a bill for the transportation service on a monthly basis.

Accounts Payable
Boys & Girls Club
Of East County

- 3. Boys & Girls Club shall pay the District on a monthly basis in the amount of \$10.50 per student per week. The Boys & Girls club shall provide the District with a monthly roster of students eligible to utilize the transportation program by the 15th of each month for the next month.
The District shall provide the Boys & Girls Club with an invoice based on the roster submitted by the Boys & Girls Club.
Boys & Girls Club shall pay the District on a per trip basis for field trips. Each trip will be at a mutually agreed upon cost not to exceed the published field trip price.
The Boys & Girls Club shall submit payment to the District within 15 business days after receipt of the invoice.

4. Boys & Girls Club shall be responsible for the following:
 - a. Providing to the District a monthly roster of students participating in the program.
 - b. Bus pass for the students participating in this program.
 - c. Students participating in this program are subject to the Bus Rules and Regulations (see attached B) while riding the bus.

D. GENERAL PROVISIONS:

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

The employees of the District are not the employees of the Boys & Girls Club. The term of this agreement shall be from July 1, 2010 through June 30, 2013; however, either party may terminate the same at any time upon thirty (30) days notice in writing.

Boys & Girls Club of East County

by _____
Chief Executive Officer

Approved by _____
On the _____ day of _____ 2010.

Santee School District

by _____
Assistant Superintendent
Business Services

Approved by the Board of Education
On the _____ day of _____ 2010.

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

BACKGROUND:

The 10 classroom addition project at Hill Creek School is planned for construction to begin this summer. As part of the Phase II construction that begins this summer, construction materials testing services are required. This work also includes the relocation and provision of new child care relocatables necessary to move forward with the 10 classroom addition. The Division of State Architect (DSA) reviews and approves all school construction projects. Ninyo & Moore is the current test lab for the modernization project and using the same lab on the 10 classroom addition project will have a cost savings through efficiencies of the same technician staff used in the area.

RECOMMENDATION:

It is recommended that the Board of Education approve Ninyo & Moore as the materials testing lab to provide construction materials testing at the Hill Creek 10 classroom addition project.

This recommendation supports the following District goals:

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

FISCAL IMPACT:

The fiscal impact is estimated at \$83,746. Final costs are based on actual labor and materials per master contract.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.3.1.
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January 26, 2011
(Revised June 3, 2011)
Project No. 106110003

Ms. Christina Becker
Santee School District
9625 Cuyamaca Street
Santee, California 92071

Subject: Fee Estimate for Special Inspection and Materials Testing
Hill Creek School Addition
~~9665 Jeremy Street~~
Santee, California

Dear Ms. Becker:

In response to your request, we have prepared a fee estimate to perform special inspection and materials testing services during the construction of the proposed ten-classroom building in the southeast corner of the campus for the existing school site. We understand that the project will include the construction of a steel-framed, two-story structure supported on shallow foundations. The structure will have approximately 18,632 square feet of floor space. Additional improvements will include construction of associated concrete flatwork, ramps, and stairways along with the installation of underground utilities and paving for a fire lane and parking lot. The project will also include the fabrication and installation of three relocatable buildings. This proposal is based on our review of the project plans. Our services will involve special inspection and materials testing as outlined in the project documents for the proposed construction. Our inspection services are anticipated to include inspections during batch plant inspection of concrete, installation of epoxy anchors, pull testing, structural steel assembly and fabrication of structural steel and glue laminated beams. Based on our previous work with Santee School District projects, we assume that concrete flatwork does not require sampling and testing. This proposal was prepared without the benefit of the project specifications or a construction schedule.

PROPOSED SCOPE OF SERVICES

We propose to provide special inspection and materials testing services during the construction of the proposed classroom building. We anticipate our scope of services for this project to include the following:

5710 Ruffin Road * San Diego, California 92123 * Phone (858) 576-1000 * Fax (858) 576-9600

San Diego * Irvine * Los Angeles * Rancho Cucamonga * Oakland * San Francisco * Sacramento
Las Vegas * Phoenix * Tucson * Prescott Valley * Denver * El Paso * Houston



- Review of structural concrete mix designs.
- Perform special inspection of fit-up and welding of structural steel at fabrication shop.
- Perform special inspection during structural steel assembly in the field.
- Perform non-destructive testing of partial and complete full-penetration welds.
- Perform batch plant inspection duties during concrete batching by our ACI-credentialed field technician.
- Our ACI technician will sample the fresh material and measure its temperature and slump, as well as cast one set of four concrete cylinders for every 50 cubic yards placed, or fraction thereof, during a day's placement.
- Laboratory testing for compressive strength of concrete, reinforcing steel conformance, and high-strength bolt assembly conformance.
- In-plant inspection during fabrication of relocatable buildings.
- Perform special inspection of epoxy dowels and expansion anchors, if requested.
- Pull testing of wedge anchors, epoxy anchors, and/or shot pins.
- Preparation of daily field reports and batch plant inspection data sheets.
- Review for and preparation of Final Verified Reports for submittal to the DSA.

FEE ESTIMATE

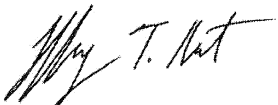
The estimated fee for special inspection and materials testing services described herein will be approximately \$83,700 (Eighty-Three Thousand Seven Hundred Dollars); a breakdown of this fee is presented in Table 1. This estimated cost is based on our assumptions of the anticipated services. Estimated hours may be re-evaluated after formulation of a project schedule. It should be noted that the performance of the subcontractors can substantially effect the duration of our services. Requested engineering, special inspection, and field and laboratory testing not within the specified scope of services or in excess of those presented in Table 1 will be provided, based on time-and-materials, in accordance with the project fee schedule. Our fee does not include time to review drawings, preparation of construction specifications, meetings and other activities requested that are not presented in our estimated fee breakdown.


time-and-materials, in accordance with the project fee schedule. Our fee does not include time to review drawings, preparation of construction specifications, meetings and other activities requested that are not presented in our estimated fee breakdown.

As presented in our Proposal No. P-7650B dated May 7, 2007; we proposed to perform geotechnical observation and testing services during the earthwork operations related to the project. The estimated fee for geotechnical observation and testing services will be approximately \$17,000 (Seventeen Thousand Dollars). Based on our understanding that the proposal was accepted at that time and that those funds were encumbered in 2007, the personnel rates associated with the 2007 proposal will remain applicable. However, to facilitate the usage of differing personnel rates, two separate purchase orders (P.O.) should be prepared. One P.O. should be prepared for the geotechnical observation and testing services and another P.O. for the special inspection and materials testing services.

We appreciate the opportunity to provide this fee estimate and look forward to continuing our relationship with the Santee School District.

Respectfully submitted,
NINYO & MOORE


Jeffrey T. Kent, PE, GE
Senior Project Engineer


Kenneth H. Mansir, Jr., PE, GE
Director of Construction Services

JTK/KHM/gg

Attachment: Table 1 – Fee Breakdown for Special Inspection and Material Testing Services

Distribution: (1) Addressee

TABLE 1 – FEE BREAKDOWN FOR SPECIAL INSPECTION AND MATERIAL TESTING SERVICES

SPECIAL INSPECTION SERVICES				
Principal Engineer/Geologist	4 hours	@	\$ 125.00 /hour	\$ 500.00
Senior Project Engineer/Geologist	16 hours	@	\$ 115.00 /hour	\$ 1,840.00
ACI Concrete Technician	48 hours	@	\$ 77.00 /hour	\$ 3,696.00
Concrete/Asphalt Batch Plant Inspector	48 hours	@	\$ 77.00 /hour	\$ 3,696.00
Structural Steel/Welding, Shop, Special Inspector	240 hours	@	\$ 77.00 /hour	\$ 18,480.00
Structural Steel/Welding, Special Inspector	360 hours	@	\$ 77.00 /hour	\$ 27,720.00
Nondestructive Testing Technician	80 hours	@	\$ 94.00 /hour	\$ 7,520.00
Pull Test Technician and Equipment	40 hours	@	\$ 94.00 /hour	\$ 3,760.00
Epoxy Dowel/Expansion Anchor, Special Inspector	16 hours	@	\$ 77.00 /hour	\$ 1,232.00
Field/Laboratory Technician	16 hours	@	\$ 77.00 /hour	\$ 1,232.00
Relocatable Building Fabrication Inspection (Three Buildings)			Lump Sum	\$ 3,450.00
Subtotal				\$ 73,126.00
MATERIALS LABORATORY TESTING				
Concrete Compression Tests, 6x12 Cylinder, C 39	60 tests	@	\$ 22.00 /test	\$ 1,320.00
High Strength Bolt, Nut & Washer Conformance, set, A-32	12 tests	@	\$ 120.00 /test	\$ 1,440.00
Reinforcing Steel Tensile or Bend up to No. 11, A 615 & A 706	30 tests	@	\$ 50.00 /test	\$ 1,500.00
Subtotal				\$ 4,260.00
PROJECT MANAGEMENT, SUBMITTAL REVIEW, AND REPORT PREPARATION				
Principal Engineer/Geologist	8 hours	@	\$ 125.00 /hour	\$ 1,000.00
Senior Project Engineer/Geologist	24 hours	@	\$ 115.00 /hour	\$ 2,760.00
Senior Staff Engineer/Geologist	8 hours	@	\$ 100.00 /hour	\$ 800.00
DSA Final Verified Report	6 reports	@	\$ 300.00 /report	\$ 1,800.00
Subtotal				\$ 6,360.00
TOTAL ESTIMATED FEE				\$ 83,746.00

Consent Item E.3.2.
Prepared by Karl Christensen
June 21, 2011

Authorization to Purchase Relocatable
Buildings Utilizing the Silver Creek Modular
Building Piggyback Bid and Install as Part of
the 10 Classroom Addition Project

BACKGROUND:

At its February 15, 2011 meeting, the Board of Education approved utilizing the Los Alamitos Unified School District bid #2010-0001 for piggyback purchases from Silver Creek Modular Building Manufacturer. As part of the Out of School Time facility needs for Hill Creek School, a modular solution with interior restrooms can be done through the Silver Creek Modular Building Manufacturer's piggyback bid award by Los Alamitos Unified School District bid #2010-0001. As part of the 10 classroom addition project, two of the Out of School Time classrooms will be removed and two will be relocated onsite. It is recommended that replacement of the two relocatable buildings to be removed be done via a piggyback purchase. All units will be installed with utilities and site improvements necessary as a part of the Hill Creek 10 classroom addition project.

RECOMMENDATION:

It is recommended that the Board of Education approve utilizing the Silver Creek Modular Building Manufacturer's piggyback bid for the purchase of relocatable buildings for Hill Creek School.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

Final pricing has been determined for the cost of purchase of two classrooms with restrooms for Hill Creek School with various 7-year lease-to-own/purchase financing. The building purchase will be funded by the Out Of School Time program, and the site construction costs are included in the 7-year annual lease purchase cost per year funded by the Capital Improvement Program. The purchase price of the buildings is \$128,366, resulting in lease payments of \$21,443.31 for 7 years. The total purchase price with interest is \$150,103.17.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda E.3.2.
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Consent Item E.3.3
Prepared by Karl Christensen
June 21, 2011

Approval to Purchase Remaining Library Stack
Shelving Systems (Hill Creek, PRIDE Academy,
Chet F. Harritt)

BACKGROUND:

At the January 20, 2009 Board meeting, the Board authorized staff to move forward with only the necessary purchase of library book shelf systems for the school modernization projects under construction in Phase I. Per the Phase II school construction schedule, shelving will be needed for installation at Hill Creek, PRIDE Academy at Prospect Avenue, and Chet F. Harritt schools by Fall 2011.

A piggyback bid on the Newhall School District award to procure Smith System shelving through Culver-Newlin, Inc. was used for the past purchases. Sycamore Canyon School freestanding book shelving was purchased for their future addition. It is recommended that Hill Creek School's full new Library Resource Center shelving will be ordered and purchased along with PRIDE Academy and Chet F. Harritt schools' freestanding book shelving for their future Library Resource Centers. Manufacturing and delivery takes 8-12 weeks and an order is needed soon.

RECOMMENDATION:

It is recommended that the Board of Education authorize administration to procure the needed library shelving systems for the Hill Creek, PRIDE Academy, and Chet F. Harritt projects.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact will be funded from the Capital Improvement Program and is estimated as follows:

\$30,000 for Hill Creek
\$20,000 for PRIDE Academy, and
\$20,000 for Chet F. Harritt.

STUDENT ACHIEVEMENT IMPACT:

This is a fiscal item related to facilities. All fiscal resources impact student achievement.

Motion:		Second:		Vote:		Consent Item E.3.3
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Consent Item E.3.4. Approval of Exterior Painting Award at Pepper Drive School
Prepared by Karl Christensen
June 21, 2011

BACKGROUND:

On March 15, 2011 the Board of Education approved various projects and authorized staff to move forward with the Pepper Drive School exterior painting project. The project consists of painting the building exterior stucco, soffits, doors and trim the new modernization school colors.

Bids were received and each bid was carefully analyzed, the lowest responsive bid was reviewed and references checked. Upon Board approval, work will begin and be completed by July 30, 2011.

BID RESULTS

COMPANY	PRICE:
Escazu Painting	\$95,200
Color New Co.	\$74,000
Fix Painting	\$73,000
Everlast Builders	\$71,000
Prime Painting	\$69,000
C.T. Georgiou Painting	\$68,000
Tony Painting	\$58,450
Leo's A-C Inc.	\$54,000
Astro Painting	\$46,500
Pacific Painting Co.	\$42,000
Alpha Décor	\$38,000

RECOMMENDATION:

It is recommended that the Board of Education approve the award of the Exterior Painting at Pepper Drive School bid to the lowest responsive bidder, Alpha Décor, in the amount of \$38,000.

