



Santee School District

SCHOOLS:

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

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

BOARD OF EDUCATION REGULAR MEETING A G E N D A September 6, 2011

District Mission

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

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

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<i>Items listed under Consent are considered to be routine and are acted on by the Board with a single motion. There is no discussion of these items prior to the Board vote unless a member of the Board, staff, or public requests specific items be considered separately. Request to speak cards should be submitted in advance.</i>	
Superintendent	
1.1. <u>Approval of Minutes</u>	16
It is recommended that the Board of Education approve meeting minutes with any necessary modifications.	
Business Services	
2.1. <u>Approval/Ratification of Travel Requests</u>	22
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. <u>Approval/Ratification of Revolving Cash Report</u>	24
It is recommended that the Board of Education approve checks on the \$15,000 Revolving Cash Account as listed in the item.	
2.3. <u>Acceptance of Donations</u>	26
It is recommended that the Board of Education accept the donations as listed in the item.	
2.4. <u>Approval of Consultants and General Service Providers</u>	27
It is recommended that the Board of Education approve agreements with Consultants and General Service Providers as presented.	
2.5. <u>Adoption of Resolution #1112-04 to Certify 2010-11 Gann Limit Appropriations Recalculation and an Estimated Limit for 2011-12.</u>	29
It is recommended that the Board of Education adopt Resolution #1112-04 for the recalculation of appropriation limit and funds subject to the Gann Limit for the fiscal year 2010-11 and an estimate for 2011-12.	
2.6. <u>Approval of Transportation Services Agreement with Grossmont Union High School District</u>	31
It is recommended that the Board of Education approve the student transportation services agreement between Grossmont Union High School District and Santee School District on an as-needed basis.	
Capital Improvement Program	
3.1. <u>Retention Reduction For Capital Improvement Program Modernization Projects at Chet F. Harritt, Hill Creek, and PRIDE Academy at Prospect Avenue Schools</u>	37
It is recommended that the Board of Education authorize the reduction of the construction retention from 10% to 5% for the modernization contracts at Chet F. Harritt, Hill Creek, and PRIDE Academy at Prospect Avenue schools and release funds in excess of the 5% retention to Barnhart Balfour Beatty.	

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Human Resources/Pupil Services	
4.1. <u>Personnel, Regular</u>	38
It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations and dismissals.	
4.2. <u>Approval to Change Classification of Food Service Worker I Positions Located at School Sites to Food Service Worker I-A; and Revisions to Job Descriptions</u>	41
It is recommended that the Board of Education approve the change in classification and revisions to job descriptions.	
4.3. <u>Approval of Reclassification for the Food Service Utility Worker Positions; Revisions to Job Description; and Increase in Work Year</u>	46
It is recommended that the Board of Education approve reclassification, revisions to job description, and increase in work of year.	
4.4. <u>Approval to Extend Short Term Positions</u>	49
It is recommended that the Board of Education approve the extension of short term positions.	
E. DISCUSSION AND/OR ACTION ITEMS	50
<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>	
Superintendent	
1.1. <u>Proposed Calendar of Annual Meetings and/or Events for 2011-12</u>	51
This is an information item. Discussion is requested to determine if any changes in format are desired by the Board. Action is at the discretion of the Board.	
1.2. <u>Child Nutrition Services Program Menus and Meal Nutritional Information</u>	52
This is an information only item. Action is at the discretion of the Board.	
Business Services	
2.1. <u>Approval of 2010-11 Unaudited Actuals Report</u>	53
It is recommended that the Board of Education approve the 2010-11 Unaudited Actuals Report with all required State forms.	
Human Resources/Pupil Services	
3.1. <u>Student Attendance Program</u>	54
Student attendance information for the 2010-11 school year will be presented to the Board.	
F. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS	55

- G. CLOSED SESSION** 56
1. **Conference with Labor Negotiator** (Govt. Code § 54956.8)
Purpose: Negotiations
Agency Negotiator: Karl Christensen, Asst. Superintendent
Employee Organization: Classified School Employees Association
 2. **Conference with Legal Counsel** (Subdivision (a) of Govt. Code § 54956.9)
Anticipated Litigation: One potential case
- H. RECONVENE TO PUBLIC SESSION** 56
- I. ADJOURNMENT** 56

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
September 20, 2011, at 7:00 p.m. in the Douglas E. Giles Educational Resource Center.*

Santee School District complies with the Americans with Disabilities Act. If you require reasonable accommodations including alternate formats for this meeting, contact the Superintendent's Office at (619) 258-2304 at least two (2) days before the meeting date.

Members present:

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

OPENING PROCEDURES ITEM A.

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

2. District Mission

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

3. Pledge of Allegiance

4. Approval of Agenda for the September 6, 2011 regular meeting

Agenda Item A.

Reports and Presentations Item B.1. Superintendent's Report
Prepared by Dr. Patrick Shaw
September 6, 2011

The following items are presented for Board information:

- 1.1. Developer Fees Collection Report
- 1.2. Claims Against the District
- 1.3. Schedule of Upcoming Events

Agenda Item B.

**DEVELOPER FEES COLLECTION REPORT
2011-12
CUMULATIVE THROUGH AUGUST 26, 2011**

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

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

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

COM	RES	ADDRESS	DATE OF COLLECT.	SQUARE FEET	AMOUNT	SCHOOL OF ATTENDANCE
	X	9733 Notnil Court	07/18/11	615	\$2,189.40	HC
	X	9526 St. Andrews Drive	07/18/11	567	\$2,018.52	CO
	X	8321 Big Rock Road	07/21/11	785	\$2,794.60	CFH
X		1800 Joe Crosson Drive	08/02/11	3,016	\$874.64	PD
	X	1992 Los Senderos Drive (McMillin Morningview)	08/08/11	3,206	\$11,413.36	PD
	X	2084, 2144, 2155 Los Senderos Drive (McMillin Morningv	08/08/11	7,537	\$26,831.72	PD
	X	2037 Los Senderos Drive (McMillin Morningview)	08/08/11	2,000	\$7,120.00	PD
TOTAL PAGE 1					\$53,242.24	

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

CLAIMS AGAINST THE DISTRICT

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

<u>SITE OF OCCURRENCE</u>	<u>DATE OF OCCURRENCE</u>	<u>DESCRIPTION/ACTION</u>
Wethersfield Road, Santee	March 3, 2011	Negligence / Personal Injury

Schedule of Upcoming Events

Date	Event
September 6	First Day of School Board Meeting 7:00 p.m.
September 20	Board Meeting 7:00 p.m.
October 4	Board Meeting 7:00 p.m.
October 18	Board Meeting 7:00 p.m.
November 1	Principal Meeting with the Board 6:00 p.m. Board Meeting 7:00 p.m.
November 11	Veterans' Day Holiday Schools and Departments Closed
November 15	Board Meeting 7:00 p.m.
November 21-25	Thanksgiving Break Schools Closed
November 28	Student Meeting with the Board Time and Location To Be Determined
December 5-9	Parent-Teacher Conferences Minimum Days
December 6	Board Meeting 7:00 p.m.
December 19 through January 2	Winter Break Schools Closed

Reports and Presentations Item B.2.

