



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
 AGENDA
 July 1, 2014**

District Mission

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

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A. OPENING PROCEDURES – 7:00 p.m.

1. Call to Order and Welcome
2. District Mission
3. Pledge of Allegiance
4. Approval of Agenda

B. REPORTS AND PRESENTATIONS

- | | |
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| 1. Superintendent's Report | 7 |
| 1.1. Developer Fees and Collection Report | 8 |
| 1.2. Use of Facilities Report | 9 |
| 1.3. Enrollment Report | 10 |
| 1.4. Schedule of Upcoming Events | 11 |
| 2. Child Nutrition Services Update | 12 |

C. PUBLIC COMMUNICATION

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

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D. CONSENT ITEMS

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

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

Superintendent

- 1.1. **Approval of Minutes** 15
It is recommended that the Board of Education approve meeting minutes with any necessary modifications.

Business Services

- 2.1. **Approval/Ratification of Travel Requests** 27
It is recommended that the Board of Education ratify the authorization granted to personnel requesting out-of-district travel as listed in the item.
- 2.2. **Approval/Ratification of Revolving Cash Report** 29
It is recommended that the Board of Education approve/ratify revolving cash checks as listed.
- 2.3. **Acceptance of Donations** 31
It is recommended that the Board of Education accept donations listed in the item and authorize letters of appreciation to be sent on behalf of the Board.
- 2.4. **Approval of Consultants and General Service Providers** 32
It is recommended that the Board of Education approve agreements with Consultants and General Service Providers as presented.
- 2.5. **Approval/Ratification of Expenditure Transactions Charged to District Issued Purchasing Cards (P-Cards)** 34
It is recommended that the Board of Education approve/ratify expenditure transactions charged to District P-Cards for the month of May 2014.
- 2.6. **Approval of Uniform Complaint Quarterly Report Required by the Williams Settlement** 38
It is recommended that the Board of Education approve the Uniform Complaint Report for the quarter ending June 30, 2014
- 2.7. **Attorney-Client Retainer Agreement with the Law Firm of Stutz Artiano Shinoff & Holtz, APC** 39
It is recommended that the Board of Education approve the Attorney-Client Retainer Agreement with the Law Firm of Stutz Artiano Shinoff & Holtz, APC.

Capital Improvement Program

- 3.1. **Approval of Final Change Order and Contract Amount for the Pepper Drive School 10-Classroom Addition Project** 43
It is recommended that the Board of Education approve the Final Contract Change Order #001 in the amount of \$18,879 and the final contract amount of \$6,669,512 for the Pepper Drive School 10-Classroom Addition Project.

Educational Services

- 4.1. **Adoption of Resolution #1415-01 Designating Personnel and Approval of 2014-15 Child Development Services Contract** 49
It is recommended that the Board of Education approve the 2014-15 contract for child development services to operate the State Preschool Program with the California Department of Education and adoption of Resolution #1415-01 designating personnel to sign contract documents for fiscal year 2014-15.

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4.2. <u>Approval of Annual Evaluation of the Alternative Education School</u>	58
It is recommended that the Board of Education approve the Annual Evaluation of the Santee Alternative Education School.	
4.3. <u>Approval of the 2014-15 Consolidated Application and Reporting System (CARS) Application for Funding</u>	76
It is recommended that the Board of Education approve the Consolidated Application and Reporting System (CARS) Application for Funding for the 2014-15 school year.	
4.4. <u>Approval of Agreement with Lozano Smith Attorneys at Law</u>	78
It is recommended that the Board of Education approve the Agreement with Lozano Smith Attorneys at Law for legal services on an as-needed basis for the term of July 1, 2014 through June 30, 2015.	
4.5. <u>Approval of Nonpublic Agency Master Contract with Dependable Nursing for Nursing Services</u>	81
It is recommended that the Board of Education approve the Nonpublic Agency Master Contract with Dependable Nursing for nursing services for the term of July 1, 2014 through June 30, 2015.	
4.6. <u>Approval of Nonpublic Agency Master Contract with ABA Education Foundation for Behavioral Support</u>	82
It is recommended that the Board of Education approve the Nonpublic Agency Master Contract with ABA Education Foundation for behavioral support for the term of July 1, 2014 through June 30, 2015.	
4.7. <u>Approval of Nonpublic Agency Master Contract with Soliant Health for Gross Motor Services</u>	83
It is recommended that the Board of Education approve the Nonpublic Agency Master Contract with Soliant Health for gross motor services for the term of August 25, 2014 through December 19, 2014.	
4.8. <u>Approval of Nonpublic Master Contract with Oak Grove Institute and Jack Weaver School for Residential Treatment Center Services and Nonpublic School Services</u>	84
It is recommended that the Board of Education approve the Nonpublic Master Contract with Oak Grove Institute and Jack Weaver School for one student for the term of July 1, 2014 through July 14, 2014.	
4.9. <u>Approval of Nonpublic Agency Master Contract with Advantage On-Call d/b/a PHS Therapy for Speech Therapy</u>	86
It is recommended that the Board of Education approve the Nonpublic Agency Master Contract with Advantage On-Call d/b/a PHS Therapy for 1.5 FTE speech therapists for the term of August 13, 2014 through June 30, 2015.	
4.10. <u>Approval of Nonpublic Master Contract with San Diego Center for Children for Residential Treatment Center Services and Nonpublic School Services</u>	87
It is recommended that the Board of Education approve the Nonpublic Master Contract with San Diego Center for Children for Residential Treatment Center (RTC) services and San Diego Center for Children Academy for Nonpublic School (NPS) services for one student for the term of July 1, 2014 through June 30, 2015.	
Human Resource/Pupil Services	
5.1. <u>Personnel, Regular</u>	89
It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations, and dismissals.	

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5.2. <u>Approval of Medi-Cal Administrative Activities (MAA) Agreement with Orange County Department of Education</u>	91
It is recommended that the Board of Education approve the Medi-Cal agreement with Orange County Department of Education.	
5.3. <u>Approval to Increase Work Hours for Identified Classified Non-Management Position</u>	109
It is recommended that the Board of Education approve the increase in work hours for the identified classified non-management position.	
5.4. <u>Approval of Various Short Term Positions</u>	110
It is recommended that the Board of Education approve the short term positions.	
5.5. <u>Approval of New Probationary Employee – District Nurse</u>	112
It is recommended that the Board of Education approve probationary status for the District Nurse.	
E. DISCUSSION AND/OR ACTION ITEMS	113
<i>Members of the audience wishing to address the Board about any of the following items should submit a request to speak card in advance.</i>	
Business Services	
1.1 <u>Approval of Monthly Financial Report</u>	114
It is recommended that the Board of Education approve the Monthly Financial Report.	
1.2. <u>Adoption of Environmental Categorical Exemption for an Irrigation Water Well System at Pepper Drive School</u>	117
It is recommended that the Board of Education approve an Environmental Categorical Exemption for engineering, design, and construction of a deep irrigation water well system at Pepper Drive School and authorize staff to file a Notice of Exemption with the County Clerk.	
1.3. <u>Authorization to Disseminate a Request for Proposal (RFP) for Deep Irrigation Water Well System Engineering, Design and Construction at Pepper Drive School</u>	124
It is recommended that the Board of Education authorize use of Uniform Public Construction Cost Accounting Act informal bid procedures for disseminating an RFP for deep irrigation water well system engineering, design and construction at Pepper Drive School.	
1.4. <u>Approval to Award the Acquisition and Installation of the Ruckus Wireless Network Request for Proposal to Datel Systems, Inc.</u>	126
It is recommended that the Board of Education approve the award for acquisition and installation of the Ruckus Wireless Network RFP to Datel Systems, Inc.	
Educational Services	
2.1. <u>Approval for Digital Learning Initiative:</u>	128
• <u>Developing Teacher Leadership for Integrating Technology into Learning</u> It is recommended that the Board of Education approve the Services Agreement with the University of San Diego to support the Digital Learning Initiative.	
F. BOARD POLICIES AND BYLAWS	135
1.1. <u>First Reading: BB 9270 Conflict of Interest – Biannual Review</u>	136
Board Bylaw 9270, Conflict of Interest is presented to the Board of Education in a first reading as per Government Code Section 87306.5 requirement to review biennially. No action is requested.	

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G. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS	143
H. CLOSED SESSION	144
1. <u>Conference with Labor Negotiator</u> (Gov. Code § 54957.6) <i>Purpose: Negotiations</i> <i>Agency Negotiators: Tim Larson, Assistant Superintendent</i> <i>Karl Christensen, Assistant Superintendent</i> <i>Employee Organization: Santee Teachers Association (STA)</i>	
2. <u>Conference with Labor Negotiator</u> (Gov. Code § 54957.6) <i>Purpose: Negotiations</i> <i>Agency Negotiators: Tim Larson, Assistant Superintendent</i> <i>Karl Christensen, Assistant Superintendent</i> <i>Employee Organization: Classified School Employees Association (CSEA)</i>	
3. <u>Conference with Legal Counsel - Anticipated Litigation</u> (Gov. Code § 54956.9) <i>- One Case</i>	
4. <u>Conference with Real Property Negotiators</u> (Govt. Code § 54956.8) <i>Property Addresses:</i> <ul style="list-style-type: none">• <i>Parcels 383-112-05 and 383-112-28 located on the north side of Prospect Avenue east of Marrokal Lane (known as the Renzulli Site)</i>• <i>10335 Mission Gorge Road, Santee 92071 (formerly known as Santee School Site)</i> <i>Agency Negotiator: Karl Christensen, Assistant Superintendent</i>	
5. <u>Public Employee Performance Evaluation</u> (Govt. Code § 54957) <i>Superintendent</i>	
I. RECONVENE TO PUBLIC SESSION	144
J. ADJOURNMENT	144

Please note: Per SB 343, the supporting documents for this meeting agenda are available in the lobby at the Santee School District Office, located at 9625 Cuyamaca St., Santee, CA 92071 and will be available for viewing at the meeting. The next regular meeting of the Board of Education is scheduled for August 5, 2014, at 7:00 p.m., in the Douglas E. Giles Educational Resource Center. Santee School District complies with the Americans with Disabilities Act. If you require reasonable accommodations including alternate formats for this meeting, contact the Superintendent's Office at (619) 258-2304 at least two (2) days before the meeting date.

Members present:

Fox
 Burns
 Ryan
 Levens-Craig
 El-Hajj

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

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

2. District Mission

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

3. Presentation of the Colors and Pledge of Allegiance

4. Approval of Agenda for the July 1, 2014 regular meeting

Agenda Item A.

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

The following items are presented for Board information:

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

Agenda Item B.

DEVELOPER FEES COLLECTION REPORT

2013-14

CUMULATIVE THROUGH JUNE 18, 2014

Residential Rate: \$1.98 per square foot over 500 - effective 6/17/12 - 5/4/14; \$2.08 per square foot - effective 5/5/14
 Commercial Rate: \$0.32 per square foot - effective 6/17/12 - 5/4/14; \$0.33 per square foot - effective 5/5/14
 Self Storage Rate: \$0.14 per square foot - effective 4/20/10

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

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

**Fee Exempt - Senior / Elder Care Facility

***Fee Exempt - Less than 500 square feet

Requests For Use Of Facilities - July 1, 2014						
Group	Location	Date	Days	Time	Attendance	Fees Applied
Carlton Hills AYSO (Soccer)	Field	6/1/14 - 12/31/14	Mon - Fri	4:00 pm - dark		
Carlton Oaks DC Trip (Teachers & Parents Orientation Meeting)	Multi-Purpose	6/16/14	Monday	6:00 pm - 7:00 pm	50	
PTA (PTA Sponsored Car Show)	Back Parking Lot Lawn	9/20/14	Saturday	7:00 am - 6:00 pm	300	\$269.00
Chet F. Harritt East Coast Trip (Teachers & Parents Meeting)	Classroom	6/10/14	Tuesday	5:30 pm - 6:30 pm	30	
Former Santee School Site Ramona Paving & Construction/City of Santee's Contractor (for Buena Vista/Railroad Avenue Project CIP 2010-06)	Staging Yard Construction (clean soil material)	5/29/14 - 12/31/14	Mon - Sun	24 hours		\$500.00/mo

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

Santee School District
 ENROLLMENT REPORT
 6/25/2014**
 Month 11 Week 3

SCHOOL	REGULAR ED														SPECIAL ED										Total All							
	TK	EAK 5yo	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	06/25/14	6/19/2013*	# Diff	% Diff	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	06/25/14	6/19/2013*	# Diff	% Diff	06/25/14	06/20/14	# Diff	
Cajon Park			107	117	108	96	116	110	120	111	105	990	982	8	0.8%	4	3	7	13	6	5	5	7	9	59	62	-3	-4.8%	1049	1049	0	
Carlton Hills	23	25	51	49	43	42	46	38	49	65	62	493	513	-20	-3.9%	4	4	2	5	2	4	5	4	3	33	29	4	13.8%	526	526	0	
Carlton Oaks			59	86	66	93	89	97	80	95	119	784	787	-3	-0.4%	8	5	6	6	5	5	4	8	7	54	53	1	1.9%	838	840	-2	
Chet F. Harritt	23	22	62	53	63	69	50	69	45	47	55	558	553	5	0.9%	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	558	559	-1
Hill Creek		24	71	76	71	83	77	90	93	68	80	733	739	-6	-0.8%	1	0	2	3	3	2	3	0	0	14	16	-2	-12.5%	747	748	-1	
Pepper Drive			116	97	94	91	88	70	87	69	72	784	768	16	2.1%	0	0	0	0	0	0	0	0	6	6	10	-4	-40.0%	790	790	0	
Prospect Ave	22	23	65	80	61	56	63	47	57	47	45	566	574	-8	-1.4%	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	566	567	-1
Rio Seco			97	107	120	84	103	113	103	116	95	938	951	-13	-1.4%	4	3	8	4	6	5	6	8	8	52	43	9	20.9%	990	991	-1	
Sycamore Canyon		24	44	50	57	55	38	44	44	0	0	356	318	38	11.9%	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	356	356	0	
SUBTOTAL	68	118	672	715	683	669	670	678	678	618	633	6202	6185	17	0.3%	21	15	25	31	22	21	23	27	33	218	213	5	2.3%	6420	6,426	-6	
Alternative School			1	4	1	4	7	4	5	5	12	43	46	-3	-6.5%														43	43	0	
Santee Success									2	8	5	15	15	0	0.0%								1	1	1	1			16	16	0	
NPS												0	0						1		2	3			6	2	4	200.0%	6	6	0	
SUBTOTAL			1	4	1	4	7	4	7	13	17	58	61	-3	-4.9%	0	0	0	0	1	0	2	3	1	7	3	4	133.3%	65	65	0	
TOTAL	68	118	673	719	684	673	677	682	685	631	650	6260	6,246	14	0.2%	21	15	25	31	23	21	25	30	34	225	216	9	4.2%	6485	6,491	-6	

*Last day of school 2013 ** Last day of school 2014

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

	PK	EAK 4yo	
Cajon Park	3	0	1052
Carlton Hills	0	0	526
Chet F Harritt	0	0	558
Hill Creek	0	0	747

Schedule of Upcoming Events

Date	Event
July 1	Board Meeting; 7:00 p.m.
July 4	Holiday – District Offices Closed
July 15	No Board Meeting (Canceled)
August 5	Board Meeting; 7:00 p.m.
August 19	Board Meeting; 7:00 p.m.
August 25	First Day of School for Students
September 1	Labor Day Holiday Schools and Departments Closed
September 2	Board Meeting; 7:00 p.m.
September 16	Board Meeting; 7:00 p.m.
October 7	Board Meeting; 7:00 p.m.
October 21	Board Meeting; 7:00 p.m.
November 4	Board Meeting; 7:00 p.m.
November 10	Professional Day – No School
November 11	Veterans' Day Holiday Schools and Departments Closed
November 24-28	Schools Closed for Thanksgiving Holiday

BACKGROUND:

The Child Nutrition Services department provides breakfast and lunch meals, supper, as well as snacks and a la carte items, for students throughout the District and operates with a \$2.4 million annual budget. Last year there were significant alterations made to Federal regulations regarding the nutritional and component requirements for meals served which resulted in menu and portion changes.

Tonight, Cathy Abel, Director of Child Nutrition Services, will provide the Board of Education a summary of operations during the 2013-14 school year, and changes for 2014-15.

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.

CONSENT ITEMS Item D.

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 D.

Consent Item D.1.1. Approval of Minutes
Prepared by Cathy A. Pierce, Ed.D.
July 1, 2014

BACKGROUND:

Presented for Board approval –

- June 17, 2014, regular meeting minutes
- June 19, 2014, special meeting minutes

RECOMMENDATION:

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

Motion: _____ Second: _____ Vote: _____ Item D.1.1.

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

June 17, 2014
MINUTES

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

A. OPENING PROCEDURES

1. Call to Order and Welcome

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

Members present:

Ken Fox, President
Dustin Burns, Vice President
Barbara Ryan, Clerk
Elana Levens-Craig, Member (left at 8:40 p.m.)
Dianne El-Hajj, Member (arrived at 8:30 p.m.)

Administration present:

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

2. President Fox invited the audience to recite the District Mission and then invited Member Levens-Craig to lead the members, staff, and audience in the Pledge of Allegiance.
3. Approval of Agenda
It was moved and seconded to approve the agenda.

Motion:	Burns	Fox	Aye	Levens-Craig	Aye
Second	Ryan	Burns	Aye	El-Hajj	Not Present
Vote:	4-0	Ryan	Aye		

Superintendent Pierce mentioned the Lakeside Union School District Board had approved Laura Spencer as their new Director of Technology. She thanked and acknowledged Dr. Spencer for her service to Santee School District.

B. REPORTS AND PRESENTATIONS

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

2. Spotlight: Junior Olympics – Appreciation to Kiwanis and Santee Teachers
Superintendent Pierce mentioned the Santee Kiwanis Club has provided the Junior Olympics event for our students for over 30 years. Each year, on the first Saturday in June, one of the local high schools is inundated with students from Santee School District who have worked diligently with their classroom teachers to compete in a variety of track and field events. She introduced the Kiwanians and teachers and President Fox presented the Santee Kiwanis Club and each teacher with a certificate of appreciation.

3. Spotlight: PTA Presidents
Superintendent Pierce expressed the District's gratitude towards the PTA Presidents for their service, leadership, and advocacy for the children and parents. President Fox presented each PTA President with a certificate of appreciation.

C. PUBLIC COMMUNICATION

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

D. PUBLIC HEARINGS

1. Use of Education Protection Account Funds for 2014-15

President Fox mentioned the district estimates that it will receive \$5,730,321 in Education and Protection Account (EPA) funds for the 2014-15 fiscal year. Adoption of Resolution #1314-24 designates that these funds will be used to pay a portion of unrestricted certificated teacher salaries as described in agenda item F.3.2. President Fox opened the public hearing on the Use of Education Protection Account Funds for 2014-15. 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 Fox invited comments from the public on any item listed under Consent.

- 2.1 Approval/Ratification of Travel Requests
- 2.2 Approval/Ratification of Expenditure Warrants
- 2.3 Approval/Ratification of Purchase Orders
- 2.4 Approval/Ratification of Revolving Cash Report
- 2.5 Acceptance of Donations
- 2.6 Approval of Consultants and General Service Providers
- 2.7 Approval/Ratification of Annual Agreements for 2014-15
- 2.8 Adoption of Resolution No. 1314-39 To Claim Lost Days for the State Preschool Program Due to Fire Threat
- 2.9 Adoption of Resolution No. 1314-40 to Commit the 2013-14 Ending Fund Balance in Fund 14
- 2.10 Adoption of Resolution No. 1314-41 to Commit the 2014-15 Ending Fund Balance in Fund 14 and Fund 17
- 3.1 Approval of Nonpublic Agency Master Contract with Vista Hill d/b/a Learning Assistance Center and GPS Services for Educationally Related Mental Health Services (ERMHS)
- 3.2 Approval of Nonpublic Agency Master Contract with ProCare Therapy, Inc. for an Adapted Physical Education (APE) Therapist
- 3.3 Approval of Nonpublic Agency Master Contract with Maxim Healthcare for Nursing Services
- 3.4 Approval of Nonpublic Agency Master Contract with Excel Home Health for Nursing Services
- 3.5 Approval of Extended Field Trip for Carlton Hills 7-8 Grade Students to H&M Landing in San Diego
- 4.1 Personnel, Regular
- 4.2 Approval of Revisions to Coordinator, Instructional Technology Job Description and Appointment of Coordinator – *pulled for separate consideration*

It was moved and seconded to approve Consent Items with the exception of E.4.2., which was pulled for separate consideration.

Motion:	Burns	Fox	<u>Aye</u>	Levens-Craig	<u>Aye</u>
Second	Ryan	Burns	<u>Aye</u>	El-Hajj	<u>Not Present</u>
Vote:	4-0	Ryan	<u>Aye</u>		

4.2. Approval of Revisions to Coordinator, Instructional Technology Job Description and Appointment of Coordinator (pulled by Member Burns for separate consideration)

Member Burns acknowledged Dan Prouty's appointment as Coordinator, Instructional Technology. He moved approval.

Motion: Burns	Fox <u>Aye</u>	Levens-Craig <u>Aye</u>
Second Levens-Craig	Burns <u>Aye</u>	El-Hajj <u>Not Present</u>
Vote: 4-0	Ryan <u>Aye</u>	

F. DISCUSSION AND/OR ACTION ITEMS

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

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

Karl Christensen explained that at the May 20th meeting, the Board accepted the highest oral bid for sale of the Renzulli Property from M Grant Real Estate Inc. for the amount of \$5,275,000. The next step in the process is to execute a Purchase and Sale Contract to open escrow and begin the six month Initial Contingency period during which the developer will work with the City of Santee to obtain rezoning and entitlement of the property for residential development. Mr. Grant has already provided the District with a check for \$105,500 for the initial deposit. Michael Grant was present and was asked to introduce himself and provide a brief highlight of his company and the development work they have done in Santee. Mr. Grant expressed his gratitude towards the Board for allowing him to acquire the property. He mentioned he was a local developer and resident of East County and his company had been involved in the development of four residential subdivisions on Prospect Avenue; one directly across the street from the Renzulli property. Mr. Grant explained he was already working with the City on rezoning of the property. Mr. Christensen acknowledged Mr. Grant's generous donation towards the Santee School District Foundation Golf Tournament. Member Burns moved to approve the purchase and sale contract. Member Ryan asked if the district was bound to a six-month escrow process. Mr. Christensen explained escrow could close sooner. Mr. Grant explained the process with the City would require a general planning amendment and rezoning of property. This process would begin as soon as they submit a preliminary application to the City. In return, the City would hold a public hearing where they consider a general plan amendment. The City would then move forward with the applicant to process a formal application. The City would hold a public hearing and vote to approve the general plan amendment and rezoning at the following meeting. Once this is completed, the subdivision process begins. This requires getting the tentative subdivision plan approved and then the final subdivision plan approved. Member Burns moved approval for the purchase sale contract for the purchase of the Renzulli property.