This recommendation supports the following District goals:

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

FISCAL IMPACT:

The total fiscal impact of the Exterior Painting at Pepper Drive School bid to the lowest responsive bidder, Alpha Décor, is \$38,000. The project will be funded by the Capital Improvement Program.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Consent Item E.3.4
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Consent Item E.3.5. Approval of New Classroom Furniture at Pepper Drive School
Prepared by Karl Christensen
June 21, 2011

BACKGROUND:

Pepper Drive School projects are in Phase 3 of the Capital Improvement Program, however, Pepper Drive’s major construction is on hold until all Capital Improvement Program funding is in place.

The following projects for summer 2011 have been in progress to support the future CIP plans and should be able to be accomplished for Fall 2011 opening:

1. Exterior painting of all school buildings and relocatable classrooms changing the color scheme to the blue scheme, awarded for Summer 2011.
2. Adding two additional drinking fountains – completed Summer 2009.
3. Wood fencing along Churchill – Completed Summer 2010
4. Removing the rented office trailer – Completed Summer 2010
5. Adding new building signage on building soffits – Scheduled for Summer 2011 by Maintenance & Operations Department
6. New carpet in classrooms where needed – for Board consideration at the July 19, 2011 meeting. Installation to be scheduled during Summer 2011.

Administration recommends also purchasing new classroom furniture as determined by the Principal not to exceed \$20,000.

RECOMMENDATION:

It is recommended that the Board of Education approve funding for the purchase of classroom furniture, where needed, at Pepper Drive School.

This recommendation supports the following District goals:

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

FISCAL IMPACT:

Cost of the new classroom furniture is not to exceed \$20,000 from the Capital Improvement Program budget with future state match share funding for needed furniture at Pepper Drive School.

STUDENT ACHIEVEMENT IMPACT:

This is a fiscal item related to facilities. All fiscal resources impact student achievement.

Motion:		Second:		Vote:		Consent Item E.3.5
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73

Consent Item E.3.6.
Prepared by Karl Christensen
June 21, 2011

Approval/Ratification of Materials Testing Extra
Services on the Shade Structure Project at
Carlton Oaks School

BACKGROUND:

On March 1, 2011, the Board approved materials test lab services with Ninyo & Moore for materials testing relating to the lunch court shade structure project at Carlton Oaks School. The extra services are for additional construction materials testing and welding inspection due to the late shipment of steel which resulted in after school hours overtime welding.

RECOMMENDATION:

It is recommended that the Board of Education approve additional materials testing services of \$4,650 over the original purchase order of \$5,000 resulting in a total of \$9,650.

This recommendation supports the following District goals:

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

FISCAL IMPACT:

The fiscal impact for the additional materials testing cost is \$4,650, which will be funded through the Capital Improvement Program budget.

STUDENT ACHIEVEMENT IMPACT:

This is a fiscal item related to facilities. All fiscal resources impact student achievement.

Motion:		Second:		Vote:		Agenda Item E.3.6.
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June 8, 2011
Project No. 106114006

Ms. Christina Becker
Santee School District
9625 Cuyamaca Street
Santee, California 92071

Subject: Change Order Request to P.O. #101072
Geotechnical Observation, Materials Testing, and Inspection Services
Carlton Oaks School Shade Structure Project
Santee, California

Dear Ms. Becker:

Construction activities have been on going, and we have continued to provide geotechnical observation, materials testing, and inspection services in accordance with the project plans, specifications, and jurisdictional requirements. The fee for geotechnical observation, materials testing, and inspection services provided during the construction of the subject project has exceeded the original Purchase Order (P.O.) amount. In preparation of this change order request, we have reviewed our accounting records, the project plans, and the project specifications.

Due to varying circumstances that occurred during the progress of the construction, the fee for geotechnical observation, materials testing, and inspection services has exceeded the original estimate presented in the referenced letter. Contributing factors to the exceedance of the original P.O. amount include the overtime charges for our structural steel welding inspection services and non-destructive testing of structural steel members. Remaining services for the project include the preparation of Final Verified Reports for submittal to the Division of the State Architect (DSA). An estimated breakdown of these fees is presented in Table 1.

CONTRACT SUMMARY

As of our May 2011 billing period, the accumulated fee for the subject project will be approximately \$9,650. Based upon our services to date, we anticipate our fees for closeout of the project

to be approximately \$4,650 more than the existing budget. Therefore, this change order request is for \$4,650 (Four Thousand Six Hundred Fifty Dollars), as shown in the attached Table 1 - Estimated Additional Fee. The contract history for this project is as follows:

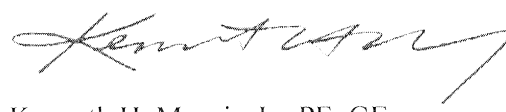
Original P.O. #101072	\$	5,000
Previous Change Orders	\$	0
Existing Budget	\$	5,000
Amount of Change Order No. 1	\$	4,650
New Requested Contract Amount	\$	9,650

The estimate provided for this change order request is based upon a review of the original contract and our services provided to date. We appreciate this opportunity to be of service and our continued working relationship with the Santee School District.

Respectfully submitted,
NINYO & MOORE



Jeffrey T. Kent, PE, GE
Senior Project Engineer



Kenneth H. Mansir, Jr., PE, GE
Principal Engineer

JTK/KHM/atf

Attachment: Table 1 – Estimated Additional Fee

Distribution: (1) Addressee

TABLE 1 – ESTIMATED ADDITIONAL FEE

MATERIALS TESTING AND SPECIAL INSPECTION SERVICES				
Structural Steel/Welding, Special Inspector - OT	24 hours	@	\$ 115.50 /hour	\$ 2,772.00
Nondestructive Testing Technician	12 hours	@	\$ 94.00 /hour	\$ 1,128.00
Subtotal				\$ 3,900.00
REMAINING WORK				
Final Verified Reports	3 reports	@	\$ 250.00 /report	\$ 750.00
Subtotal				\$ 750.00
TOTAL ESTIMATED FEE				\$ 4,650.00

Consent Item E.4.1.

Approval of Outdoor Education Program Agreements with the San Diego County Office of Education

Prepared by Kristin Baranski
June 21, 2011

BACKGROUND:

The San Diego County Office of Education has submitted agreements for its Outdoor Education Program to the District for approval. Fees for the Outdoor School Program are \$270 for the 5-day program (or \$227 for 4 days when scheduled during a week including a holiday) for each child in full attendance, which is the same as the 2010-11 fee.

Program charges during the 2010-11 school year for the 5-day program per student was \$285 which included \$270 paid to the San Diego County Office of Education and \$15 for transportation costs and student insurance. Given the escalation in fuel costs during the past several months, it is recommended that the Board of Education consider increasing the fee for transportation and insurance by \$2 per student. The tentative schedule and fees for the Outdoor Education Program are below.

In addition, fees for the Marine Science Program half-day Floating Lab are \$660 per trip, the same fee schedule as the 2010-11 fee per trip.

School Site	Departure Date	# of School Days	Cost - Camp, Transportation, Insurance
Carlton Hills Sycamore Canyon	11/14/11	5 days	\$287
Rio Seco	12/05/11	5 days	\$287
PRIDE Academy at Prospect Avenue	01/17/12	4 days (holiday week)	\$244
Pepper Drive	01/23/12	5 days	\$287
Cajon Park Carlton Oaks	02/06/12	5 days	\$287
Chet F. Harritt	03/19/12	5 days	\$287
Hill Creek	06/04/12	5 days	\$287

RECOMMENDATION:

It is recommended that the Board of Education approve the 2011-12 Outdoor Education Agreements with the San Diego County Office of Education.

This recommendation supports the following District goals:

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

FISCAL IMPACT:

The cost per student for the Outdoor School Program is \$287 (5-day program) or \$244 (4-day program), which includes camp fees paid to the San Diego County Office of Education, transportation fees, and \$0.60 per student for student insurance. Student contributions, scholarships, and fundraisers all contribute to funding needed for students to attend camp.

The cost of the Marine Science Floating Lab is \$660 per trip paid through student contributions, site categorical funding, and PTA donations. Students needing financial assistance are assured participation through PTA donations and scholarships.

STUDENT ACHIEVEMENT IMPACT:

The Outdoor Education Program provides students with an enriched, alternative learning experience. The Program mission is to provide students with experiential learning programs that enhance awareness and scientific understanding of the natural world and their connection to it while building self-reliance, teamwork, and a sense of social responsibility.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.4.1.

**AGREEMENT FOR PARTICIPATION AND SERVICES 2011-2012
OUTDOOR EDUCATION PROGRAM**

THIS AGREEMENT is entered into this 1st day of July, 2011, by and between the Superintendent of Schools, Office of Education, San Diego County, hereinafter called the OFFICE and Santee, hereinafter called the SCHOOL/DISTRICT.

WHEREAS, the OFFICE operates for the schools of San Diego County an outdoor education program at designated sites and authorized by the Education Code Section 35335 and following and 8760 and following; and

WHEREAS, the SCHOOL/DISTRICT desires to participate in said program; NOW, THEREFORE, the parties agree as follows:

I Use and Occupancy of Outdoor Education Premises and Facilities

A. The OFFICE agrees to provide:

- (1) Administration and operation of the outdoor education program.
- (2) Outdoor science education and conservation instructional and supervision services for an educational program.
- (3) Sites, buildings, utilities, and maintenance.
- (4) Food and its preparation.
- (5) All staff other than school district employees accompanying students.
- (6) Preparation and distribution of outdoor school schedules designating the site to be attended and the specific dates of attendance.
- (7) Promotion of the outdoor school program.
- (8) Transportation for students while in camp.
- (9) Availability of health and accident insurance of pupils and to notify the SCHOOL/DISTRICT of the pertinent information.

B. The SCHOOL/DISTRICT agrees to:

- (1) Pay to the OFFICE a "district estimated fee" based on the number of SCHOOL/DISTRICT students actual attendance at any time during each encampment.
- (2) In the event that the actual total number of SCHOOL/DISTRICT students attending during the agreement period is less than the minimum guaranteed number of students noted in section III.B., then the SCHOOL/DISTRICT shall pay OFFICE a "district estimated fee" to cover the difference between the guaranteed number and the number in actual attendance. Payments shall be made as noted in section B.(5).
- (3) Pay to the OFFICE, a "pupil fee" for each student in actual attendance at the encampment based on a daily rate calculated by dividing the total scheduled program "pupil fee" by the number of days in the scheduled program.
- (4) For purposes of this agreement:
 - (a) "Pupil fee" means that per pupil amount established by the OFFICE for a school year as the cost of a pupil's food, lodging, and support services, also referred to as "Operational Fee".
 - (b) "District estimated fee" means the minimum fee estimated by the OFFICE for each school year as the cost of the instructional program, also referred to as "Instructional Fee", and is subject to final adjustment at the close of the school year as provided in section I.B.(6) of this agreement.
 - (c) Attendance for any portion of a day shall be counted a full day in camp.
 - (d) **No refund of fees shall be made for students sent home for disciplinary reasons.**

- (5) Payments to OFFICE for all fees under this agreement shall be made as follows:
- (a) For San Diego County School Districts and Schools, payment shall be made by way of an auditor's cash transfer initiated by the OFFICE after each student encampment and at year-end if section B.(2) is applicable. OFFICE will provide DISTRICT/SCHOOL appropriate detailed backup for all charges.
 - (b) For private schools and out-of-county schools/districts, OFFICE will invoice the participating schools or districts and payment shall be made to OFFICE within 30 days of invoice.
- (6) If the cost of the instructional program for the school year exceeds payments made by the participating SCHOOL/DISTRICTs as called for under Section I.B.(1) hereof, the excess cost shall be apportioned among the participating districts based on the actual per pupil attendance from each such district.
- (7) Provide transportation for pupils to and from outdoor school.
- (8) Secure necessary funding so no child will be denied the outdoor school experience because of inability to pay.
- (9) Provide approximately one classroom teacher for every 30 pupils to actively participate in the 24-hour per day program under the direction of the site administrator.
- (10) Comply with the outdoor school schedule.
- (11) Require each pupil attending an encampment to have the health and accident insurance referred to in I.A.(9) hereof.
- (12) SCHOOL/DISTRICT agrees, except in a case of active negligence of OFFICE, to indemnify, defend and hold OFFICE and State of California, its officers, agents and employees, harmless from any liability or claim of whatsoever nature arising out of, or resulting from, SCHOOL/DISTRICT's use and occupancy of the premises and facilities and participation in the activities of the Outdoor Education Program under this agreement. Additionally, SCHOOL/DISTRICT shall maintain general liability and property damage insurance in at least the minimum amount of \$1,000,000 to cover all activities under this agreement and provide OFFICE a certificate of insurance naming the OFFICE and State of California as additionally insured under the policy. Coverage under said policies shall not be reduced or canceled without thirty (30) days prior written notice to OFFICE and all required coverage shall be reinstated or replaced prior to expiration/cancellation date and new certificates naming the OFFICE and State of California as additionally insured under the policy shall be issued to OFFICE for the replacement policy or policies.
- (13) Provide all required information on the Application to Participate form for each school which will participate in the OFFICE Outdoor School program. Form shall be completed and submitted OFFICE by the deadline noted on the application form.
- (14) Provide to OFFICE, on timelines indicated, complete and accurate information for each student, teacher and school on all Outdoor School registration and health forms provided by the OFFICE. Forms are available via SDCOE website. Such information includes, but is not limited to; a complete and accurate list of the students and teachers from each school who will attend the Outdoor School Program. The required student information includes, but is not limited to; the student name, gender, ethnicity code, Child Nutrition program eligibility status (free, reduced, or paid), complete and accurate student health forms, information on requirements for special meals, authorizations for medications and prescriptions. Parental and physician signatures are required as noted on the forms. The OFFICE is authorized by the State of California Department of Education to obtain from the SCHOOL/DISTRICT all student information required to participate in the State and Federal child nutrition programs, including, but not limited to; each student's child nutrition eligibility status (Free, Reduced, Paid), ethnicity code, and other appropriate demographic or identifying information.
- (15) Provide services and/or accommodations as specified in the student's IEP or Section 504 plan for all students with special needs participating in Outdoor School programs.