Spotlight: Professional Leadership
Team Video

Prepared by Dr. Patrick Shaw
September 6, 2011

BACKGROUND:

During the last school year, the Professional Leadership Team has worked on creating “The Story of Santee School District.” The Professional Leadership Team was divided into five (5) groups (families), each consisting of diverse job responsibilities, in order to obtain outcomes that addressed all facets of the school district. The project culminated as they returned in August with each family assembling and presenting “The Santee Story” in a photo essay.

Tonight, the Superintendent will present the first of the five (5) video presentations resulting from this project.

Agenda Item B.2.

Reports and Presentations Item B.3.

Presentation from Santee School
District Foundation

Prepared by Dr. Patrick Shaw
September 6, 2011

BACKGROUND:

The Santee School District Foundation has requested the opportunity to present to the Board their donation to Santee School District for the 2011-12 school year.

Tonight, the Foundation Board Officers will present a check to the Board of Education.

Agenda Item B.3.

Reports and Presentations Item B.4.
Prepared by Kristin Baranski
September 6, 2011

Report on 2011 API and AYP Results

BACKGROUND

Tonight Kristin Baranski, Director of Educational Services, will be providing a brief overview of the 2011 API and AYP data recently received by the District.

Agenda Item B.4.

Reports and Presentations Item B.5.

Report on Professional Development
from The Writing Project, Teachers
College at Columbia University

Prepared by Kristin Baranski
September 6, 2011

BACKGROUND

During the week of August 15 – 19, Kristin Baranski, Director of Educational Services, Dr. Stephanie Pierce, Principal at Carlton Oaks School, and Lori Meaux, junior high teacher at Carlton Oaks School, attended a weeklong workshop at Columbia University on the teaching of writing in grades K – 8. This evening, Kristin Baranski will provide an overview of the professional development outcomes and next steps associated with this training for Santee School District.

Agenda Item B.5.

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 Dr. Patrick Shaw
September 6, 2011

BACKGROUND:

Presented for Board approval –

- August 16, 2010, regular meeting minutes
- August 30, 2011, special meeting minutes

RECOMMENDATION:

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

Motion:

Second:

Vote:

Item D.1.1.

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

August 16, 2011
MINUTES

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

A. OPENING PROCEDURES

1. Call to Order and Welcome
President Ryan called the meeting to order at 7:00 p.m. and read the District Mission Statement.
Members present:
Barbara Ryan, President
Dan Bartholomew, Vice President
Dianne El-Hajj, Clerk
Ken Fox, Member
Dustin Burns, Member
Administration present:
Dr. Patrick Shaw, Superintendent and Secretary to the Board
Karl Christensen, Assistant Superintendent, Business Services
Minnie Malin, Assistant Superintendent, Human Resources/Pupil Services
Linda Vail, Executive Assistant and Recording Secretary
2. President Ryan invited Conner Erwin, an 8th grader from Chet F. Harritt School, to lead the members, staff and audience in the Pledge of Allegiance.
3. Approval of Agenda
It was moved and seconded to approve the agenda.
Motion: El-Hajj Second: Burns Vote: 5-0

B. REPORTS AND PRESENTATIONS

1. Superintendent's Report

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

Dr. Shaw shared the Professional Leadership Team has developed group photo essays about Santee School District. He will be bringing one to present at each of the next five Board meetings. Dr. Shaw also reported that Kristin Baranski, Director of Curriculum; Stephanie Pierce, Principal; and teacher Laurie Meaux, are currently at the Teachers College at Columbia University attending a Lucy Caulkins workshop on *Developing Students as Writers*.

2. Spotlight: Mr. David Faber

Dr. Shaw introduced Mr. David Faber, a local author and award-winning educator, who has shared with hundreds of students in Santee School District the experiences he, his family, and many others endured during the Holocaust. Students, parents, and faculty are extremely inspired by his story of survival through nine concentration camps and empathetic to the suffering that he and many others faced during World War II. Teachers often use this assembly to promote tolerance and cooperation among students. President Ryan, along with the Board Members, presented Mr. Faber with a certificate of appreciation for his tireless efforts in educating our students through his public speaking.

Mr. Faber graciously accepted the certificate and told the Board that after living through the horrible experiences, he wished to make it his life work to educate the world and to stop hate. Mr. Faber also shared that through his extensive travels throughout the world, he believes the children of the United States are the best children in the world. Mr. and Mrs. Faber thanked the Board for this recognition.

C. PUBLIC COMMUNICATION

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

D. CONSENT ITEMS

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

1.1. Approval of Minutes

2.1. Approval/Ratification of Travel Requests

2.2. Approval of Consultants and General Service Providers

2.3. Approval/Ratification of Expenditure Warrants

2.4. Approval/Ratification of Purchase Orders

2.5. Approval/Ratification of Revolving Cash Report

2.6. Adoption of Resolution No. 1112-03 Authorizing Execution of Lease with California Capital Leasing Corporation for the Purchase of Two Relocatable Buildings Through Silver Creek Under a Piggyback Bid for Hill Creek School Project SAFE

3.1. Approval/Ratification of Construction Protection Services for Extra Security at Schools Under Construction

3.2. Approval/Ratification to Purchase Library Stack Shelving Systems for Hill Creek, PRIDE Academy and Chet F. Harritt Schools

4.1. Personnel, Regular

It was moved and seconded to approve Consent Items.

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

E. DISCUSSION AND/OR ACTION ITEMS

1.1. Plan for Reduction of the Ongoing Structural Deficit

Dr. Shaw reported since June Executive Council has been discussing possible ways to size down the structural budget deficit and that there will be financial considerations that may come to the Board all at one time when the economy and funding for schools begins to be restored. These discussions have prompted Karl Christensen to think in a different direction. He looked at the long term debt that resulted from retirement incentives and the possibilities of paying down or paying off the ongoing costs, which would reduce the structural budget gap. This would be contingent on decisions made at the State and if the District will have to incur mid-year budget cuts.

Mr. Christensen reported the District currently owes approximately \$2.4 million to STRS (State Teacher's Retirement System) for 2-year service credit retirement incentives provided over the last 7 years. This debt is paid over an 8-year period and incurs interest charges at various rates established by STRS at the time the employee retires. The most recent retirement incentive offered at the end of the 2009-10 school year produced the most participants (38). Twenty-seven (27) retired as of July 1, 2009. The July 1st date coincided with a substantial increase in the interest rate STRS charged. The District is currently paying 4.75% for the retirees from 2009-10 that retired prior to July 1, 2010 and 8% for those that retired on July 1st. If the debt for the 27 participants retiring on July 1, 2010 were paid off over 8 years, the District would pay over \$520,000 in total interest costs. Paying off the debt, especially the 8% interest debt, using one-time reserves would reduce the on-going structural deficit for future years and save the District money.