Motion: Burns	Fox <u>Aye</u>	Levens-Craig <u>Aye</u>
Second Ryan	Burns <u>Aye</u>	El-Hajj <u>Not Present</u>
Vote: 4-0	Ryan <u>Aye</u>	

1.2. Irrigation Water Well System at Pepper Drive

Karl Christensen explained that with the construction of the 10-classroom addition at Pepper Drive, the upper turf field was removed and only a large dirt area behind the building remains. Construction projects require obtaining a Storm Water Pollution Prevention Plan (SWPPP) permit and one was obtained for the 10-classroom addition project before replacement of the turf field was removed from the project for lack of funds. Consequently, the SWPPP cannot be completely closed out until a remedy is put in place to prevent silt from draining off the site and entering the storm water system. He explained a viable remedy for this would be to replace the turf field but this would require either an upgrade to the current water delivery system for adequate irrigation pressure or installation of a water well. Staff is currently in discussion with the County of San Diego for a joint-use grant to pay for the new field which could include paying for the water well. Initial discussions indicate this possibility holds some promise. Therefore, staff would like to include installation of a water well in this project. If the Board is amenable to this

solution, staff would notify Helix Water of the district's intention to install a water well and come back to the July 1st Board meeting for approval to submit a CEQA exemption and authorization to disseminate an RFP for digging the water well and installing the necessary equipment. Mr. Christensen noted that, similar to the Hill Creek project, this type of an undertaking has an inherent risk of incurring \$50k to \$60k in cost for digging the well and not finding sufficient water pressure. It is the district's hope to get joint-use funds for the turf field and water well projects. However, if the district is only able to allocate funds for the turf field, SIP funds and/or developer fees could be used for the water well project. Member Levens-Craig inquired on the probability of finding water. Mr. Christensen explained there was a 95% chance of finding water at Hill Creek and this project is approximately 90%. She also inquired on the relationship with Helix Water District. Mr. Christensen explained the district has minimal contact with Helix Water District. However, he believes staff does have contacts. Member Levens-Craig asked if neighboring districts had wells. Mr. Christensen explained Grossmont Union High School District has one at Vahalla; and West Hills. Member Burns inquired on the location of the well. Mr. Christensen would get the exact location. President Fox clarified that the issue would be brought back to the Board for additional direction if no water was found. Mr. Christensen explained water was found at Hill Creek reaching 400-500 feet. However, they had to dig to approximately 800-900 feet until adequate water pressure was found. Member Levens-Craig inquired on the project's timeline. Mr. Christensen will provide a timeline to the Board. Member Ryan mentioned there was a greater probability of obtaining funding since the Board of Supervisors increased their community development budget to \$2 million and the district had a good working relationship with Dianne Jacob.

2.1. Presentation on Digital Learning Initiative

Dr. Stephanie Pierce explained with implementation of CCSS and SBAC, the district has worked to transform practices, processes and structures for student learning. Another change this year has been the LCAP, a strategic planning tool based on stakeholder input. From this stakeholder input, the district developed several goals and action steps. Seven of these action steps are specific to our digital initiative with the end in mind of improving student learning. She mentioned staff would present on these action steps relative to our digital initiative.

Dr. Laura Spencer, Coordinator of Technology, shared the curricular opportunities available for students through their digital devices. She also shared the resources created to help teachers make the transition to digital learning (i.e., follow-up support before- and after-school, iPad 101 and iPad 201 workshops, and the digital learning teacher guide, etc.). Dr. Spencer shared a list of teacher and student iPad applications and a video of a third grade student using an application to develop a book review.

Bernard Yeo, Director of Technology, discussed the components needed in place to support the digital learning initiative. In particular the mobile device manager used to manage the installation and distribution of apps and ensure the safety and security of the device and of students. Mr. Yeo explained the device manager allows for the district to push apps to teachers and for teachers to push apps to the student iPads.

Bonner Montler, Coordinator of Assessment and English Learner, shared information on the DreamBox Learning Program pilot and teacher and student feedback. Ms. Hammack, teacher at PRIDE Academy, described using the program in the classroom and noticing high student engagement and the ability for students to work at their own level. Ms. Hammack shared being able to see a progress report for each student. Jared Sarbas, a student in Ms. Hammack's class, described enjoying the use of DreamBox and encouraged the Board to support the purchase of the program. Mr. Eveland explained the importance of DreamBox being an adaptive program, which means, the program will conform to the students' answers and tailor the lesson based on the students' ability. Williams Pince and Shala Malone, students in Mr. Eveland's class, shared their experiences of using DreamBox in their classroom. Member Levens-Craig asked the students if it took them a while to understand the program. The students responded the program was very easy to understand and use.

Eileen Moreno described the components of Safari Montage including the K-8 super core content package and creation station. These allow teachers to integrate volumes of digital images and videos into their instruction and provide the district with a comprehensive solution for the distribution of digital media and visual instruction. Teachers will be able to use this program to provide real life applications, to build students' background knowledge, substantiate reading material, and to present diverse and varied opinions; all of which support common core standards.

2.2. Adoption of 2014-15 Local Control Accountability Plan

Dr. Pierce presented the 2014-15 Local Control Accountability Plan for approval. Member Ryan moved approval.

Motion:	Ryan	Fox	Aye	Levens-Craig	Aye
Second	Burns	Burns	Aye	El-Hajj	Not Present
Vote:	4-0	Ryan	Aye		

2.3. Presentation on California Common Core State Standards 8th Grade Mathematics

Dr. Pierce shared staff would be speaking about the district's implementation of common core standards to 8th grade mathematics. She explained the new framework and assessment system, and new standards have shifted 8th grade mathematics. The standards contain three principles on achievement in higher mathematics: focus, coherence, and rigor.

Dr. Pierce explained the common core standards call for greater focus in mathematics. Rather than racing to cover many topics in a mile-wide, inch-deep curriculum, the standards ask math teachers to significantly narrow and deepen the way time and energy is spent in the classroom. Mathematics is not a list of disconnected topics, tricks, or mnemonics. It is a coherent body of knowledge made up of interconnected concepts. Therefore, the standards are designed around coherent progressions from grade to grade. Learning is carefully connected across grades so that students can build new understanding onto foundations build in previous years. Each standard is not a new event, but an extension of previous learning. Rigor is related to reaching a high cognitive complexity. Children are being asked to think more deeply, justify their thinking, and understand there many different ways to solve a problem.

Jennifer Rolf, teacher at Pepper Drive, explained the curriculum shifts implemented by the new common core standards. Ms. Rolf explained 60% of the previous state standards overlap with the new common core state standards. Geometry and Statistics/Probability are recently added state standards; previously at the 6th and 7th grade level and now being shifted to the 8th grade level. Quadratics and Rational Expressions were removed and added to higher level mathematics. Overarching all the common core standards are eight mathematical practices which will drive the common core curriculum.

- Make sense of problems and persevere in solving them
- Reason abstractly and quantitatively
- Construct viable arguments and critique the reasoning of others
- Model with mathematics
- Use appropriate tools strategically
- Attend to Precision
- Look for and make use of structure
- Look for and express regularity in repeated reasoning

These give students an opportunity to enter the lesson at different levels, referred to as low-level, high ceiling. Ms. Rolf mentioned teachers have become the facilitator of learning versus the disseminator of information.

Cindi Schultz, PRIDE Academy 7/8 grade teacher, explained the piloting of the SBAC testing was an assessment shift. The SBAC testing is assessing on 8th grade mathematics and not on Algebra I anymore. Algebra I is no longer being offered at 8th grade. Teachers want to make sure public accountability is covered and that students are

being taught on what they are being assessed. She noticed the SBAC testing was rigorous and the types of questions being asked were not just multiple choice. Students had to write, explain, and draw pictures/graphs on one understanding of a concept. Ms. Schultz also noticed there were a lot of concepts that they hadn't addressed this year. These included geometry, statistics and probability pieces that were covered in 6-7th grade, they were not addressed in 8th grade. Moving forward, teachers are looking into giving interim assessments in Trimester 1 and 2. These interim assessments would be summative. Teachers will be able to track improvement from the beginning of the school year. The interim assessment in Trimester 2 would show how much students learned and grown over the year. Teachers would use this data to assist in preparing students for SBAC testing.

Mark Robbins, Rio Seco 8th grade teacher, discussed instructional shifts. Prior to the use of iPads, teachers would use a text book to plan their lessons. Chapters would be broken down by days and monthly lessons were developed. Teachers would meet again a few months later and they would find they were at a different pace. This summer, the mathematics leadership team will be creating and forming tasks on the units they have developed and collaborating with the teachers to get them excited on the new instructional shifts. Mr. Robbins extended an invitation to the Board to visit their 8th grade math classes to observe the student engagement.

Dr. Pierce commended the mathematics leadership team for their work. She shared the next steps include aligning the curriculum with CPM, which is on the state approved list. The district is looking into working with Grossmont Union High School District on an option to offer a zero period Algebra course. The district is exploring online options and also looking at which Santee teachers are credentialed to teach algebra. Member Levens-Craig asked what options students have if they want to take Spanish and algebra. Dr. Pierce explained the students would have to make a choice as to which course they would take; as taking extra periods can be overwhelming. Member Burns mentioned his preference would be to utilize Santee teachers to teach a zero period versus contracting Grossmont Union High School. By using Santee School District teachers, the course would be accessible to more students in form of a zero period or 7th period.

Bonner Montler, Coordinator for Assessment and English Learner, mentioned the implementation of common core has shifted the way of looking at student achievement and their readiness to receive curriculum at 8th grade. Before, the district administered a summative test at the end of 7th grade. The information was provided to 8th grade teachers to assess the students' readiness. He explained the new framework for mathematics has been released. The California State University Mathematics Diagnostic Testing Project (MDTP) has many levels of testing that are used by districts to assess student aptitude in math. The MDTP test is not common core aligned. However, the California State University is developing other diagnostic tests that are common core aligned. Over the next couple of years, the district will be looking at assessment tools to determine readiness for when our students are ready to accelerate.

Member Ryan expressed her gratitude towards President Fox, Superintendent Pierce, and Dr. Pierce for bringing this information to the Board. Member Ryan stressed her concern on not offering algebra in 8th grade. She wants to make sure that no child is prevented from accelerating in high school. Member Ryan mentioned the Board of Education made a decision years ago to expose every 8th grade student to algebra. The Board supported the decision to provide students with an opportunity to enter Grossmont Union High School District and be able to take math courses they were required to take. However, this was not always possible because they didn't have algebra in 8th grade. She thinks offering a zero period is great and is very supportive of an online course.

Dr. Pierce clarified there is not a placement test. Students would receive a diagnostic test to assess their readiness and give the teacher an idea of where they need to adjust instruction or support the child. The purpose of the test is not to exclude anyone from taking the program. However, since the student is taking an additional course, some criteria would be established (i.e., GPA).

Dr. Pierce mentioned she would keep the Board abreast on the status of the course.

President Fox asked that the record reflect Member El-Hajj joined the meeting at 8:30 p.m. and Member Levens-Craig left the meeting at 8:40 p.m.

3.1. Adoption of 2014-15 Santee School District Budget

Prior to going into details on the adopted budget, Karl Christensen provided a few highlights that are incorporated in the final State Budget package that are different than what was in the May Revise. The final budget package assumes the same State revenues and Prop 98 funding as the Governor's proposal. The final budget leaves approximately \$900 million of deferrals unpaid with trigger language that stipulates that if State revenues exceed the forecast, the excess would be put towards paying off the remaining deferral amount.

Since some money has been freed by not paying deferrals and funding Prop 98 at the same amount, it leaves \$400 million for Mandated Cost reimbursements with language specifying that districts are encouraged to use these funds towards Common Core implementation but the funds can be used for any purpose designated by the Board.

The legislature added \$250 million more to the LCFF. This is an estimated \$120k in 2014-15 for the district.

STRS Contribution Rates for addressing the STRS unfunded liability. The final budget package contains a revision to the proposed phase-in of contribution increases. For 2014-15, rather than the 1.25% proposed increase, the increase will be 0.63%. However, in the subsequent years, the increases are larger than proposed in May in order to make up the difference and still get to the target rate of 19.1% in 2020-21.

By far, the most controversial change involves the last minute insertion of trailer bill language that establishes a maximum reserve level for school districts. There are 2 parts to this new law:

- The 1st part starts in 2015-16 and merely adds increased transparency for maintaining reserves higher than the minimum by requiring the holding of a public hearing at which reasons for the "excess reserve" are explained.
- The 2nd part starts in the fiscal year following a year in which the State makes a deposit into the Public School System Stabilization Account (which is part of the package passed in May pertaining to the State's Rainy Day Fund) and imposes a CAP on reserve levels.
 - In any fiscal year immediately after a fiscal year in which the State makes a deposit to the fund, the District shall not approve or revise a budget that contains more than 2 times the minimum reserve level, 6% in our case, in the combined assigned and unassigned ending fund balance.
 - Fund balance designations under GASB 54:
 - Non-Spendable
 - Restricted
 - Committed – Board action
 - Assigned – Administration action
 - Unassigned
 - Essentially then, in a fiscal year after the State makes a deposit to the rainy day fund for schools, to maintain a higher unrestricted assigned and unassigned fund balance than 6% would require 1 of 2 actions:
 - Obtaining an exemption from the County Office of Education for "extraordinary fiscal circumstances," including but not limited to, multi-year infrastructure or technology projects
 - The County can grant an exemption for no more than 2 consecutive years in a 3-year period
 - Making formal commitments of portions of the fund balance under GASB 54 guidelines

Member Ryan asked that a letter be written to the Governor stating the Board's opposition to the cap on the district's reserve.

Mr. Christensen highlighted individual sections on the "User Friendly Version" provided to the Board. In particular, he referenced page 16, Changes in Fund Balance (line 22). He noted the district is projecting a \$2.7 million deficit in the unrestricted fund. A portion of this is one-time. A \$1 million deficit is shown on the restricted fund due in part by the spending of the common core funds. The Cafeteria Fund shows a deficit of \$190,000. A transfer of \$535,000 is being transferred to deferred maintenance fund and designated for deferred maintenance projects. Special Reserve Fund 17 (line 6) shows an interfund transfer in of \$590,000 for the technology reserve. The Board took action under consent to commit the funds and they should not be counted to the reserve, assigned, or unassigned fund balance. Special Reserve Fund 40 (solar project) shows a surplus of approximately \$96,000, which will be spent in approximately 19 months when the incentives run out and the funds will be used to make payments. It is anticipated the district will break even in 15 years when they are paid off, then the energy savings accumulates. He referenced page 17, line 22 showing a surplus for Yale of approximately \$21,000. Project SAFE shows a \$157,966 surplus.

On page 25, he referenced an estimated 2014-15 LCFF Funding Increase of \$3,614,073, an increase by approximately \$125,000 due to the recent allocation of additional LCFF funds in the governor's budget. On page 27, Mr. Christensen went on to explain current enrollment shows the need for 224 general education teachers for 2014-15. However, because enrollment fluctuates, six additional teachers were added. A total of 230 general education teachers are built into the budget. The budget also shows the addition of the four Teachers on Special Assignment (TOSAs). However, not reflected on the budget is the Administrative Intern for Rio Seco and Cajon Park. Mr. Christensen recommended using the "buffer" funds for these positions. The Principal on Special Assignment is not included in the budget and would be added to the budget. He made reference to the Statutory Benefit rates (page 28) that were in the multi-year projections. He explained the initial rates included in the Governor's proposal were included. However, the budget would need to be revised to reflect the new proposed rates. Significant Budget Augmentations include payment for the new County Office financial information software system, replacement of a copier in the publications department, and replacement of a special education bus. Mr. Christensen made reference to the multi-year projections (page 33) and highlighted the reserve percentage. He mentioned this number is slightly different than what the calculation would be based on the new law. Assigned fund balances are not included. He noted that in 2016-17 the reserve percentage is under 6%. He clarified this is based on a moderate state revenue growth model. Mr. Christensen noted the estimated structural surplus (deficit) of approximately \$1,000,000 in 2014-15, this means the ongoing expenditures exceed the ongoing revenue.

Member Burns moved approval of the 2014-15 Santee School District Budget.

Motion:	Burns	Fox	Aye	Levens-Craig	Not Present
Second	Ryan	Burns	Aye	El-Hajj	Aye
Vote:	4-0	Ryan	Aye		

3.2. Adoption of Resolution No. 1314-24 Designating Use of Education Protection Account Funds for 2014-15

Mr. Christensen stated that this item was related to the public hearing earlier in the meeting. Member Burns moved to adopt Resolution #1314-24 Designating Use of Education Protection Account funds for 2014-15.

Motion:	Burns	Fox	Aye	Levens-Craig	Aye
Second	Ryan	Burns	Aye	El-Hajj	Not Present
Vote:	4-0	Ryan	Aye		

4.1. Approval for Digital Learning Initiative:

- **Devices for Students**

Member Ryan moved approval. There was no discussion by the Board.

<i>Motion:</i>	<i>Ryan</i>	<i>Fox</i>	<u><i>Aye</i></u>	<i>Levens-Craig</i>	<u><i>Aye</i></u>
<i>Second</i>	<i>Burns</i>	<i>Burns</i>	<u><i>Aye</i></u>	<i>El-Hajj</i>	<u><i>Not Present</i></u>
<i>Vote:</i>	<i>4-0</i>	<i>Ryan</i>	<u><i>Aye</i></u>		

4.2. Approval for Digital Learning Initiative:

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

Member Ryan moved approval. There was no discussion by the Board.

<i>Motion:</i>	<i>Ryan</i>	<i>Fox</i>	<u><i>Aye</i></u>	<i>Levens-Craig</i>	<u><i>Aye</i></u>
<i>Second</i>	<i>Burns</i>	<i>Burns</i>	<u><i>Aye</i></u>	<i>El-Hajj</i>	<u><i>Not Present</i></u>
<i>Vote:</i>	<i>4-0</i>	<i>Ryan</i>	<u><i>Aye</i></u>		

4.3. Approval for Digital Learning Initiative:

- **Safari Montage Digital Media System**

Member Ryan moved approval. There was no discussion by the Board.

<i>Motion:</i>	<i>Ryan</i>	<i>Fox</i>	<u><i>Aye</i></u>	<i>Levens-Craig</i>	<u><i>Aye</i></u>
<i>Second</i>	<i>Burns</i>	<i>Burns</i>	<u><i>Aye</i></u>	<i>El-Hajj</i>	<u><i>Not Present</i></u>
<i>Vote:</i>	<i>4-0</i>	<i>Ryan</i>	<u><i>Aye</i></u>		

4.4. Approval for Digital Learning Initiative:

- **Licensing Agreement with DreamBox Learning**

Member Ryan moved approval. There was no discussion by the Board.

<i>Motion:</i>	<i>Ryan</i>	<i>Fox</i>	<u><i>Aye</i></u>	<i>Levens-Craig</i>	<u><i>Aye</i></u>
<i>Second</i>	<i>Burns</i>	<i>Burns</i>	<u><i>Aye</i></u>	<i>El-Hajj</i>	<u><i>Not Present</i></u>
<i>Vote:</i>	<i>4-0</i>	<i>Ryan</i>	<u><i>Aye</i></u>		

G. BOARD POLICIES AND BYLAWS

1.1. First Reading: Board Policy Annual Review

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

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

1.2. Second Reading: Board Policy 1312.3, "Uniform Complaint Procedure"

Revised BP 1312.3 was presented to the Board for a second reading and approval. Member Burns moved to approve the revisions to Board Policy 1312.3.

<i>Motion:</i>	<i>Burns</i>	<i>Fox</i>	<u><i>Aye</i></u>	<i>Levens-Craig</i>	<u><i>Not Present</i></u>
<i>Second</i>	<i>Ryan</i>	<i>Burns</i>	<u><i>Aye</i></u>	<i>El-Hajj</i>	<u><i>Aye</i></u>
<i>Vote:</i>	<i>4-0</i>	<i>Ryan</i>	<u><i>Aye</i></u>		

H. BOARD COMMUNICATION

Superintendent Pierce shared pictures of a tree at Rio Seco that has the root system wrapped around a water line. She mentioned a certified arborist stated structural damage had occurred to the tree when excavating the line and trying to free the water line from the root. The arborist shared his concern on a crack running vertically along the main trunk. He stated that during an El Niño storm, the main trunk could break causing one of the three main limbs to fall on the sidewalk toward the kindergarten building. The arborist recommends removing the tree. The Board asked that staff communicate the issue and work with parents and PTA on options for replacing the tree.

Superintendent Pierce reminded the Board of the upcoming Foundation Golf Classic tournament on June 26. She presented a copy of the Declaration of Promotion and shared the schools would provide a copy at each ceremony. Superintendent Pierce inquired on proceeding with the Student Leadership Award for the Sycamore Canyon student who completed the parent common core workshops. The Board asked that the student be presented with a plaque. Superintendent Pierce inquired on the restoration of the pictures in the lobby. The Board asked that the pictures be restored in black and white.

I. CLOSED SESSION

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

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

The Board entered closed session at 9:30 p.m.

J. RECONVENE TO PUBLIC SESSION

The Board reconvened to public session at 10:15 p.m. No action was reported.

K. ADJOURNMENT

The June 17, 2014 regular meeting adjourned at 10:15 p.m.

Barbara Ryan, Clerk

Cathy A. Pierce, Ed.D., Secretary

SANTEE SCHOOL DISTRICT
SPECIAL MEETING OF THE BOARD OF EDUCATION

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

MINUTES
June 19, 2014

A. CALL TO ORDER

The meeting was called to order at 6:03 p.m. by President Fox.

B. PUBLIC COMMUNICATION

There were no comments from the public.

C. CLOSED SESSION

1. Consideration of Student Matter (Ed. Code S48918) Student #5-13

The Board entered Closed Session at 6:05 p.m. for a student discipline hearing for student #5-13. The matter was heard by Board President Fox, Member Ryan, and Member El-Hajj. Oral and documentary evidence was received. Following the presentation of evidence, President Fox announced that the Board members would deliberate and all other persons were asked to leave the room.

D. RECONVENE TO OPEN SESSION

The Board reconvened to open session at 7:30 p.m.

ACTION TAKEN BY BOARD

It was motioned by Member Ryan to expel student # 5-13 from the Santee School District for violation of California Education Code Sections 48900 (.4) Engaged in intimidation against students or staff and 48900(k) Disrupted school activities, and Santee School District Board Policy 5144.1: Students: Suspension and Expulsion/Due Process and Administrative Regulations 5144.1.

This action is based on the following Findings of Fact in accordance with California Education Code Section 48915(b)(2): Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others. The Student # 5-13 has attended multiple behavioral assemblies, signed the zero tolerance policy, had one-on-one and group counseling at multiple Santee schools, conferenced with administration on multiple occasions, and has had three previous administrative reviews.

Education Code Section 48915(b)(2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others. The facts that support this conclusion are: Student # 5-13 has attended seven of our Santee schools and his behavior has required a total of 4 administrative reviews.

The expulsion shall be immediately suspended herewith, and the student shall complete the following elements in a Rehabilitation Plan:

- Remain on independent study through June 25, 2014.
- Perform 30 hours of community service by 9/1/14.
- Continue evaluation/treatment through Naval Hospital
- Prior to the end of the school year, district administration will meet with GUHSD personnel and present concerns to help plan for student's transition.

A parent must meet with the Coordinator of Pupil Services by 6/23/14, to review and sign the Rehabilitation Plan. If the parent fails to meet within the designated time and/or does not sign the Rehabilitation Plan, the student may be expelled without further Board action.

Motion: Ryan Second: El-Hajj Vote: 3-0 (Members Burns and Levens-Craig not present)

E. ADJOURNMENT

The June 19, 2014 special meeting adjourned at 7:50 p.m.

Barbara Ryan, Clerk

Dr. Cathy A. Pierce, Secretary

BACKGROUND:

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

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

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

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

RECOMMENDATION:

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

This recommendation supports the following District goal:

Staff Development

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

FISCAL IMPACT:

The estimated travel expenses are \$8,752 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 D.2.1.