II. Agreement Period and Termination

- A. The term of this agreement shall commence on **July 1, 2011** and will continue through **June 30, 2012**.
- S. This agreement may be terminated at any time upon mutual agreement of the parties involved.

III. Fees and Minimum Guaranteed Participation

- II. The fee schedule is established each year and is adopted by the Board of Education. The applicable adopted fee schedule for fiscal year **2011-2012** is attached and is hereby made a part of this agreement.
- JJ. The SCHOOL/DISTRICT guarantees payment of the "district estimated fee" to the Office for not less than **582** pupils during the school year. Minimum number of students per school as follows:

School	Projected participation	Number of days	Week of encampment
Cajon Park	115	5	2/6/12
Carlton Hills	50	5	11/14/11
Carlton Oaks	106	5	2/6/12
Chet Harritt	57	5	3/19/12
Hill Creek	90	5	6/4/12
Pepper Dr.	68	5	1/23/12
Pride Academy at Prospect	50	4	1/17/12
Rio Seco	100	5	12/5/11
Sycamore Canyon	49	5	11/14/11

Executed by the parties on the dates shown below their respective signatures.

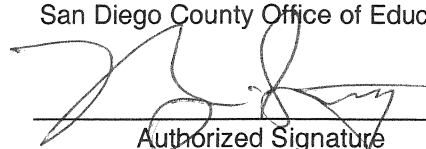
Santee
School/District

By _____

Title _____

Date _____

County Superintendent of Schools
San Diego County Office of Education



Authorized Signature

Director, Outdoor Education
Title

June 2, 2011
Date

Authorized or ratified by the Board of Education on:

Authorized by the San Diego County Board of Education on:

February 09, 2011

Rules for acceptance and participation in the outdoor school program are the same for everyone without regard to race, color or national origin, sex, gender or handicap.

San Diego County Office of Education

SCIENCE OUTREACH PROGRAM
FIELD TRIP AGREEMENT – 2011-2012

THIS AGREEMENT, made this July 1, 2011 and which will terminate on June 30, 2012, by and between San Diego County Superintendent of Schools, hereinafter called the "County", and Santee School District hereinafter called the "District/School/Organization", mutually agree as follows:

1. **Basis of Agreement**

The County, as coordinator of the education outreach programs, has determined that it is desirable to conduct science outreach programs for schools and districts within the County of San Diego. For each science outreach program scheduled to serve the District/School/Organization, District/School/Organization agrees to adhere to the terms and conditions of this agreement.

It is understood that third parties (such as the Port of San Diego, County of San Diego, City of San Diego, San Diego County Water Authority and various other municipalities and water districts) sometimes agree to pay for a science outreach program to be delivered to a District/School/Organization. In these circumstances, County may invoice the third parties for the designated events (if the third party agrees) or will invoice the District/School/Organization (if the third party provides the funds directly to the District/School/Organization).

Regardless of whether a third party funding source is involved, the District/School/Organization must still execute this agreement and be responsible for payment for any event which is not paid for by a third party.

2. **Scope of Agreement**

A. **General**

The County will make available and provide by this contractual agreement the following programs with pricing for school year 2011-2012:

85) Green Machine
\$305.00 per trip, serving up to four 1-hour classes of up to 30 students each
The Green Machine curriculum aligns with the California Science Content Standards for grades K-4. The presentation describes the journey from seed to dinner table through hands-on learning stations that enable students to learn where their food comes from. A musical and dramatic wrap-up reinforces the learning.

86) Splash Science Mobile Lab
\$550.00 per trip, serving up to four 1-hour classes of up to 36 students each
The Splash Science Mobile Lab curriculum aligns with the California Science Content Standards for grades 4-6. The presentation offers hands on learning opportunities for students at multiple learning stations; watershed/stormdrain, GIS examination of local watersheds, water conservation, San Diego estuary, and microscope.

87) Salk Institute Mobile Genetics Lab Sponsored by Salk Institute

The Salk Mobile Science Lab is a free 3-day biotechnology program serving middle schools throughout San Diego County. This program provides a unique opportunity for your students to learn about genetics and DNA from real Salk Institute scientists. The following requirements relate to the Salk program:

- a. There must be a minimum of 90 students and a maximum of 160 students in the morning classes. The same students must attend all three days. You can combine students from multiple classes but we must work out of one classroom or parish as we have too much equipment to move around.
- b. We can accommodate up to 4 class sessions (maximum 40 students each) during the morning. Class periods should be minimum 45 minutes long. (~55 minute periods work best) **Please note that we cannot accommodate block schedules.**

- c. The last class must end no later than 12:30 pm.
- d. The classroom we work out of should have several power outlets and access to water.
- e. Students and desks in each class session should be arranged into 5 groups for each of the three days.
- f. Teachers are expected to be present at all times of our visit and to maintain classroom discipline.

B. County agrees to provide:

- 1) Instructional materials (by Salk Institute for Salk program)
- 3) Curriculum and instruction (by Salk Institute for Salk program)
- 4) Scheduling of District/School/Organization participation
- 5) Invoice the District/School/Organization for field trip. (Salk Institute program currently has no charge)

C. District/School/Organization agrees to:

- 85) Schedule participation in the program of choice with the County by phone and confirm by email.
- 86) Provide a written request/authorization for the delivery of the program(s) in the form accepted by District (either a district PO or simple email).
- 87) Provide a minimum of number of adult participants authorized by the District/School/Organization to supervise the students and participate in the delivery of each presentation during the day. The Green Machine requires a minimum of one participating adult and the Splash Science Mobile Lab requires two participating adults.
 - a. If the school cannot provide the required participating adults, they must inform County a minimum of two days in advance of the scheduled field trip event. County will endeavor to locate suitable adults to participate in the presentation of the program in lieu of the school's participant(s) subject to a minimum charge of \$100 per participant provided by County.
- 87) Provide written notification to County of field trip cancellation a minimum of ten (10) working days in advance of the scheduled trip. Cancellation with less than ten working days notification will result in a cancellation fee equal to fifty percent (50%) of the normal fee for the field trip event. Cancellation with less than five (5) days notice will result in a cancellation fee equal to one hundred percent (100%) of the normal fee for the field trip event.
- 88) Pay the agreed upon fees upon receipt of invoice. District/School/Organization will be invoiced 30 days prior to the trip when possible and refunds will be processed based on the above guidelines if the field trip is canceled.
- 89) County may terminate individual scheduled presentations at any time due to mechanical breakdown or other reason outside of their control (sick staff, etc.). If County cancels a program, they will endeavor to reschedule with the District/School/Organization at the District/School/Organization's earliest convenience. If County cannot reschedule the canceled event at a mutually agreeable time, they will refund all fees paid for the undelivered event.

3. **Authorization to Copy Materials**

The County hereby authorizes the District/School/Organization to make copies of individual pages of the worksheets and teacher's guide as necessary and appropriate to enhance their participation in the County program. Copying materials for any other purpose is prohibited without the express permission of the County.

4. **Confidentiality of Service or Work**

All curriculum and participant information are considered proprietary and confidential. All requests for information relating to the County's program should be directed to the County Office.

5. **Independent Contractor**

It is expressly understood that at all times while rendering the services described herein and in complying with any terms and conditions of this Agreement, the County is acting as an independent contractor and is not an officer, agent, or employee of the District/School/Organization.

6. **Hold Harmless**

The District/School/Organization agrees to hold harmless, defend, and to indemnify the San Diego County Superintendent of Schools, its officers, agents, and employees from every claim, demand, or liability which may be made by reason of:

- A. Any injury to person, including death therefrom, or damage to property sustained by the District/School/Organization or any person, firm, student, teacher, volunteer, or corporation, employed directly or indirectly associated with or employed by it, however caused; and
- B. Any injury to person, including death therefrom, or damage to property sustained by any person, firm, student, teacher, volunteer, or corporation, caused by any act, neglect, default, or omission of the District/School/Organization, or of any person, firm, student, teacher, or corporation directly, or indirectly associated with or employed by it upon, or in connection with the services rendered pursuant to this agreement. The District/School/Organization at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings, that may be brought or instituted against the San Diego County Superintendent of Schools, its officers, agents, or employees, on any such claim or demand, and pay or satisfy the judgment that may be rendered against the San Diego County Superintendent of Schools, its officers, agents, or employees, in any such action, suit, legal proceedings, or result thereof.

7. **Insurance Requirements**

Both County and District/School/Organization shall maintain programs of general liability, property damage, worker's compensation, and auto insurance as required to protect the County and District/School/Organization as their interests may appear. Participants who are not covered by the Joint Powers Authority (JPA) program must provide a certificate of insurance for Comprehensive General Liability or Commercial Liability insurance in a minimum amount of \$1,000,000 per occurrence naming the San Diego County Superintendent of Schools as additionally insured and certificate holder under their policy.

8. **Compliance With Laws**

The District/School/Organization shall be subject to and shall comply with all Federal, State, and local laws, policies and regulations with respect to its performance under this agreement including but not limited to, licensing, employment and purchasing practices, and wages, hours and conditions of employment, including nondiscrimination.

9. **Compensation/Costs and Payment Schedule**

The contract price is a fixed fee per field trip based on the program and price indicated in Section 2 above. County will prepare and submit an invoice for each field trip. The District/School/Organization agrees to pay County's invoice on a Net 30 day basis from date of receipt of invoice or at least 10 days in advance of the field trip, whichever is sooner.

10. **Termination**

It is mutually agreed that either party may terminate this agreement by giving a minimum of twenty (20) working days written notice.

11. **Audit**

The District/School/Organization agrees to maintain and preserve any pertinent books, documents, papers, and records related to this agreement until three years after termination of this agreement, and to provide access to said documents to the County or any of its duly authorized representatives for examination or audit.

- 12. **Safety**
District/School/Organization will take all necessary precautions to ensure the safety of the students, staff, and visitors from any hazards inherent in execution of the field trips under this agreement.

- 13. **Governing Law/Venue San Diego**
In the event of litigation, the agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

- 14. **Final Approval**
This agreement is of no force and effect until approved by signature by the San Diego County Superintendent of Schools or his designee, the Director of Outdoor Education.

- 15. **Contract Participants**
If signed by a District, this contract will apply to all schools in the District, otherwise, it will apply only to the individual school or organization which signs the contract.

- 16. **County Contact Person**
San Diego County Office of Education
Director, Outdoor Education
6401 Linda Vista Road, Room 410, San Diego, California 92111-7399
(858) 292-3695 Fax (858) 571-7206

- 17. **Entire Agreement**
This agreement represents the entire agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary from the provisions hereof. This agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be duly executed, such parties acting by their representatives being duly authorized.

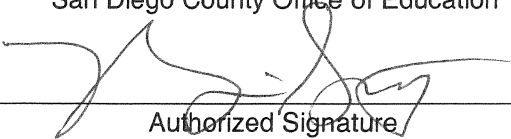
Santee School District
District/School/Organization

By _____

Title _____

Date _____

Authorized or ratified by the
Board of Education
on _____

County Superintendent of Schools San Diego County Office of Education  _____ Authorized Signature
Director of Outdoor Education _____ Title
May 31, 2011 _____ Date

Authorized by the San Diego County Board
Education on February 09, 2011

Please return only one copy of this page

Rules for acceptance and participation in these outreach programs are the same for everyone without regard to race, color or national origin, sex, age or handicap.

**SAN DIEGO COUNTY OFFICE OF EDUCATION
OUTDOOR EDUCATION PROGRAM
FEES & CHARGES 2011-2012**

Program Name	Unit Base for Charge	Notes	Adopted 2011-2012
Outdoor School Program			
5 - Day Program	Per Student	(8)	\$270.00
4 - Day Program	Per Student	(3) (8)	\$227.00
Classroom Teachers - Food Svc Ops	Per Teacher/Per Day		\$6.00
SDUSD - OCILE @ Palomar	Per Student/Week		\$129.00
Insurance	Per Student/Per Week	(1)	\$0.60
SDCOE Outdoor School T-Shirt	Per Student	(10)	\$12.00
Outreach Programs			
Marine Science Floating Lab	Per Trip		\$660.00
Splash Science Mobile Lab	Per Day	(9)	\$550.00
Green Machine Mobile Classroom	Per Day	(9)	\$305.00
All Programs			
Visitor Meal - Food Service Operations	Per Meal		\$6.00
Site Rental Program			
One Overnight with 3 meals	Per Guest	(5)	\$61.00
Two Overnights with 4 meals	Per Guest		\$98.00
Three Overnights with 10 meals	Per Guest		\$168.00
Four Overnights with 13 meals	Per Guest		\$194.00
Overnights without meals	Per Guest/Per Night	(11)	\$43.00
Kitchen access for self-prep meals	Per Scheduled Meal	(11)	\$150.00
Plus State Park Fee (Cuyamaca and Palomar only)	Per Guest/Per Night	(2)	\$2.00
Additional Services/Facilities			
Overnights (after 4 nights)	Per Guest/Per Night	(4)	\$29.00
Meal/Food Service Operations	Per Meal/Per Person		\$6.25
Camper Insurance	Per Guest/Per Day	(1)	\$0.41
Day Use Fee - Outside Only	Per Day or part thereof		\$375.00
Facilities:			
Individual Bedroom	Per Night or part thereof	(4)	\$20.00
Assembly Hall	Per Day or part thereof		\$20.00
Craft Shop, Infirmary, Lodge, or Staff Lounge	Per Day or part thereof		\$35.00
Dining Room	Per Day or part thereof (for day use group)		\$300.00
SDCOE Staff:			
Summer Program Staff	Per Guest/Per Day	(4)	\$6.79
Lifeguard	Per Day or part thereof	(4) (6)	\$250.00
Nurse	Per Day or part thereof	(4) (6)	\$350.00

Notes:

1. Insurance rates are set by an insurance company and are subject to change.
2. State Park Fees are set by State Parks & Recreation and are subject to change.
3. 4-Day programs are available on designated SDCOE holiday weeks only. Refer to your Outdoor School Schedule.
4. All accommodations and staffing are subject to availability and must be arranged in advance.
5. Requested minimum group sizes for 1-3 nights: 50; for more than 3 nights: 100, smaller groups may call director for consideration.
6. This rate charged for up to a maximum 8 hours per day or 40 hours per week. OT will be charged if hours exceeded.
The availability of Lifeguard and Nurse are not guaranteed, it is highly recommended that groups bring their own staff (lifeguard must be certified)
7. Director reserves right to alter above fee schedule to accommodate special staffing, groups sizes, or unusual program needs.
8. Program cost breakdowns:
(5-Day Program: Instructional = \$141.00, Operational = \$129.00)
(4-Day Program: Instructional = \$119.00, Operational = \$108.00)
9. Schools may request an additional TA to accompany the Splash Lab or Green Machine in lieu of the school providing a volunteer.
Additional TA's are subject to availability and additional fee of \$100 per day/per TA. Please request at least two weeks in advance of trip.
10. Schools may choose to purchase T-Shirts for their students to commemorate their camp visit. T-shirt purchase is strictly elective on a school by school basis and is subject to availability.
11. Site rental without meals by special arrangement. If access to kitchen for self-prep meals is needed, additional charges will apply for supervisor

Consent Item E.4.2.
Prepared by Kristin Baranski
June 21, 2011

Approval of the 2011-12 Consolidated Application, Part I

BACKGROUND:

The District is required to annually submit the Consolidated Application to the State for participation and funding in various categorical programs. These programs include Title I, Title II – Teacher Quality, Title III – Limited English Proficient (LEP) and Title III – Immigrant, and Economic Impact Aid (EIA). If approved by the District and accepted by the State, the Consolidated Application, Part II, will arrive in late fall with the specific levels of funding for each program. A copy of the Consolidated Application, Part I, will be available at the Board meeting for review.