Administration recommended a two phase approach to eliminating the long term debt:

- **Phase 1:** Payoff the debt incurring interest at 8% per year on or before September 30, 2011, saving \$385,000 in interest costs and reducing the on-going structural deficit by \$275,000. Total payoff is \$1,235,909 plus accrued interest for one month.
- **Phase 2:** In January, if there are no, or little, additional cuts to education, payoff the remainder of the 2-Year Service Credit debt on or before June 30, 2012. Total payoff is \$1,155,256 plus accrued interest from July 2011.

Paying off this long term debt early will reduce the amount of General Fund cash available in 2011-12 which may require obtaining a County Treasury loan towards the end of the fiscal year at near 0% interest.

Member El-Hajj moved to approve the plan to reduce the District's structural deficit by paying off the STRS 2-Year Service Credit Long Term debt in two phases.

Board members discussed the high percent of interest being charged by STRS for the service credits for employees with a retirement date of July 1, 2011. Administration was not aware that the interest rate would be higher for these employees. This is something to be aware of in the future and Administration has made note of this.

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

1.2. Plan to Reduce Class Size in Primary Grades (K-3)

Dr. Shaw reported that currently Santee School District participates in the State's Class Size Reduction (CSR) program. When a CSR primary classroom has student numbers above 20:1 the District receives a penalty, up to a maximum of 30%, depending on the increase in number of students per class. To address severe budgetary demands, in the 2010-2011 school year, class size for grades K-3 was increased to 26:1, resulting in the maximum CSR penalty from the State. During the 2010-11 school year, the Academic Performance Index (API) declined approximately 16 points in grade 2 and 18 points in grade 3, demonstrating an academic strain at both grade levels. The Superintendent continues to seek solutions to increase student academic growth.

It is the intent of the District to return primary class sizes to 20:1 when it is able to recover financially from the State's fiscal crisis or the State no longer provides flexibility to the CSR program. Currently, reducing primary classes to 20:1 would place a very heavy burden on the District's budget and greatly increase its structural budget gap. Administration recommended a temporary intermediate solution to begin returning class size back to 20:1 by reducing class size to 24.94:1 for the 2011-12 school year, reducing the CSR State penalty for K-3 classes to 20%. Reducing primary classes to 24.94:1 requires hiring an additional 9 teachers increasing the structural budget gap, but at a level that is very manageable as reflected in Santee School District's 2011-12 Multi-Year Plan.

The cost of hiring 9 additional teachers (\$540,000) will be offset by the 10% decrease in the CSR penalty with a resulting net cost of \$227,049 to the District's General Fund balance. This additional cost can be absorbed by District reserves.

President Ryan asked if the ratio would truly be 24:1 based on the 24.95:1 mentioned in the Board item. Dr. Shaw said yes, the ratio would truly be 24:1 and staff does not plan to place more than 24 students in any K-3 classroom. She supports the decrease in class size especially after visiting a kindergarten class last year at 26:1.

Member Burns clarified the net cost and asked where the additional teachers would be assigned. He also asked if Administration is feeling comfortable with the kindergarten numbers. Mr. Christensen confirmed the net cost to the District is \$227,049. The teachers would be assigned to various schools as the staffing is reviewed. Mrs. Malin said the numbers for kindergarten were looking good and several schools have surpassed their projections. Staffing will remain tight and we are now addressing the new inter and intra district attendance permits and if this would increase combinations classes. Combination classes may increase as they did when we went 20:1. Dr. Shaw believes there are staff to teach those and can provide the same quality of service as a straight grade class. Member Burns asked Dr. Shaw whether a combination or lower class size is more beneficial. Dr. Shaw said a combination class would be preferred because it still gives the teacher more 1 on 1 time. Last year, Mr. Burns heard a lot about numbers from the teachers.

Member Bartholomew asked if there are schools, especially smaller schools, that will not really see true 24:1 ratios because of students staffing. Dr. Shaw said that is a possibility, especially in smaller schools, and Administration will look carefully to see if another teacher will be needed at those schools. He hopes if we are striving and investing in 24:1 class sizes that the best arrangements are made so staff feels the decompression. Dr. Shaw assured the Board that classes will be filled at 24:1. Penalties will be assessed for any class over the 24:1 ratio. He is concerned about the instructional program and believes in the end it will benefit the kids and the teachers.

Member Burns moved to approve a reduction in K-3 class size to 24:1 beginning in September 2011.

Motion: Burns Second: Bartholomew Vote: 5-0

The Board directed the Superintendent to provide the Board a report on where the additional teachers will be assigned and an enrollment report by class each trimester.

2.1. Approval to Participate in SDG&E's Direct Install Program for Lighting Retrofits at the Educational Resource Center (ERC), the District Office, and at Various School Sites That Qualify

Karl Christensen reported at the March 15, 2011 meeting, the Board authorized Administration to seek quotes for performing lighting retrofits at the District Office and ERC to save on electricity costs.

Administration contacted several companies and obtained quotes which were presented to the Board for consideration at the July 19, 2011 Board meeting. At that meeting, the Board approved American Lighting to do the lighting retrofit for the District Office at a net cost of \$3,185, and the district staff to do the lighting retrofit for the ERC, at a net estimated cost of \$1,947. The following day, representatives from the company that SDG&E uses for various energy savings programs, and were referred to the District by our SDG&E representative, met with Maintenance and Operations staff to discuss energy cost savings strategies. At that meeting, the company representative informed us of a new program whereby SDG&E would pay for all costs associated with lighting retrofits. This program, called the Direct Install program, is only available to certain sized entities within zip code areas pre-determined by SDG&E. We subsequently learned that the following sites qualify for this program: District Offices, M&O Warehouse, Central Kitchen, ERC, Prospect Avenue and the Cajon Park Alternative School/SSP building. American Lighting would still be the vendor that would be doing the retrofit under the Direct Install program through the coordinating vendor, Willdan. Although action was taken to accept the quote from American Lighting for the District Office lighting retrofit, work had not yet begun. American Lighting was contacted immediately and asked to not start work until the situation could be analyzed further. Since this new SDG&E program can save the District approximately \$5,000, Administration brought this item back to the Board for direction on this new program with a cost savings. The District is sensitive to ensuring that our vendors are treated professionally and courteously and a call was made to the CEO of American Lighting to address any negative perceptions that may have been developing. He assured Mr. Christensen that he understood the District's action and that he somewhat expected that this might happen. He indicated that American Lighting is the vendor that Willdan will use for the installs and that American Lighting would schedule the work as soon as Willdan gave them the work order. Administration recommends participating in the SDG&E Direct Install program to accomplish the lighting retrofits for the ERC, DO, and other sites that qualify for "no net cost" to the District providing a savings of approximately \$5,000 from the original plan.