Board Travel Report - July 1, 2014

Travel Dates		Attendees	Site or Dept.	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Travel
Mon-Fri,	07/07/14 - 07/11/14	Angela Panfil	CO	Guitars in the Classroom	San Diego	\$0	\$150	C.O. Fundraiser Acct	The focus of this workshop will be using music as an integral part of learning.
Thurs-Sat,	07/10/14 - 07/12/14	Elizabeth McCune Michelle Ross Robynn Bennett Anne Coman Penny Hoogeveen Lindsay Benedetto	CH CH CH CH CO CO	2014 Connecting Number and Operations in the Classroom	San Diego	\$0 \$0 \$0 \$0 \$0 \$0	\$500 \$500 \$500 \$500 \$500 \$500	EIA EIA EIA GATE GATE GATE	This interactive institute will provide math instructional techniques and strategies aligned with the Common Core State Standards.
Wednesday,	07/16/14	Tory Long	Business	School Finance and Management	Anaheim	\$0	\$324	Business Services	This workshop will provide information on school finance.
Wednesday,	07/16/14	Jeanne Johnston	CFH	Elementary Lead Teacher Training	SDSU	\$0	\$700	Title I	This workshop will focus on math instructional strategies.
Various,	07/30/14 - 02/03/15 (5 days)	Terry Heck	CH	Principal Leadership Institute	SDCOE	\$0		Title I	This institute will focus on ways to cultivate a learning-centered school culture in the Common Core State Standards era.
Mon-Tues,	09/22/14 - 09/23/14	Cathy Pierce Stephanie Pierce	Superintendent Educational Services	2014 California STEM Symposium	San Diego	\$0 \$0	\$300 \$300	Superintendent's Office Educational Services	This Symposium will provide administrative professional development focused on the best curriculum and classroom practices in implementing the new Common Core State Standards.
Travel Requests That Require Airfare, Overnight Stay, and/or Travel Outside of the State of California									
Sun-Mon,	06/29/14 - 06/30/14	Daniel Prouty	Ed Services	Executive Briefing with Apple, Inc.	Cupertino, CA	\$0	*\$393	Superintendent's Office	This is a digital learning leadership meeting. *Original travel request was approved on 5/6/14. Mr. Prouty is replacing Dr. Spencer at this event. Additional airfare cost is \$393.
Mon-Fri,	08/04/14 - 08/08/14	Helen Rosati	CFH	GTT Design & Modeling	UNLV	\$0	\$2,435	Title I	This workshop will focus on instructional techniques for teaching engineering principles to middle school students.
Wed-Fri,	08/13/14 - 08/15/14	John Schweller	Pupil Services	Threat Management Conference	Anaheim	\$0	\$1,150	Pupil Services	This conference will address major issue surrounding stalking and threatening behavior.

BACKGROUND:

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

RECOMMENDATION:

Administration recommends approval of checks #22337 through #22338 on the \$15,000 Revolving Cash Account.

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact is \$201.78 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 D.2.2.

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

Date	Number	Name	Memo	Amount
06/09/14	22337	Von's	Lorene Foster Children's Fund	100.00
06/09/14	22338	Wal-Mart	Lorene Foster Children's Fund	100.00

Total Checks Written \$200.00

Bank Fees 1.78
Bank Fees

Total to be Reimbursed \$201.78

BACKGROUND:

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

<i>Item</i>	<i>Approximate Value</i>	<i>Donated By</i>	<i>Designated For Use At</i>
Funds to Support the Instructional Program and Supplement Classroom Supplies	\$1,200.00	Hager Photography	Cajon Park School
	\$70.00	Chili's Fundraiser	PRIDE Academy
	\$156.64	El Pollo Loco Fundraiser	Carlton Hills School
Teacher Mini-Grants	\$2,400.00	PRIDE Academy PTA	PRIDE Academy
TOTAL DONATIONS RECEIVED	\$3,826.64		

RECOMMENDATION:

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

This recommendation supports the following District goals:

Educational Achievement

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

Fiscal Accountability

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

FISCAL IMPACT:

The donation above is valued at \$3,826.64.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.3.

BACKGROUND:

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

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

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

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

RECOMMENDATION:

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

This recommendation supports the following District goals:

Educational Achievement

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

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact is disclosed on the attached page.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.4.

Consultant / General Service Provider Report
 July 1, 2014

Agreements Submitted for Approval

Vendor Name	Type (Consultant or General Service Provider)	Description of Services	Date(s) of Service	Amount	Funding	Payment Type (Independent Contractor or Employee)
Cara Ratner San Diego Archaeological Center	General Service Provider	Archaeological Education Program	07/01/14 - 08/22/14	\$300.00 (not to exceed)	OST - HC & CFH	Independent Contractor
Rudy Taitague	General Service Provider	DJ Services for 8th Grade Dance	6/18/2014	\$150.00 (not to exceed)	Donations - CFH	Independent Contractor

Consent Item D.2.5. Approval/Ratification of Expenditure Transactions
Prepared by Karl Christensen Charged to District Issued Purchasing Cards (P-Cards)
July 1, 2014

BACKGROUND:

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

RECOMMENDATION:

It is recommended that the Board of Education approve/ratify expenditure transactions charged to District P-Cards for the period May 1, 2014 through May 31, 2014.

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

There were 132 transactions totaling \$20,653.68 charged to various funds.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.5.

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20140507	ABEL,CATHY	CHILD NUTRITION	CHEF CITY	203.34	Black Pans
20140508	ABEL,CATHY	CHILD NUTRITION	MARRIOTT	439.02	Room charge for Conference in Dana Point
20140519	ABEL,CATHY	CHILD NUTRITION	DOLTRTREE 3194 00031948	9.72	Table Cloth Classified Appreciation
20140521	ABEL,CATHY	CHILD NUTRITION	EL POLLO LOCO 3749	829.38	Food for Classified Appreciation luncheon
20140521	ABEL,CATHY	CHILD NUTRITION	EL POLLO LOCO 3749	24.83	Food for Classified Appreciation luncheon
20140525	ABEL,CATHY	CHILD NUTRITION	AMAZON MKTPLACE PMTS	87.43	Sheets to cover Express Carts
				1,593.72	
20140501	ARREOLA,LISA	PRIDE ACADEMY	USPS 05702000734913483	49.00	Purchase of stamps
20140506	ARREOLA,LISA	PRIDE ACADEMY	FOOD4LESS #0349	10.99	Purchase of soft drinks for Board of Education meeting
20140509	ARREOLA,LISA	PRIDE ACADEMY	SOUTHWEST AIRLINES	762.00	Airfare for staff to attend Executive Briefing with Apple, Inc. on June 29-30.
20140509	ARREOLA,LISA	PRIDE ACADEMY	SOUTHWEST AIRLINES	1,016.00	Airfare for staff to attend Executive Briefing with Apple, Inc. on June 29-30.
20140509	ARREOLA,LISA	PRIDE ACADEMY	SOUTHWEST AIRLINES	1,410.00	Airfare for staff to attend Executive Briefing with Apple, Inc. on June 29-30.
20140513	ARREOLA,LISA	PRIDE ACADEMY	SMARTNFINAL39810803989	10.67	Purchase of items for Classified Employee Week
20140513	ARREOLA,LISA	PRIDE ACADEMY	SMARTNFINAL39810803989	224.91	Purchase of items for Classified Employee Week
20140523	ARREOLA,LISA	PRIDE ACADEMY	CALIFORNIA SCHOOL BOAR	390.00	Registration for K. Fox and E. Levens-Craig to attend Master in Governance workshop
20140525	ARREOLA,LISA	PRIDE ACADEMY	MICHAELS STORES 8709	24.47	Supplies for Salute to Excellence
20140525	ARREOLA,LISA	PRIDE ACADEMY	VONS STORE00018978	15.00	Supplies for Pepper Drive Dedication
20140526	ARREOLA,LISA	PRIDE ACADEMY	PARTY CITY #441	24.84	Supplies for Salute to Excellence
				3,937.88	
20140508	BAKER,HOPE	OST PROGRAMS	MICHAELS STORES 3256	70.15	INSTRUCTIONAL SUPPLIES
20140514	BAKER,HOPE	OST PROGRAMS	WM SUPERCENTER #2253	97.27	INSTRUCTIONAL SUPPLIES
20140522	BAKER,HOPE	OST PROGRAMS	WAL-MART #1917	53.49	INSTRUCTIONAL SUPPLIES
20140531	BAKER,HOPE	OST PROGRAMS	SCHOLASTIC BOOK CLUB	74.00	INSTRUCTIONAL SUPPLIES
20140531	BAKER,HOPE	OST PROGRAMS	MICHAELS STORES 3256	101.57	INSTRUCTIONAL SUPPLIES
				396.48	
20140502	BECKER,CHRISTINA	FACILITIES & MAINTENANCE	4702 ALLIED/AMS	325.17	Building Repair Supplies - ERC
20140531	BECKER,CHRISTINA	FACILITIES & MAINTENANCE	FOOD4LESS #0349	5.98	Safety Supplies - Maint & Ops
				331.15	
20140508	BRASHER,PAMELA	OST PROGRAMS	WAL-MART #3494	80.94	Split - FS - Other/Instructional (83.32%)
20140508	BRASHER,PAMELA	OST PROGRAMS	WAL-MART #3494	16.20	Split - YALE - Other/Instructional (16.68%)
20140515	BRASHER,PAMELA	OST PROGRAMS	EB *CALSAC SAN DIEGO C	45.00	Travel/Conference
20140518	BRASHER,PAMELA	OST PROGRAMS	BEST BUY MHT 00011452	226.71	OTHER/OFFICE
				368.85	
20140504	BRENNER,DEBBIE	PEPPER DRIVE	JAMBA JUICE #44	48.00	Attendance Incentives
20140505	BRENNER,DEBBIE	PEPPER DRIVE	SUBWAY 00044628	48.00	Attendance Incentives
20140509	BRENNER,DEBBIE	PEPPER DRIVE	THE BARBECUE PIT	221.49	Split - Teacher Luncheon-former PTO (65.66%)
20140509	BRENNER,DEBBIE	PEPPER DRIVE	THE BARBECUE PIT	115.86	Split -Teacher luncheon - donations (34.34%)
20140513	BRENNER,DEBBIE	PEPPER DRIVE	STAPLES 00103630	152.23	General - office supplies
20140514	BRENNER,DEBBIE	PEPPER DRIVE	OFFICE DEPOT #2099	20.96	General - office supplies
20140521	BRENNER,DEBBIE	PEPPER DRIVE	OFFICE DEPOT #2099	109.71	General - office supplies
20140526	BRENNER,DEBBIE	PEPPER DRIVE	OFFICE DEPOT #942	85.43	General - office supplies
				801.68	
20140502	BROGAN-BARANSKI,K	CARLTON OAKS	TEACHERSPAYTEACHERS	19.99	Teachers play teachers - vocabulary activities
20140509	BROGAN-BARANSKI,K	CARLTON OAKS	AMAZON.COM	186.24	Literature - 32 copies of The Pinballs written by Betsy Byars
20140511	BROGAN-BARANSKI,K	CARLTON OAKS	AMAZON.COM	37.75	CD - portable stereo player for classroom instruction
20140515	BROGAN-BARANSKI,K	CARLTON OAKS	BOARDWALK-REDEMPTION &	50.00	Deposit for end of celebration for Carlton Oaks 6th graders
20140516	BROGAN-BARANSKI,K	CARLTON OAKS	FITNESS FINDERS INC	20.08	Running Club rewards and attendance incentives
20140523	BROGAN-BARANSKI,K	CARLTON OAKS	LEARNING A-Z	69.95	Learning A-Z license for common core science instruction - on-line program for Mrs. Low's SDC class
20140529	BROGAN-BARANSKI,K	CARLTON OAKS	JAMBA JUICE #517	142.46	Attendance Incentive for student's with perfect attendance
20140529	BROGAN-BARANSKI,K	CARLTON OAKS	TAPEBROTHERS.COM	24.40	Tan colored duct tape to repair table for our multipurpose room
				550.87	
20140507	HECK,TERRY	CARLTON HILLS	DELTA	466.00	Plane ticket for the Writing Institute in NY - S. Bermingham
				466.00	
20140518	HICKS,TYLENE	CARLTON HILLS	SMARTNFINAL39810803989	149.93	Honor Roll Luncheon
20140520	HICKS,TYLENE	CARLTON HILLS	SMARTNFINAL39810803989	35.94	Honor Roll Luncheon-Ice Cream
				185.87	
20140509	HOOKS,TED A	CAJON PARK	USMARKERBOARD	319.87	Netbook Storage Tub (General)
				319.87	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20140509	JOHNSTON,ANDREW	CHET F. HARRITT	OFFICE DEPOT #908	5.90	Easel pads for instruction.
20140511	JOHNSTON,ANDREW	CHET F. HARRITT	PAYPAL *BROWNDOGGAD	96.99	Bristlebot Classroom set for the Robotics program.
				102.89	
20140511	JOINER,KRISTIE L	PEPPER DRIVE	IMAGESTUFF.COM	113.80	Donations - 8th Grade Original Tigers
20140519	JOINER,KRISTIE L	PEPPER DRIVE	TCT* RHYME UNIVERSITY	751.84	Donations - K Caps
				865.64	
20140516	LINDSAY,JERELYN	SYCAMORE CANYON	PB/DIXIELINE #12	11.72	Furniture sliders for tables in classrooms
20140523	LINDSAY,JERELYN	SYCAMORE CANYON	AMERICAN AIRLINES	666.00	Air fare for Melody Bartholomew to Writing Institute Teacher's College NYC
20140531	LINDSAY,JERELYN	SYCAMORE CANYON	SCHOLASTIC BOOK FAIRS	39.19	Green Card student rewards
				716.91	
20140501	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	THE HOME DEPOT 673	34.54	Label Tape
20140502	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	BEST BUY MHT 00011452	43.18	BOE - iPad Charge Cable (33.33%)
20140502	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	BEST BUY MHT 00011452	86.39	Supt - Computer Power Adapter (66.67%)
20140504	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	WILLY'S ELECTRONICS	404.10	PDJH Hookup Cables
20140505	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	THE HOME DEPOT 673	(38.48)	Returned Extension Cords
20140507	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	BEST BUY MHT 00011452	431.96	PD JH Apple TV
20140509	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	CONTAINERSTORESANDIEGO	107.89	Sorting crates
20140509	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	WILLY'S ELECTRONICS	260.63	PDJH Hookup Cables
20140513	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	WWW.NEWEGGBUSINESS.COM	63.10	Replacement HDD
20140514	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	WWW.NEWEGGBUSINESS.COM	52.05	Replacement HDD
20140518	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	WAL-MART #1917	27.58	iPad deployment supplies
20140519	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	SAMSClub #6235	19.36	Office Supplies
20140522	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	CRUCIAL.COM	62.62	Memory Upgrade- PA
20140522	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	CRUCIAL.COM	77.75	Memory Upgrade- ERC
20140522	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	CONTAINERSTORESANDIEGO	215.78	Crates for sorting and processing iPads
20140528	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	SAMS CLUB #6235	161.74	Wireless Router for iPad setup
20140528	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	GROUPON INC	698.69	Chromebooks- RS
				2,708.88	
20140505	MARTIN,SUZANNE	CAJON PARK	SEE*SEES CANDIES MO	864.00	6th grade camp fundraiser candy bar sales- Donation budget
				864.00	
20140502	MCCOLL,LISA	HILL CREEK	SALES@AIRSQUIRRELS.COM	12.99	License for iPad projection program for Daniel Saksa
20140502	MCCOLL,LISA	HILL CREEK	RADIOSHACK.COM	64.69	Headphones for classroom iPads - McCarthy and Saksa
20140516	MCCOLL,LISA	HILL CREEK	PIXSTER PHOTOBOOTH LLC	175.00	Deposit for photobooth for 8th grade promotion breakfast
20140520	MCCOLL,LISA	HILL CREEK	MILE HIGH NET STORE	29.26	Classroom supplies -D. Wilson
20140525	MCCOLL,LISA	HILL CREEK	WWW.NEWEGG.COM	21.49	Replacement keyboard for netbook
20140530	MCCOLL,LISA	HILL CREEK	BATTERY BROKERS LLC	47.08	Belt clip holster for 2 way radios - campus aides and SED staff
				350.51	
20140527	MCKINNON,KATHLEEN A	EDUCATIONAL SERVICES	ALBERTSONS #6727	11.00	Food - ERC Admin - Instructional Team Meeting
20140531	MCKINNON,KATHLEEN A	EDUCATIONAL SERVICES	AL'S SPORT SHOP	7.55	Trophy Engraving - ERC Admin - Academic Achievement Competition
				18.55	
20140508	MICHEL,HOPE	SPECIAL EDUCATION	OFFICE DEPOT #908	27.83	Office Supplies for Hope
20140521	MICHEL,HOPE	SPECIAL EDUCATION	NCS PEARSON	85.79	Testing Protocols - WIAT III for Preschool (90%)
20140521	MICHEL,HOPE	SPECIAL EDUCATION	NCS PEARSON	9.53	Testing Protocols - WIAT III Initial Assmt (10%)
20140522	MICHEL,HOPE	SPECIAL EDUCATION	PRO ED INC	222.75	Testing Protocols - TAPS for Psych (90%)
20140522	MICHEL,HOPE	SPECIAL EDUCATION	PRO ED INC	24.75	Testing Protocols - TAPS for Psych Initial Assmt (10%)
20140530	MICHEL,HOPE	SPECIAL EDUCATION	PAYPAL *SAFENSOUNDM	100.95	Grab N Go - Harness for Mobile Device for SDC Student
				471.60	
20140502	ORTEGA,KAREN	HUMAN RESOURCES	THE SANDWICH BAGS	71.12	Principal Interviews - 5/1/14
20140523	ORTEGA,KAREN	HUMAN RESOURCES	MICHAELS STORES 3256	53.99	Volunteer certificate frames - Salute to Excellence Celebration 5/27/14
20140526	ORTEGA,KAREN	HUMAN RESOURCES	AWARDS BY NAVAJO	1,444.13	Employee recognition awards - Salute to Excellence Celebration 5/27/14
				1,569.24	
20140505	PIERCE,CATHY A	SUPERINTENDENT'S OFFICE	SHERATON SD MARINA VAL	8.00	Parking for Honoring Our Own Event
20140508	PIERCE,CATHY A	SUPERINTENDENT'S OFFICE	CHILI'S SANTEE	31.55	Business dinner with D. El-Hajj
				39.55	
20140511	PROUTY,DANIEL J	CHET F. HARRITT	THE HOME DEPOT 673	117.72	Mobile storage for health office
				117.72	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20140515	REES,TAMMY	HILL CREEK	MARIE CALLENDERS	600.00	Fundraiser for 6th grade camp and end of year JH activities
20140519	REES,TAMMY	HILL CREEK	SOULPLANTATION 3 Q02	277.14	Volunteer luncheon
20140530	REES,TAMMY	HILL CREEK	TARGET 00014852	22.23	Games for injured students
				899.37	
20140506	RIFFEL,MEREDITH	PUPIL SERVICES	SUPER DUPER PUBLICATIO	67.30	Inst. Materials for A. Larkin-HC
20140518	RIFFEL,MEREDITH	PUPIL SERVICES	PAYPAL *RYUUEUNDEAVO	60.00	Counseling materials for C. Thompson
20140521	RIFFEL,MEREDITH	PUPIL SERVICES	KAYE PRODUCTS INC	387.25	Low incidence equipment for student C. Warrant
				514.55	
20140520	ROSA,JIM	RIO SECO	AMAZON MKTPLACE PMTS	44.83	2-Replacement Poster Frames
20140523	ROSA,JIM	RIO SECO	AMAZON MKTPLACE PMTS	95.10	Instructional Supplies for Teacher (Sibayan)
20140523	ROSA,JIM	RIO SECO	AMAZON MKTPLACE PMTS	17.12	Instructional Supplies for Teacher (Sibayan)
				157.05	
20140502	SCHWELLER,JOHN	PUPIL SERVICES	PAYPAL *5MINUTEKIDS	30.00	Speech CD for M. Rashap
20140504	SCHWELLER,JOHN	PUPIL SERVICES	AMAZON MKTPLACE PMTS	129.95	Supplies for SSP
20140504	SCHWELLER,JOHN	PUPIL SERVICES	APL*APPLE ITUNES STORE	19.99	App for M. Rashap
20140505	SCHWELLER,JOHN	PUPIL SERVICES	AMAZON.COM	22.22	Exercise bands for SSP
20140505	SCHWELLER,JOHN	PUPIL SERVICES	AMAZON MKTPLACE PMTS	17.86	Feelings cards for counseling
20140507	SCHWELLER,JOHN	PUPIL SERVICES	SAGE PUBLICATIONS INC.	74.88	Counseling materials for E. Gigliotti
20140518	SCHWELLER,JOHN	PUPIL SERVICES	AMAZON MKTPLACE PMTS	11.95	Feelings playing cards for school counselor
20140519	SCHWELLER,JOHN	PUPIL SERVICES	AMAZON.COM	56.16	Friendship Island for Carrie Thompson
20140521	SCHWELLER,JOHN	PUPIL SERVICES	AMAZON MKTPLACE PMTS	100.69	Counseling supplies for Carrie Thompson
20140531	SCHWELLER,JOHN	PUPIL SERVICES	AMAZON.COM	26.73	Assessing Student Threats Book for John Schweller
				490.43	
20140511	SHEEN,KRISTINA D	OST PROGRAMS	JAMBA JUICE #517	25.14	FOOD FUNDRAISER
20140518	SHEEN,KRISTINA D	OST PROGRAMS	ORIENTAL TRADING CO	60.94	OTHER/INSTRUCTIONAL
				86.08	
20140508	SIMPSON,DEBRA	RIO SECO	AMAZON MKTPLACE PMTS	2.68	Replacement batteries for a Teacher's ELMO
20140508	SIMPSON,DEBRA	RIO SECO	AMAZON MKTPLACE PMTS	98.75	Replacement bulb for a Teacher's projector.
20140515	SIMPSON,DEBRA	RIO SECO	DELL SALES & SERVICE	183.59	Printer supplies for Teacher
20140526	SIMPSON,DEBRA	RIO SECO	LAKESHORE LEARNING MAT	567.73	Instructional Supplies for First Grade funded by Rio Seco PTSA
				852.75	
20140508	SOUTHCOTT,STEPHANIE	PRIDE ACADEMY	EL POLLO LOCO 3749	281.86	Staff Appreciation Luncheon
20140509	SOUTHCOTT,STEPHANIE	PRIDE ACADEMY	ACE PARKING LOT#0160	16.00	Parking for 16th Annual Biliteracy Symposium
20140522	SOUTHCOTT,STEPHANIE	PRIDE ACADEMY	EB *TEACHER OF THE YEA	197.00	Teacher of the Year Leadership Summit 2014 - Joseph Kemery
				494.86	
20140508	SPENCER,LAURA K	EDUCATIONAL SERVICES	AMAZONPRIME MEMBERSHIP	106.92	Renewal of Amazon Prime for library book purchases
20140512	SPENCER,LAURA K	EDUCATIONAL SERVICES	AMAZON.COM	15.11	Cajon Park lost library book replacements
20140512	SPENCER,LAURA K	EDUCATIONAL SERVICES	AMAZON.COM	147.99	Cajon Park - lost library book replacements
20140512	SPENCER,LAURA K	EDUCATIONAL SERVICES	AMAZON.COM	7.77	Cajon Park lost library book replacements
20140512	SPENCER,LAURA K	EDUCATIONAL SERVICES	AMAZON.COM	11.82	Cajon Park lost library book replacements
20140514	SPENCER,LAURA K	EDUCATIONAL SERVICES	AMAZON.COM	67.81	Sycamore Canyon lost library book replacements
20140514	SPENCER,LAURA K	EDUCATIONAL SERVICES	AMAZON MKTPLACE PMTS	4.00	Cajon Park lost library book replacements
20140515	SPENCER,LAURA K	EDUCATIONAL SERVICES	AMAZON.COM	8.74	Sycamore Canyon lost library book replacements
20140526	SPENCER,LAURA K	EDUCATIONAL SERVICES	AMAZON.COM	7.99	Replacement books: Lost library fund - Cajon Park
				378.15	
20140527	VAIL,LINDA	SUPERINTENDENT'S OFFICE	MICHAELS STORES 3256	97.56	Frames for ERC
20140529	VAIL,LINDA	SUPERINTENDENT'S OFFICE	MICHAELS STORES 3256	(94.98)	Frames for ERC
				2.58	
				20,653.68	

Consent Item D.2.6. Approval of Uniform Complaint Quarterly Report Required by the Williams Settlement

Prepared by Karl Christensen
July 1, 2014

BACKGROUND:

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

SANTÉE SCHOOL DISTRICT Uniform Complaint Quarterly Report April 1, 2014 through June 30, 2014			
	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy and Mis-assignment	0	0	0
Total	0	0	0

RECOMMENDATION:

It is recommended that the Board of Education approve the Uniform Complaint Report for the quarter ending June 30, 2014 and authorize administration to submit the report to SDCOE.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

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

STUDENT ACHEIVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.6.