RECOMMENDATION:

Administration recommends approval of the Consolidated Application, Part I, for the 2011-12 school year.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The Consolidated Application generated over \$1,100,000 in program funding for the District and schools this year in restricted categorical revenues. Most Title programs will generate similar funding levels for the 2011-12 school year. However, the District is expecting a 15% reduction in Title I funding as indicated by recent Federal communication.

STUDENT ACHIEVEMENT:

The programs funded through the Consolidated Application address specific student and/or staff needs and are directly tied to student achievement and program improvement.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.4.2.

Consent Item E.4.3.

Approval of Progressus Therapy, LLC Agreement for Occupational Therapy (OT) Services

Prepared by Kristin Baranski
June 21, 2011

BACKGROUND:

As part of a student’s Individual Education Program (IEP), occupational therapy (OT) services are necessary in order for some special education students to demonstrate educational progress. Since January 1, 2010, the District has been contracting with Progressus Therapy. Progressus Therapy currently provides 1.2 FTE occupational therapists.

The District has posted for a 1.0 FTE OT position and a 0.40 FTE certified occupational therapist assistant (COTA); however, in the interim we must provide this service. Until permanent employees are hired, Progressus Therapy is able to provide the support needed.

RECOMMENDATION:

Administration recommends that the Board of Education approve the agreement with Progressus Therapy, LLC for occupational therapy services for the term of July 1, 2011 through June 30, 2012.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

For the regular school year, occupational therapy services will be at the rate of \$70.00 per hour, eight hours a day, for 230 days at a cost of \$128,800.00 (1.2 FTE).

Extended school year (ESY) will be at the rate of \$70.00 per hour, four hours a day, for 17 days at a cost of \$4,760.00.

Should the District be unable to find permanent employees, the total OT cost for the 2011-2012 school year will be \$133,560.00.

STUDENT ACHIEVEMENT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.3.

**PROGRESSUS THERAPY, LLC
AND
SANTEE SCHOOL DISTRICT
AGREEMENT FOR THERAPY SERVICES**

This AGREEMENT FOR THERAPY SERVICES together with Addenda and Exhibits (collectively, the "Agreement") is made and entered into this 1st day of July 2011 ("Effective Date"), by and between **Progressus Therapy, LLC** ("Progressus"), a Delaware limited liability company, having its principal place of business at 2701 North Rocky Point Drive, Suite 650, Tampa FL 33607 and **Santee School District** ("Client"), having its principal place of business at 9619 Cuyamaca Street, Santee, CA 92071.

WHEREAS Progressus is in the business of providing personnel, including professionals and assistants (collectively referred to herein as "Therapist") to perform physical therapy, occupational therapy, speech-language therapy, and psychology ("Therapy Services"); and

WHEREAS Client is in need of Therapy Services;

WHEREAS Client desires to engage Progressus to provide Therapy Services under the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Term

The term of this Agreement, unless otherwise terminated pursuant to the terms of this Agreement, shall be for the period beginning on the Effective Date until June 30, 2012 ("Renewal Date"). Thereafter, the Agreement shall automatically renew for successive one-year periods unless notice of non-renewal is provided by one party to the other no later than forty-five (45) days prior to the Renewal Date.

2. Requests for Therapy Services

Progressus will use its best efforts to supply Client with Therapists for the hours and times requested by Client. Progressus will confirm placement of a Therapist with a "Contractor Assignment Confirmation." The form of the Contractor Assignment Confirmation is attached as Addendum "A." Once signed by Client, the Contractor Assignment Confirmation will become a part of this Agreement. Nothing contained herein will guarantee that Progressus will be able to fill any particular request of Client for Therapists. Further, nothing contained herein will guarantee that a Therapist, once assigned to Client, will be able to complete the assignment. If a Therapist is unable to complete an assignment for any reason, Progressus' sole obligation is to use its best efforts to procure a replacement Therapist for Client. Client hereby releases and relieves Progressus from all liability in connection with its failure to provide a Therapist when requested by Client or to replace a Therapist who has begun an assignment.

3. Therapist Assignments and Rates

A. Therapist Assignments

- (i) Client will provide Therapists with work assignments consistent with Client's standard workday and calendar, 8 hours per day ("Standard Workday").
- (ii) Client will provide Therapists with orientation, training and professional development days. These will be billed as Standard Workdays.

B. Therapist Rates

(i) Hourly Rate

The Hourly Rate is applicable to services that have been requested by Client and commences upon Therapist's arrival at a facility, able and available for work, whether or not a student is actually present.

Hourly Rates for Therapists are:

Hourly	<u>\$70.00 Speech-Language Pathologist/CFY</u>
Hourly	<u>\$70.00 Occupational Therapist</u>
Hourly	<u>\$70.00 Physical Therapist</u>
Hourly	<u>\$60.00 Occupational Therapy Assistant</u>
Hourly	<u>\$60.00 Physical Therapy Assistant</u>
Hourly	<u>\$60.00 Speech-Language Pathology Assistant</u>

(ii) Overtime Rate

The Overtime Rate is one hundred fifty percent (150%) of the Hourly Rate and is applicable when a Therapist works more than forty (40) hours per week, or eight (8) hours per day in California. Overtime worked by Therapists will be pre-approved and submitted in writing by Client.

(iii) Holiday Rate

The Holiday Rate is one hundred fifty percent (150%) of the Hourly Rate and is applicable when a Therapist works on any of the following holidays (or observed holidays): New Year's Day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Thanksgiving or Christmas.

(iv) Mileage Reimbursement

Therapists assigned to Client will be reimbursed mileage for travel between Client's assigned facilities, training and professional development ("Mileage Reimbursement"). Mileage Reimbursement will be reimbursed at the federally approved mileage reimbursement rates (currently \$.51) and will be adjusted as necessary to maintain consistency with the federally approved rate.

4. Therapists

A. Licensure

All Therapists provided to Client pursuant to this Agreement shall be qualified to perform the services requested and will be certified and/or licensed during the term hereof to perform the applicable therapy services in the state in which Client requests a Therapist to perform services.

B. Screening of Therapists

Subject to the limitations of applicable federal, state and local laws and regulations, Progressus will conduct the following screenings, tests, and background checks for all Therapists provided to Client pursuant to this Agreement: freedom from communicable diseases; including Tuberculosis; lack of criminal record including sexual offender and predator; and acceptable professional references.

C. Employees and Subcontractors

All Therapists provided to Client pursuant to this Agreement are employees or subcontractors of Progressus and Progressus is solely responsible for the wages or fees, benefits (if any), and tax withholding (if any) of the Therapists. Progressus reserves the right to terminate, discipline, or reassign Therapists if such action is warranted in its sole discretion. In the event Client is dissatisfied with the services of a particular Therapist, Client's sole remedy is to notify Progressus of its dissatisfaction. If Progressus is unable to cure Client's dissatisfaction within a reasonable amount of time, Progressus will provide Client with another Therapist if available.

D. Health and Safety Training

Progressus will provide Therapists all training necessary to comply with the Occupational Safety and Health Administration's (OSHA) blood borne pathogens standard. Client agrees to provide Therapists with site specific information required by OSHA standards, including but not limited to availability of protective equipment and site procedures.

E. Health Insurance Portability and Accountability Act ("HIPAA") Compliance

Progressus and all Therapists providing therapy services to Client pursuant to this Agreement will comply with HIPAA and regulations promulgated thereunder in regard to the disclosure of "Protected Health Information", as defined therein.

F. Family Educational Rights and Privacy Act (“FERPA”) Compliance

Progressus and all Therapists providing therapy services to Client pursuant to this Agreement will comply with FERPA and regulations promulgated thereunder in regard to the disclosure of Student Education Records as defined therein.

5. Client’s Obligations

A. Facility

To the extent Client provides the facility in which Therapist performs services and such facility is not a private personal residence, such facility will be well lit, climate controlled, and free from recognized hazards. Client warrants and represents that the facility in which Therapist will perform services complies with all federal, state, and local health and safety codes, laws and regulations, and with all federal, state, and local laws governing reasonable accommodations for disabled individuals. Client will provide adequate or designated space for Therapist to perform Therapy Service and a designated storage area for Therapist to store student records. Client will also provide free parking and restroom facilities for use by Therapist.

B. Designation of Liaison

Client will designate a representative of Client to serve as a Liaison between Client and Therapist on all operational matters, including, but not limited to, use of facilities, implementation of applicable state and federal guidelines for services, scheduling, attendance record keeping, progress reports, therapy notes, in-service meetings, consultations, and reporting of time. Client may change the designation from time to time by providing notice to Progressus as addressed below.

C. Client’s Procedures

Client will provide instruction, orientation and professional development days for Therapists assigned to work in its facility. Therapists will be fully integrated in Client’s program and will be instructed as to its documentation, administrative, and therapy services procedures. Therapists will comply with all instructions given by Client. Client will notify Progressus and Therapist of all documentation/record-keeping procedures.

D. Equipment

Client will provide Therapist with all equipment reasonably necessary for Therapist to perform mandated services hereunder, including without limitation, office supplies, access to therapy equipment, assessment tests and therapy materials, and technology required to implement and document services. If Client has an automated and/or mandated documentation method, requiring access to an Intranet and/or a proprietary Student/Patient Information Management System, the Client must identify an assigned computer to the Therapist, and provide training and grant full access to implement that method.

6. Billing and Invoicing

A. Billing Rates

The billing rates for each Therapist assigned to Client are specified in Paragraph 3 of this agreement, or in the Contractor Assignment Confirmation, which may govern any particular therapist assignment. To the extent there is a conflict between rates set forth in Paragraph 3, and rates set forth in a Contractor Assignment Confirmation, the Contractor Assignment Confirmation will govern. Progressus may adjust any or all rates to become effective after the expiration of the initial term by providing forty-five (45) days notice to Client.

B. Invoicing

Progressus will send periodic (monthly, semi-monthly or weekly) invoices to Client, at Client's email address as indicated below. Progressus invoices are based on time cards completed by Therapists. Payment is due in full upon receipt in accordance with instructions on the invoice. If any payment is not paid within thirty (30) days of the due date, unpaid balances will be assessed interest charges of 1.5% per month [18 percent (18%) per annum]. The ability to invoice based on approval of the contract will not be unreasonably withheld. Additional information may be contained in Addendum B.

C. Payment

Progressus anticipates prompt remittance of amounts due. The preferred method of payment is through the Automated Clearing House Processing System ("ACH") upon conditions of invoice – related banking information is:

Bank Name:	SunTrust Bank
Routing/ABA #	061000104
Account #	1000062044895
Account Name	Progressus Therapy

Alternatively, checks may be mailed to the lockbox account at Progressus Therapy LLC, P.O. Box 791327, Baltimore, MD 21279-1327.

D. Contact Information

The Client hereby designates a financial liaison to be contacted in the event of billing, payment or other questions regarding the financial matters of this Agreement as follows:

Name: Sue Sarmiento
Address: 9619 Cuyamaca Street
Santee, CA 92071
Phone: 619-258-2364
Email: sue.sarmiento@santeesd.net

Inquiries of the Client to Progressus should be directed to the Accounts Receivable Representative at 443-320-1020.

7. Insurance

A. Provided by Progressus

Progressus shall maintain the following insurance coverage during the term of this Agreement:

- (i) Professional Liability Coverage with limits of no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate;
- (ii) Worker's Compensation Insurance including occupational disease coverage in accordance with all state and federal requirements.

B. Provided by Client

Client shall maintain the following insurance coverage during the term of this Agreement:

Comprehensive General Liability with bodily injury and property damage with combined single limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, naming Progressus as an additional insured.

Upon request, the parties agree to provide each other with insurance certificates evidencing the requisite insurance coverage, which contains a provision that the coverage afforded under the policies will not be cancelled without thirty (30) days written notice.

8. Indemnification

The parties hereto agree to indemnify, defend and hold harmless, each other and their respective parents, subsidiaries and affiliates, directors, officers, agents, servants and employees, from and against any and all claims, demands, causes of action, proceedings, losses, damages, fines, penalties, liabilities, judgments, orders, costs and expenses including, without limitation, reasonable attorney's fees and legal costs, sustained or incurred by or asserted against the party seeking indemnification by reason of, arising from, or in any way attributable to the duties, responsibilities or obligations of the other party under and during the term of this Agreement; any negligence, wrongful act, intentional act, or omission of or by the other party, their agents, servants, employees, officers, representatives or subcontracts, provided that this indemnification shall not apply to the sole negligence or wrongful act of the party seeking indemnification, their agents, servants, employees, officers, representatives, subcontractors and related entities. The aforesaid indemnification shall survive termination of this Agreement.