Member Bartholomew moved to approve participation in SDG&E's Direct Install Program for re-lamping the District Office, ERC, and various schools and sites that qualify.

Motion: Bartholomew **Second:** Fox **Vote:** 4-1 (Ryan, no)

H. BOARD COMMUNICATION

Member Bartholomew mentioned emails Board members received from parents. Dr. Shaw responded that the emails have been addressed. One of the emails was asking about lunches that were being provided at the YMCA this summer. The lunches come from Grossmont and are part of the Summer Feeding Program funded by the State. The other email was regarding test scores. Dr. Shaw said there was some confusion and he asked the Principal to check the test scores and respond to the appropriate parent. President Ryan asked the Board to confirm a date for a Board Workshop with Linda. President Ryan asked the Board to review the draft letter to Assemblymember Jones. The letter should be from the Board and Superintendent.

I. **CLOSED SESSION:** President Ryan announced that the Board would meet in closed session for:

1. **Conference with Labor Negotiator** (Govt. Code § 54956.8)
Purpose: Negotiations
Agency Negotiator: Karl Christensen, Asst. Superintendent
Employee Organization: Classified School Employees Association
2. **Conference with Legal Counsel** (Subdivision (a) of Govt. Code § 54956.9)
Anticipated Litigation: One potential case

The Board entered closed session at 8:45 p.m.

J. RECONVENE TO PUBLIC SESSION

The Board reconvened to public session at 9:05 p.m. No action was reported.

K. ADJOURNMENT

The August 16, 2011 regular meeting adjourned at 9:05 p.m.

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

August 30, 2011
MINUTES

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

A. CALL TO ORDER AND APPROVAL OF AGENDA

President Ryan called the meeting to order at 6:00 p.m.

Members present:

Barbara Ryan, President
Dan Bartholomew, Vice President
Dianne El-Hajj, Clerk (Arrived at 6:10 p.m.)
Ken Fox, Member
Dustin Burns, Member

Staff present:

Administration present:

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

It was moved and seconded to approve the agenda.

Motion: Bartholomew Second: Fox Vote: 4-0

B. PUBLIC COMMUNICATION

There were requests to speak from the public.

C. CLOSED SESSION

The Board entered closed session at 6:10 p.m. to discuss the following:

1. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION
(Subdivision (a) of Section 54956.9)
OAH Case No. 2011080199

D. BOARD WORKSHOP

The Board reconvened to open session for the Board Workshop. Board Members and Executive Council Members discussed the following:

- Core Beliefs
- Communication Expectations
- District Goals

There was discussion about the District Mission, Vision, and Goals. The 2005 Strategic Plan needs to be updated. Dr. Shaw will contact possible facilitators and bring information to the Board about planning for a strategic planning workshop.

E. CLOSED SESSION

The Board entered closed session at 8:50 p.m. to discuss the following:

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

F. RECONVENE TO PUBLIC SESSION

The Board reconvened to public session. President Ryan reported that in closed session the Board unanimously approved a settlement regarding OAH Case No. 2011080199.

G. ADJOURNMENT

The August 30, 2011 special meeting was adjourned at 9:30 p.m.

Dianne El-Hajj, Clerk

Dr. Patrick Shaw, Secretary

Consent Item D.2.1. Approval/Ratification of Travel Requests
Prepared by Karl Christensen
September 6, 2011

BACKGROUND:

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

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

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

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

RECOMMENDATION:

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

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The estimated travel expenses are \$115 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.
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Board Travel Report - September 6, 2011

Travel Dates	Attendees	Site or Dept	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Overnight, Out-of-State, Air Travel	Purpose of
Tuesday, 03/06/12	Tammy Rees	Hill Creek	FRISK Training	SDCOE	\$0	\$115	Human Resources		The FRISK Leadership Training is a proven communication framework for successfully remediating performance problems and developing legally defensible documentation when discipline is necessary.

Consent Item D.2.2. Approval/Ratification of Revolving Cash Report
Prepared by Karl Christensen
September 6, 2011

BACKGROUND:

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

RECOMMENDATION:

Administration recommends approval of checks #22204 through #22206 on the \$15,000 Revolving Cash Account.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact is \$1,388.96 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.
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SANTEE SCHOOL DISTRICT
REVOLVING CASH REPORT- \$15,000

Date	Number	Name	Memo	Amount
08/10/11	22204	Board of Equalization	Diesel Fuel Tax Return- 2nd Quarter 2011	43.42
08/10/11	22205	California Department of Education	Refund of Interest Earned on Categorical Programs	1,320.54
08/23/11	22206	CA Department of Social Services	Change of Capacity Fee- Yale Preschool Hill Creek	25.00
Total Checks Written				\$1,388.96
Total to be Reimbursed				\$1,388.96

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 donation has 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 Adapted PE Program	\$1,000.00	Wal-Mart	Districtwide
TOTAL DONATIONS RECEIVED	\$1,000.00		

RECOMMENDATION:

Administration recommends acceptance of the donation listed above for the District and authorization to send a letter of appreciation on behalf of the governing Board.

This recommendation supports the following District goals:

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

FISCAL IMPACT:

The donation above is valued at \$1,000.00.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.2.3.
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BACKGROUND:

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

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

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

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

RECOMMENDATION:

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

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact is disclosed on the attached page.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.2.4.
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**Consultants and General Service Providers Report
September 6, 2011**

Vendor Name	Type (Consultant or General Service Provider)	Description of Services	Date(s) of Service	Amount	Funding	Payment Type (Independent Contractor or Employee)
Antonio Melendez	General Service Provider	Recycled, Hands-on, Interactive Hat-making Program	08/15/11	\$350/per site*	OST Programs	Independent Contractor
Coast 2 Coast Soccer	General Service Provider	Soccer Clinics / Camps	10/01/11 - 06/30/12	\$95/week, when utilized	OST Programs	Independent Contractor

*Originally approved on May 3, 2011 for \$350 for one site. However, vendor was used at two sites.

Consent Item D.2.5.
Prepared by Karl Christensen
September 6, 2011

Adoption of Resolution #1112-04 to Certify 2010-11
Gann Limit Appropriations Recalculation and an
Estimated Limit for 2011-12

BACKGROUND:

In 1979, California voters approved a spending limit for State and local government agencies including school districts. California State Constitution, Article XIII B, requires that each district annually prepare a resolution for Board approval which reflects the funds subject to the Gann Limit Appropriation for fiscal year 2010-11 and an estimate for fiscal year 2011-12.