Consent Item D.2.7.
Prepared by Karl Christensen
July 1, 2014

Attorney-Client Retainer Agreement with the Law Firm
of Stutz Artiano Shinoff & Holtz, APC

BACKGROUND:

From time to time, the District uses the legal services of various law firms depending on the specialty required. In the past, the District has used the services of Stutz Artiano Shinoff & Holtz, APC.

The Attorney-Client Retainer Agreement with this firm will allow the District to continue to use their services on an as needed basis in accordance with the following hourly rates which reflect the standard hourly rates for the Insurance JPA:

- Paralegal services at \$80 per hour
- Associate attorney's time at \$190 per hour
- Senior Counsel/Partner's time at \$200 per hour

RECOMMENDATION:

It is recommended that the Board of Education approve the Attorney-Client Retainer Agreement with the Law Firm of Stutz Artiano Shinoff & Holtz, APC.

This recommendation supports the following District goals:

Educational Achievement

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

Fiscal Accountability

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

FISCAL IMPACT:

There is no fiscal impact at this time. Actual services will be charged at the established hourly rates.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.7.

ATTORNEY - CLIENT RETAINER AGREEMENT

This document (the "Agreement") is the written fee contract that California law requires lawyers to have with their clients. We, Stutz Artiano Shinoff & Holtz, APC ("Attorneys"), agree to provide legal services to Santee School District, (the "District") on the terms set forth below:

1. SCOPE OF SERVICES: The District retains us as its Attorneys for the purposes of providing general legal advice and counsel as the District shall from time to time require. We will represent the District on specific litigation as instructed and we will provide research and advise of specific issues as requested by the Superintendent, or the President of the Board.

We will provide all legal services reasonably requested to represent the District's interest.

2. CLIENT'S DUTIES: The Client is the District and not any individual, Board member or administrator. The District agrees to provide specific instruction where services are requested, to abide by this agreement and to pay our bills on time and to cooperate and require its employees to cooperate with us in any activities we undertake on the District's behalf.

3. LEGAL FEES: The District agrees to pay for legal services as follows:

- a. Paralegal services at \$80.00 per hour;
- b. Associate attorneys' time at \$190.00 per hour; and
- c. Senior Counsel/Partner's time at \$200.00 per hour.

No fee will be charged for general clerical or secretarial services.

Bills will be sent monthly, stating clearly the amount, rate, basis for calculation, description and date of service. The District agrees to pay each bill within 30 days. Interest at the rate of 10% may be charged on any unpaid balance.

4. **COSTS:** All costs, disbursements and litigation expenses are the responsibility of the District. Costs are those expenses which must be paid to third parties or otherwise incurred in the course of the representation. Costs include, but are not limited to, court fees, service or process charges, photocopying services, notary fees, computer assisted legal research, long distance telephone charges, messenger and delivery fees, postage, in-office photocopying at \$.15 per page, facsimile charges, deposition costs, parking fees, mileage at IRS standard business rate, investigation expenses, consultant or expert witnesses and similar items. We agree to obtain written consent before incurring any outside services.

5. **NEGOTIATION OF FEES:** Attorneys' fees are not set by law, but rather are negotiable between the attorney and client.

6. **ARBITRATION CLAUSE:** Client and Law Firm are agreeing to have any and all disputes (except where Client may request arbitration of a fee dispute by the State Bar) that arise out of, or relate to this Agreement, including but not limited to claims of negligence or malpractice arising out of or relating to the legal services provided by Law Firm to Client, decided only by binding arbitration in accordance with the provisions of the Code of Civil Procedure section 1280 *et seq.*, and not by court action, except as provided by California law for judicial review of arbitration proceedings. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Law Firm and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with, and to the full extent allowed by, the

California Rules of Civil Procedure section 1283.05. Client, however, may request arbitration of a fee dispute by the State Bar or San Diego County Bar Association as provided by Business and Professions Code Section 6200, *et seq.*

7. **ERROR AND OMISSIONS INSURANCE:** Attorneys maintain errors and omissions insurance coverage applicable to the services to be rendered under this agreement.

8. **DURATION:** This agreement shall continue unless terminated by either party. Termination shall be effective upon written notice.

DATED: _____

SANTEE SCHOOL DISTRICT

By: _____
Dr. Cathy A. Pierce, Superintendent

DATED: 6/19/14

STUTZ ARTIANO SHINOFF & HOLTZ, APC

By: Daniel R. Shinoff
Daniel R. Shinoff

Consent Item D.3.1.
Prepared by Karl Christensen
July 1, 2014

Approval of Final Change Order and Contract Amount
for the Pepper Drive School 10-Classroom Addition
Project

BACKGROUND:

The Pepper Drive School 10-Classroom Addition has been substantially completed and the District took occupancy on May 7, 2014. A Notice of Completion document was filed with the County Recorder on May 7, 2014. The table below depicts a summary of the final contract amount:

Description	Amount
Original Guaranteed Maximum Price (GMP) Awarded 2-19-2013	\$6,650,633
Credit for Owners Contingency	(\$12)
Credit for Owners Share (67%) of Unused Contractor/Shared Contingency	(\$16,208)
Credit for Unused Learning Resource Center (LRC) Coordination Allowance	(\$20,154)
Credit for Unused SWPPP Allowance	(\$285)
Credit for Unused Landscaping Allowance	(\$78,891)
FAA Construction Delays	\$134,429
Sub-Total Change Order	\$18,879
Final Contract Amount	\$6,669,512

RECOMMENDATION:

It is recommended that the Board of Education approve the Final Contract Change Order #001 in the amount of \$18,879 and the final contract amount of \$6,669,512 for the Pepper Drive School 10-Classroom Addition Project.

This item supports the following District goal:

Learning Environment

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

FISCAL IMPACT:

The fiscal impact is an increase of \$18,879 to a final contract amount of \$6,669,512 funded from 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 D.3.1.

**CONTRACT CHANGE ORDER #001
TO AMENDMENT 16 (PHASE VI PEPPER DR SCHOOL)
TO THE CONSTRUCTION SERVICES LEASE-LEASEBACK AGREEMENT**

Santee School District
9625 Cuyamaca Street
Santee, CA 92071

Date: June 9, 2014

RE: Pepper Drive – Ten Classroom Addition
D.S.A. #: 04-110504

CHANGE ORDER REQUEST #: 01
BALFOUR BEATTY JOB #: 12401000

This change order represents full and final settlement for all remaining contractor and owner cost and time issues related to this project through May 31, 2014, and final reconciliation of Owner Contingency, Contractor's Contingency, and Allowances as follows:

- | | |
|--|---------------|
| 1. CREDIT FOR OWNERS CONTINGENCY | (\$12.00) |
| 2. CREDIT FOR OWNERS SHARE (67%) OF UNUSED CONTRACTOR/SHARED CONTINGENCY | (\$16,208.00) |
| 3. CREDIT FOR UNUSED LRC COORDINATION ALLOWANCE | (\$20,154.00) |
| 4. CREDIT FOR UNUSED SWPPP ALLOWANCE | (\$285.00) |
| 5. CREDIT FOR UNUSED LANDSCAPING ALLOWANCE | (\$78,891.00) |
| 6. FAA CONSTRUCTION DELAY | \$134,429.00 |

Performance of the above-defined work will **INCREASE** the **CONTRACT** price in the amount of \$ 18,879.00

Enclosure: Owner Contingency Log, Contractor's Shared Contingency Log, LRC Coordination/SWPPP/Landscaping Allowance Log

Upon signing by the Owner and Contractor, the above noted Contract is hereby amended per this Change Order pursuant to the terms of the Agreement.

This change represents full and complete compensation for all cost, direct and indirect, associated with the work and time agreed herein, including but not limited to, all costs incurred for extended overhead, disruption or suspension of work, labor and inefficiencies.

ORIGINAL AMENDMENT AMOUNT:	\$6,650,633.00
PREVIOUS CHANGE ORDER AMOUNT:	\$ 0.00
AMOUNT THIS CHANGE ORDER:	\$18,879.00
TOTAL CHANGE ORDER AMOUNT:	\$18,879.00
REVISED AMENDMENT 16 AMOUNT:	\$6,669,512.00

Balfour Beatty Construction	Santee School District
CONTRACTOR	OWNER
10620 Treena St. San Diego, CA 92131	9625 Cuyamaca St., Santee CA 92071
ADDRESS	ADDRESS
BY	BY (KARL CHRISTENSEN)
DATE	DATE

Pepper Drive School - Ten Classroom Addition
Final Financial Summary
June 9, 2014

Credit for Owner's Contingency	\$12
Credit for Owner's Share of Shared Contingency	\$16,208
Credit for Unused LRC Coordination Allowance	\$20,154
Credit for Unused SWPPP Allowance	\$285
Credit for Unused Landscaping Allowance	\$78,891
<hr/> Subtotal of All Credits	<hr/> \$115,550
 RCO #34 FAA Construction Delay	 <hr/> \$134,429
 Final Change Order to Amendment 16	 <hr/>\$18,879

PEPPER DR. 10 CLASSROOM ADDITION
OWNER CONTINGENCY EXPENDITURE DETAIL

RCO #	Description	Cost	Days	Reason Code
10	Board Approved GMP for Parking Lot	\$ 221,921	0	b
10	(Owner's Contingency from Parking Lot GMP)	\$ (7,505)	0	n/a
9	Elevator Shaft Framing	\$ 4,484	0	ve
12	Canopy Modification for Water Proofing	\$ 5,030	0	a
16	Revise Sidewalk at South Parking Entrance	\$ 686	0	a
17	Added Curb for Elevator Shaft Wall per CCD #17	\$ 273	0	a
Subtotal		\$ 224,889		

Original Owners Contingency Amount - Per GMAX \$ 224,901

Total Owners Contingency Utilized \$ 224,889

Remaining Owners Contingency Amount \$ 12

Total Owners Contingency Credit \$ 12

(a) Unforeseen Condition	\$ 5,989
(b) District Requirement	\$214,416
(c) DSA Modification	
(d) E & O	
(e) Scope Bust	
(ve) VE	\$ 4,484

RCO #	Item Description (C.O.)	Cost	Owner's 2/3	Contractors 1/3	Notes	Reason Code
		\$197,656 \$6,595	\$132,430 \$4,419	\$65,226 \$2,176	Original Shared Amount - GMP Parking Lot Shared Amount - GMP	
		\$204,251	\$136,848	\$67,403	Total	
Approved						
1	Demo of Asphalt & Petromat at Upper Courts	\$4,209	\$2,820	\$1,389	Contingency Split	a
4	Install of Water Valve to Isolate Upper Campus	\$1,240	\$831	\$409	Contingency Split	b
7	Added Ramp for Parking Lot	\$23,000	\$23,000			c
13	Replace Main Water Line	\$10,850	\$7,270	\$3,581	Contingency Split	a
15	New Stairs for Auditorium	\$1,900	\$1,900			a
18	Credit to Eliminate Seal Coat @ Parking Lot	(\$2,800)	(\$1,876)	(\$924)	Contingency Split	ve
22	DSA Fire Sprinkler Changes	\$10,447	\$10,447			e
23	Credit for Guard Rail Fencing	(\$6,060)	(\$4,060)	(\$2,000)	Contingency Split	ve
24	Credit to Delete Wheelstops	(\$440)	(\$440)			ve
25	Credit to Delete Paper Towel Dispensers	(\$1,739)	(\$1,739)			ve
26	Credit for Cores	(\$1,738)	(\$1,738)			ve
27	Deduct for Bell Receiver	(\$2,515)	(\$2,515)			ve
28	Spoils Removal	\$11,874	\$11,874			ve
29	Delete Safety Glass at Exterior Doors	(\$3,143)	(\$2,106)	(\$1,037)	Contingency Split	ve
31	FAA Red Beacon Light	\$3,522	\$3,522			a
32	Added Curb for Guard Rail CCD #38	\$5,933	\$5,933			a
33	Subcontractor Delay Costs	\$44,871	\$44,871			a
35	Added Downspouts at Walkway & Elevator	\$2,640	\$1,769	\$871	Contingency Split	a
36	Chain Link Fencing	\$17,424	\$17,424			b
38	Testing Lab Back Charges	(\$2,444)	(\$2,444)			a
40	Exhaust Fan Curb per CCD #45	\$1,861	\$1,861			a
42	Revised Exterior Hardware	\$1,961	\$1,314	\$647	Contingency Split	e&o
47	Donation of (2) Tipu Trees	(\$259)	(\$259)			b
48	Parapet Curb at Elevator Rm per CCD #39	\$2,982	\$2,982			a
	Sub Total	\$123,576	\$120,640	\$2,936		
	Remaining:	\$80,675	\$16,208	\$64,467		

a) Unforeseen Condition	\$70,483
(b) District Requirement	\$17,996
Modification	\$23,000
(d) E & O	\$1,314
(e) Scope Bust	\$10,447
(ve) VE	(\$2,600)

ALLOWANCES

6/9/2014

Allowance for LRC Coordination		\$50,000
Issue		
1	RCO #2 Added Lateral for LRC	\$10,201
2	RCO #5 Survey for LRC Coordination	\$1,760
3	RCO #8 Added Communications Run to new MDF	\$17,885
	Subtotal	<u>\$29,846</u>
	Remaining	\$20,154

Allowance for SWPPP		\$75,000
Issue		
1	Contract with Summit Erosion	\$33,544
2	RCO #20 Hydromulching of Slopes	\$3,447
3	RCO #30 SWPPP Work 10-9-13	\$920
4	Site Flooding Issue from Lennar	\$32,984
5	RCO #41 SWPPP Work 2-26-14	\$685
6	RCO #50 Site SWPPP Clean-up	\$3,135
	Subtotal	<u>\$74,715</u>
	Remaining	\$285

Allowance for Landscaping		\$85,000
Issue		
1	RCO #14 Irrigation Sleeves for Parking Lot	\$5,014
2	RCO #49 Final Hydroseeding	\$1,095
	Subtotal	<u>\$6,109</u>
	Remaining	\$78,891

Total Remaining	\$99,330
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Consent Item D.4.1.

Adoption of Resolution #1415-01 Designating Personnel and Approval of 2014-15 Child Development Services Contract

Prepared by Dr. Stephanie Pierce
July 1, 2014

BACKGROUND:

Presented for Board approval is the 2014-15 contract for child development services to operate the State Preschool Program with the California Department of Education and an attached resolution designating personnel to sign contract documents for fiscal year 2014-15. The maximum rate per child per day of enrollment payable pursuant to the provisions of the agreement will be \$34.38. The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of the agreement will be \$205,697.

RECOMMENDATION:

Administration recommends approval of the 2014-15 contract for child development services to operate the State Preschool Program with the California Department of Education and adoption of Resolution #1415-01 designating personnel to sign contract documents for fiscal year 2014-15 as presented.

This recommendation supports the following District goals:

- Assure the highest level of educational achievement for all students.
- Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility.

FISCAL IMPACT:

The Maximum Rate per child per day of enrollment payable pursuant to the provisions of the agreement will be \$34.38. The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of the agreement will be \$205,697.

STUDENT ACHIEVEMENT IMPACT:

Children who participate in the State Preschool program increase their opportunity to enter kindergarten ready to learn.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.1.



DATE: July 01, 2014

CONTRACT NUMBER: CSPP-4439

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 37-6836-00-4

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: SANTEE SCHOOL DISTRICT

By signing this contract and returning it to the State, the contractor is agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C), the GENERAL TERMS AND CONDITIONS (GTC-610) (both available online http://www.cde.ca.gov/fg/aa/cd/) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The contractor's signature certifies compliance with the Funding Terms and Conditions, the Current Application and the General Terms and Conditions.

The funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2014 through June 30, 2015. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$205,697.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement	5,983.0
Minimum Days of Operation (MDO) Requirement	180

Any provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contracts, Purchasing and Conference Services		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 205,697	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 23038-6836		Department of General Services use only		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 205,697	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER		DATE			



DATE: July 01, 2014

CONTRACT NUMBER: CSPP-4439

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 37-6836-00-4

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: SANTEE SCHOOL DISTRICT

By signing this contract and returning it to the State, the contractor is agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C), the GENERAL TERMS AND CONDITIONS (GTC-610) (both available online http://www.cde.ca.gov/fg/aa/cd/) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The contractor's signature certifies compliance with the Funding Terms and Conditions, the Current Application and the General Terms and Conditions.

The funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2014 through June 30, 2015. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (RA) of \$205,697.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 5,983.0
Minimum Days of Operation (MDO) Requirement 180

Any provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

Form with sections for STATE OF CALIFORNIA and CONTRACTOR, including signature lines, titles, and financial details like AMOUNT ENCUMBERED BY THIS DOCUMENT (\$205,697) and PROGRAM/CATEGORY (Child Development Programs).

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs;
- and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department

determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued

pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2014-15.**

RESOLUTION

BE IT RESOLVED that the Governing Board of Santee School District

authorizes entering into local agreement number/s CSPP-4439 37-6836-00-4 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Dr. Stephanie Pierce</u>	Assistant Superintendent <u>Educational Services</u>	_____
<u>Karl Christensen</u>	Assistant Superintendent <u>Business Services</u>	_____
<u>Eileen Moreno</u>	Director <u>Curriculum & Assessment</u>	_____

PASSED AND ADOPTED THIS 1st day of July 2014, by the
Governing Board of Santee School District
of San Diego County, California.

I, Barbara Ryan, Clerk of the Governing Board of
Santee School District, of San Diego County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a School Board meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

Prepared by Dr. Stephanie Pierce
July 1, 2014

BACKGROUND:

Each district operating an alternative school must complete an annual evaluation for the school. The annual evaluation and report pursuant to Education Code Section 58510 must include testing of basic skills for student participants and identifying variables that may affect student academic achievement. The evaluation process must also include teacher, parent, and student input from the Alternative School. The report is to be forwarded to the State Superintendent of Public Education.

The 2013-2014 annual evaluation report of the Santee School District Alternative Education School is attached for Board review and approval.

RECOMMENDATION:

It is recommended that the Board of Education approve the 2013-2014 Annual Evaluation of the Santee School District Alternative Education School.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The Alternative School program is self-supporting, collecting ADA through independent study contracts completed by the parent and child. The Alternative School has a student enrollment of approximately 45 students.

STUDENT ACHIEVEMENT:

The Alternative Education program (Home School) provides parents and students a high degree of supports for those who wish to home school their children.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.2.

SANTEE SCHOOL DISTRICT
ALTERNATIVE EDUCATION SCHOOL

ANNUAL EVALUATION REPORT
2013-2014

I. Overview..... pgs. 2-4

II. Identification of Variables..... pg. 5

III. Academic Achievement..... pgs. 6-7

IV. Teacher/Student/Parent/Guardian Input..... pg. 8-12

V. Conclusions and Recommendations..... pg. 13-15

VI. Appendix A (Survey Instruments).....pgs. 16-17

SANTEE SCHOOL DISTRICT

SANTEE ALTERNATIVE SCHOOL

I. Overview

2013-2014

This is an evaluation summary pursuant to Section 58510 of the California Education Code. It is intended to provide information on the background, description, goals, activities, and various statistical information. This information may be used in the ongoing process towards the betterment of the Santee Alternative School.

In October 1988, the Santee School District joined with the Lakeside School District to operate an alternative education school for Lakeside/Santee parents. At that time, neither district had enough home school students to support its own program. On July 1, 1991, Santee separated from Lakeside and began a program with 30 students. By the end of the school year enrollment had increased to approximately 65 students.

The Santee Alternative School just completed its 23rd year of operation, and the 2013-2014 school year saw an enrollment high of 46 students. Over the course of the school year we have served 56 students. In line with the Santee School Board Policy, the Santee Alternative School (under Independent Study) is an optional alternative instructional strategy by which enrolled students may achieve curriculum objectives and fulfill promotion requirements. Independent Study offers a means of individualizing the education plan for students whose needs may best be met through study outside of the regular classroom setting.

The mission of the Santee Alternative School is to provide the best educational opportunity for all students. Parents choose an alternative educational mode to meet the individual needs of their children and the staff is responsible to insure that students' educational programs meet the district and state requirements. The Santee Alternative School provides guidance and support while monitoring student progress.

Summary of Successes:

- Pre-algebra, algebra available credentialed instruction with CCSS instruction and highly attended.
- Writing classes with CCSS aligned rubrics with credentialed teacher. Our focus of writing prompts were aligned to the SBAC practice ELA performance tasks prompts in preparation for the SBAC field test.
- Piloted Dreambox, an online mathematics program which is aligned with CCSS to support the math curriculum.
- First year using the BAS reading assessment with primary students (K-3)
- Science projects were prepared to encourage project based learning of science content.

Summary of Challenges

- Transition to the Common Core State Standards.
- Supporting families who have difficulty with the program. Being diligent and firm about conferring with families to review work samples.

SANTEE SCHOOL DISTRICT
SANTEE ALTERNATIVE SCHOOL

Annual Enrollment/Withdrawal Report

Total Served 2013-2014	56	Program Initiated Withdrawals	0
Total Withdrawals 2013-2014	13	Parent Initiated Withdrawals	13

Number and Percentage of Students Transferring from the Santee Alternative School

	Transfers to...	Transfers Within District to...	Transfers Out of District to...
Public School	11 students	8 students	3 students
Private School	2 students	0 students	2 students
Home School	0 students	0 students	0 students

Annual Monthly Student Enrollment Report

ENDING DATE	ADDED	DROPPED	TOTAL ENROLLED
2013			
September 27	38	1	37
October 25	3	1	39
November 22	5	1	43
December 20	2	0	45
2014			
January 17	2	1	44
February 14	2	6	40
March 14	2	1	41
April 11	2	0	43
May 9	2	1	44
June 16	0	1	43
June 25	0	0	43

SANTEE SCHOOL DISTRICT
SANTEE ALTERNATIVE SCHOOL

Student Profiles

A student who may benefit from independent study for one or more of the following reasons:

- Inability to succeed in a large-group setting
- Member of a family committed to educating its own children
- Marriage or child-rearing conflict
- Financial need
- Mobility/travel/traveling artistic performers and athletes
- Recurring physical illness that does not warrant home or hospital instruction
- Psychological problem or family/personal crisis
- Difficulty in school placement because of age
- Military families who transfer frequently

Placement in independent study is based on:

- Evidence that the student can work at grade level with minimal certificated supervision when directly supervised by a parent
- Evidence that the proposed program will be pursued
- Availability of the certificated staff to supervise the student effectively
- Assessment results

The success rate of Kindergarten through grade eight independent study pupils increases when parents exhibit:

- Ability to be responsible for the supervision of the pupil while he/she is completing the assigned work and for submitting all completed assignments necessary for evaluation
- Ability to encourage him/her to do more than the minimum study requirements in order for the pupil to complete school consistent with the traditional school
- Willingness to attend independent study curriculum in-service meetings for parents

SANTEE SCHOOL DISTRICT
SANTEE ALTERNATIVE SCHOOL

II. Identification of Variables

The district will identify the variables which may have affected student academic achievement and create a plan of action to increase student achievement for 2014-15. A plan of action and activities must be included as part of the annual report.

Variables affecting student academic achievement:	Plan of Action	
1) Entrance to Alternative with social and/or academic weaknesses	Support to new parents as teachers with one on one conferences weekly to identify the weakness of the student and support instructional resources and ideas to fill the gaps	
2) Lack of knowledge of parents as teachers to instruct in specific child/student's grade level in writing.	Support the parent as a teacher and the student to attend a monthly writing class planned and instructed by a credentialed writing teacher. In addition, the writing teacher will be available for both parents and students to attend the class. Finally, email will be used to communicate with the writing teacher outside of the class taught to edit all essay assignments.	
3) Low jr. high test scores plus the lack of knowledge of parents to instruct in advanced math, algebra and pre-algebra.	Support the parent as a teacher and the student with a credentialed math teacher to hold a pre-algebra and algebra class twice a week to introduce the chapter content and allow student collaboration completing algebraic problems by steps. In addition, a learning management system, Haiku, was formatted specifically for both 7 th and 8 th grade to view at home by chapter, videos demonstrating all the algebraic steps. Included in Haiku, were Khan Academy videos also.	
4) Weakness in reading comprehension scores.	Renaissance Place is now formatted for our students to have the ability to use the quizzes to test comprehension of reading of AR books. We assign 18 points for grades 2 and 25 points for all other grades per trimester. In addition, we require the "Theme Skills Tests" for Houghton Mifflin and the "Progress and Assessments" Tests for ggHolt curriculum assignments.	