9. Termination of Agreement

Either party may terminate this Agreement upon forty-five (45) days written notice to the other party. In the event Client terminates the Agreement, Client will be responsible to pay for the following:

- A. All services performed by Therapists through the effective date of termination; and
- B. All expenses incurred by Progressus in placing a Therapist with Client, including without limitation nonrefundable security deposits, prepaid rent, transportation costs, utility deposits and the like.

Progressus may terminate the Agreement immediately upon notice to Client if;

- C. Client fails to pay any invoice within forty-five (45) days of its due date; or
- D. Any petition is filed or proceeding is commenced by or against Client for adjudication as a bankrupt or insolvent entity under federal bankruptcy law or any other bankruptcy and insolvency act; or a proceeding for reorganization is filed by or instituted against Client; or Client makes an assignment for the benefit of creditors; or a proceeding is filed or instituted for the appointment of a receiver for Client.

10. Non-Solicitation

During the term of this Agreement and for a period of twelve (12) months thereafter (the "Non-Solicitation Period"), Client agrees not to, either directly or indirectly through a third party, hire, attempt to hire, contract with independently, or solicit for employment a Therapist who was referred to Client by Progressus, whether Client accepted placement of the Therapist, interviewed the Therapist or reviewed the Therapist's resume or background information. Client acknowledges that this Non-Solicitation provision is reasonable and necessary for the protection of Progressus' valid business interests, and that failure to comply with the Non-Solicitation provision will cause immediate and irreparable injury to Progressus, for which injury there is no adequate remedy at law. In the event of the actual or threatened breach of this Non-Solicitation provision by Client, Progressus shall be entitled to immediate injunction by a court of competent jurisdiction to prevent and restrain such breach, and Progressus shall be entitled to recover its costs, including reasonable attorneys fees and expenses in addition to any other legal or equitable relief to which it may be entitled. This paragraph shall survive termination of the Agreement.

11. Confidentiality

Client and Progressus agree to keep the terms of this Agreement confidential and not to disclose the terms to any third party, including without limitation employees of Progressus provided, however, that this paragraph shall not apply if such disclosure is required by law or court order. Client agrees to inform all persons, whether employees, contractors, or agents of Client, with knowledge of the terms of the agreement of the confidentiality provisions contained herein.

12. Notice

Any notice required to be given hereunder shall be in writing and shall be either hand delivered, mailed via certified mail, or mailed via a nationally recognized overnight courier to the addresses set forth below.

- A. **PROGRESSUS THERAPY, LLC**
Progressus Therapy, LLC
2701 North Rocky Point Drive Suite 650
Tampa FL 33607
(800) 892-0640
Attention: Matt Stringer, Vice President

- B. **CLIENT**
Santee School District
9619 Cuyamaca Street
Santee, CA 92071
Phone: 619-258-2364
Attention: Hope Michel

Notices are effective upon mailing or delivery to overnight courier service, as the case may be.

13. Assignment

A. By Client

This Agreement may not be assigned by Client without the express written consent of Progressus, which consent will not be unreasonably withheld.

B. By Progressus

This Agreement may be assigned by Progressus to Progressus' successor or to any affiliate of Progressus and their respective successors.

14. Addenda and Exhibits

All addenda and exhibits, if any, referred to in or attached to this Agreement are and shall be deemed to be an integral part of this Agreement as if fully set forth herein.

15. Entire Agreement

This Agreement, together with all addenda and exhibits attached hereto, constitute the entire agreement between the parties hereto and supersedes all prior oral and written negotiations and agreements. This Agreement may only be modified in a writing signed by all parties hereto.

16. Waiver and Severability

No delay or omission by either party to enforce or exercise any right, remedy of power under this Agreement shall be construed as a waiver of such right, remedy or power. A waiver by either party of any breach or default under the terms of this Agreement shall not constitute a waiver of any subsequent breach or default. In the event any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

17. Jurisdiction and Applicable Law

This Agreement is deemed to have been made in the State of Florida, County of Hillsborough, and shall be interpreted in accordance with Florida law, without regard to its conflict of law principles. The parties agree that all litigation arising out of this Agreement must be brought in Florida state court in Hillsborough County, sitting in Tampa, Florida, or in the United States District Court for the Middle District of Florida, sitting in Tampa, Florida, and that the court will have personal jurisdiction over the parties, and that the venue of the action shall be appropriate to and exclusive in such court.

18. Binding Agreement

This Agreement shall inure to the benefit of, and be binding upon the parties' respective successors and assigns.

19. Attorneys' Fees and Costs

In the event of litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled to payment of its reasonable attorneys' fees and costs from the other party.

20. Cumulative Remedies

No right or remedy herein conferred or reserved in this Agreement is exclusive of any right or remedy provided or permitted at law or in equity, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise, and may be enforced concurrently therewith or from time to time.

**[Remainder of page intentionally left blank.
Signature pages follow.]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and date first written above.

PROGRESSUS THERAPY, LLC

By: _____
Matt Stringer, Vice President

Date: _____

SANTEE SCHOOL DISTRICT

By: _____
Printed Name: _____
Title: _____
Date: _____

ADDENDUM A

CONTRACTOR ASSIGNMENT CONFIRMATION

This Contractor Assignment Confirmation is issued pursuant to an Agreement for Therapy Services between **Progressus Therapy, LLC** ("Progressus") and **Santee School District** ("Client") effective July 1, 2011 (the "Agreement") and is governed by the terms of the Agreement.

Assignment Information

Therapist:		Discipline:	
Report to:		Facility:	
Assignment Start Date:		Assignment End Date:	
Hours Per Day:		Days Per Week:	
Bill Rate:	\$	Rate Per Hour	
Mileage Reimbursement:	\$0.51	*Mileage reimbursement rate remains consistent with the Federally approved rate.	

Notes:

Billing Information

Name of billing contact:		Phone number:	
Email address:		Fax number:	
Address (including city, state, zip)			

PROGRESSUS THERAPY, LLC

By: _____

Printed Name: Maureen Engle

Title: Client Partnership Manager

Date: _____

SANTEE SCHOOL DISTRICT

By: _____

Printed Name: _____

Title: _____

Date: _____

Consent Item E.4.4.

Approval of Excel Therapy Agreement for Language
Speech Therapy Services

Prepared by Kristin Baranski
June 21, 2011

BACKGROUND:

As part of a student's Individual Education Program (IEP), language speech therapy services are necessary in order for some special education students to demonstrate educational progress.

There is currently a Santee School District posting for 1.5 FTE Language Speech and Hearing Specialist positions, however, in the interim we must provide this service. Until permanent employees are hired, Excel Therapy is able to provide the support needed.

RECOMMENDATION:

Administration recommends that the Board of Education approve the agreement with Excel Therapy for language speech therapy services for the term of July 1, 2011 through June 30, 2012.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

For the regular school year, language speech therapy services will be at the rate of \$65 - \$70 per hour, 48.75 hours a week, for an annual cost of \$117,000.

STUDENT ACHIEVEMENT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.4.4.



SUPPLEMENTAL STAFFING AGREEMENT

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

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

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

WHEREAS, CLIENT requires the services provided by COMPANY; and

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

COMPANY SERVICES

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

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

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

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

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

CLIENT RESPONSIBILITIES

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

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

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

TERM AND TERMINATION

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

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

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

COMPENSATION, FEE SCHEDULES, AND REIMBURSEMENT

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

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

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

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

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

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

INSURANCE

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

CONFIDENTIAL INFORMATION AND RECORDS

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

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

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

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

REPRESENTATIONS AND WARRANTIES

COMPANY. COMPANY hereby warrants and represents to CLIENT:

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

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

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

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

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

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

CLIENT. CLIENT hereby warrants and represents to COMPANY:

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

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

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

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

INDEMNIFICATION

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

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

COMPANY EMPLOYEES

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

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


COMPANY:	CONTRACTOR:
Excel Services LLC.  By: <i>Administrator and Authorized Agent</i> <i>R. Carlos Vieyra</i> Date: 05/20/11	By: _____ Name: Date:

EXHIBIT "A"

RATE SCHEDULE

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

*Speech Therapist 1: \$70.00 per hour

This rate include any therapy, meetings and paperwork.

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


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

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

*Speech Therapist 2: \$65.00 per hour

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

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

COMPANY:	CONTRACTOR:
Excel Services LLC.	
By:  <i>Administrator and Authorized Agent</i> R. Carlos Vieyra	By: _____
Date: 05/20/11	Name:

Consent Item E.4.5. Approval of Contracts for Nonpublic, Nonsectarian School/Agency Services and Individual Services Agreements for Nonpublic, Nonsectarian School/Agency Services

Prepared by Kristin Baranski
June 21, 2011

BACKGROUND:

Based on negotiated contracts, board approval is requested for Master Contracts, with nonsectarian schools for special education students with special needs for the 2011-12 school year. The terms of the master contracts are as follows:

- The contract with The Institute for Effective Education, Children’s Workshop is for tuition of \$233.85 per day. One Santee student will attend the Children’s Workshop in 2011-12.
- The contract with Asetline School is for tuition of \$171.98 per day. One Santee student will attend Asetline School in 2011-12.

Board approval is also requested for two individual contracts for placement of two special education students with special needs for the 2011-12 school year. The terms of these contracts are as follows:

School/Agency	Number of Students	Duration of Service	Cost per day	Total Cost
Institute of Effective Education, Children’s Workshop	1 student	210 days 7/1/11–6/30/12	\$233.85	\$49,108.50
Asetline School	1 student	210 days 7/1/11–6/30/12	\$171.98	\$36,115.80

These contracts cover the period of July 1, 2011 through June 30, 2012, to cover the District’s summer school schedule.

These contracts will be available at the Board meeting for review.

RECOMMENDATION:

Administration recommends approval of two master contracts and two individual contracts for special education students requiring nonpublic, nonsectarian school/agency services.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

Two students attending with payment from the General Fund.

Expenditures:

The Institute for Effective Education, Children’s Workshop	\$49,108.50
Aseltine School	\$36,115.80
Projected Total for 2011-12:	\$85,224.30

Income:

Per AB 602, with revenue limit income, the District will receive \$12,418.23 for nonpublic school expenditures based on 2010-11 expenditure/income rates. The total nonpublic school projected costs for 2011-12 over and above revenue amounts for 2010-11 is \$71,479.28 from the general fund.

STUDENT ACHIEVEMENT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.4.5.

Consent Item E.5.2. Approval to Increase Work Hours for Identified Classified Non-Management Position

Prepared by Minnie Malin
June 21, 2011

BACKGROUND:

Due to the recently approved expansion for the YALE Preschool at PRIDE Academy for the 2011-2012 school year, the Director of Out of School Time Programs has determined that it will be necessary to increase an Early Childhood Group Leader I position from 5.95 hours/9 months to 7.5 hours per day/9 months per year to accommodate the additional support required at that site effective September 6, 2011.

Administration brings forward this recommendation at tonight's meeting.

RECOMMENDATION:

Administration supports the increase in work hours for one (1) Early Childhood Group Leader I position from 5.95 hours to 7.5 hours per day effective September 6, 2011.

FISCAL IMPACT:

The annual increase in cost to increase the work hours for this position will be \$6,232. The Out of School Time Program is fee-based and will not impact the general fund.

STUDENT ACHIEVEMENT IMPACT:

It is the District's intention to provide support for all students.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.5.2.

Consent Item E.5.3. Approval to Amend Resolution No. 1011-21 Layoff of Classified Non-Management Position; to Reduce Work Hours of Classified Non-Management Position

Prepared by Minnie Malin
June 21, 2011

BACKGROUND:

On April 5, 2011, the Board of Education took action to eliminate one (1) Instructional Assistant, Special Education II position due to a recent IEP meeting. In retrospect, it was determined that 1:1 assistance provided by an Instructional Assistant, Special Education I should be reduced in work hours from 3.0 hours to 2.0 hours per day and not be eliminated. Therefore, administration recommends that the Board of Education reinstate the Instructional Assistant, Special Education II position and approve the reduction in work hours from the 3.0 hours to 2.0 hours per day.

As a result, several classified employees may be affected by the reduction of this position and may have an option to bump into other positions within the same classification. The affected employee will receive a 45-day notice of layoff (reduction in hours) and be placed on a reemployment list.

Administration brings forward this recommendation at tonight's meeting.

RECOMMENDATION:

Administration supports the following recommendations:

Reduction of Work Hours

- Reduce one (1) Instructional Assistant, Special Education II position from 3.0 hours per day to 2.0 hours per day effective August 6, 2011.

FISCAL IMPACT:

The annual savings to the general fund by reducing a Special Education position from 3.0 hours to 2.0 hours per day will be \$4,111.

STUDENT ACHIEVEMENT IMPACT:

It is the District's intention to provide support for all students.

Motion: _____ Second: _____ Vote: _____

Agenda Item E. 5.3.

SANTEE SCHOOL DISTRICT

Resolution No. 1011-21

AMENDED

WHEREAS, when a bona fide reduction or elimination of funds or services occurs within a school district, classified employees shall be subject to reduction of hours for either lack of work or lack of funds;

WHEREAS, the elimination of certain services being performed by the classified staff has resulted in an elimination of work;

WHEREAS, due to lack of funds and/or lack of work, the Board finds that it is in the best interest of this school district that certain services be eliminated and/or reduced in work hours:

Reduction of Work Hours

- Reduce one (1) Instructional Assistant, Special Education II position from 3.0 hours per day to 2.0 hours per day effective August 6, 2011.

BE IT FURTHER RESOLVED that the Board authorizes the District Superintendent to give notice to the affected classified employees that their position will be eliminated and/or reduced in work hours/year pursuant to applicable provisions of the Education Code of the State of California, and the negotiated agreement with California School Employees Association Article XI, (Layoff, Reemployment, Involuntary Reduction in Hours, and the Impacts and Effects of Such Matters), such notice to be given forty-five (45) days prior to the effective date of reduction/layoff as set forth above.