RECOMMENDATION:

It is recommended that the Board of Education adopt Resolution #1112-04 for the recalculation of appropriation limit and funds subject to the Gann Limit for the fiscal year 2010-11 and an estimate for 2011-12.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The 2010-11 appropriations subject to the Gann limitation are \$30,041,352.41 and the 2011-12 appropriations subject to the Gann limitation are estimated to be \$30,776,913.12.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.2.5.
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RESOLUTION #1112-04

**RESOLUTION OF THE SANTEE SCHOOL DISTRICT
TO CERTIFY THE 2010-11 GANN LIMIT APPROPRIATIONS RECALCULATION
AND AN ESTIMATED LIMIT FOR 2011-12**

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

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called "Gann Limits," for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann limit for the 2010-11 fiscal year and a projected Gann Limit for the 2011-12 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2010-11 and 2011-12 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2010-11 and 2011-12 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this district.

PASSED AND ADOPTED by the Santee School District Board of Education on the 6th day of September, 2011, by the following vote:

AYES:
NOES:
ABSENT:

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

I, Dianne El-Hajj, Clerk of the Board of Education of the Santee School District, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by said Board at the regular meeting thereof at the time and place of vote stated, which resolution is on file and of record in the office of said Board.

Clerk of the Board of Education

Consent Item D.2.6
Prepared by Karl Christensen
September 6, 2011

Approval of Transportation Services Agreement with
Grossmont Union High School District

BACKGROUND:

The agreement for student transportation services between Grossmont Union High School District and Santee School District provides for joint services by each district on an as-needed basis. Approving the student transportation services agreement would allow the District to utilize those services necessary to meet student field trip and/or regular or special education route needs as well as providing this same service to Grossmont Union High School District. The term of the agreement is September 1, 2011 through June 30, 2016.

RECOMMENDATION:

It is recommended that the Board of Education approve the student transportation services agreement between Grossmont Union High School District and Santee School District for the term of September 1, 2011 through June 30, 2016.

FISCAL IMPACT:

Transportation services will be on an as-needed basis for both Santee School District as well as Grossmont Union High School District. Grossmont Union High School District's transportation fees are included with the agreement. The fiscal impact varies from year to year. Student transportation costs paid to Grossmont Union High School District in 2010-11 totaled \$8,697.93.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.2.6.
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**AGREEMENT
FOR TRANSPORTATION AND VEHICLE REPAIR SERVICES
BETWEEN GROSSMONT UNION HIGH SCHOOL DISTRICT
AND SANTEE SCHOOL DISTRICT**

September 1, 2011

THIS AGREEMENT is entered into between the GROSSMONT UNION HIGH SCHOOL DISTRICT of San Diego, California, hereinafter called "GROSSMONT" and SANTEE SCHOOL DISTRICT of San Diego County, California, hereinafter called "SANTEE".

1. INSURANCE AND INDEMNITY

- a. GROSSMONT shall provide proof of Comprehensive General Liability, Commercial Automobile Liability and Garage Liability at a limit of \$1,000,000 per occurrence. GROSSMONT will name SANTEE as an additional insured, for the term of the agreement.
- b. SANTEE shall provide proof of Comprehensive General Liability and Commercial Automobile Liability at a limit of \$1,000,000 per occurrence. SANTEE will name GROSSMONT as additional insured for the term of the agreement.
- c. GROSSMONT agrees to indemnify and hold harmless SANTEE from any and all claims, demands, loss, liability, cost or expenses arising out of any negligent or intentional acts or omissions of GROSSMONT, its officers, agents, or employees.
- d. SANTEE agrees to indemnify and hold harmless GROSSMONT from any and all claims, demands, loss, liability, cost or expense arising out of any negligent or intentional acts, omissions of SANTEE, its officers, agents, or employees.

2. DISPUTE RESOLUTION

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

3. TERMS AND CONDITIONS REGARDING STUDENT TRANSPORTATION SERVICES

- A. SANTEE may request that GROSSMONT provide transportation for activity trips sponsored by SANTEE. Approval of the request shall be subject to availability of bus and driver. All field trip requests shall be submitted in writing to GROSSMONT at least five (5) working days in advance. All field trip requests shall contain the following information:
 - i. Date for which services are requested;
 - ii. Time of departure and return;
 - iii. Trip supervisor's name;
 - iv. Itinerary, giving full details of what is expected from the GROSSMONT driver.
 - v. Number of passengers;
 - vi. Authorized signature of SANTEE representative.

B. TRIP SUPERVISOR

SANTEE shall provide a qualified trip supervisor who shall have the responsibility to ensure that the behavior of the group meets the driver's safety requirements. SANTEE shall have complete responsibility for all field trip arrangements and for all supervision of adult and minor trip participants. Supervisor qualifications will meet all legal requirements.

C. ROUTING AND EQUIPMENT

The GROSSMONT driver has the responsibility for the school bus. Collectively, the driver and trip supervisor may consult regarding the best route to take; however, the driver has the responsibility of final approval of the route.

D. TRANSPORTATION FEE

SANTEE fee schedule shall be as listed on addendum page is for the time frame indicated only. Subsequent years' fees shall be determined and agreed upon by both parties separately prior to each subsequent year. Only the fee schedule will need approval annually.

E. INDIVIDUAL DRIVER SERVICES

From time to time, SANTEE may require the services of one (1) or more driver(s) to perform activity trips using vehicles supplied by SANTEE or other entities. This agreement allows such "Driver Rental" as needed. GROSSMONT and SANTEE agree said drivers are in the employ of GROSSMONT and subject to all GROSSMONT conditions of employment, rules, and regulations. Services for Driver Rental shall be billed as outlined in the attached Rate Sheet.

4. TERMS AND CONDITIONS REGARDING VEHICLE RENTAL SERVICES

- a. SANTEE may, at its option, rent from GROSSMONT vehicles on a daily, weekly, or monthly basis subject to vehicle availability. GROSSMONT shall provide such vehicle(s) to SANTEE in good condition and working order, with fire extinguisher, first aid kit, reflector triangles, and all safety equipment required by the State of California Motor Carrier and the State Ed Code.
- b. If at any time during the term of this Agreement SANTEE fails to adequately maintain the equipment or the equipment is in danger of physical damage due to strike or other conditions, GROSSMONT may repossess any or all rented vehicles under this agreement.
- c. The option to domicile vehicles at locations other than GROSSMONT shall be made at the sole discretion of GROSSMONT. Minimum requirements for this option are:
 - I. A fenced yard with locking gate.
 - II. The yard is well lighted during hours of darkness.
 - III. All vehicle exit doors shall be locked and all windows secured when not in use.
 - IV. Ultra-Low Sulphur Diesel Fuel shall be used exclusively in all diesel-powered buses.
 - V. Unleaded 87 Octane Gasoline shall be used exclusively in all gasoline-powered buses.
- d. If equipment is in need of minor repairs, such as lights, clamps, etc., SANTEE shall notify GROSSMONT's Lead Mechanic as soon as possible. GROSSMONT may, at its discretion, authorize repair by another organization. If such authorization is given, GROSSMONT shall reimburse SANTEE for all approved repairs.
- e. If equipment is need of any major repairs, it is GROSSMONT's responsibility to repair vehicle at no cost to SANTEE.