SANTEE SCHOOL DISTRICT
SANTEE ALTERNATIVE SCHOOL

III. Academic Achievement

- An analysis of the results shows strong achievement with a three year average of 801.

Groups	Number of Students Included		Number of Students Included		Number of Students Included		Non-Weighted 3-Year Average API*	Weighted 3-Year Average API*
	in 2011 Growth API	2011 Growth API	in 2012 Growth API	2012 Growth API	in 2013 Growth API	2013 Growth API		
Schoolwide	21	814	29	760	34	828	801	801
Black or African American	0		1		1			
American Indian or Alaska Native	0		0		0			
Asian	0		0		0			
Filipino	0		0		0			
Hispanic or Latino	5		5		11	800		
Native Hawaiian or Pacific Islander	0		0		0			
White	13	828	21	732	18	840	800	793
Two or More Races	2		2		4			
Socioeconomically Disadvantaged	1		4		7			
English Learners	4		4		4			
Students with Disabilities	2		2		1			

- Student achievement at the school or program as compared with achievement at other district schools.

Elementary Schools	CDS Code	2013 Growth API	Non-Weighted 3-Year API Average*	Weighted 3-Year API Average*
		API	API	API
Cajon Park Elementary	37-68361-6040349	843	852	852
Carlton Hills Elementary	37-68361-6040356	891	889	889
Chet F. Harritt Elementary	37-68361-6040364	862	862	862
Pepper Drive Elementary	37-68361-6040372	874	879	879
PRIDE Academy at Prospect Avenue	37-68361-6040380	856	843	843
Sycamore Canyon Elementary	37-68361-6040406	897	895	895
Carlton Oaks Elementary	37-68361-6068159	865	869	869
Rio Seco Elementary	37-68361-6085153	891	884	884
Hill Creek Elementary	37-68361-6085161	825	836	836
Santee Alternative **	37-68361-6111041	828	801	801

Comparison to similar independent study schools in our county shows Santee Alternative performing strongly.

Santee Alternative **	37-68361-6111041	E	828	801	801
Cajon Valley Home **	37-67991-6118319	E	673	699	700
Barona Indian Charter **	37-68189-6120901	E	740	759	759
San Diego Neighborhood Homeschools **	37-68213-0119560	E	802	781	778

Because of the transition to the Common Core State Standards and the new SBAC Assessment, Santee School District did not administer benchmark assessments. Nevertheless, students at Santee Alternative were assessed using chapter tests in all content areas and in all grades. These tests and/or quizzes are graded and submitted to credentialed instructors as work samples. Results on these tests and quizzes show comparable growth to previous years. Students in K-3 were administered a one-to-one reading assessment called the Benchmark Assessment System. A credentialed teacher tested each student and all achieved proficiency at grade level except for one student. Primary students were also tested on high frequency words, phoneme blending, segmentation, and decoding with 73% of students achieving proficiency. In mathematics, the primary students were tested on counting to 100 by 1s, 2s, 5s, and 10s and timed math facts to 20. A total of 88% of students achieved proficiency.

All students in grades 3-8 took the state test (CAASPP). Students in grades 5 and 8 took the California State Test in Science. Seventh graders took the CSU/UC Mathematics Diagnostic Testing Project exam. Those results are not yet available.

SANTEE SCHOOL DISTRICT
SANTEE ALTERNATIVE SCHOOL

IV. Teacher/Student/Parent/Guardian Input

During the third trimester of the 2013-2014 school year, in an effort to collect information that might be useful in the ongoing improvement of the Santee Alternative School, surveys were given to enrolled students and their parents. 95% of the school-wide surveys were completed.

Parent Survey Results

1. The Santee Alternative School is meeting or exceeding the expectation I had prior to enrolling in the program.

Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
92%	8%			

2. The Santee Alternative School Resource Teachers are meeting my curricular needs as they arise.

Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
92%	8%			

3. The Teachers provide remedial, extra practice or enrichment materials when necessary.

Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
89%	11%			

4. The Teachers are timely in assisting me and carryout their responsibilities efficiently.

Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
92%	8%			

5. The Santee Alternative School is supplying curriculum, materials and support for me to do a good job teaching.

Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
96%	4%			

SANTEE ALTERNATIVE SCHOOL

6. The Teachers' evaluation of my child's progress is consistent with my evaluation.

Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
92%	8%			

7. The Santee Alternative School field trips and in-service programs are a positive addition to the program.

Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
81%	11%	8%		

8. The Santee School District Administration is supportive of my efforts at the Santee Alternative School.

Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
73%	19%	4%	4%	

9. I would recommend the Santee Alternative School.

Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
96%	4%			

10. In addition to the field trips and in-service programs already provided, what others would you like to have next year?

- I love this program, would not change anything
- Old Town
- Didn't get to participate this year due to late enrollment in the year.
- Garbage/Recycling sorting facility
- Reuben H. Fleet Science Center
- Field trips based on something coordinating with work where possibly an alternate assignment or report could be done instead of book work, maybe a project and report, and report taking place of an essay assignment.

SANTEE SCHOOL DISTRICT
SANTEE ALTERNATIVE SCHOOL

11. Please provide any positive comments or concerns you have regarding the Santee Alternative School's program.

- “We came late in the year. Patricia, Michelle, and Dianne are all very accommodating. You can tell they genuinely care about the students. Very positive experience!”
- “I wish all teachers and staff in public school were like these ones. They are great, I wish I could keep my child in the program but I am a single parent and have to work. It's been a great experience and I am very thankful to the staff for all their help and support during the 2013-2014 school year. I tell everyone about the home school program. Thank you for all of your help and support!”
- “The staff at the school is amazing. They have helped me teach my boys and raise my boys learning to a level I never would have imagined. They help me with extra materials, ideas and with general class behavior.”
- “Patricia is so understanding when it comes to not being able to come in because of hardship in our family.”
- “The teachers and staff here are the most kind, caring, helpful and encouraging people I have ever encountered in all 9 years of my children attending school.”
- “Both my daughter and I love the program. It has been a very positive experience for my daughter.”
- “We feel this has been a great program for our daughter when we needed to move her from regular school. So different from what we thought it would be. Very organized!! Great staff!!”
- “The staff is really great and helpful to both my son and I.”
- “Do not think they should cap enrollment – other programs like Julian Charter will get students.”
- “Patricia, Dianne, Michelle and Laura have been a great support in all areas of school.”
- “Love the program and the staff and can't wait to be back again next year!”
- “Thanks to all at Santee Alternative. My child has grown and gained so much.”
- “Thanks so much. The team here is great.”

SANTEE SCHOOL DISTRICT
SANTEE ALTERNATIVE SCHOOL

Student Survey Results

1. I have been at the Santee Alternative School.

Less than 6 months	25%
6 months to a year	23%
1-2 years	18%
More than 2 years	34%

2. Who decided you would attend the Santee Alternative School?

You	2%
Your parents	34%
You and your parents	64%

3. How well were you doing academically before coming to the Santee Alternative School?

Above average	20%
Average	48%
Below average	23%
I was not in school	9%

4. My school work now is:

Difficult	5%
Easy	14%
Just right	81%

5. I am aware of how I am doing in all subject areas

Agree	96%
Disagree	4%

SANTEE SCHOOL DISTRICT
SANTEE ALTERNATIVE SCHOOL

6. The Santee Alternative School Staff shows respect and a caring attitude toward me.

Agree	100%
Disagree	0%

7. The Santee Alternative School Teachers are willing and available to meet with me and or my parents.

Always	84%
Almost always	16%
Never	0%

8. I usually enjoy school.

Agree	80%
Disagree	20%

9. What do you like the best about the Santee Alternative School?

The flexible hours	23%
The book learning only	2%
One-to-one learning	18%
Learning in different ways	21%
Learning at my own pace	36%

SANTEE SCHOOL DISTRICT
SANTEE ALTERNATIVE SCHOOL

V: Conclusions and Recommendations

During the 2013-2014 school year, the Santee Alternative School was involved in the following:

- A Planning Committee of two parents, met monthly to help plan the Alternative Education School's calendar of activities. Each member took responsibility for the planning and coordinating various activities.
- The Santee Alternative School, is categorized in the school report of the CDE as a school type of "Small Elementary". The 2012 base of The Alternative School was 768 with a growth target for 2012-13 of 5, then the 2013 target became 773. The new SBAC Field state test was administered to all third graders through eighth graders in May. Both the Non-Performance Test and the Performance Tests were administered in math and language arts. Continued this year were math and pre-algebra weekly classes. In addition, individual math tutoring was available to grades three to eight on a weekly basis to support both students and parents as teachers. The "Haiku Learning Management System" was a web based pre-algebra and algebra resource organized by Mrs. Noujaim for the 7th and 8th grade students to log in and have video tutorials by Prentice Hall and The Khan Academy by specific chapter. In addition, Haiku was formatted for grades Kindergarten through third grade for grade specific resources. We continued with our writing focus and made available both writing classes to attend and teacher supported editing via e-mail and/or by individual meetings.
- A School Site Council composed of two parents and one staff member met monthly to monitor and evaluate the program.
- For the 23rd year in a row, the Santee Alternative School arranged for families to have a school picture day.
- A variety of educational field-trips were offered including: YMCA gymnastic classes and swimming, educational excursions to The San Diego Zoo Safari Park, Balboa Park's Model Railroad Museum, The Nutcracker Ballet presented by City Ballet of San Diego, Scripps Birch Aquarium, Sea World, the San Diego Zoo, Oma's Pumpkin Patch, the Del Mar Fair Plant, Grow, Eat Program and Legoland's Mindstorm Robotic Class.
- The Santee Alternative School continued with a monthly physical fitness field trip. Each month students met at the local YMCA to be instructed in gymnastics and swimming fun. This addition continued to be a huge success encouraging peer friendships and exercise with an instructor.

- The Santee Alternative School Staff offered individual tutoring to meet student needs in various curricular areas.
- Online Common Core aligned Dreambox math program was piloted with our students for grades kindergarten through grade five.
- The Santee Alternative School parents and staff took responsibility for a variety of on-going cooperative activities.
- An open computer lab was offered Monday through Friday.
- The Santee Alternative School staff organized grade level learning activities. Weekly, bi-monthly, or quarterly activities were held which focused in the areas of writing, math, and art instruction.
- Thanks to The Santee Foundation, ten students were given licenses to begin and/or continue learning Spanish, Italian, and English (for our EL student) with The Rosetta Stone Program. Rosetta Stone is an online language program of Dynamic Immersion. It is a method that combines advanced interactive technology with native speakers and a rich visual environment. The ten students were monitored weekly by our head instructor to achieve requirements stated in the language learning contract.
- The Haiku Learning Management System was an additional web based resource for grades kindergarten, first, second, seventh, and eighth. Mrs. Noujaim formatted the website specifically for grades kindergarten through second to assist parents with grade specific criteria and links with navigation for online textbook resources. Grades seven and eight were formatted for students to preview chapter and lesson specific pre-algebra and algebra videos using Prentice Hall videos and the Khan Academy videos.
- Three hands-on Mad Science workshops supporting Common Core Standards were granted to us by the Santee Foundation for the company to hold a workshop for a group of students to experience Earthworks, Space, the Final Frontier, and Matter of Fact.
- Pre-Algebra and Algebra classes were instructed twice a week in addition to private math tutoring by our credentialed halftime teacher to support parents as teachers and provide a Common Core Instructional environment.
- The Santee Alternative School provided monthly Arts Attack classes for grades two through eight in which students completed themed projects.
- The Santee Alternative School credentialed staff taught monthly 2nd-8th grade writing classes in which students were taught and practiced according to a rubric that was Common Core aligned.

- The Santee Alternative School students were enrolled in the ‘Book It’ Reading Incentive Program, sponsored by Pizza Hut.
- The Santee Alternative School held well-attended beginning and end of the year family picnics at the YMCA pool.
- Volunteers were honored at a luncheon held in April for our school site council participants, Arts Attack parent, and other parent volunteers.
- Parent and student surveys were distributed during the third trimester to assess the Santee Alternative School's success in meeting student and parent needs. The results, which were quite favorable, are included.
- The eighth grade end-of-year promotion exercise, awards ceremony and reception were held in the District Office Board Room. A School Board member and the principal were present to award promotion certificates. Teachers, staff, students, and parents were all in attendance. Parents were invited to speak about their students’ accomplishments. Each graduate took part in the program introducing administrators, board members, and their teacher, reading an essay, and finally describing our program to the audience.

Also presented with awards were students honored for their recognition of: Highest Math Growth and Excellence, Superior Writing Award, AR Highest Points, Rosetta Stone Award for English, Spanish, and Italian. In addition, parents received awards for Excellence in Parent Volunteering and Excellence as Teachers, DreamBox Award for highest amount of lessons, GATE Award, and our reclassified English Learners Award.

Goals included for 2013-14 were performed and achieved including:

- Transition to the CCSS using online resources such as DreamBox, Scott Foresman Digital Path, Haiku Learning Management System, Khan Academy, Rosetta Stone, Prentice Hall pre-algebra and algebra videos.
- Hands on learning in science with three Mad Science workshops. Also, science kits for projects organized by chapter for grades 1-8. Majority of students participated and were very engaged in the workshops.
- Foreign language offered online to our students offered by a grant by the Barona Tribal Council. A total of 15 students were using the 10 licenses.

Areas that need improvement:

- 7th and 8th grade skills in mathematics
- Parent understanding of grade level writing (what it should look like) in all three text types as outlined on the CCSS.

Recommendations for improvement:

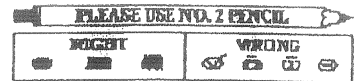
- More parent attendance to our writing classes.
- Next year the district is formally adopting DreamBox mathematics program. A consistent system for using this program will be put into place which should help increase achievement in mathematics for middle school students.

Santee Alternative Home School
2013 – 2014
Student Survey and School Improvement Program
Questionnaire

Directions: Please circle your response to each of the following:

1. I have been at the Alternative School:
 - a. less than 6 months
 - b. 6 months to a year
 - c. 1 to 2 years
 - d. more than 2 years
2. Who decided you would attend the Alternative School?
 - a. you
 - b. your parents
 - c. you and your parents
3. How well were you doing academically before coming to the Alternative School?
 - a. above average
 - b. average
 - c. below average
 - d. I was not in school
4. My school work now is:
 - a. difficult
 - b. easy
 - c. just right
5. I am aware of how I am doing in all subject areas.
 - a. agree
 - b. disagree
6. The Alternative School Staff shows respect and a caring attitude toward me.
 - a. agree
 - b. disagree
7. The Alternative School Teachers are willing and available to meet with me and or/my parents
 - a. always
 - b. almost always
 - c. never
8. I usually enjoy school
 - a. agree
 - b. disagree
9. What do you like best about the Alternative School?
 - a. the flexible hours
 - b. the book learning only
 - c. one-to-one learning
 - d. learning in different ways
 - e. learning at my own pace

Santee Alternative School 2013-2014 Parent Survey and School Improvement Program Questionnaire



- Use a No. 2 pencil only
- Fill in bubble completely
- Erase completely to change
- Do not fold or staple

Directions: Please complete the following survey by rating each question using the scale provided.

	Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree
1. The Alternative School is meeting or exceeding the expectations I had prior to enrolling in the program.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. The Alternative School Teachers are meeting my curricular needs as they arise.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. The Teachers provide remedial, extra practice or enrichment materials when necessary.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The Teachers are timely in assisting me, and carryout their responsibilities efficiently.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. The Alternative School is supplying appropriate curriculum, materials, and support for me to do a good job teaching.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. The Teachers' evaluation of my child's progress is consistent with my evaluation.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. The Alternative School field trips and inservice programs are a positive addition to the program.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. The Santee School District Administration is supportive of my efforts at the Alternative School.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. I would recommend the Santee Alternative School Program.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

10. What inservice programs and field trips would you like to have next year?

11. Please provide any positive comments or concerns you have regarding The Alternative School Program.
(Use the backside if necessary)

Consent Item D.4.3. Approval of the 2014-15 Consolidated Application and Reporting System (CARS) Application for Funding
Prepared by Dr. Stephanie Pierce
July 1, 2014

BACKGROUND:

The District is required to annually submit various forms and information through the Consolidated Application process. In the spring, we submit an Application for Funding to the State for Title I, Title II- Teacher Quality, and Title III- Limited English Proficient (LEP) through the Consolidated Application Reporting System (CARS).

Prior to 2012-13, the Consolidated Application was a manual process and was separated into two parts. Part I required Board approval to initiate the application for funding for the upcoming fiscal year. Part II provided funding amounts for the various programs. Each part of the Consolidated Application contains other reports that were necessary for the completion of the application.

In 2012-13 the State introduced another structure for submitting the consolidated application through an online system known as CARS to streamline the process. There are now two data collection periods; spring and winter. Each data collection period contains numerous reports that have to be completed in order to remain compliant with the program requirements. The CARS spring 2014 Data Collection period contains the Application for Funding which requires Board approval. A copy of the 2014-15 Consolidated Application and Reporting System (CARS) Application for Funding will be available at the Board meeting for review.

RECOMMENDATION:

Administration recommends approval of the Consolidated Application and Reporting System (CARS) Application for Funding for the 2014-15 school year.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The exact amount of funding for the programs related to the 2014-15 school year consolidated application is not yet available. For 2013-14, the District was awarded approximately \$608,997 for categorical programs contained in the consolidated application.

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 D.4.3.

Consent Item D.4.4.

Approval of Agreement with Lozano Smith Attorneys at Law

Prepared by Stephanie Pierce
July 1, 2014

BACKGROUND:

Special education issues arise that create the need for the District to seek legal counsel and/or services. Lozano Smith Attorneys at Law is a respected law firm which provides comprehensive legal services and training opportunities throughout the state of California. This Agreement will allow the District to utilize the services of Lozano Smith Attorneys at Law when a situation arises that requires legal expertise.

RECOMMENDATION:

Administration recommends the Board of Education approve the Agreement with Lozano Smith Attorneys at Law for legal services on an as-needed basis for the term of July 1, 2014 through June 30, 2015. The Agreement for Lozana Smith Legal Services is attached.

FISCAL IMPACT:

Per the attached Agreement, the contracted services of Lozano Smith Attorneys at Law range from \$110 - \$295 per hour, dependent upon services provided. Actual charges will only be applied when services are rendered.

This recommendation supports the following District goal:

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

STUDENT ACHIEVEMENT IMPACT:

This is a fiscal item to provide legal services.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.4



AGREEMENT FOR LOZANO SMITH LEGAL SERVICES

THIS AGREEMENT is effective June 17, 2014, between the Santee School District (“Client”) and the law firm of Lozano Smith, LLP (“Attorney”).

Client and Attorney agree as follows:

Client hires Attorney as its legal counsel with respect to matters the Client refers to Attorney. Attorney shall provide legal services to represent Client in such matters, keep Client informed of significant developments and respond to Client’s inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client has been advised of the right to seek independent legal advice regarding this Agreement.

Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).

Attorney shall send Client a statement for fees and costs incurred every calendar month. Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney’s statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

In addition to regular telephone, mail and other common business communication methods, Client authorizes Attorney to use facsimile transmissions, cellular telephone calls, unencrypted email, and other computer transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

Client may discharge Attorney at any time by written notice. Unless otherwise agreed, and except as required by law, Attorney will provide no further services after receipt of such notice. Attorney may withdraw its services with Client’s consent or as allowed or required by law, upon ten (10) calendar days written notice. Upon discharge or withdrawal, Attorney shall transition all outstanding legal work and services to others as Client shall direct.

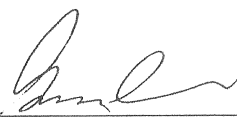
SO AGREED:

SANTEE SCHOOL DISTRICT

LOZANO SMITH, LLP

Cathy A. Pierce, Ed.D.
Superintendent

Date


Gregory A. Wedner
Managing Partner

June 6, 2014

Date

PROFESSIONAL RATE SCHEDULE
SANTÉE SCHOOL DISTRICT
(Effective June 17, 2014)

1. HOURLY PROFESSIONAL RATES

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

Partner / Senior Counsel / Of Counsel	\$ 215 - \$ 295 per hour
Associate	\$ 165 - \$ 225 per hour
Paralegal / Law Clerk	\$ 110 - \$135 per hour
Consultant	\$ 125 - \$195 per hour

* Rates for Specific Attorneys Available Upon Request

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

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

Consent Item D.4.5.

Approval of Nonpublic Agency Master Contract with Dependable Nursing for Nursing Services

Prepared by Dr. Stephanie Pierce
July 1, 2014

BACKGROUND:

School districts are required to have nurses to promote and maintain optimal student health. School nurses participate in the following activities: promote and assist in the control of communicable diseases; develop Care Plans/Orders with student's physician and parents; educate and train school staff (e.g., teachers, instructional assistants, health clerks, administrators) regarding student health matters and procedures; serve as a health professional liaison between home, school and community; and conduct vision and hearing screenings for special education evaluations. Additionally, when district-employed nurses are absent, we must have appropriately-trained nurse substitutes. We contracted with this agency for nursing services in the 2013-14 school year.

RECOMMENDATION:

The Nonpublic Agency Master Contract will be available at the Board meeting for review.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

Type of Nurse	Hourly Rate	Hours Per Day	Days Per Year	Total
RN	\$65	7	20	\$9,100

STUDENT ACHIEVEMENT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.5.

Consent Item D.4.6.

Approval of Nonpublic Agency Master Contract
with ABA Education Foundation for Behavioral
Support

Prepared by Dr. Stephanie Pierce
July 1, 2014

BACKGROUND:

At times, students with disabilities require behavioral support to demonstrate educational progress at school. ABA Education Foundation provides behavioral support to students with developmental disabilities, autism, other pervasive developmental disorders, and behavior challenges based on the principles of Applied Behavior Analysis (ABA). We contracted with this agency, under the name of Bridges Education Corporation, for behavioral support services in the 2013-14 school year.

RECOMMENDATION:

Administration recommends the Board of Education approve the Nonpublic Agency Master Contract with ABA Education Foundation for behavioral support for the term of July 1, 2014 through June 30, 2015. The Nonpublic Agency Master Contract will be available at the Board meeting for review.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The estimated cost for behavioral support through ABA Education Foundation for the 2014-15 school year should not exceed \$30,000. The hourly rate is \$75 per hour.

STUDENT ACHIEVEMENT:

Some students require behavioral support to increase student learning and appropriate interpersonal relationships.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.6.

Prepared by Dr. Stephanie Pierce
July 1, 2014

BACKGROUND:

As part of a student’s Individual Education Program (IEP), physical therapy and Adapted PE services are necessary for some students with disabilities to demonstrate educational progress related to gross motor needs. The District requires 1.50 FTE Adapted PE (APE) Specialists to meet the gross motor needs of our students. From January 7, 2014 until June 25, 2014, the District employed only 1.0 FTE APE Specialist. For the 2014-2015 school year, the District needs to provide make-up APE services to students with moderate/severe disabilities at one school site. After careful review of each student’s gross motor needs, and consultation with the East County SELPA Director, the District determined a .50 FTE Physical Therapist (PT) would be able to provide appropriate gross motor make-up services.

RECOMMENDATION:

Administration recommends the Board of Education approve the Nonpublic Agency Master Contract with Soliant Health for gross motor services for the term of August 25, 2014 through December 19, 2014. The Nonpublic Agency Master Contract will be available at the Board Meeting for review.