The foregoing Resolution was passed and adopted at a regular meeting of the Governing Board of the Santee School District on the 21st day of June 2011, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____

Dated 6/21/11

Clerk, Board of Education

DISCUSSION AND/OR ACTION ITEMS Item F.

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

Agenda Item F

BACKGROUND:

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. A few of the most significant assumptions used in the 2011-12 Adopted Budget for Santee School District are listed below:

- 19.754% Deficit Factor for Revenue Limit Funding
- 2.24% COLA (Cost of Living Adjustment) for Revenue Limit not funded thereby adding to the deficit factor. No COLA for other State Programs
- 22 student enrollment increase
- P-2 ADA = 6,167.26
- Lottery Funding:
 - Unrestricted = \$111 per prior year annual ADA adjusted by 1.04446
 - Restricted (Instructional Materials) = \$17.50 per prior year annual ADA adjusted by 1.04446
- K-3 Class Size Reduction revenue of \$1,559,376 for 30% penalty at 26:1
- Loss of \$1,030,071 million in one-time Federal Jobs Bill funds and \$275,848 in remaining Federal Stimulus General Purpose funds received and used in 2010-11
- Loss of remainder of IDEA Federal Stimulus Funds to reduce Contribution to Special Education
- \$1,324,329 of Tier III Categorical Flexibility used for Unrestricted General Fund

Revenues, expenditures, and ending funding balance for 2010-11 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, 2011.

In conjunction with the Adopted Budget, the District must also complete a Multi-Year Projection ("MYP") depicting the budget year and two subsequent years. This requires addition of the 2013-14 school year. Due to the uncertainty of the State Budget and extension of temporary taxes, the District has incorporated a \$330/ADA reservation of the fund balance for possible additional cuts to public education. Although the District is projecting continued deficits in the Unrestricted General Fund, the MYP indicates that the District can meet its financial obligations, including the minimum 3% reserve for economic uncertainties through 2012-13. However, in 2013-14, under current assumptions and incorporating the additional reservation of the fund balance for State Budget Uncertainty, the District could not meet its financial obligations in 2013-14.

This year, 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. A copy of the full budget document is available for review at the Santee School District Office and will be available for review at this meeting.

RECOMMENDATION:

It is recommended that the Board of Education adopt the budget for the 2011-12 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:

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

FISCAL IMPACT:

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

Item	2010-11 Estimated		2011-12 Adopted	
	Unrestricted	Restricted	Unrestricted	Restricted
Total Income	\$34,416,850	\$12,682,311	\$32,411,660	\$11,016,534
Total Outgo	\$32,390,027	\$12,341,496	\$33,735,986	\$11,388,558
Change in Fund Balance	\$2,026,823	\$340,815	(\$1,324,326)	(\$372,023)
Ending Fund Balance	\$8,843,924	\$442,774	\$7,519,598	\$70,750
Undesignated/Unappropriated	\$6,876,174	\$442,774	\$3,503,551	\$70,750
Economic Uncertainty Reserve	\$1,341,946		\$1,353,736	
Fund 17 Reserve	\$2,853,080		\$2,870,198	
Total Reserves	\$11,071,200		\$7,727,486	
Reserve as % of Expenditures	24.75%		17.12%	

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item F.1.1.
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Discussion and/or Action Item F.2.1.
Prepared by Karl Christensen
June 21, 2011

Approval to Incorporate Woodshop at Hill
Creek School in 10 Classroom Addition

BACKGROUND:

At the April 5, 2011, the Board of Education was provided preliminary information regarding the possible cost of constructing a modified classroom and adjoining patio to conduct woodshop in the 10 classroom addition at Hill Creek. The estimate provided at that time was \$250,000. The Board requested Administration to seek input from the staff and community at Hill Creek School and to answer some specific questions. Informal surveys were conducted of parents and students.

Administration has received the Guaranteed Maximum Price (GMP) information for the 10 classroom addition which incorporates a deductive alternate for the woodshop of \$88,915, considerably less than the original estimate of \$250,000. The cost estimate to convert the boiler room into a woodshop area was, and remains at \$10,000 to \$15,000.

Tonight, Administration requests the Board of Education to determine which option they will provide for woodshop at Hill Creek School:

Option A - Construction of the modified classroom and adjoining patio for conducting woodshop in the Hill Creek included as part of the 10 classroom addition for a cost of \$88,915, bringing the GMP to \$6,276,140.

Option B - Converting the empty boiler room for conducting woodshop at Hill Creek at a cost of \$10,000 to \$15,000, bringing the GMP of the 10 classroom addition to \$6,187,225

RECOMMENDATION:

It is recommended that the Board of Education approved Option A, to include construction of the modified classroom and adjoining patio for conducting woodshop in the Hill Creek 10 Classroom Addition project, given that the Guaranteed Maximum Price for the entire Hill Creek School addition project is less than estimated.

This recommendation supports the following District goals:

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

FISCAL IMPACT:

The fiscal impact is dependent on which option is selected by the Board.

Option A - \$88,915 for construction plus an estimated \$10,000 for moving and temporary housing of the woodshop in the converted boiler room until completion of the 10 Classroom addition project.

Option B - \$10,000 to \$15,000 to convert the boiler room for woodshop.

This project is to be included in the modernization/construction at Hill Creek School using Capital Improvement Program funds.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item F.2.1.
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Discussion and/or Action Item F.2.2.
Prepared by Karl Christensen
June 21, 2011

Approval of Amendment No. 15
(Phase IV - Hill Creek School 10 Classroom
Addition) to Construction Services Agreement
for Lease-Leaseback, Site Lease, and
Sublease Agreement

BACKGROUND:

On February 2, 2008, the Santee School District Board of Education adopted Resolution No. 0708-16, approving and authorizing the execution of a Site Lease, Sublease Agreement, and Lease-Leaseback Construction agreement between the District and Douglas E. Barnhart, Inc., in order to provide for the capital improvement construction of school facilities, at nine school sites within the District (the "Project"). On April 1, 2008, the Board approved Amendment No. 1 for the Guaranteed Maximum Price (GMP) of the Cajon Park classroom addition. On June 3, 2008, the Board approved Amendments Nos. 2 - 6 for the GMP for five school modernizations. On September 2, 2008, the Board approved Amendments Nos. 7 - 9 for the ten-classroom additions at Carlton Hills, Rio Seco, and Carlton Oaks. On May 9, 2009, the Board approved Amendments Nos. 10 - 13 for the GMP for three school modernizations at Chet F. Harritt, Hill Creek, Prospect Avenue, and the Chet F. Harritt ball fields. In June 2009, the Board suspended work and amended the contracts for infrastructure only and partial scope at the Chet F. Harritt ball field project. On May 4, 2010, the District entered into the Amendment 14 for the Hill Creek School Solar Project.

This action is for the Amendment No. 15 to the Lease-Leaseback Construction Agreement to complete the 10 classroom addition project at Hill Creek School. This amendment will establish the final GMP and will also add a five percent (5%) owner's contingency within the GMP to be used with District approval, with the remainder reverting to the District at the end of the construction.

RECOMMENDATION:

It is recommended that the Board of Education approve Amendment No. 15 to the Lease-Leaseback Construction Agreement with the option selected by the Board in Item F.2.1. for a Guaranteed Maximum Price:

Option A - \$6,276,140: Including construction for the wood shop

Option B - \$6,187,225: Excluding construction for the wood shop.

This recommendation supports the following District goals:

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

FISCAL IMPACT:

The fiscal impact of Amendment No. 15 is \$6,276,140 for Option A (including construction for the wood shop), or \$6,187,225 for Option B (excluding construction for the woodshop), to be funded from the District's Capital Improvement Program budget with CIP funds, Prop R bond proceeds, and State matching funds.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item F.2.2.
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**FIFTEENTH AMENDMENT
(PHASE IV – HILL CREEK SCHOOL ADDITION) TO
CONSTRUCTION SERVICES AGREEMENT FOR LEASE-LEASEBACK,
SITE LEASE, AND SUBLEASE AGREEMENT**

This Fifteenth Amendment (Phase IV - Hill Creek School - Addition) to Construction Services for Lease-Leaseback, Site Lease, and Sublease Agreement is made and entered into this 21st day of June, 2011, by and between the SANTEE SCHOOL DISTRICT (the "District") and Barnhart Balfour Beatty, Inc. (the "Builder") as follows:

WHEREAS, on February 2, 2008, the Governing Board of the District adopted Resolution No. 0708-16 (the "Resolution"), approving and authorizing the execution of a Site Lease, Sublease Agreement (the "Sublease Agreement"), and Construction Services Agreement for Lease-Leaseback (the "Lease-Leaseback Agreement") (the Site Lease, Sublease Agreement and Lease-Leaseback Agreement are collectively referred to herein as the "Lease-Leaseback Documents") between the District and Builder, and authorizing the filing of a validation complaint, in order to provide for the financing and modernization of existing school facilities, at nine school sites within the District (the "Project"); and

WHEREAS, the Lease-Leaseback Agreement provides that the District will undertake work incrementally as Division of the State Architect ("DSA") approvals of plans and timelines for construction allow with the Lease-Leaseback Documents as the basis for amendments for subsequent phases of the Project; and

WHEREAS, it is the intent of the Board that the Amendments to the Project be part of the validated Lease-Leaseback Documents, but stand alone from each other so to reflect the specific phase of the Project identified by each Amendment; and each may be subject to further amendments as required; and

WHEREAS, on April 1, 2008, the District entered into the First Amendment to the Lease-Leaseback Documents and modified the Lease-Leaseback Documents and Guaranteed Maximum Price ("GMP") accordingly; and

WHEREAS, on April 22, 2008, the Superior Court of the County of San Diego, issued a judgment validating the Lease-Leaseback Documents (Case No. 37-2008-00061653-CU-MC-EC, filed April 23, 2008); and

WHEREAS, on June 3, 2008, the District entered into the Second through Sixth Amendments to the Lease-Leaseback Documents for modernizations at five (5) school sites; and

WHEREAS, on September 2, 2008, the District entered into the Seventh through

Ninth Amendments to the Lease-Leaseback Documents (Phase III) for modernizations at five (5) school sites; and

WHEREAS, on October 21, 2008, the District entered into Amendments to the First through Fourth Amendments to the Lease-Leaseback Documents to make some clarifications to their terms; and

WHEREAS, on May 2, 2009, the District entered into Tenth through Thirteenth Amendments to the Lease-Leaseback Documents (Phase IV) for modernizations at four (4) school sites; and

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

WHEREAS, on May 4, 2010, the District entered into the Fourteenth Amendment (Phase V – Hill Creek School Solar Project); and

WHEREAS, on August 18, 2009, August 25, 2009, and January 18, 2011, the Board entered into further Amendments to the previously approved Phase IV amendments to modify work due to financing considerations; and

WHEREAS, the Division of the State Architect (“DSA”) approved plans for this Fifteenth Amendment (Phase IV – Hill Creek School Addition) of the Project on May 25, 2011; and

WHEREAS, the Board has determined that conditions precedent to issuance of the Notice to Proceed have been met and the Board is now ready to establish the final GMP for the Phase IV - Hill Creek School Addition portion of the Project.

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

1. Section 6 of the Lease-Leaseback Agreement for the Phase IV - Hill Creek Addition Phase of the Project shall be as follows:

The GMP for the Phase IV - Hill Creek School Addition Phase of the Project shall be Six Million Two Hundred Seventy-Six Thousand One Hundred Forty and No/100 Dollars (\$6,276,140.00), based upon the Construction and Scope of Work set forth in Exhibit A of this Agreement. The GMP is based upon DSA approved plans and specifications defined in "Exhibit A-Lease-Leaseback Agreement Fifteenth Amendment (Phase IV - Hill Creek School Addition)" and includes the prevailing wage rates described in Section 13 in effect at the time the work is bid pursuant to Section 4 herein. The GMP includes a lump sum of ten percent (10%) of the cost of construction pursuant to Exhibit B hereof for Builder's Fee, General Conditions, Bonds and Insurance Costs as further defined in Exhibit C hereof and the GMP includes a Builder's contingency, as described in section 8 hereof, of three and one-half percent (3.5%) on Construction Costs, subject to increase through Owner accepted Project savings.

The GMP also includes the general conditions listed in Exhibit C hereof, except for those listed as Owner or Reimbursable in Exhibit C. The final GMP shall be presented by Builder to the Board of Trustees of the District for approval at on or about the Board's June 21, 2011 meeting, based upon final plans and specifications for the Phase IV - Hill Creek School Addition phase of the Project. Once approved by the District, the Builder's proposal for the final GMP for Phase IV - Hill Creek School Addition and subsequent phases of the Project shall constitute amendments to this Agreement. The District will also maintain its own contingency of five percent (5%) which is included in the contractors GMP. Value engineered items after the GMP shall go to one hundred percent (100%) to the Builder's contingency. The Builder shall assume the risk of cost overruns which were foreseeable at the time this Agreement is entered into and the final GMP determined, except for unforeseen conditions, design error or omissions and events as set forth in section 29 hereof. Changes to the scope of the Project not contemplated in the Scope of Work (Exhibit A) shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. Builder acknowledges that the GMP constitutes sufficient consideration for the assumption of risk of costs by Builder. The GMP is a fee to Builder and Builder shall be entitled to any unused portions of it. The GMP shall include, but not be limited to, increases in labor and materials. Sublease payments and Construction Progress Payments by the District to Builder pursuant to Section 18 this Agreement and the Sublease shall be commensurate with the GMP. Unused allowances for SWPPP's, Access Panels, Spoils Removal, Elevator, Woodshop Electrical, Walk Off Mats, Project Safe Relocatable and Clocks

will revert direct to owner contingency. Savings or increase on buyout of allowances will revert to or be funded from owner contingency.

The remaining provisions of Section 6 of the Lease-Leaseback Agreement shall be as set forth in the Lease-Leaseback Agreement.