- f. If SANTEE misuses equipment, SANTEE will be responsible for all parts, materials, and labor costs at the listed mechanical rate per hour for repairs. Parts and materials will be billed at GROSSMONT's cost plus 15 percent (15%) for handling.
- g. SANTEE shall have the responsibility of checking the equipment and to maintain all fluid levels during the period of this rental agreement.
- h. SANTEE shall notify GROSSMONT of any accident or occurrence causing damage to the vehicle within twenty four (24) hours.
- i. SANTEE has responsibility of ensuring drivers have proper licenses and training to operate rental vehicles.
- j. SANTEE shall return equipment in clean condition inside and out.
- k. All fluid levels shall be correct. Fuel level shall be at the same level as when equipment left GROSSMONT premises.

5. TERMS AND CONDITIONS REGARDING VEHICLE REPAIR SERVICES

- A. Upon request GROSSMONT shall provide to SANTEE vehicle and equipment maintenance and repair in accordance with applicable Department of Motor Vehicle codes at GROSSMONT facilities, subject to the following:
 - 1. SANTEE has the responsibility to notify the GROSSMONT Mechanic Leadman of all repairs and maintenance services required.
 - 2. SANTEE shall be responsible for the delivery of equipment to GROSSMONT facilities for maintenance or repairs.
 - 3. GROSSMONT shall perform all minor/major repairs and maintenance upon request as follows: Vehicle inspections; Smog inspections; Tune-ups; Electrical systems; Front and Rear suspensions; Transmissions; Cooling systems; Steering systems; Front and Rear brakes; Other as agreeable between GROSSMONT and SANTEE. This Agreement does not apply to ancillary equipment in or on the vehicles and equipment.
 - 4. Before any major engine, transmission, or differential repairs, GROSSMONT shall notify and make recommendations to SANTEE, supplying explanations of why, with a non-binding, reasonable estimate of cost for material and labor.
 - 5. SANTEE shall make all decisions on major repairs and has sole responsibility for those decisions.
 - 6. GROSSMONT has the responsibility of selecting all parts and materials for SANTEE equipment. SANTEE equipment will not be treated differently than GROSSMONT equipment, unless so agreed upon by both parties.
 - 7. GROSSMONT has the responsibility to correct all failures in repairs or maintenance due to faulty labor for a period of ninety (90) days. However, if a part is replaced or installed by GROSSMONT and is found to be defective, GROSSMONT will charge and SANTEE will pay for replacement labor costs.
 - 8. GROSSMONT shall submit to SANTEE billing and repair work orders at the end of each month.
 - 9. SANTEE will be charged for parts at GROSSMONT's purchase price plus a 15 percent (15%) handling fee.

10. GROSSMONT may supply gasoline and/or diesel fuel to non-school bus equipment owned and/or operated by SANTEE. SANTEE will be charged at GROSSMONT's purchase price plus a 15 percent (15%) handling fee.
11. GROSSMONT can respond to emergency road service calls. The applicable hourly rate shall be charged according to the FEE SCHEDULE, plus a mileage charge as indicated in the FEE SCHEDULE to cover costs for GROSSMONT's service truck. Time and mileage will start at the point of departure to point of return.
12. GROSSMONT shall continue to train their shop personnel in the latest automotive and heavy duty equipment technology in order to continue to perform work for SANTEE.

6. **NON-EXCLUSIVITY:**

- A. No language in this agreement shall be construed as creating an exclusive contract for any maintenance and/or services between SANTEE and GROSSMONT

7. **GENERAL PROVISIONS**

- A. Each party is responsible for complying with the Educational Employment Relations Act, to the extent it applies to any matter related to this Agreement. This Agreement may be modified by the parties at any time by written agreement, executed by an authorized agent of each party. It is understood that all fees for service or equipment rental included in this agreement may be adjusted annually for inflation utilizing this process.
- B. This Agreement is entered into pursuant to Government Code section 6500, et seq.; however, no separate entity is created hereby. The employees of GROSSMONT and SANTEE are not the employees of the other party, respectively.

8. **TERM OF AGREEMENT**

- A. The term of this Agreement shall be from September 1, 2011 through June 30, 2016 providing, however, that either party may terminate the same at any time upon thirty (30) days notice in writing.

**GROSSMONT UNION HIGH SCHOOL DISTRICT
TRANSPORTATION DEPARTMENT
FEE SCHEDULE FOR JULY 1, 2011 TO JUNE 30, 2012**

REPAIR SERVICES**

REGULAR LABOR - \$64.00 per hour.

REGULAR OVERTIME - \$96.00 per hour
(Includes Saturday and any service performed between the hours of 5:30 pm and 7:00 am)

EMERGENCY OVERTIME - \$128.00 per hour
(Includes Sundays and holidays)

MILEAGE RATE - \$1.95 per mile

Specialized Services:

45-Day Safety Inspection:	\$64.00 per vehicle
90-Day BIT Inspection:	\$64.00 per vehicle
Annual Opacity Test:	\$40.00 per vehicle
Smog Test:	\$50.00 per vehicle

*** please note: all inspections and/or repairs performed at locations other than GUHSD facilities will be charged round trip mileage. Only one (1) round trip mileage charge will be billed when multiple vehicles are inspected/repaired on a single visit.*

BUS RENTAL

1 to 49 PASSENGERS: \$150.00 PER DAY or \$675 per week*

50 to 84 PASSENGERS: \$200.00 PER DAY or \$750.00 per week*

**Weekly rates are defined as continuous rental of same bus Monday through Friday.*

BUS & DRIVER RENTAL

Monday through Friday:	7:00 AM to 5:00 PM:	\$48.00 per hour plus \$1.75 per mile
Monday through Friday:	5:01 PM to 6:59 AM:	\$72.00 per hour plus \$1.75 per mile
Saturday:	12:00 AM to 11:59 PM	\$72.00 per hour plus \$1.75 per mile
Sunday	12:00 AM to 11:59 PM	\$120.00 per hour plus \$1.75 per mile

DRIVER-ONLY RENTAL

Monday through Friday:	7:00 AM to 5:00 PM:	\$48.00 per hour
Monday through Friday:	5:01 PM to 6:59 AM:	\$72.00 per hour
Saturday:	12:00 AM to 11:59 PM	\$72.00 per hour
Sunday	12:00 AM to 11:59 PM	\$120.00 per hour

By: _____

Scott Patterson
Deputy Superintendent, Business Services
Grossmont Union High School District

By: _____

SANTEE SCHOOL DISTRICT

Consent Item D.3.1.