This recommendation supports the following District goal:

Assure the highest level of educational achievement for all students.

FISCAL IMPACT:

Weeks Per Year	Hourly Rate	Hours Per Week	Total
16	\$70	16.25	\$18,200

STUDENT ACHIEVEMENT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.7.

Consent Item D.4.8.

Approval of Nonpublic Master Contract with Oak Grove Institute and Jack Weaver School for Residential Treatment Center Services and Nonpublic School Services

Prepared by Dr. Stephanie Pierce
July 1, 2014

BACKGROUND:

At times, students with disabilities also demonstrate significant mental health needs. These students may require enrollment in a Residential Treatment Center (RTC) and nonpublic school due to their need for intensive mental health intervention and to demonstrate educational progress. The District contracted with Oak Grove Institute and Jack Weaver School for RTC and nonpublic school services in the 2013-2014 school year.

RECOMMENDATION:

Administration recommends the Board of Education approve the Nonpublic Master Contract with Oak Grove Institute and Jack Weaver School for one student for the term of July 1, 2014 through July 14, 2014. The Nonpublic Master Contract will be available at the Board Meeting for review.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

RTC/Nonpublic School	Number of Students	Duration of Service	Cost per Month/Day	Total Cost
Oak Grove Institute	1 student	14 days	\$8,714 monthly	\$3,935.40
Jack Weaver School	1 student	1 day ESY instruction	\$144.13 daily	\$144.13
		GRAND TOTAL		\$4,079.53

Based on East County SELPA funding priorities for students with mental health needs, the RTC costs of \$3,935.40 are anticipated to be covered in full through Prop 98 and Federal IDEA mental health funding sources.

STUDENT ACHIEVEMENT:

Some students require alternative settings and mental health intervention to demonstrate educational progress.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.8.

Consent Item D.4.9.

Approval of Nonpublic Agency Master Contract with Advantage On-Call d/b/a PHS Therapy for Speech Therapy

Prepared by Dr. Stephanie Pierce
July 1, 2014

BACKGROUND:

As part of a student’s Individual Education Program (IEP), speech therapy is necessary for some students with disabilities to demonstrate educational progress. Currently, there are Santee School District postings for Language, Speech and Hearing Specialists; however, in the interim we must provide speech therapy. Until permanent employees are hired, Advantage On-Call d/b/a PHS Therapy is able to provide the services needed. We contracted with this agency for speech therapy services in the 2013-14 school year.

RECOMMENDATION:

Administration recommends the Board of Education approve the Nonpublic Agency Master Contract with Advantage On-Call d/b/a PHS Therapy for 1.5 FTE speech therapists for the term of August 13, 2014 through June 30, 2015. The Nonpublic Master Contract will be available at the Board meeting for review.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

FTE	Hourly Rate	Hours Per Day	Days Per Year	Total
1.0	\$70.00	6.5	185	\$84,175.00
.50	\$70.00	6.5	92.5	\$42,087.50
			GRAND TOTAL	\$126,262.50

STUDENT ACHIEVEMENT:

Speech therapy is necessary for some students with disabilities to demonstrate educational progress.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.9.

Prepared by Dr. Stephanie Pierce
July 1, 2014

BACKGROUND:

At times, students with disabilities also demonstrate significant mental health needs. These students may require enrollment in a Residential Treatment Center (RTC) and nonpublic school (NPS) due to their need for intensive mental health intervention and to demonstrate educational progress.

RECOMMENDATION:

Administration recommends the Board of Education approve the Nonpublic Master Contract with San Diego Center for Children (RTC) and San Diego Center for Children Academy (NPS) for one student for the term of July 1, 2014 through June 30, 2015. The Nonpublic Master Contract will be available at the Board Meeting for review.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

RTC/Nonpublic School	Number of Students	Duration of Service	Cost per Month/Day	Total Cost
San Diego Center for Children (RTC)	1 student	12 months	\$9,879 monthly	\$118,548
RTC Mental Health Services	1 student	180 days	\$142	\$25,560
San Diego Center for Children Academy (NPS)	1 student	180 days	\$172.85 daily	\$31,113
GRAND TOTAL				\$175,221

Based on East County SELPA funding priorities for students with mental health needs, the RTC costs of \$118,548 are anticipated to be covered in full through Prop 98 and Federal IDEA mental health funding sources.

STUDENT ACHIEVEMENT:

Some students require alternative settings and mental health intervention to demonstrate educational progress.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.10

Consent Item D.5.2.

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

Prepared by Tim Larson
July 1, 2014

BACKGROUND:

The support services agreement for the Medi-Cal Administrative Activities (MAA) Program is renewable on an annual basis. The Orange County Department of Education serves as the local education consortium (LEC) agent for the southern region. The District is required to work with a LEC for the MAA program. The term for this agreement is July 1, 2014 through June 30, 2015.

RECOMMENDATION:

It is recommended that the Board of Education approve the agreement with the Orange County Department of Education for MAA program support services.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

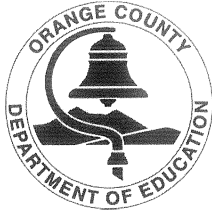
Fee is 5% of quarterly claims. Based on an estimate of \$100,000 in total claims, cost would be \$5,000. Due to Federal suspension of MAA payments, the District has not received reimbursement for any claims for 2012-13 or 2013-14.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.5.2.



ORANGE COUNTY DEPARTMENT OF EDUCATION
CONTRACTS UNIT
ADMINISTRATIVE SERVICES DIVISION
200 Kalmus Drive, P. O. Box 9050
Costa Mesa, California 92628-9050

Here are the changes we made to this Agreement:

Page 1:

- Line 23 added “described as Administrative Claiming process”

Page 2

- Line 10, dates were changed 2014-2015

Page 3

- Line 23, “o” added- Provide DISTRICT access to STATE MAA Appeal Process upon request.
- Line 25, “p” added- Appeal DISTRICT decision or action through the STATE MAA Appeal Process if necessary.

Page 6

- Line 1, “l” added - decision or action through the STATE MAA Appeal Process, if necessary.

Page 8

- Line 10, changed year 2014/2015
- Line 20, added “STATE or Federal agencies”

Page 9

- Line 2 , changed year 2014/2015
- Line 3, changed year 2014/2015
- Line 13, added- The four and a half percent (4 1/2%) fee may be amended as necessary to support compliance with all FEDERAL, STATE and SUPERINTENDENT’S program requirements.

Page 10

- Line 3, Section 6.0 added - FEDERAL CLAIMING.
- Line 4, added- A.) TITLE 31 - Money and Finance, Subtitle V – General Assistance Administration, Chapter 75 – Requirements for Single Audits, section 7502 requires each pass through entity provide the subrecipient program names and any identifying numbers from which such assistance is derived. The Catalog of Federal Domestic Assistance (CFDA) number for this federal program is 93.778, Medical Assistance Program (Medi-Cal).
- Line 11 - A “Vendor” means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization’s own use or for the use of beneficiaries of the federal program. Additional guidance on distinguishing between a subrecipient and a vendor is provided in OMB Circular A-133.

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

This AGREEMENT is hereby entered into this 1st day of July, 2014, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, Region 9 Local Educational Consortium (LEC), hereinafter referred to as SUPERINTENDENT, and the Santee Elementary School District, 9625 Cuyamaca Street, Santee, California 92071, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WITNESSETH:

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

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

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

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

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

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

9 1.0 TERM. The term of this AGREEMENT shall be for a period of one
10 (1) year commencing on July 1, 2014, and ending on June 30, 2015,
11 subject to termination as set forth in this AGREEMENT.

12 2.0 RESPONSIBILITIES OF SUPERINTENDENT.

13 a. Responsibilities of SUPERINTENDENT and DISTRICT will be
14 amended as necessary to comply with all federal, state
15 and SUPERINTENDENT'S program requirements.

16 b. "Certify" to the STATE the amount of DISTRICT'S general
17 funds or any other funds allowed under Federal law and
18 regulation expended on the allowable "Program
19 activities".

20 c. Certify to the STATE the availability and expenditure of
21 one hundred percent (100%) of the non-federal cost of
22 performing program activities.

23 d. Certify to the STATE that DISTRICT expenditures
24 represent costs that are eligible for Federal financial
25 participation for that fiscal year.

e. Act as liaison between STATE and DISTRICT.

- 1 f. Represent DISTRICT'S issues, concerns, and questions at
2 scheduled statewide LEC Advisory Committee meetings,
3 STATE meetings, and MAA Program work groups.
- 4 g. As mandated by STATE, attend STATE trainings.
- 5 h. Conduct Region 9 LEC DISTRICT MAA Coordinator meetings
6 and trainings.
- 7 i. On behalf of STATE, provide STATE approved training
8 materials and updates to DISTRICT.
- 9 j. On behalf of STATE, provide Program technical
10 assistance.
- 11 k. Review time survey trainings conducted by or for the
12 DISTRICT.
- 13 l. Review DISTRICT'S quarterly time survey forms for
14 accuracy and completeness and request corrections if
15 necessary.
- 16 m. Review DISTRICT'S quarterly invoice documents for
17 accuracy and completeness and request corrections if
18 necessary.
- 19 n. Review corrected documents for compliance with rules and
20 regulations related to time surveys and fiscal reports;
21 work with DISTRICT to resolve any outstanding matters
22 that prevent SUPERINTENDENT'S certification of claim.
- 23 o. Provide DISTRICT access to STATE MAA Appeal Process upon
24 request.
- 25 p. Appeal DISTRICT decision or action through the STATE MAA
Appeal Process if necessary.

1 q. Review and submit the detailed quarterly invoice with
2 Claiming Unit Functions Grid to the STATE on behalf of
3 the DISTRICT and convey to the DISTRICT by warrant all
4 funds received on behalf of DISTRICT from the STATE less
5 any amount due the SUPERINTENDENT as defined in Section
6 5.0 of this AGREEMENT. No funds will be conveyed to
7 DISTRICT for invoices that have been disallowed by the
8 STATE.

9 r. Monitor compliance of DISTRICT with all Federal, STATE,
10 and SUPERINTENDENT'S PROGRAM requirements.

11 s. Review DISTRICT'S Operational Plan Audit/File at least
12 once every three (3) years.

13 t. Designate an employee to act as liaison to DISTRICT
14 regarding issues relating to this AGREEMENT.

15 3.0 RESPONSIBILITIES OF DISTRICT.

16 a. Responsibilities of SUPERINTENDENT and DISTRICT will be
17 amended as necessary to comply with all Federal, STATE
18 and SUPERINTENDENT'S program requirements.

19 b. Assess MAA claiming potential within the DISTRICT and
20 determine which staff perform MAA activities and will
21 participate in the time survey and what direct charges,
22 if applicable, will be claimed.

23 c. Certify to the SUPERINTENDENT and STATE the amount of
24 DISTRICT'S general funds or any other funds allowed
25 under Federal law and regulations expended on the
allowable "Program activities".

- 1 d. Comply fully with all Title XIX Federal, STATE, and
2 SUPERINTENDENT'S Program requirements.
- 3 e. Certify to SUPERINTENDENT and STATE the availability and
4 expenditure, from allowable non-federal funding sources,
5 of one hundred percent (100%) of the cost of performing
6 Program activities.
- 7 f. Certify to SUPERINTENDENT and STATE expenditures
8 represent costs that are eligible for Federal financial
9 participation for that fiscal year.
- 10 g. If subcontracting for Program coordination and training,
11 provide SUPERINTENDENT with a copy of the DISTRICT'S
12 contract with vendor.
- 13 h. Ensure that DISTRICT'S designated MAA Coordinator
14 attends quarterly Region 9 LEC MAA Coordinators
15 trainings and meetings.
- 16 i. Adhere to timelines established by the STATE and
17 SUPERINTENDENT for completion of Program documentation
18 (e.g., Program invoices, time surveys, reports, etc.).
19 Respond in a timely manner to all STATE and
20 SUPERINTENDENT requests for information and
21 documentation.
- 22 j. Respond to SUPERINTENDENT reviews with information and
23 corrected documents upon request.
- 24 k. Work with SUPERINTENDENT to resolve any outstanding
25 matters.

- 1 l. Appeal SUPERINTENDENT'S decision or action through the
2 STATE MAA Appeal Process, if necessary.
- 3 m. Conduct time survey trainings for all DISTRICT survey
4 participants.
- 5 n. Complete time studies, as required by the Centers for
6 Medicare and Medicaid Services (CMS), to determine the
7 amount of paid time spent on Program claimable
8 activities.
- 9 o. Ensure that MAA Time Survey forms are properly
10 administered according to Federal, STATE, and
11 SUPERINTENDENT requirements.
- 12 p. Ensure that Time Surveys needing correction are
13 corrected prior to inclusion in the MAA quarterly
14 invoice.
- 15 q. Provide SUPERINTENDENT with copies of completed
16 quarterly Time Survey forms upon request.
- 17 r. Develop and maintain at the DISTRICT an Operational
18 Plan/Audit File to include at a minimum the following:
- 19 • Training materials and original attendance
20 sheets
 - 21 • Original Time Survey forms and other Time
22 Survey documentation, including validation of
23 time survey participant attendance for the time
24 survey period
 - 25 • Time certification and supporting documentation
 for direct charge staff
 - Claiming Unit Functions Grids
 - Position Descriptions/Duty Statements
 - Medi-Cal Percentage documentation
 - Invoice documents and supporting documentation
 - Contracts/MOU
 - Organizational Charts

- School Calendar
- Resource Directories and outreach materials
- Program review documentation

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

1 y. Hold SUPERINTENDENT harmless from any Federal
2 disallowance of MAA claim payments made to DISTRICT by
3 the STATE.

4 z. Designate an employee to act as a liaison with
5 SUPERINTENDENT to provide DISTRICT specific information
6 relative to MAA Program administration and fiscal
7 issues.

8 aa. Complete and return with the fully executed AGREEMENT,
9 SUPERINTENDENT'S Medi-Cal Administrative Activities
10 (MAA) District Information 2014/2015 form, Appendix "A",
11 attached hereto and incorporated by reference herein.

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

23 5.0 FEE SCHEDULE.

24 A. Annual STATE Participation Fee. SUPERINTENDENT will be
25 responsible for DISTRICT share of the STATE Participation Fee, which
is based on the STATE'S cost for administering the MAA claiming

1 process. In the event that the Region 9 LEC shares of STATE costs
2 for the 2014/2015 fiscal year exceed the amount of the STATE costs
3 contracted with SUPERINTENDENT for the 2014/2015 fiscal year,
4 SUPERINTENDENT will reduce DISTRICT'S quarterly MAA claim
5 reimbursement for DISTRICT'S share of the STATE Participation Fee
6 increase.

7 B. SUPERINTENDENT'S Administrative Support Fees. After
8 SUPERINTENDENT has received reimbursement from the STATE for
9 DISTRICT'S quarterly MAA claim(s), SUPERINTENDENT will transfer to
10 DISTRICT an amount equal to the Federal share of cost received as
11 reimbursement for DISTRICT'S MAA claim submitted by DISTRICT, less a
12 four and a half percent (4 1/2%) fee per quarterly claim which will
13 be used to support SUPERINTENDENT'S MAA administration. The four
14 and a half percent (4 1/2%) fee may be amended as necessary to
15 support compliance with all Federal, State, and SUPERINTENDENT'S
16 program requirements.

17 C. The obligations of SUPERINTENDENT and DISTRICT under this
18 AGREEMENT are contingent upon the availability of funds furnished by
19 the United States Government. In the event that such funding is
20 terminated or reduced, this AGREEMENT may be terminated, and
21 SUPERINTENDENT'S and DISTRICT'S fiscal obligations hereunder shall
22 be limited to a prorated amount of funding actually received by the
23 SUPERINTENDENT and DISTRICT from the STATE under the AGREEMENT.
24 SUPERINTENDENT shall provide DISTRICT written notification of such
25 termination. Notice shall be deemed given when received by the

1 DISTRICT or no later than three (3) days after the day of mailing,
2 whichever is sooner.

3 6.0 FEDERAL CLAIMING.

4 A. TITLE 31 - Money and Finance, Subtitle V - General
5 Assistance Administration, Chapter 75 - Requirements for Single
6 Audits, section 7502 requires each pass through entity provide the
7 subrecipient program names and any identifying numbers from which
8 such assistance is derived. The Catalog of Federal Domestic
9 Assistance (CFDA) number for this federal program is 93.778, Medical
10 Assistance Program (Medi-Cal).

11 B. A "Vendor" means a dealer, distributor, merchant, or other
12 seller providing goods or services that are required for the conduct
13 of a Federal program. These goods or services may be for an
14 organization's own use or for the use of beneficiaries of the
15 federal program. Additional guidance on distinguishing between a
16 subrecipient and a vendor is provided in OMB Circular A-133.

17 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
18 this AGREEMENT, shall be and act as an independent contractor.
19 SUPERINTENDENT understands and agrees that he/she and all of his/her
20 employees shall not be considered officers, employees or agents of
21 the DISTRICT, and are not entitled to benefits of any kind or nature
22 normally provided employees of the DISTRICT and/or to which
23 DISTRICT'S employees are normally entitled, including, but not
24 limited to, State Unemployment Compensation or Workers'
25 Compensation. SUPERINTENDENT assumes full responsibility for the
acts and/or omissions of his/her employees or agents as they relate

1 to the services to be provided under this AGREEMENT. SUPERINTENDENT
2 shall assume full responsibility for payment of all Federal, STATE
3 and local taxes or contributions, including unemployment insurance,
4 social security and income taxes with respect to SUPERINTENDENT'S
5 employees.

6 8.0 DUTY TO PROVIDE FIT WORKERS. SUPERINTENDENT shall at all times
7 enforce appropriate discipline and good order among its employees
8 and shall not knowingly employ any unfit person or anyone not
9 skilled in providing the services required under this AGREEMENT.
10 Any person in the employ of the SUPERINTENDENT who in DISTRICT'S
11 opinion, is incompetent, unfit, intemperate, troublesome or
12 otherwise undesirable shall be excluded from providing services
13 under this AGREEMENT and shall not again provide services except
14 with written consent of DISTRICT.

15 9.0 COPYRIGHT.

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

24 10.0 HOLD HARMLESS.

25 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold
harmless DISTRICT, its Governing Board, and its officers, agents,

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

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

15 11.0 CONFIDENTIALITY.

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

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

12 12.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort
13 to assure that the information supplied to SUPERINTENDENT hereunder
14 shall be true, complete, and accurate in all respects. DISTRICT
15 shall assume sole responsibility for the truth, completeness and
16 accuracy of all information supplied to SUPERINTENDENT and agrees
17 that SUPERINTENDENT shall have no responsibility or liability for
18 the truth, completeness or accuracy of any information submitted by
19 DISTRICT hereunder.

20 13.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable
21 for damages or losses to DISTRICT employees, agents, independent
22 contractors or students relating to lost medical services or lost
23 data under this AGREEMENT. SUPERINTENDENT shall not be liable for
24 any sums DISTRICT does not obtain in reimbursement from the STATE,
25 or for any incidental, indirect, special or consequential damages to

1 DISTRICT arising from the denial of any request for reimbursement
2 from the STATE.

3 14.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this
4 AGREEMENT shall not be assigned by the DISTRICT without prior
5 written approval of SUPERINTENDENT.

6 15.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein
7 must meet the approval of the DISTRICT and shall be subject to the
8 DISTRICT'S general right of inspection to secure the satisfactory
9 completion thereof. SUPERINTENDENT and DISTRICT agree to comply
10 with all Federal, STATE and local laws, rules, regulations and
11 ordinances that are now or may in the future become applicable to
12 SUPERINTENDENT or DISTRICT'S, equipment and personnel engaged in
13 operations covered by this AGREEMENT or accruing out of the
14 performance of such operations.

15 16.0 NON-DISCRIMINATION. In the performance of this AGREEMENT,
16 SUPERINTENDENT and DISTRICT agree that they shall not engage nor
17 employ any unlawful discriminatory practices in employment of
18 personnel or in any other respect on the basis of sex, race, color,
19 ethnicity, national origin, ancestry, religion, age, marital status,
20 medical condition, sexual orientation, physical or mental disability
21 or any other protected group in accordance with the requirements of
22 all applicable Federal or STATE law.

23 17.0 TOBACCO USE POLICY. In the interest of public health,
24 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
25 use of any tobacco products are prohibited in buildings and
vehicles, and on any property owned, leased or contracted for by the

1 SUPERINTENDENT pursuant to SUPERINTENDENT' Policy 400.15. Failure
2 to abide with conditions of this policy could result in the
3 termination of this AGREEMENT.

4 18.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with
5 or without cause, terminate this AGREEMENT with the giving of thirty
6 (30) days prior written notice to the other party.

7 19.0 NOTICE. All notices or demands to be given under this
8 AGREEMENT by either party to the other shall be in writing and given
9 either by: (a) personal service or (b) by U.S. Mail, mailed either
10 by registered or certified mail, return receipt requested, with
11 postage prepaid. Service shall be considered given when received if
12 personally served or if mailed on the third day after deposit in any
13 U.S. Post Office. The address to which notices or demands may be
14 given by either party may be changed by written notice given in
15 accordance with the notice provisions of this section. As of the
16 date of this AGREEMENT, the addresses of the parties are as follows:

17 DISTRICT: Santee Elementary School District
18 9625 Cuyamaca Street
19 Santee, California 92071

20 Attn: _____

21 SUPERINTENDENT: Orange County Superintendent of Schools
22 200 Kalmus Drive
23 P.O. Box 9050
24 Costa Mesa, California 92628-9050

25 Attn: Patricia McCaughey

26 20.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
27 redress for violation of, or to insist upon, the strict performance
28 of any term or condition of this AGREEMENT shall not be deemed a
29 waiver by that party of such term or condition, or prevent a

subsequent similar act from again constituting a violation of such term or condition.

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

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

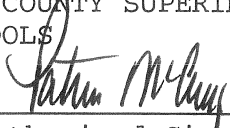
23.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the Parties to it and supercedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed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

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: SANTEE ELEMENTARY SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

BY: _____
Authorized Signature

BY:  _____
Authorized Signature

PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

TITLE: _____

TITLE: Coordinator

DATE: _____

DATE: June 12, 2014

FEDERAL IDENTIFICATION NUMBER

Santee Elementary School District-MAA(40703)14
Zip13

Consent Item D.5.3. Approval to Increase Work Hours for an Identified Classified Non-Management Position

Prepared by Tim Larson
July 1, 2014

BACKGROUND:

Currently, the District provides instructional assistance support for a 1:1 student at Cajon Park School for a total of 6.0 hours per day. The 6.0 hour support is currently split between two (2) positions; one position held by a current employee for 2.75 hours per day; and the other position recently vacated for 3.25 hours per day.

At this time, an IEP team has determined that the 1:1 student would be better served by one instructional assistant recommending increasing work hours for the position currently filled at 2.75 hours to 5.75 hours per day. This would satisfy the required support and provide a more stable work force.

If approved, the 2.75 hour position will be filled in accordance with Article 14 of the California School Employees Association (CSEA) collective bargaining agreement. At that time, administration will recommend the elimination of the vacant 3.25 hour per day position.

RECOMMENDATION:

It is recommended that the Board of Education approve to increase work hours for the following position effective July 2, 2014:

- Increase one (1) Instructional Assistant, Special Education II position at Cajon Park School from 2.75 to 5.75 hours per day.

FISCAL IMPACT:

The annual cost to increase work hours for the instructional assistant, special education II position will be \$16,664. The savings to the District by eliminating the 3.25 hour position will be \$10,289 and will help minimize the increased cost. These adjustments will affect the General Fund.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.5.3.

BACKGROUND:

Each year during summer break the Out-of-School Time Programs (OST) offer 11.5 hours of care each day. A large part of the summer program includes field trips which require a reduced staff to child ratio to ensure the safety of the children. Therefore, on each field trip day there may be a need to employ up to 10 additional Project SAFE Assistants for up to 8.0 hours per day from July 2 – August 22, 2014.