2. Exhibit A of the Lease-Leaseback Agreement shall be amended to reflect the final plans and specifications for Phase IV- Hill Creek School Addition phase of the Project. A new Exhibit A of the Lease-Leaseback, as amended, set forth as "Attachment 1" hereof entitled "Exhibit A Construction Services Agreement for Lease-Leaseback Fifteenth Amendment (Phase IV – Hill Creek School Addition) – Scope of Work," shall be added for Phase IV – Hill Creek School Addition phase of the Project.

3. A new Exhibit B of the Lease-Leaseback set forth as "Attachment 2" hereof entitled "Exhibit B Construction Services Agreement for Lease-Leaseback Fifteenth Amendment (Phase IV – Hill Creek School Addition) – Guaranteed Maximum Price Cost Summary" shall be added for the Phase IV – Hill Creek School Addition phase of the Project.

4. A new Exhibit C of the Lease-Leaseback, set forth as "Attachment 3" hereof entitled "Exhibit C Construction Services Agreement for Lease-Leaseback Fifteenth Amendment (Phase IV – Hill Creek School Addition)-General Conditions Breakdown" shall be added for Phase IV – Hill Creek School Addition phase of the Project

5. Exhibit A of the Sublease Agreement for Phase IV (Hill Creek School Addition) shall be in the form attached hereto as "Attachment 4." All other provisions of the Sublease Agreement shall remain in full force and effect for Phase IV of the Project, including the timelines for completion and payment, except that those provisions shall only be applicable to the Scope of Work listed in Exhibit A to the Lease-Leaseback Agreement, as amended, and to the Sites listed in Exhibit A to the Site Lease, as of the date of this Fifteenth Amendment.

6. The provisions of the Site Lease and Lease-Leaseback Agreement, as amended, shall remain in full force and effect for Phase IV – (Hill Creek School Addition) even though the originals of those documents refer only to the "Phase I" construction of twenty classrooms at Cajon Park School. All prior amendments and this Fifteenth Amendment (Phase IV – Hill Creek School Addition) shall be part of the validated Lease-Leaseback Documents, and changes in prior amendments not specifically applicable to a particular phase of the Project, including, for example, the changes to Paragraph A of Section 10 of the Lease-Leaseback, shall be applicable to all phases and amendments. Each Amendment shall stand alone from each other for the specific phase of work contemplated by each; and each may be subject to further amendments as required.

7. Hill Creek School Addition – Preliminary Schedule shall be added to the Lease-Leaseback Agreement and is attached hereto as Attachment 5.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Fifteenth Amendment (Phase IV – Hill Creek School Addition), in duplicate, as of the day and year first above written and agree that this Amendment shall constitute a binding modification to the Construction Services Agreement for Lease-Leaseback.

BUILDER/CORPORATION:

BARNHART BALFOUR-BEATTY, INC.

BY: _____ Dated: _____
Eric Stenman, President

DISTRICT:

SANTEE SCHOOL DISTRICT

BY: _____ Dated: _____
Karl Christensen, Assistant Superintendent, Business Services

**FIFTEENTH AMENDMENT
(PHASE IV – HILL CREEK SCHOOL ADDITION) TO
CONSTRUCTION SERVICES AGREEMENT FOR LEASE-LEASEBACK,
SITE LEASE, AND SUBLEASE AGREEMENT**

This Fifteenth Amendment (Phase IV - Hill Creek School - Addition) to Construction Services for Lease-Leaseback, Site Lease, and Sublease Agreement is made and entered into this 21st day of June, 2011, by and between the SANTEE SCHOOL DISTRICT (the "District") and Barnhart Balfour Beatty, Inc. (the "Builder") as follows:

WHEREAS, on February 2, 2008, the Governing Board of the District adopted Resolution No. 0708-16 (the "Resolution"), approving and authorizing the execution of a Site Lease, Sublease Agreement (the "Sublease Agreement"), and Construction Services Agreement for Lease-Leaseback (the "Lease-Leaseback Agreement") (the Site Lease, Sublease Agreement and Lease-Leaseback Agreement are collectively referred to herein as the "Lease-Leaseback Documents") between the District and Builder, and authorizing the filing of a validation complaint, in order to provide for the financing and modernization of existing school facilities, at nine school sites within the District (the "Project"); and

WHEREAS, the Lease-Leaseback Agreement provides that the District will undertake work incrementally as Division of the State Architect ("DSA") approvals of plans and timelines for construction allow with the Lease-Leaseback Documents as the basis for amendments for subsequent phases of the Project; and

WHEREAS, it is the intent of the Board that the Amendments to the Project be part of the validated Lease-Leaseback Documents, but stand alone from each other so to reflect the specific phase of the Project identified by each Amendment; and each may be subject to further amendments as required; and

WHEREAS, on April 1, 2008, the District entered into the First Amendment to the Lease-Leaseback Documents and modified the Lease-Leaseback Documents and Guaranteed Maximum Price ("GMP") accordingly; and

WHEREAS, on April 22, 2008, the Superior Court of the County of San Diego, issued a judgment validating the Lease-Leaseback Documents (Case No. 37-2008-00061653-CU-MC-EC, filed April 23, 2008); and

WHEREAS, on June 3, 2008, the District entered into the Second through Sixth Amendments to the Lease-Leaseback Documents for modernizations at five (5) school sites; and

WHEREAS, on September 2, 2008, the District entered into the Seventh through

Ninth Amendments to the Lease-Leaseback Documents (Phase III) for modernizations at five (5) school sites; and

WHEREAS, on October 21, 2008, the District entered into Amendments to the First through Fourth Amendments to the Lease-Leaseback Documents to make some clarifications to their terms; and

WHEREAS, on May 2, 2009, the District entered into Tenth through Thirteenth Amendments to the Lease-Leaseback Documents (Phase IV) for modernizations at four (4) school sites; and

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

WHEREAS, on May 4, 2010, the District entered into the Fourteenth Amendment (Phase V – Hill Creek School Solar Project); and

WHEREAS, on August 18, 2009, August 25, 2009, and January 18, 2011, the Board entered into further Amendments to the previously approved Phase IV amendments to modify work due to financing considerations; and

WHEREAS, the Division of the State Architect (“DSA”) approved plans for this Fifteenth Amendment (Phase IV – Hill Creek School Addition) of the Project on May 25, 2011; and

WHEREAS, the Board has determined that conditions precedent to issuance of the Notice to Proceed have been met and the Board is now ready to establish the final GMP for the Phase IV - Hill Creek School Addition portion of the Project.

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

1. Section 6 of the Lease-Leaseback Agreement for the Phase IV - Hill Creek Addition Phase of the Project shall be as follows:

The GMP for the Phase IV - Hill Creek School Addition Phase of the Project shall be Six Million One Hundred Eighty-Seven Thousand Two Hundred Twenty-Five and No/100 Dollars (\$6,187,225.00), based upon the Construction and Scope of Work set forth in Exhibit A of this Agreement. The GMP is based upon DSA approved plans and specifications defined in "Exhibit A-Lease-Leaseback Agreement Fifteenth Amendment (Phase IV - Hill Creek School Addition)" and includes the prevailing wage rates described in Section 13 in effect at the time the work is bid pursuant to Section 4 herein. The GMP includes a lump sum of ten percent (10%) of the cost of construction pursuant to Exhibit B hereof for Builder's Fee, General Conditions, Bonds and Insurance Costs as further defined in Exhibit C hereof and the GMP includes a Builder's contingency, as described in section 8 hereof, of three and one-half percent (3.5%) on Construction Costs, subject to increase through Owner accepted Project savings.

The GMP also includes the general conditions listed in Exhibit C hereof, except for those listed as Owner or Reimbursable in Exhibit C. The final GMP shall be presented by Builder to the Board of Trustees of the District for approval at on or about the Board's June 21, 2011 meeting, based upon final plans and specifications for the Phase IV - Hill Creek School Addition phase of the Project. Once approved by the District, the Builder's proposal for the final GMP for Phase IV - Hill Creek School Addition and subsequent phases of the Project shall constitute amendments to this Agreement. The District will also maintain its own contingency of five percent (5%) which is included in the contractors GMP. Value engineered items after the GMP shall go to one hundred percent (100%) to the Builder's contingency. The Builder shall assume the risk of cost overruns which were foreseeable at the time this Agreement is entered into and the final GMP determined, except for unforeseen conditions, design error or omissions and events as set forth in section 29 hereof. Changes to the scope of the Project not contemplated in the Scope of Work (Exhibit A) shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. Builder acknowledges that the GMP constitutes sufficient consideration for the assumption of risk of costs by Builder. The GMP is a fee to Builder and Builder shall be entitled to any unused portions of it. The GMP shall include, but not be limited to, increases in labor and materials. Sublease payments and Construction Progress Payments by the District to Builder pursuant to Section 18 this Agreement and the Sublease shall be commensurate with the GMP. Unused allowances for SWPPP's, Access Panels, Spoils Removal, Elevator, Woodshop Electrical, Walk Off Mats, Project Safe Relocatable and Clocks

will revert direct to owner contingency. Savings or increase on buyout of allowances will revert to or be funded from owner contingency.

The remaining provisions of Section 6 of the Lease-Leaseback Agreement shall be as set forth in the Lease-Leaseback Agreement.

2. Exhibit A of the Lease-Leaseback Agreement shall be amended to reflect the final plans and specifications for Phase IV- Hill Creek School Addition phase of the Project. A new Exhibit A of the Lease-Leaseback, as amended, set forth as "Attachment 1" hereof entitled "Exhibit A Construction Services Agreement for Lease-Leaseback Fifteenth Amendment (Phase IV – Hill Creek School Addition) – Scope of Work," shall be added for Phase IV – Hill Creek School Addition phase of the Project.

3. A new Exhibit B of the Lease-Leaseback set forth as "Attachment 2" hereof entitled "Exhibit B Construction Services Agreement for Lease-Leaseback Fifteenth Amendment (Phase IV – Hill Creek School Addition) – Guaranteed Maximum Price Cost Summary" shall be added for the Phase IV – Hill Creek School Addition phase of the Project.

4. A new Exhibit C of the Lease-Leaseback, set forth as "Attachment 3" hereof entitled "Exhibit C Construction Services Agreement for Lease-Leaseback Fifteenth Amendment (Phase IV – Hill Creek School Addition)-General Conditions Breakdown" shall be added for Phase IV – Hill Creek School Addition phase of the Project

5. Exhibit A of the Sublease Agreement for Phase IV (Hill Creek School Addition) shall be in the form attached hereto as "Attachment 4." All other provisions of the Sublease Agreement shall remain in full force and effect for Phase IV of the Project, including the timelines for completion and payment, except that those provisions shall only be applicable to the Scope of Work listed in Exhibit A to the Lease-Leaseback Agreement, as amended, and to the Sites listed in Exhibit A to the Site Lease, as of the date of this Fifteenth Amendment.

6. The provisions of the Site Lease and Lease-Leaseback Agreement, as amended, shall remain in full force and effect for Phase IV – (Hill Creek School Addition) even though the originals of those documents refer only to the "Phase I" construction of twenty classrooms at Cajon Park School. All prior amendments and this Fifteenth Amendment (Phase IV – Hill Creek School Addition) shall be part of the validated Lease-Leaseback Documents, and changes in prior amendments not specifically applicable to a particular phase of the Project, including, for example, the changes to Paragraph A of Section 10 of the Lease-Leaseback, shall be applicable to all phases and amendments. Each Amendment shall stand alone from each other for the specific phase of work contemplated by each; and each may be subject to further amendments as required.

7. Hill Creek School Addition – Preliminary Schedule shall be added to the Lease-Leaseback Agreement and is attached hereto as Attachment 5.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Fifteenth Amendment (Phase IV – Hill Creek School Addition), in duplicate, as of the day and year first above written and agree that this Amendment shall constitute a binding modification to the Construction Services Agreement for Lease-Leaseback.

BUILDER/CORPORATION:

BARNHART BALFOUR-BEATTY, INC.

BY: _____ Dated: _____
Eric Stenman, President

DISTRICT:

SANTEE SCHOOL DISTRICT

BY: _____ Dated: _____
Karl Christensen, Assistant Superintendent, Business Services

BACKGROUND

Since the 2007-08 school year, the Santee School District and the Grossmont Union High School District have offered an eighth grade Spanish I class during a zero period. Santee School District contracted with Grossmont High School District for a certificated teacher and use of Spanish I curriculum during this early morning course. At the height of enrollment in 8th grade Spanish, two classes were offered as well as transportation from this course to each child's home school.

For the 2010-11 school year, Santee School District offered one Spanish class at PRIDE Academy with a consistent enrollment of 25 eighth grade students and no transportation was provided to or from this class. After School Education and Safety Program (ASES) funding was used to support the sustainment of a Spanish class and no general funding was used to support the class.

Administration has continued to research available funding sources for an elective Spanish class for the 2011-2012 school year. ASES funding is not a continued, viable option. At this time, there are no fiscal resources to provide for the credentialed teacher and the curriculum for this elective. In addition, there is a lack of data to support the instructional impact for students who take this Spanish class and their success in high school Spanish.

RECOMMENDATION

Administration recommends the Board of Education approve the re-designation of ASES funding from the Spanish I class to student tutorial needs at PRIDE Academy directly benefitting a greater number of students.

This recommendation supports the following District goal:

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

FISCAL IMPACT

There is no fiscal impact. ASES funding used during the 2010-2011 school year for the Spanish class will be re-designated to student tutorial needs at the PRIDE Academy.

STUDENT ACHIEVEMENT

Administration recognizes the significance in offering students educational opportunities beyond core instruction. However, with diminishing fiscal resources, administration also recognizes the need to focus fiscal resources on the teaching and learning of core curriculum.

Motion: _____ Second: _____ Vote: _____

Agenda Item F.3.1.

BOARD POLICIES AND BYLAWS Item G.

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

Agenda Item G.