Retention Reduction For Capital Improvement Program Modernization Projects at Chet F. Harritt, Hill Creek, and PRIDE Academy at Prospect Avenue Schools

Prepared by Karl Christensen
September 6, 2011

BACKGROUND:

During the course of Capital Improvement Program project construction, the construction contract with Barnhart Balfour Beatty allows the District to hold 10% of approved progress payments within a retention account. Pursuant to Government Code, on or after 50% of construction is completed, the contractor can request the District to reduce retention from 10% to 5% and release the funds in retention in excess of 5% to the contractor in good faith that a reasonable amount of the work has been performed and is done in an acceptable manner.

Barnhart Balfour Beatty has submitted a letter to the District to reduce the retention from 10% to 5% on the three modernization projects at Chet F. Harritt, Hill Creek, and PRIDE Academy at Prospect Avenue schools.

RECOMMENDATION:

It is recommended that the Board of Education authorize the reduction of the construction retention from 10% to 5% for the modernization contracts at Chet F. Harritt, Hill Creek, and PRIDE Academy at Prospect Avenue schools and release funds in excess of the 5% retention to Barnhart Balfour Beatty.

This recommendation supports the following District goal:

- Provide facilities that optimize the learning environment for all students.

FISCAL IMPACT:

There is no additional fiscal impact. This action simply releases retention funds in excess of 5% to Barnhart Balfour Beatty.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.3.1.
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Consent Item D.4.2. Approval to Change Classification of Food Service Worker I Positions Located at School Sites to Food Service Worker I-A; and Revisions to Job Descriptions

Prepared by Minnie Malin
September 6, 2011

BACKGROUND:

The new breakfast Grab N' Go program implemented by the Director of Child Nutrition Services has been well received at several of our school sites. In May of 2011, the District and CSEA determined that the job description for Food Service Worker I positions at the school sites should include additional duties to accommodate the new breakfast program. Because of the additional duties, it was determined that the classification for the Food Service Worker I positions should be changed to Food Service Worker I-A positions; and that the Food Service Worker I-A positions should increase to classification 20.

During that process, it was also determined that job descriptions for both positions should be updated to reflect current duties. Revisions for the Food Service Worker I and Food Service Worker I-A job descriptions are presented tonight for your review.

RECOMMENDATION:

Administration recommends approval to increase classification for the Food Service Worker I positions at the school site effective September 6, 2011; and revisions to the job descriptions for the Food Service Worker I and Food Service Worker I-A positions, effective September 7, 2011.

FISCAL IMPACT:

The annual cost to increase eleven (11) Food Service Worker I positions from classification 19 to 20 will be \$4,039. This program is self-supporting and will not impact the general fund.

STUDENT ACHIEVEMENT IMPACT:

Nutritional programs are a vital element for student success.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.2.

SANTEE SCHOOL DISTRICT

FOOD SERVICE WORKER I

DEFINITION

Under the direction of the Director of **Child Nutrition Food Services**, assist in preparation and serving of food at the school site and/or Central Kitchen; clean kitchen areas, utensils and equipment in accordance with sanitation standards and State regulations, ~~assist in the general supervision of student conduct~~, and to do related work as required.

DISTINGUISHING CHARACTERISTICS

Food Service Worker I **and Food Service Worker I-A** are entry **level** classes of the series. Incumbents perform routine tasks related to food preparation, dispensing, storage and packaging and kitchen cleanliness.

EXAMPLES OF DUTIES

1. Prepare, wash, slice, mix and assemble a variety of food items.
2. Make sandwiches, grate cheese and open food containers.
3. Package meals for transport to various district locations.
4. Operate a variety of kitchen equipment which might include but is not limited to ovens, dishwasher, slicers, and mixers and can opener.
5. Maintain kitchen equipment, utensils, carts and working areas in a clean and sanitary condition.
6. Observe health and safety regulations established by the district and the State.
7. Work with and around hazardous materials.
8. May be required to participate in emergency clean up of hazardous materials spills.
9. Assist as needed in other food preparation areas.
10. Maintain food service and related facilities in a clean and orderly condition.
11. Substitute for school site workers when needed.
12. ~~May collect and count money as assigned.~~
13. ~~Assist in the general supervision of student conduct.~~
14. Perform related duties as assigned.

QUALIFICATIONS GUIDE

Knowledge of:

1. Sanitation, health and safety regulations related to preparing and storing food.
2. Operation of kitchen equipment and ~~cash registers~~ **computerized cashiering system**.
3. Kitchen cleaning materials, methods and hygienic practices.
4. Proper handling techniques of hazardous materials.

Ability to:

1. Assist in preparing food in large quantities.
2. Observe established health, safety and sanitation standards.
3. Work efficiently during rush periods.
4. ~~Lift containers of food and materials weighing up to 40 pounds.~~ **(Added under PHYSICAL ABILITY)**
5. ~~Stand for long periods of time.~~ **(Added under PHYSICAL ABILITY)**
6. Understand and carry out oral and written instructions.

FOOD SERVICE WORKER I

Page 2

QUALIFICATIONS GUIDE

Ability to (continued):

7. Work ***independently and/or*** cooperatively with others ***following established procedures with minimal supervision.***
8. Maintain routine records related to food preparation, service and inventory.
9. ~~Make change quickly and accurately when collecting lunch money.~~
10. Begin work as early as 5:30 am.
11. ***May occasionally need to taste while assisting others in recipe testing and smell to assess the fitness of food items for consumption***
12. ***Perform the duties of school site food service workers as a substitute.***

Training and Experience:

Any combination equivalent to graduation from high school and some experience in quantity food preparation and kitchen maintenance.

Licenses:

Possession of a valid Food Handler's Certificate issued by the County Department of Health; possession of a valid California driver's license.