In addition, the YALE Preschool program has received an overwhelming increase in registration for their summer program. As a result, administration is requesting an additional Early Childhood Assistant II position for up to 3.75 hours per day from July 2 – August 22, 2014. Field trips are also provided by the YALE program during the summer break and will require reduced staff to child ratio. Subsequently, on each field trip day, there may be a need to employ up to two (2) additional Early Childhood Assistant II positions for up to 5.0 hours per day between the dates of July 9 – August 21, 2014.

With the recent initial implementation of the Digital Learning Initiative and anticipated distribution of iPads to student in grades 3-5 in the fall, the technology department is in need of additional support for the preparation of iPad distribution. Administration is requesting three (3) additional Technology Assistant positions for up to 15.0 hours per week, per position, not to exceed 225 hours from July 7 – August 8, 2014.

Several attempts to fill a 3.0 hour Instructional Assistant, Special Education II position as a result of an IEP for a 1:1 student have proven unsuccessful. Because the IEP team will review the status the student's need for continued support in the fall, administration is requesting a short-term Instructional Assistant, Special Education II position through October 2014. If the IEP team determines that continued support is required, administration will re-post the position for permanent employment.

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

RECOMMENDATION:

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

- Up to ten (10) Project SAFE positions for up to eight (8) per day per person, from July 2 – August 22, 2014.
- One (1) Early Childhood Assistant II position for up to 3.75 hours per day from July 2 – August 22, 2014.
- Up to two (2) Early Childhood Assistant II positions for up to 5.0 hours per day per person, between the dates of July 9 – August 21, 2014.
- Three (3) Technology Assistant positions for up to 15 hours per week per person, not to exceed 225 hours from July 7 – August 8, 2014.
- One (1) Instructional Assistant, Special Education II position for 3.0 hours per day through October 2014.

FISCAL IMPACT:

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

- Project SAFE Assistants - \$12.46 per hour; \$100 per person for 8.0 hours per day; to be paid from the OST fee-based program.
- Early Childhood Assistant II - \$13.08 per hour; \$49 per day for 3.75 hours; to be paid from the YALE fee-based program.
- Early Childhood Assistant II - \$13.08 per hour; \$65 per person for 5.0 hours per day; to be paid from the YALE fee-based program.
- Technology Assistants - \$19.90 per hour; \$299 per person for 15 hours per week; to be paid from the Digital Learning Budget.
- Instructional Assistant, Special Education II - \$14.44 per hour; \$43 per day for 3.0 hours; to be paid from the General Fund.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.5.4.

Consent Item D.5.5. Approval of New Probationary Employee – District Nurse
Prepared by Tim Larson
July 1, 2014

BACKGROUND:

After searching for many months for a District Nurse, administration has successfully recruited a qualified, skilled person to oversee District staff in charge of the health and welfare of our students.

Sherry Thompson is an asset to the District and plays a vital role in our Special Education department.

Administration would like to introduce Sherry Thompson to the Board.

RECOMMENDATION:

It is recommended that the Board of Education approve probationary status to Sherry Thompson, District Nurse.

FISCAL IMPACT:

There will not be an additional fiscal impact to the general fund as a result of this item.

STUDENT ACHIEVEMENT IMPACT:

The District Nurse indirectly supports the academic and physical development of students in the Santee School District.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.5.5.

DISCUSSION AND/OR ACTION ITEMS Item E.

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 E.

Discussion and/or Action Item E.1.1. Approval of Monthly Financial Report
Prepared by Karl Christensen
July 1, 2014

BACKGROUND:

Administration has prepared the accompanying Monthly Financial Report covering the period May 1, 2014 through May 31, 2014 prepared on a cash and modified accrual basis and include the District’s revenue, expenditure, and cash activities.

RECOMMENDATION:

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

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

The Monthly Financial Report shows a beginning cash balance of \$8,507,102; cash receipts of \$1,444,259; and disbursements of \$4,211,181 are reflected for the period of May 1, through May 31, 2014 resulting in an ending cash balance of \$5,740,181 as of May 31, 2014.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.1.1.

Monthly Financial Report - May

1

CASH REPORT FOR MAY

		Actual	Projected*
Beginning Cash Balance as of May 1, 2014		\$8,507,102	\$8,507,102
INCOME			
A. Local Control Funding Formula			
Property Taxes	\$ 1,254,459	1,254,459	
B. Federal Income			
Federal Funding	50,598	50,598	
C. State Income			
Unrestricted State Funding	12,472	12,472	
D. Local Income			
Other Local Income	114,235		
Spec Ed	372		
E. Due to/Due from other funds		114,607	12,123
F. Debt Proceeds		-	
TOTAL INCOME		\$1,444,259	\$1,877,897
Beginning Balance Plus Income		\$9,951,361	\$10,384,999
DISBURSEMENTS			
G. Commercial Warrants	\$ 354,450		
H. Payroll Warrants	3,015,863		
I. Statutory Employee Benefits	446,355		
J. Health & Welfare	217,583		
K. Other Outgo	39,383		
L. Interfund Borrowing Out	137,547		
M. Budget Adjustments	-		
TOTAL DISBURSEMENTS		\$4,211,181	\$4,968,250
Ending Cash Balance as of May 31, 2014		\$5,740,181	\$5,416,749

* Based on Cash Flow Projection updated for Estimated Actuals FY 2013-14

Budget Revisions
Through May 31, 2014
2013-14 Revised Budget

	<u>Unrestricted</u>	<u>Restricted</u>	<u>Total</u>
Beginning Fund Balance	9,850,255	383,099	10,233,355
Estimated Income	35,249,389	12,948,141	48,197,530
Estimated Expenditures	36,092,743	12,130,057	48,222,800
Change in Fund Balance	(843,354)	818,084	(25,270)
Projected Ending Fund Balance	9,006,901	1,201,183	10,208,085
Less: Restricted Program Carryovers	-	1,201,183	1,201,183
Less: Non-Spendable			
Prepaid Expenses	375,869	-	375,869
Revolving Cash Fund	15,000	-	15,000
Stores Inventory	28,440	-	28,440
Less: Assigned Vacation Carryover	190,538	-	190,538
Assigned Site Carryover Balances	-	-	-
Less: Economic Uncertainty Reserve	1,446,684	-	1,446,684
Less: Reserve for State Budget Uncertainty	-	-	-
Uncommitted/Unassigned/Unappropriated Fund Balance	6,950,370	-	6,950,370
Fund 17 Projected End of Year Balance	<u>2,871,006</u>	<u>-</u>	<u>2,871,006</u>
Projected Reserves	<u>11,268,060</u>	<u>-</u>	<u>11,268,060</u>
As a % Estimated Expense Total	23.37%		
* Projected Reserve % 2014-15	16.07%		
* Projected Reserve % 2015-16	10.78%		

* Based on most recent Multi-Year Projection at Estimated Actuals FY 2013-14

BACKGROUND:

At the June 17, 2014 meeting, Administration provided the Board with information regarding the installation of a new turf field at Pepper Drive. A new field would require either an upgrade to the existing water delivery system to provide adequate pressure for irrigation or installation of a deep irrigation water well.

Administration believes Pepper Drive School is a good candidate for a water well and recommends proceeding with this project. This requires a response to CEQA regulations.

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

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

Staff has determined that a categorical exemption for new construction of small structures is appropriate. The amount of water to be pumped for the planned irrigation water well at Pepper Drive is negligible compared to the amount of water available in the aquifer.

Staff requests Board approval to adopt a determination of Environmental Categorical Exemption for New Construction of Small Structures Sec. 15303 (attached).

The tentative schedule for this project is as follows:

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

RECOMMENDATION:

It is recommended that the Board of Education approve an Environmental Categorical Exemption for engineering, design, and construction of a deep irrigation water well system at Pepper Drive School and authorize staff to file a Notice of Exemption with the County Clerk.

This recommendation supports the following District goals:

Fiscal Accountability

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

FISCAL IMPACT:

The cost of filing the Notice of Exemption is \$50.00. The estimated cost of the project is approximately \$135,000.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.1.2.

DETERMINATION OF
ENVIRONMENTAL EXEMPTION

Pursuant to the California Environmental Quality Act (CEQA) and State CEQA Guidelines

Agency: Santee School District Project Number: N/A

Date: July 2, 2014

Action/Permit(s)

Description of Activity: Pepper Drive School Irrigation Well: The Santee School District is investigating the potential to use groundwater from the El Cajon Groundwater Basin and proposes to construct an irrigation well on the Pepper Drive School campus. There is approximately 27,800 Acre Feet of groundwater (Exhibit "A" El Cajon Groundwater Basin). In gallons, this equates to a little over 9 billion gallons of water. One acre foot of water equals 325,861 gallons. Pepper Drive School uses approximately 624 gallons per day to irrigate the campus/landscape. The proposed added turf field will increase that use to approximately 1,200 gallons per day. The school is located on the El Cajon Groundwater Basin (Exhibit "B" San Diego River Watershed). The well will be located on the campus' existing dirt field. Site disturbance involves boring an approximate 8-inch diameter borehole with a five-inch casing and screen, installation of an approximate 1,300-foot-deep groundwater irrigation well and 6-foot diameter concrete pad, with a flush-mount well cover on the pad. Existing site conditions are decomposed granite (DG) dirt play field and the project will temporarily impact up to 900 square feet of un-vegetated dirt field (Exhibit "C" Water Well System). The pad and well will be constructed within the developed school property. The existing improved access to the construction site is an existing driveway and maintenance access (Exhibit "D" Field Drawing). Approximately 20 cubic yards of soil will be drilled to create the test well; spoils will be spread onsite, around the access path to the well. Best Management Practices for erosion and sediment control will be in conformance with State Storm Water Standards. Drilling will occur on a five-day work week between 7 a.m. and dusk for a one-week period. Drilling noise will only be during allowed times.

Location of Activity: The project site is located at 1935 Marlinda Way, El Cajon, CA 92021; APN # 388 520 03 in the County of San Diego. The project will occur in improved school property.

1. This activity is EXEMPT FROM CEQA pursuant to:
 - Section 15060(b) (3) of the State CEQA Guidelines (the activity is not a project as defined in Section 15378).
2. This project is EXEMPT FROM CEQA pursuant to the State CEQA Guidelines section checked below:

**ARTICLE 19 of GUIDELINES
CATEGORICAL EXEMPTIONS**

Section	Short Name
<input type="checkbox"/> 15301	Existing Facilities
<input type="checkbox"/> 15302	Replacement or Reconstruction
<input checked="" type="checkbox"/> 15303	New Construction or Conversion of Small Structures
<input type="checkbox"/> 15304	Minor Alterations to Land
<input type="checkbox"/> 15305	Minor Alteration in Land Use
<input type="checkbox"/> 15306	Information Collection
<input type="checkbox"/> 15311	Accessory Structures
<input type="checkbox"/> 15312	Surplus Government Property Sales
<input type="checkbox"/> 15315	Minor Land Divisions
<input type="checkbox"/> 15317	Open Space Contracts or Easements
<input type="checkbox"/> 15319	Annexation of Existing Facilities and Lots for Exempt Facilities
<input type="checkbox"/> 15325	Transfer of Ownership of Interest in Land to Preserve Open Space
<input type="checkbox"/> Other	_____

**ARTICLE 18 of GUIDELINES
STATUTORY EXEMPTIONS
(Incomplete List)**

Section	Short Name
<input type="checkbox"/> 15261	Ongoing Project
<input type="checkbox"/> 15262	Feasibility and Planning Studies
<input type="checkbox"/> 15265	Adoption of Coastal Plans and Programs
<input type="checkbox"/> 15268	Ministerial Projects
<input type="checkbox"/> 15269	Emergency Projects
<input type="checkbox"/> Other	

It is hereby certified that the Santee School District has determined the above activity to be exempt:

Distribution: Exemption or Project File

Christina Becker,
Director of Maintenance, Operations & Facilities

Responsible Departments: Maintenance,
Operations & Facilities

Attachment to Notice of Exemption

***(Attachment – Description of Nature, Purpose and Beneficiaries of Project):**

The well will be located on the campus' existing dirt field. Site disturbance involves boring an approximate 8-inch diameter borehole with a five-inch casing and screen, installation of an approximate 1,300-foot-deep groundwater irrigation well and 6-foot diameter concrete pad, with a flush-mount well cover on the pad. Existing site conditions are decomposed granite (DG) dirt play field and the project will temporarily impact up to 900 square feet of un-vegetated dirt field. The pad and well will be constructed within the developed school property. The existing improved access to the construction site is an existing driveway and maintenance access. Approximately 20 cubic yards of soil will be drilled to create the test well; spoils will be spread onsite, around the access path to the well. Best Management Practices for erosion and sediment control will be in conformance with State Storm Water Standards. Drilling will occur on a five-day work week between 7 a.m. and dusk for a one-week period. Drilling noise will only be during allowed times.

**** (Attachment – Reasons why project is exempt):**

The El Cajon Groundwater Basin is one of the largest in the Greater San Diego County with capacity of over 27,800 acre feet. The El Cajon Groundwater Basin is approximately 11.2 square miles. The El Cajon Groundwater Basin lies in the southcentral part of San Diego County. The basin is bounded by impermeable crystalline rocks on the south and east, by semipermeable older Tertiary sedimentary rocks on the west, and by the San Diego River Valley Groundwater Basin on the north. Surface waters drain northwestward to the San Diego River.

El Cajon Groundwater Basin

- Groundwater Basin Number: 9-16
- County: San Diego
- Surface Area: 7,160 acres (11.2 square miles)

Basin Boundaries and Hydrology

The El Cajon Groundwater Basin lies in the southcentral part of San Diego County. The basin is bounded by impermeable crystalline rocks on the south and east, by semi-permeable older Tertiary sedimentary rocks on the west, and by the San Diego River Valley Groundwater Basin on the north. Surface waters drain northwestward to the San Diego River. Average annual precipitation ranges from 11 to 15 inches.

Hydrogeologic Information

Water Bearing Formations

Water-bearing materials in the basin include Pleistocene age alluvium, the Poway Conglomerate, and an older, an underlying sandy siltstone unit (DWR 1986). In addition, water is produced from the underlying fractured crystalline rocks. Total thickness of valley fill ranges to about 350 feet (DWR 1986). An average specific yield for this basin is about 5 percent (DWR 1986).

Pleistocene Alluvium. Pleistocene age alluvium ranges to 50 feet thick and consists of gravel, sand, and silt (DWR 1967; 1986). Wells in this unit yield as much as 250 gpm (DWR 1986).

Poway Conglomerate. The Eocene age Poway Conglomerate consists of sandy conglomerate and conglomeratic sandstone with some interbeds of sand and shale (DWR 1986). This unit ranges to more than 300 feet thick in this basin (DWR 1986).

Sandy Siltstone. A sandy siltstone to mudstone unit underlies the Poway Conglomerate and reaches a maximum of about 325 feet thick (DWR 1986). This unit bears some water, but wells typically yield less than 5 gpm (DWR 1986).

Recharge and Discharge Areas

The dominant source of natural recharge to the basin is from percolation of precipitation, with lesser contributions from underflow from underlying fractured crystalline rocks (DWR 1986). Additional recharge comes from return of applied irrigation water and percolation of septic tank effluent (DWR 1986).

Groundwater Level Trends

Groundwater in this basin moves northwestward towards the San Diego River (DWR 1986).

Groundwater Storage

Groundwater Storage Capacity. The total capacity of this basin is estimated to be about 32,500 af (DWR 1986).

Groundwater in Storage. Groundwater in storage in 1984 was estimated to be about 27,800 af (DWR 1986).

Groundwater Budget (Type C)

Subsurface outflow to the northwest is estimated to be 100 to 140 af/yr (DWR 1986).

Groundwater Quality

Characterization. Groundwater in this basin is generally of sodium chloride character (DWR 1967; 1986). Water from wells sampled in 1984 had TDS concentrations ranging from 637 to 3,960 mg/L with a mean value of 1,640 mg/L (DWR 1986). Water from one public supply well has a TDS concentration of 2,340 mg/L.

Impairments. In the 1960s, groundwater in the basin was rated suitable to inferior for domestic use because of high nitrate content and marginal to inferior for irrigation use because of high chloride content (DWR 1967). In the 1970s, high nitrate and TDS concentrations were listed as a cause for impairment for domestic use (DWR 1975). Groundwater analyzed in 1984 had nitrate concentrations ranging to 185 mg/L with a mean concentration of 69 mg/L, chloride concentrations ranging from 186 to 1,910 mg/L with a mean of 412 mg/L, and sulfate concentrations of 78 to 680 mg/L with a mean of 345 mg/L (DWR 1986).

Water Quality in Public Supply Wells

Constituent Group ¹	Number of wells sampled ²	Number of wells with a concentration above an MCL ³
Inorganics – Primary	1	0
Radiological	1	1
Nitrates	1	0
Pesticides	1	0
VOCs and SVOCs	1	1
Inorganics – Secondary	1	1

¹ A description of each member in the constituent groups and a generalized discussion of the relevance of these groups are included in *California's Groundwater – Bulletin 118* by DWR (2003).

² Represents distinct number of wells sampled as required under DHS Title 22 program from 1994 through 2000.

³ Each well reported with a concentration above an MCL was confirmed with a second detection above an MCL. This information is intended as an indicator of the types of activities that cause contamination in a given basin. It represents the water quality at the sample location. It does not indicate the water quality delivered to the consumer. More detailed drinking water quality information can be obtained from the local water purveyor and its annual Consumer Confidence Report.

Well Characteristics

Well yields (gal/min)		
Municipal/Irrigation	Range: to 250 gal/min (DWR 1986)	Average: 300 gal/min (DWR 1975); 50 gal/min (DWR 1975)
Total depths (ft)		
Domestic	Range:	Average:
Municipal/Irrigation	Range:	Average:

Active Monitoring Data

Agency	Parameter	Number of wells /measurement frequency
	Groundwater levels	
	Miscellaneous water quality	
Department of Health Services and cooperators	Title 22 water quality	1

Basin Management

Groundwater management:

Water agencies

Public	Padre Dam Municipal Water District, San Diego County Water Authority.
Private	

References Cited

- Izbicki, J. A. 1985. Evaluation of the Mission, Santee, and Tijuana Hydrologic Subareas for Reclaimed-Water Use, San Diego County, California. U.S. Geological Survey Water-Resources Investigations Report 85-4032. 99 p.
- California Department of Water Resources (DWR). 1967. Ground Water Occurrence and Quality: San Diego Region. Bulletin No. 106-2. 235 p.
- _____. 1975. California's Ground Water. Bulletin 118. 135 p.
- _____. 1986. San Diego Region Ground Water Studies, Phase III. Southern District Memorandum Report. October 1986. 213 p.

Additional References

- Ellis, A. J., and C. H. Lee. 1919. *Geology and ground waters of the western part of San Diego County, California*. U.S. Geological Survey Water Supply Paper 446. 321 p.

Errata

Substantive changes made to the basin description will be noted here.

Discussion and Action Item E.1.3.
 Prepared by Karl Christensen
 July 1, 2014

Authorization to Disseminate a Request for
 Proposal (RFP) for Deep Irrigation Water Well
 System Engineering, Design and Construction
 at Pepper Drive School

BACKGROUND:

At the June 17, 2014 meeting, Administration provided the Board of Education with information regarding the installation of a new turf field at Pepper Drive School. A new field would require either an upgrade to the existing water delivery system to provide adequate pressure for irrigation or installation of a deep irrigation water well.

Below is a summary of water and sewer costs at Pepper Drive School for the prior 4 years:

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

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

Staff requests Board approval to disseminate a Request for Proposal (RFP) to begin the process for selecting a Design-Build entity. There are very few vendors with the expertise for an endeavor of this magnitude and the work is highly specialized. Legal counsel was contacted for the Hill Creek School project to discuss the best strategy for obtaining the services necessary to complete a project of this type. An opinion was obtained that the District could use the informal bidding procedures under the Uniform Public Construction Cost Accounting Act pursuant to Board Policy 3311. This policy allows the use of informal bidding procedures for public works projects up to \$175,000.

The tentative schedule for a water well RFP process is as follows:

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

RECOMMENDATION:

It is recommended that the Board of Education authorize use of Uniform Public Construction Cost Accounting Act informal bid procedures for disseminating an RFP for deep irrigation water well system engineering, design and construction at Pepper Drive School.

This recommendation supports the following District goals:

Learning Environment

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

Fiscal Accountability

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

FISCAL IMPACT:

Estimated cost of project is approximately \$135,000; to be funded from Capital Improvement Program funds with the potential to be reimbursed from a joint-use partnership if a joint-use project agreement is successful with the County of San Diego.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.1.3.

Discussion and/or Action Item E.1.4.
 Prepared by Karl Christensen
 July 1, 2014

Approval to Award the Acquisition and
 Installation of the Ruckus Wireless Network
 Request for Proposal to Datel Systems, Inc.

BACKGROUND:

On May 20, 2014 the Board of Education authorized administration to post a Request for Proposal (RFP) for the acquisition and installation of a new and enhanced wireless network for the District. The RFP was posted from June 3, 2014 to June 16, 2014 and calls for the replacement of the existing HP Wireless equipment with Ruckus Wireless equipment.

Ruckus Wireless was selected from multiple wireless manufacturers based on the following criteria:

- a. Network Controller Model and Features
- b. Mobile Device Consideration and Density
- c. Network Functionality
- d. Wireless Management
- e. Estimated List Price
- f. Vendor Specific Features

Although there were several inquiries into the Proposal, only 2 vendors submitted an official response to the Proposal. The RFP specifications provided clear direction on the manufacturer hardware sought by the District. Nonetheless, one vendor responded with the wrong manufacturer hardware and is therefore deemed non-responsive.

Vendor 1
Datel Systems Inc.
5636 Ruffin Road
San Diego, CA 92123

Vendor 2
AKINS IT
20321 Irvine Ave
Newport Beach, CA 92660
Non-Responsive: Wrong Manufacturer Hardware

Datel Systems Inc. met all the requirements stated in the Request for Proposal:

Preferred Reseller	Datel Systems has been Ruckus "Big Dog Partner" Preferred Reseller since 2011			
Project Cost	30% lower than CA PEPPM National Cooperative Contract pricing for Wi-Fi Controller* 50% lower than CA PEPPM National Cooperative Contract pricing for Wi-Fi Access Point*			
Project Schedule	Proposed Installation/Implementation Schedule of 5 weeks			
	Phase 1	Material and Planning	3 Days	7/14/2014 7/15/2014
	Phase 2	Unpack, Tag and In-House Configuration	5 Days	7/16/2014 7/22/2014
	Phase 3	Equipment Installation	15 Days	7/23/2014 8/12/2014
	Phase 4	Close Out	4 Days	8/12/2014 8/15/2014
Reference Checks	Oceanside Unified School District San Marcos Unified School District			
Vendor Relationship	Existing Vendor Relationship with Santee School District			

* PEPPM - Pennsylvania Educational Purchasing Program for Microcomputers

RECOMMENDATION:

It is recommended that the Board of Education approve the award for acquisition and installation of the Ruckus Wireless Network RFP to Datel Systems, Inc.

This recommendation supports the following District goals:

Educational Achievement

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

Fiscal Accountability

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

FISCAL IMPACT:

Funding for the Ruckus Wireless hardware and installation will come from the Local Control Funding Formula (LCFF) Digital Learning Initiative budget.