Board Policies and Bylaws Item G.1.1. First Reading: Revised Board Policy 6163.2, Animals at School

Prepared by Kristin Baranski
June 21, 2011

BACKGROUND:

Attached is the revised BP 6163.2, Animals at School, based upon California School Board Association's (CSBA) sample Board Policy. The current Board policy on animals in the classroom was updated on August 2010; however, a recent California court decision requires a modification to this policy.

A district is now obligated to permit an individual with a disability to use a service animal at school, when the work or task performed by the service animal is directly related to the individual's disability.

RECOMMENDATIONS:

This evening administration is presenting the revised Board Policy 6163.2, Animals at School, for a first reading. No action is requested. This policy will return to the Board on July 19, 2011 for a second reading and request for adoption.

FISCAL IMPACT:

There is no fiscal impact to the district by creating this policy.

STUDENT ACHIEVEMENT IMPACT:

Animals can contribute to the District's instructional program by being effective teaching aids to students and by assisting individuals with disabilities to access District programs and activities.

Motion: _____ Second: _____ Vote: _____

Agenda Item G.1.1.

ANIMALS AT SCHOOL

The Governing Board recognizes that animals can contribute to be an effective teaching aid and can help support the district's instructional program by being effective teaching aids to students and by assisting individuals with disabilities to access district programs and activities. In addition, instruction related to the care and treatment of animals teaches students a sense of responsibility and promotes the humane treatment of living creatures.

The Superintendent or designee shall develop rules and procedures to ensure that when animals are brought to school, the health, safety, and welfare of students, staff, and the animals are protected. ~~However, A teacher may bring an animal to school or arrange for students in his/her class to bring an animal to school for instructional purposes upon written permission from the principal or designee and subject to administrative regulation and other reasonable health, safety, and sanitation precautions. Teachers shall be responsible for ensuring that animals are strictly controlled and for ensuring that all such precautions are observed so as to protect both the students and the animal.~~

~~Individuals with disabilities may be accompanied by specially trained guide dogs, signal dogs, or service dogs on school premises or on school transportation.~~

~~When any animal is brought into the classroom, the principal or designee shall provide written notification to all parents/guardians of students in the affected class asking them to verify whether their child has any known allergies, asthma, or other health condition that may be affected by the animal's presence.~~

~~The district assumes no liability for the safety of animals allowed on district property voluntarily brought to school.~~

Legal Reference: (see next page)

ANIMALS AT SCHOOL (continued)

Legal Reference:

EDUCATION CODE

233.5 *Instruction in kindness to pets and humane treatment of living creatures*

39839 *Transportation of guide dogs, signal dogs, service dogs*

51202 *Instruction in personal and public health and safety*

51540 *Safe and humane treatment of animals at school*

CIVIL CODE

54.1 *Access to public places*

54.2 *Guide, signal, or service dogs, right to accompany*

GOVERNMENT CODE

810-996.6 *California Tort Claims Act, especially:*

815 *Liability for injuries generally; immunity of public entity*

835 *Conditions of liability*

VEHICLE CODE

21113 *Public grounds*

CODE OF REGULATIONS, TITLE 13

1216 *Transportation of property*

UNITED STATES CODE, TITLE 20

1400-1482 *Individuals with Disabilities Education Act*

UNITED STATES CODE, TITLE 29

794 *Rehabilitation Act of 1973, Section 504*

CODE OF FEDERAL REGULATIONS, TITLE 28

35.104 Definitions

35.136 Service Animals

COURT DECISIONS

Sullivan v. Vallejo City USD, 731 F.Supp. 947 (1990)

Management Resources:

FEDERAL REGISTER

Rules and Regulations, September 15, 2010, Vol.75, Number 178, pages 56164-56236

CSBA PUBLICATIONS

Indoor Air Quality: Governing Board Actions for Creating Healthy School Environments, Policy Brief, July 2008

Asthma Management in the Schools, Policy Brief, March 2008

WEB SITES:

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

American Society for the Prevention of Cruelty to Animals: <http://www.asPCA.org>

Humane Society of the United States: <http://www.hsus.org>

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

Board Policies and Bylaws Item G.2.1. Second Reading: BP 4020, Drug and Alcohol-Free Workplace
Prepared by Karl Christensen
June 21, 2011

BACKGROUND:

Board Policy 4020, Drug and Alcohol-Free Workplace was originally adopted on December 5, 1989 and amended by the Board of Education on May 5, 2009. The Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) requires that every person or organization awarded a contract or grant for procurement of any property or service from any State agency, must certify that it will provide a drug-free workplace by doing certain specified acts. The Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. Amending BP 4020 to include Contractors and Vendors is in alignment with the Drug-Free Workplace Act of 1990. A first reading of the proposed revisions to Board Policy 4020 was completed by the Board of Education at its June 7, 2011 meeting.

RECOMMENDATION:

It is recommended that the Board of Education approve the second reading of the proposed revisions to Board Policy 4020, "Drug and Alcohol-Free Workplace" and amend the adopted policy 4020 as presented.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

This is not a fiscal item.

STUDENT ACHIEVEMENT IMPACT:

This is a policy compliance item.

Motion:		Second:		Vote:		Agenda Item G.2.1.
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DRUG -FREE WORKPLACE

The Governing Board believes the maintenance of a drug-free workplace is essential to promoting quality school district operations. Accordingly, the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol is prohibited in the workplace. Employees who violate these prohibitions shall be disciplined, including the possibility of termination, or required to satisfactorily participate in a drug or alcohol abuse assistance or rehabilitation program.

In considering disciplinary action, the Board's decision shall be made in accordance with relevant state and federal laws, employment contracts, collective bargaining agreements, and district policies and practices.

As a condition of employment, each employee agrees to abide by the terms of this policy. It will be each employee's responsibility to notify the school district within five days if he or she is convicted of a criminal drug violation which occurred in the workplace.

The Board directs the Superintendent to develop procedures needed to implement this policy and comply with requirements of the Drug-free Workplace Act of 1988 as it may be amended from time to time.

Contractors and Vendors

The Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) requires that every person or organization awarded a contract or grant for procurement of any property or service from any State agency, must certify that it will provide a drug-free workplace by doing certain specified acts. The Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Contractors with whom the District contracts for public works projects through the formal bid process or consultants with whom the District contracts must agree that vendors, employees or agents of the contractor or consultant shall not in any way be impaired due to being under the influence of alcohol or an illegal drug(s) while performing services for the District or while on District property.

No such person shall possess an open container of alcohol or consume alcohol, or possess, or be under the influence of an illegal drug, nor shall they sell, offer, or provide alcohol or an illegal drug(s) to another person while on District property.

All District consultants, contractors, and vendors shall inform their employees and agents that are performing service for the District of the District's objective of a safe, healthful, and productive workplace and the prohibition of drug and alcohol use or impairment from same while performing such service for the District.

Each District consultant, contractor, and vendor shall, moreover, advise the District whether they have a policy or procedure for maintaining a drug free workplace at the consultant's, contractor's, or vendor's own place of business, and, if so, shall briefly describe it in writing to District officials.

Legal Reference:

EDUCATION CODE

44011 *Controlled substance offense*

44425 *Conviction of controlled substance offenses as grounds for revocation of credential*

44836 *Employment of certificated persons convicted of controlled substance offenses*

44940 *Compulsory leave of absence for certificated persons*

44940.5 *Procedures when employees are placed on compulsory leave of absence*

45123 *Employment after conviction of controlled substance offense*

45304 *Compulsory leave of absence for classified persons*

GOVERNMENT CODE

8350-8357 *Drug-free workplace*

UNITED STATES CODE, TITLE 20

7111-7117 *Safe and Drug Free Schools and Communities Act*

UNITED STATES CODE, TITLE 21

812 *Schedule of controlled substances*

UNITED STATES CODE, TITLE 41

701-707 *Drug-Free Workplace Act*

CODE OF FEDERAL REGULATIONS, TITLE 21

1308.01-1308.49 *Schedule of controlled substances*

Policy
adopted: December 5, 1989
revised: May 5, 2009

SANTEE SCHOOL DISTRICT
Santee, California

Board Policies and Bylaws Item G.2.2. Second Reading: BP 3101, Fund Balance Policy

Prepared by Karl Christensen
June 21, 2011

BACKGROUND:

The Governmental Accounting Standards Board (GASB) issued statement number 54 on March 11, 2009 which becomes effective for financial statements for fiscal years issued after June 15, 2010. GASB 54 is intended to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied and by clarifying the existing governmental fund type definitions.

Implementation of GASB 54 by Local Education Agencies requires adoption of a Board policy governing how components of fund balance are determined and reported. Attached for Board consideration is a proposed policy that codifies the requirements of GASB 54. The policy outlines that fund balance shall be composed of nonspendable, restricted, committed, assigned, and unassigned amounts and describes how committed and assigned amounts are created and terminated or changed. The policy also incorporates a Minimum Fund Balance equal to the minimum dictated by the State of 3% of total General Fund expenditures and other financing uses. A first reading of the proposed Board Policy 3101 was completed by the Board of Education at its June 7, 2011 meeting.

RECOMMENDATION:

It is recommended that the Board of Education review Board Policy 3101, "Fund Balance Policy" in a second reading, and adopt BP 3101 as presented.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

Compliance with the provisions of this policy shall be reviewed, presented and discussed as part of the Unaudited Actuals Financial Reporting process and presentation to the Board of Education, and the amounts of nonspendable, restricted, committed, assigned and unassigned fund balances shall be reported.

STUDENT ACHIEVEMENT IMPACT:

This is a policy compliance item.

Motion:		Second:		Vote:		Agenda Item G.2.2.
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FUND BALANCE POLICY

The Governmental Accounting Standards Board (GASB) issued Statement 54 (GASB 54) that goes into effect for fiscal year 2010-11 financial statements. This statement considerably alters the categories and terminology used to describe the components that compose fund balance. These changes are intended to enhance how fund balance information is reported by establishing new classifications that are easier to understand.

The District hereby establishes and will maintain components of Fund Balance, as defined herein, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This policy shall only apply to the District's governmental funds.

Fund Balance information is used to identify the available resources to repay long-term debt, reduce property taxes, add new governmental programs, expand existing ones, or enhance the financial position of the District, in accordance with policies established by the Board of Education.

Fund balance reporting is unique to governmental fund accounting. It has traditionally been broken into reservations and designations with the remainder being reported as undesignated/unreserved/unappropriated. GASB 54 implements a five-tier fund balance classification based on spending constraints on the use of these resources. The five classifications are:

1. Non-Spendable fund balance
2. Restricted fund balance
3. Committed fund balance
4. Assigned fund balance
5. Unassigned fund balance

Definitions

Fund Balance – refers to the difference between assets and fund liabilities in the governmental funds balance sheet and is referred to as fund equity.

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.

Classification of Fund Balance Amounts

When expenditures are incurred for purposes for which both restricted and unrestricted fund balance is available, restricted fund balance is considered to have been spent first unless legal requirements disallow it.

When expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications can be used, committed amounts should be reduced first, followed by assigned amounts and then unassigned amounts; unless the Board of Education has provided otherwise in its commitment or assignment actions.

Authority to Commit Funds

The Board of Education shall have the sole authority to commit funds. Any funds set aside as Committed Fund Balance requires the passage of a resolution by a simple majority vote. The passage of a resolution must take place prior to June 30th of the applicable fiscal year. If the actual amount of the commitment is not available by June 30th, the resolution must state the process or formula necessary to calculate the actual amount as soon as information is available.

Authority to Assign Funds

The Superintendent and Assistant Superintendent Business Services shall have authority to assign amounts of fund balance to a specific purpose; however, before expenditure, amounts must be appropriated by the Board of Education.

The Board of Education has the authority to set aside funds as Assigned Fund Balance with a simple majority vote. The same action is required to change or remove the assignment.

Minimum Level of Unassigned Fund Balance

The District is committed to maintaining a prudent level of financial resources to ensure adequate cash and protect against the need to reduce service levels because of temporary revenue shortfalls or unanticipated expenditures. The District's minimum fund balance policy requires a reserve for economic uncertainties consisting of unassigned amounts equal to 3% of general fund operating expenses and other financing uses.

Legal Reference: (see next page)

Legal Reference:

EDUCATION CODE

1240 Duties of county superintendent of schools
33127-33131 Standards and criteria for local budgets and expenditures
35035 Powers and duties of superintendent
35161 Powers and duties, generally, of governing boards
42103 Public hearing on proposed budget; requirements for content of proposed budget
42120-42129 Budget requirements
42132 Resolutions identifying estimated appropriations limit
42602 Use of unbudgeted funds
42610 Appropriation of excess funds and limitation thereon
44518-44519.2 Chief business officer training program
45253 Annual budget of personnel commission
45254 First year budget of personnel commission

GOVERNMENT CODE

7900-7914 Appropriations limit

CODE OF REGULATIONS, TITLE 5

15060 Standardized account code structure
15440-15451 Criteria and standards for school district budgets

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Governance: Budget Planning and Adoption, 2006
Maximizing School Board Governance: Understanding District Budgets, 2006
School Finance CD-ROM, 2005

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS

Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, September 2006

GOVERNMENTAL ACCOUNTING STANDARDS BOARD

Statement 34, Basic Financial Statements and Management's Discussion and Analysis - For State and Local Governments, June 1999

Statement 45, Accounting and Financial Reporting by Employers for Post-employment Benefits

Other Than Pensions, June 2004

WEB SITES

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

Association of California School Administrators: <http://www.acsa.org>

California Department of Education, Finance and Grants: <http://www.cde.ca.gov/fg>

California Department of Finance: <http://www.dof.ca.gov>

Fiscal Crisis and Management Assistance Team: <http://www.fcma.org>

Governmental Accounting Standards Board: <http://www.gasb.org>

Legislative Analyst's Office: <http://www.lao.ca.gov>

School Services of California, Inc.: <http://www.sscal.com>

Policy **SANTEE SCHOOL DISTRICT**
adopted:

Santee, California

BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS Item H.

Agenda Item H.

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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)
Agency Negotiator: Karl Christensen, Assistant Superintendent
Employee Organizations: Classified School Employees Association

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

RECONVENE TO PUBLIC SESSION Item J.

ADJOURNMENT Item K.