Model	Description	Qty.	Price	Extended
901-3050-UN00	ZoneDirector 3000 w 50 ZoneFlex License	1	\$4,400.00	\$4,400.00
909-0350-ZD00	ZoneDirector 3000 License Upgrade - 350 ZoneFlex License	1	\$17,400.00	\$17,400.00
901-3025-UN00	ZoneDirector 3000 Redundant Controller w 25 ZoneFlex L	1	\$2,900.00	\$2,900.00
803-3000-3RDY	WatchDog ZD3000 Support - 3 Years	1	\$1,094.00	\$1,094.00
841-3050-3000	SLED End User Support ZoneDirector 3050 - 3 Years	1	\$2,754.00	\$2,754.00
841-3350-3L00	SLED End User Support ZoneDirector 3050 - 3 Years	1	\$1,071.00	\$1,071.00
901-R700-US00	ZoneFlex R700 Access Point	400	\$445.00	\$178,000.00
Labor	Rack and Connect ZoneDirector	4	\$125.00	\$500.00
	Configure ZoneDirector	4	\$125.00	\$500.00
	Unpack, Tag, Label and Record AP	40	\$62.50	\$2,500.00
	Install Access Points at Site	96	\$62.50	\$6,000.00
	Configure Access Points and Test	60	\$125.00	\$7,500.00
	Project Management and Walk Thru	24	\$93.75	\$2,250.00
Training	Ruckus ZoneDirector Admin Training	8	\$125.00	\$1,000.00
	CA Sales Tax			\$16,216.00
	PROJECT TOTAL			\$244,085.00

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.1.4.

Discussion and/or Action Item E.2.1.

Approval for Digital Learning Initiative:

- Developing Teacher Leadership for Integrating Technology into Learning

Prepared by Dr. Stephanie Pierce
July 1, 2014

BACKGROUND:

The Digital Learning Initiative proposes the Santee School District collaborate with the Mobile Technology Learning Center (MTLC) at the University of San Diego professional learning program to enhance the abilities of Santee School District teachers to effectively integrate new technologies and pedagogies within the 21st century learning environment.

MTLC will engage the District's leadership team in the implementation of the mobile technology learning approach, assist the District in implementing the plan for the effective use of mobile technology in schools, and build continued and ongoing capacity within the District.

Katie Martin, Ph.D., will provide support to all schools in the District, working with teachers on special assignment, principals and staff. Richard Thome will serve as the Principal Investigator at the University of San Diego for this project. The Services Agreement which includes the Scope of Work is attached for review.

RECOMMENDATION:

Administration recommends approval of the Services Agreement with the University of San Diego to support the Digital Learning Initiative.

This recommendation supports the following District goals:

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

FISCAL IMPACT:

Funding for these systems will come from Local Control Funding Formula (LCFF). The cost of this program includes 40 days at a rate of \$1,200 per day for a total of \$48,000.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.1.

Services Agreement

This **Services Agreement** is entered into by and between the University of San Diego, a California non-profit corporation (“USD”), and Santee School District (“Sponsor”).

WHEREAS, USD is a non-profit educational institution whose faculty and staff conduct research and perform other services in support of USD’s non-profit research and educational objectives, and Sponsor would like USD to conduct the services described in this Agreement; and

WHEREAS, USD and the School of Leadership and Education Sciences (“SOLES”), a school within USD, conducts a variety of programs at the undergraduate, masters and doctoral levels in learning and teaching, counseling and education administration, among other areas. Within SOLES resides the Mobile Technology Learning Center which, together with other endeavors, conducts research projects to fuel innovation in the K-12 environment;

WHEREAS, the services contemplated by this Agreement are of mutual interest and benefit to USD and to Sponsor, will further the instructional, scholarship and research objectives of USD in a manner consistent with its status as a non-profit educational institution, and may result in benefits for both USD and Sponsor through improvements, inventions and/or discoveries;

NOW, THEREFORE, in consideration of the agreements and covenants set forth in this Agreement, the parties agree as follows:

1. **Services**. USD agrees to perform the services described in the Statement of Work, attached to this Agreement as Attachment A and incorporated herein by reference (the “Project”). In the event of a dispute between this Agreement and the Statement of Work, the terms of this Agreement will apply.
2. **Principal Investigator**. Richard Thome will serve as the Principal Investigator at USD for the Project. If the Principal Investigator leaves the employ of USD or otherwise is not able or willing to serve as the Principal Investigator for the Project, USD, after consultation with Sponsor, will assign a new Principal Investigator to the Project.
3. **Period of Performance**. The period of performance of this Agreement shall commence on July 1, 2014, and shall end on June 30, 2015, unless this Agreement is terminated earlier as set forth below. The parties may agree in writing to extend the period of performance.
4. **Costs and Payments**.
 - a. Sponsor shall reimburse USD for all direct and indirect costs incurred in the conduct of the Project in a total amount not to exceed \$48,000 (“Project Cost”).
 - b. The payment shall be made by Sponsor as follows (mark as appropriate):
 - In full upon the execution of this Agreement
 - In accordance with the payment schedule identified on Attachment A

- c. All payments by Sponsor shall be made payable to the University of San Diego and sent to the Office of the Controller, University of San Diego, 5998 Alcalá Park, San Diego, CA 92110.
5. **Records and Written Reports.** Principal Investigator shall maintain records of the results of the Project and will provide Sponsor with reports of the progress and results of the Project if and as required in Attachment A. USD shall maintain records of the use of the funds provided by Sponsor and shall make such records available to Sponsor upon reasonable notice during USD's normal business hours, but not more frequently than once each calendar year.
 6. **Equipment.** USD shall retain the title to and ownership of all equipment and property purchased by USD under this Agreement.
 7. **Termination.** Either party may terminate this Agreement for any reason upon thirty (30) days' prior written notice to the other. If a party materially breaches this Agreement, the other party may terminate this Agreement effectively immediately upon written notice. In the event of termination, Sponsor will reimburse USD for all expenses incurred through the date of termination and all non-cancellable commitments entered into by USD prior to the date of termination in order to carry out the Project contemplated under this Agreement.
 8. **Independent Contractor.** In the performance of activities contemplated by this Agreement, USD will at all times act as an independent contractor of Sponsor. This Agreement does not constitute and shall not be construed as constituting a partnership, joint venture association, or other affiliation or like relationship between parties. Neither party shall have the right to obligate or bind the other in any manner whatsoever with respect to any third party, and nothing herein contained shall give or is intended to give any right to a third party.
 9. **Publicity.** Sponsor will not use USD's name or trademarks or the name of any member of USD's Project staff in any publicity, advertising or news release without the prior written approval of an authorized representative of USD. USD shall have the right to acknowledge Sponsor as a sponsor and identify the nature of the research and the dollar value of the award in USD records and reports prepared in the normal course of business. Other uses of Sponsor's name in any publicity, advertising or news release require the prior written approval of Sponsor.
 10. **Indemnification.** Sponsor shall defend, indemnify and hold USD and its employees and agents harmless from any and all liability, claims, demands, suits, costs, charges and expenses, including without limitation attorneys' fees, arising out of Sponsor's use of the results of the Project, the negligence or willful misconduct of Sponsor or Sponsor's employees or agents, the breach by Sponsor of its responsibilities under this Agreement, or the exercise of any right or license granted to Sponsor under this Agreement.

USD agrees to indemnify and hold harmless Sponsor from any and all claims, damages, liabilities, or costs, including reasonable attorney's fees and defense costs, arising or allegedly arising from the negligence or willful misconduct of the officers, employees, or agents of USD

11. **Disclaimer/Limitation of Liability.**

- a. USD MAKES NO WARRANTIES OR GUARANTEES WITH RESPECT TO THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT, NOR DOES USD WARRANT OR GUARANTEE THAT THE SERVICES WILL BE ERROR-FREE. THE SERVICES ARE DELIVERED AS-IS. THERE ARE NO WARRANTIES OR CONDITIONS, WRITTEN OR ORAL, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES PROVIDED BY USD, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, AGAINST INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.
- b. USD shall not be liable to Sponsor or to any third party for any reason arising out of or relating to this Agreement for lost profits, lost business opportunity, lost data, interruption of business, costs of procurement of substitute services, or for any direct, indirect, consequential, exemplary or incidental damages arising out of or relating to the services provided by USD under this Agreement, however caused and whether arising under contract, negligence or other tort, or any other theory of liability. To the maximum extent permitted by applicable law, USD's entire liability for direct damages arising out of or relating to any of the services it provides pursuant to this Agreement shall be limited to the Project Costs paid by Sponsor under this Agreement.

12. **Insurance.** USD maintains liability insurance that provides coverage for USD employees acting within the scope of their employment with USD while performing activities in connection with this Agreement. Upon written request from Sponsor, USD will provide Sponsor with a certificate evidencing insurance coverage.

13. **Intellectual Property.** All intellectual property that USD creates or develops pursuant to this Agreement (collectively "Works") shall be the sole and exclusive property of USD. Upon payment of all Project Costs due under this Agreement, USD grants to Sponsor a limited, non-exclusive license to use the Works for non-commercial purposes in a manner consistent with the Scope of Work. Sponsor agrees not to sell or assign any rights to the Works to any other third party or otherwise use the Works for any commercial purpose, without advance written authorization from USD.

14. **Non-Disclosure of Confidential Information.** Any knowledge, know-how, practices, processes or other information disclosed or submitted in writing or other tangible form which is designated by a party as "Confidential Information" and labeled "Confidential" shall be maintained by the receiving party in a confidential manner and shall not be disclosed to any third party, without the advance written permission of the disclosing party. The parties may disclose Confidential Information to their employees requiring access to the information for purposes relating to this Agreement. Neither party will be held financially liable for any inadvertent disclosure, but each will agree to use its reasonable efforts not to disclose designated Confidential Information. Nothing contained herein will in any way restrict or impair either party's right to use, disclose or otherwise deal with any Confidential Information which at the time of its receipt is generally available in the public domain or thereafter becomes available to the public through no act of the receiving party; was independently known prior to receipt thereof or made available to the

receiving party as a matter of lawful right by a third party; is required by government regulation, by law, or by a court of competent jurisdiction to be disclosed, provided that the disclosing party is given adequate notice to allow it to object to the disclosure; or has already been developed by the receiving party independently of any acts of the disclosing party.

15. **Publication.** USD shall have the right to publish the results of the Project. USD will furnish Sponsor with a copy of any proposed publication thirty (30) days in advance of the proposed publication date. Sponsor may request USD to delay release of such proposed publication for a maximum of an additional thirty (30) days in order to protect Sponsor's intellectual property or Sponsor's confidential information. In the event Sponsor makes such an objection, the parties will negotiate in good faith with one another to arrive at an acceptable version.
16. **Debarment, Suspension, and Other Responsibility Matters.** By signing this Agreement, Sponsor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any United States governmental department or agency.
17. **Compliance with Law and USD Policies.** The parties agree to comply with all applicable federal, state and local laws, regulations and USD policies that relate to the performance of this Agreement.
18. **Entire Agreement.** The parties declare and represent that no promise, inducement or agreement not herein expressed has been made to them and that this Agreement contains the full and entire agreement between and among the parties relating to the subject matter herein, and that the terms of this Agreement are contractual and not a mere recital.
19. **Amendment/Severability/Assignment.** This Agreement may not be amended, except through a writing signed by Sponsor and an authorized representative of USD. If any provision of this Agreement, or part thereof, is held invalid, void or voidable as against public policy or otherwise, the invalidity shall not affect other provisions, or parts thereof, which may be given effect without the invalid provision or part. To this extent, the provisions, and parts thereof, of this Agreement are severable. The rights and responsibilities under this Agreement are not assignable or transferable.
20. **Applicable Law/Dispute Resolution.** This Agreement shall be governed by the laws of the State of California. Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration under the applicable rules of JAMS. The venue for the arbitration shall be in San Diego, California. Each party shall be responsible for its own costs and attorneys' fees incurred in connection with the arbitration.
21. **Force Majeure.** Neither party shall be responsible for any delays or failure to perform its responsibilities under this Agreement due to acts of God, strikes, war, insurrection, embargoes, governmental restrictions, acts of government or governmental authorities, acts of terrorism, pandemic events, outbreaks of infectious diseases, other disturbances, or other causes of any kind beyond the control of the party.

22. **No Third Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of and be enforceable only by the parties to this Agreement. No third party shall be a beneficiary of or have any right to enforce the terms of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

23. **Authority/Counterparts.** By signing below, the representative from each party represents that he/she is duly authorized to sign the Agreement on behalf of either USD or Sponsor. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same agreement. The parties may execute this Agreement via facsimile or electronic mail transmission.

In witness whereof, the parties have executed this Agreement as of the dates set forth below.

SPONSOR

UNIVERSITY OF SAN DIEGO

By: _____

By: _____

Thomas Herrinton, Ph.D., Vice Provost

Name and Title (Printed)

Date

Date

PRINCIPAL INVESTIGATOR

Signature

Name (Printed)

Date

Services Agreement

Attachment A

SCOPE OF WORK:

The Mobile Technology Learning Center will perform the following services to Client:

1. Support teachers on special assignment (TOSA's) to assist them in the development of coaching strategies and effective systems to support principals and teachers. 15 days @ \$1200 per day.
2. Support principals to develop systems to support teachers and facilitate technology integration to include:
 - a. school vision and goals
 - b. professional development at the school level
 - c. grade level collaboration
 - d. observations of experienced teachers to include lesson study and co-teaching
 - e. development of personalized teacher goals and self-directed professional learning
 - f. individual coaching10 days @ \$1200 per day
3. Support principals to develop systems to monitor and provide feedback to teachers to include:
 - a. personalized learning plans
 - b. effective observations
 - c. coaching and feedback cycles8 days @ \$1200 per day
4. Collaborate with Santee staff to develop and implement systems to build capacity and support competency-based professional development of all teachers through professional learning opportunities. 2 days @ \$1200 per day
5. Collaborate with Santee staff to (1) develop a continuum of skills for principals to effectively lead in their daily supervision and observation of instruction in the classroom and (2) provide differentiated training to principals to build their leadership capacity. 5 days @ \$1200 per day

WRITTEN REPORTS OR OTHER DELIVERABLES:

No written deliverables. Strictly: professional development, training, and education.

PAYMENT AND PAYMENT SCHEDULE:

Sponsor shall pay the Mobile Technology Learning Center \$48,000 for the professional development services described above.

Payment shall be made by Sponsor within 30 days of receipt of the invoice and will be billed on a monthly basis beginning August 1, 2014.

BOARD POLICIES AND BYLAWS Item F.

Agenda Item F.

Board Policies and Bylaws Item F.1.1.

Review: Mandatory Biennial Review
BB 9270 Conflict of Interest

Prepared by Dr. Cathy Pierce
July 1, 2014

BACKGROUND:

Government Code Section 87306.5 requires every local government agency to review its Conflict of Interest Code biennially to determine if it is accurate or if there is a need for it to be amended. BB 9270 was last reviewed and approved by the Board on August 7, 2012. To comply with the law and begin the biennial rotation once again, BB 9270 is being submitted for your review.

RECOMMENDATION:

Board Bylaw 9270 is submitted for a review only. Action is at the discretion of the Board. If no action is taken, BB 9270 will return for a second review and approval.

FISCAL IMPACT:

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

Motion: _____ Second: _____ Vote: _____ Agenda Item F.1.

CONFLICT OF INTEREST

Incompatible Activities

Members of the Governing Board shall not engage in any employment or activity which is inconsistent with, incompatible with, in conflict with or inimical to the Board member's duties as an officer of the district.

Conflict of Interest Code

Board members and designated employees of the district shall adhere to the financial disclosure requirements of the district's conflict of interest code adopted pursuant to the provisions of Government Code 87300. The district's conflict of interest code shall comprise of the terms of California Code of Regulations, Title 2, Section 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with a district attachment specifying designated positions and the specific types of disclosure statements required for each position.

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code in even-numbered years. If no change in the code is required, the district shall submit by October 1 a written statement to that effect to the code reviewing body. If a change in the code is necessitated by changed circumstances, the district shall submit an amended code to the code reviewing body.

When a change in the district's conflict of interest code is necessitated by changed circumstances such as the creation of new designated positions, amendments or revisions shall be submitted to the code reviewing body within 90 days.

When reviewing and preparing conflict of interest codes, the district shall provide officers, employees, consultants and members of the community adequate notice and a fair opportunity to present their views.

If a Board member or designated employee determines that he/she has a financial interest in a decision, as described in Government Code 87103, this determination shall be disclosed. The member shall be disqualified from voting unless his/her participation is legally required.

Statements of economic interests submitted to the district by designated employees in accordance with the conflict of interest code shall be available for public inspection and reproduction.

Financial Interest

Board members and designated employees shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as Board members or designated employees

CONFLICT OF INTEREST (continued)

A Board member shall not be considered to be financially interested in a contract if his/her interest includes, but is not limited to, any of the following:

1. That of an officer who is being reimbursed for his/her actual and necessary expenses incurred in the performance of an official duty
2. That of a recipient of public services generally provided by the public body or board of which he/she is a member, on the same terms and conditions as if he or she were not a member of the board
3. That of a landlord or tenant of the contracting party if such contracting party is the federal government or any federal department or agency, this state or an adjoining state, any department or agency of this state or an adjoining state, any county or city of this state or an adjoining state, or any public corporation or special, judicial or other public district of this state or an adjoining state unless the subject matter of such contract is the property in which such officer or employee has such interest as landlord or tenant in which even his/her interest shall be deemed a remote interest within the meaning of, and subject to, the provisions of Government Code 1091
4. That of a spouse of an officer or employee of the district if his/her spouse's employment or office holding has existed for at least one year prior to his/her election or appointment
5. That of a nonsalaried member of a nonprofit corporation, provided that such interest is disclosed to the Board at the time of the first consideration of the contract, and provided further that such interest is noted in its official records
6. That of a noncompensated officer of a nonprofit, tax-exempt corporation which, as one of its primary purposes, supports the functions of the nonprofit board or to which the school Board has legal obligation to give particular consideration, and provided further that such interest is noted in its official records
7. That of a person receiving salary, per diem, or reimbursement for expenses from a governmental entity, unless the contract directly involves the department of the government entity that employs the officer or employee, provided that such interest is disclosed to the Board at the time of consideration of the contract, and provided further that such interest is noted in its official records
8. That of an attorney of the contracting party or that of an owner, officer, employee or agent of a firm which renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of less than 10 percent in the law practice or firm, stock brokerage firm, insurance firm or real estate firm

CONFLICT OF INTEREST (continued)

In addition, a Board member or employee shall not be deemed to be interested in a contract made pursuant to competitive bidding under a procedure established by law if his/her sole interest is that of an officer, director, or employee of a bank or savings and loan association with which a party to the contract has the relationship of borrower or depositor, debtor or creditor.

A Board member shall not be deemed to be financially interested in a contract if he/she has only a remote interest in the contract and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract. Remote interests are specified in Government Code 1091(b); they include, but are not limited to, the interest of a parent in the earnings of his/her minor child.

A Board member may enter into a contract if the rule of necessity or legally required participation applies as defined in Government Code 87101.

Even if there is no prohibited or remote interest, a Board member shall abstain from voting on personnel matters that uniquely affect a relative of the Board member. A Board member may vote, however, on collective bargaining agreements and personnel matters that affect a class of employees to which the relative belongs. "Relative" means an adult who is related to the person by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree.

A relationship within the third degree includes the individual's parents, grandparents and great-grandparents, children, grandchildren and great-grandchildren, brothers, sisters, aunts and uncles, nieces and nephews, and the similar family of the individual's spouse unless the individual is widowed or divorced.

Gifts/Honoraria

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730. -This amount is adjusted on odd numbered years by the FPPC. The limitations on gifts do not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

Gifts of travel and related lodging and subsistence shall be subject to the prevailing gift limitation except as described in Government Code 89506. A gift of travel does not include travel provided by the district for Board members and designated employees.

CONFLICT OF INTEREST (continued)

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, in accordance with law.

The term honorarium does not include:

1. Earned income for personal services customarily provided in connection with a bona fide business, trade or profession unless the sole or predominant activity of the business, trade or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

**APPENDIX
DESIGNATED POSITIONS/DISCLOSURE CATEGORIES**

1. Persons occupying the following positions are designated employees in Category 1:

Governing Board Members
Superintendent of Schools
Assistant/Associate Superintendents
Director of Fiscal Services

Designated persons in this category must report:

- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries or of any land owned or used by the district. Such interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property.
- b. Investments or business positions in or income from sources which:
 - (1) Are engaged in the acquisition or disposal of real property within the district
 - (2) Are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district or
 - (3) Manufacture or sell supplies, books, machinery or equipment of the type used by the district

CONFLICT OF INTEREST (continued)

2. Persons occupying the following positions are designated employees in Category 2:

Director
Principal

Designated persons in this category must report investments or business positions in or income from sources which:

- a. Are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs, or
 - b. Manufacture or sell supplies, books, machinery or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.
3. Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18701)

- a. Approve a rate, rule or regulation
- b. Adopt or enforce a law
- c. Issue, deny, suspend or revoke a permit, license, application, certificate, approval, order or similar authorization or entitlement
- d. Authorize the district to enter into, modify or renew a contract that requires district approval
- e. Grant district approval to a contract or contract specifications which require district approval and in which the district is a party
- f. Grant district approval to a plan, design, report, study or similar item
- g. Adopt or grant district approval of district policies, standards or guidelines

CONFLICT OF INTEREST (continued)

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's Conflict of Interest Code. (2 CCR 18701)

*Legal Reference:*EDUCATION CODE

1006 *Qualifications for holding office*
 35107 *School district employees*
 35230-35240 *Corrupt practices*
 35233 *Prohibitions applicable to members of governing boards*
 35239 *Compensation for board members in districts under 70 ADA*

GOVERNMENT CODE

1090-1098 *Prohibitions applicable to specified officers*
 1125-1129 *Incompatible activities*
 81000-91015 *Political Reform Act of 1974, especially:*
 82011 *Code reviewing body*
 82019 *Definition of designated employee*
 82028 *Definition of gifts*
 82030 *Definition of income*
 87100-87103.6 *General prohibitions*
 87200-87210 *Disclosure*
 87300-87313 *Conflict of interest code*
 87500 *Statements of economic interests*
 89501-89503 *Honoraria and gifts*
 91000-91014 *Enforcement*

CODE OF REGULATIONS, TITLE 2

18110-18997 *Regulations of the Fair Political Practices Commission, especially:*
 18702.5 *Public identification of a conflict of interest for Section 87200 filers*

COURT DECISIONS

Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th. 655
Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

ATTORNEY GENERAL OPINIONS

86 *Ops.Cal.Atty.Gen.* 138(2003)
 85 *Ops.Cal.Atty.Gen.* 60 (2002)
 82 *Ops.Cal.Atty.Gen.* 83 (1999)
 81 *Ops.Cal.Atty.Gen.* 327 (1998)
 80 *Ops.Cal.Atty.Gen.* 320 (1997)
 69 *Ops.Cal.Atty.Gen.* 255 (1986)
 68 *Ops.Cal.Atty.Gen.* 171 (1985)
 65 *Ops.Cal.Atty.Gen.* 606 (1982)

*Management Resources:*WEB SITES

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Bylaw adopted: February 17, 2009
 Bylaw reviewed: December 15, 2009, July 20, 2010
 Reviewed and Amended: August 7, 2012

SANTEE SCHOOL DISTRICT

Santee, California

BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS Item G.

Agenda Item G.

CLOSED SESSION Item H.

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

The Board will go into Closed Session to discuss:

1. **Conference with Labor Negotiator** (Gov. Code § 54957.6)
Purpose: Negotiations
Agency Negotiators: Tim Larson, Assistant Superintendent
Karl Christensen, Assistant Superintendent
Employee Organization: Santee Teachers Association (STA)

2. **Conference with Labor Negotiator** (Gov. Code § 54957.6)
Purpose: Negotiations
Agency Negotiators: Tim Larson, Assistant Superintendent
Karl Christensen, Assistant Superintendent
Employee Organization: Classified School Employees Association (CSEA)

3. **Conference with Legal Counsel - Anticipated Litigation** (Gov. Code § 54956.9)
- One Case

4. **Conference with Real Property Negotiators** (Govt. Code § 54956.8)
Property Addresses:
 - *Parcels 383-112-05 and 383-112-28 located on the north side of Prospect Avenue east of Marrokal Lane (known as the Renzulli Site)*
 - *10335 Mission Gorge Road, Santee 92071 (formerly known as Santee School Site)**Agency Negotiator: Karl Christensen, Assistant Superintendent*

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

RECONVENE TO PUBLIC SESSION Item I.

ADJOURNMENT Item J.