WORKING CONDITIONS

Central Kitchen environment; ***may be*** subject ***exposed*** to extreme ***hot and cold*** temperatures; ~~standing for long periods, lifting heavy objects,~~ ***exposure*** to loud noises and subject to travel from site to site to conduct work. ***Will be paid out of class when working as a school site food service worker.***

PHYSICAL ABILITY

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

- ***While performing the duties of this job, the employee is regularly required to stand for long periods; walk; use hands to finger, handle, or feel objects, tools, or controls; talk and hear.***
- ***The employee is occasionally required to reach with hands and arms; climb or balance; stoop; kneel; and crouch.***
- ***The employee must regularly lift / push / pull moderately heavy and or bulky items / objects; regularly lift and/or move up to 25 pounds; and occasionally lift and/or move up to 40 pounds.***
- ***The employee must be able to see to perform assigned duties.***

Board Adopted March 20, 1990
Revised December 6, 1994
Revised August 19, 1997
Revised

FOOD SERVICE WORKER I-ADEFINITION

Under the direction of the Director of *Child Nutrition* Food Services, **receive, store, and serve food at the school site in compliance with State and Federal regulations.** Assist in preparation and serving of food at the school site; and/or Central Kitchen; clean kitchen areas, utensils and equipment in accordance with sanitation standards and State regulations; assist in the general supervision of student conduct; and ~~to do related work as required~~ **cashiering duties.**

DISTINGUISHING CHARACTERISTICS

Food Service Worker I and Food Service Worker I-A is not the **are** entry **level** classes of the series. Incumbents perform routine tasks related to **setting up food bars and may assist FSW IIIs in setting up salad bars,** food preparation, dispensing, storage, packaging and kitchen cleanliness. ~~Substitute for school site workers.~~ **Must maintain accurate records and accept monies and categorically claimed meals.**

EXAMPLES OF DUTIES

1. **Verify prepackaged food deliveries to assure adequate quantities; request adjustments and additional items as needed.**
2. **Set up food bars and restock food items.**
3. **Serve prepackaged food items.**
4. **Count items sold at breakfast, lunch and snack bar.**
5. **Maintain required records related to food served, sales, inventory, and food items left over.**
6. ~~Prepare, wash, slice, mix and assemble a variety of food items.~~
7. **Operate a computerized cashiering system, count money, collect monies for meals, and total/reconcile results with computerized reports.**
8. ~~Make sandwiches, grate cheese and open food containers.~~
9. ~~Package meals for transport to various district locations.~~
10. Operate a variety of kitchen equipment which might include but is not limited to ovens, dishwasher, slicers, and mixers, can opener and **microwave.** ~~automated ware washer.~~
11. Maintain kitchen equipment, utensils, carts and working areas in a clean and sanitary condition.
12. Observe health and safety regulations established by the district and the State.
13. Work with and around hazardous materials.
14. May be required to participate in emergency cleanup of hazardous materials spills.
15. ~~Assist as needed in other food preparation areas.~~
16. Maintain food service and related facilities in a clean and orderly condition.
17. ~~Substitute for school site workers when needed as a FSW III or FSW I.~~
18. ~~May Collect and count money as assigned.~~
19. Assist in the general supervision of student conduct.
20. Perform related duties as assigned.

QUALIFICATIONS GUIDEKnowledge of:

Sanitation, health and safety regulations related to preparing, and storing **and serving** food.
 Operation of kitchen equipment and cash registers **computerized cashiering system.**
Record keeping procedures.
Basic math skills.
Cash handling procedures.
 Kitchen cleaning materials, methods and hygienic practices.
 Proper handling techniques of hazardous materials.

FOOD SERVICE WORKER I-A

Page 2

Ability to:

1. Prepare, count, assemble, and organize those items needed to support the child nutrition services program at schools. at assigned school site.
2. Assist in preparing food in large quantities.
3. Observe established health, safety and sanitation standards.
4. Work efficiently during rush periods.
5. Lift containers of food and materials weighing up to 40 pounds. (**Added under PHYSICAL ABILITY**)
6. Stand for long periods of time. (**Added under PHYSICAL ABILITY**)
7. Understand and carry out oral and written instructions.
8. Work cooperatively with others. **independently, and/or in cooperation with others following established procedures with minimal supervision.**
9. Maintain routine records related to food preparation, service and inventory.
10. Make change quickly and accurately when collecting lunch money.
11. Begin work as early as 5:30 am.
12. Perform the duties of a substitute FSW III and FSW I.

Training and Experience:

Any combination equivalent to graduation from high school and some experience in quantity food preparation and kitchen maintenance.

Licenses:

Possession of a valid Food Handler's Certificate issued by the County Department of Health; possession of a valid California driver's license.

WORKING CONDITIONS:

Central Kitchen and School kitchen environment; **may be subject to a rigorous work schedule; may be subject exposed** to extreme **hot and cold** temperatures; standing for long periods, lifting heavy objects, **exposure to** loud noises. and subject to travel from site to site to conduct work. Will be paid out of class when working as a FSW III.

PHYSICAL ABILITY

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

- **While performing the duties of this job, the employee is regularly required to stand for long periods; walk; use hands to finger, handle, or feel objects, tools, or controls; talk and hear.**
- **The employee is occasionally required to reach with hands and arms; climb or balance; stoop; kneel; and crouch.**
- **The employee must regularly lift / push / pull moderately heavy and or bulky items / objects; regularly lift and/or move up to 25 pounds; and occasionally lift and/or move up to 40 pounds.**
- **The employee must be able to see to perform assigned duties.**

BOARD ADOPTED November 19, 2002

REVISED

Consent Item D.4.3. Approval of Reclassification for the Food Service Utility Worker Positions; Revisions to Job Description; and Increase in Work Year

Prepared by Minnie Malin

September 6, 2011

BACKGROUND:

On August 26, 2011, the District and CSEA concluded a reclassification study for the Food Service Utility Worker position. The study determined that the job description should include additional duties to continue supporting the needs of the Child Nutrition Services department. It was also determined that the classification of the Food Service Utility Worker position should increase from classification 23.5 to classification 24. During that process, it was also determined that the department will require one (1) of the current Food Service Utility Worker positions to be increased in work year from 10 months (203 working days) to 11 months (225 working days) to accommodate deliveries and other duties necessary at the beginning and close of each school year.

Revisions for the Food Service Utility Worker job description is presented tonight for your review.

RECOMMENDATION:

Administration recommends approval of the reclassification increase for the Food Service Utility Worker position; revisions to the job description; and increase of one (1) Food Service Utility Worker position in work year, effective September 7, 2011.

FISCAL IMPACT:

The annual cost to increase two (2) Food Service Utility Worker positions from classification 23.5 to 24 will be \$1,727. An additional annual cost to increase the work year for one (1) Food Service Utility Worker position will be \$4,507. This program is self-supporting and will not impact the general fund.

STUDENT ACHIEVEMENT IMPACT:

Support for services providing nutritional programs are a vital element for student success.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.2.

FOOD SERVICE UTILITY WORKERDEFINITION

Under the direction of the Director of Food Services, perform a variety of custodial, delivery and storekeeping **receiving, storing and distribution** duties in support of food service operations; maintain the Central Kitchen and other assigned areas in a clean and orderly condition.

EXAMPLES OF DUTIES

1. Operate and maintain automatic pot washing equipment, cleaning pots, pans and related kitchen equipment.
2. Load and deliver food and supplies to school sites according to established schedules; make special deliveries as needed.
3. Sweep and mop floors and empty trash receptacles.
4. Receive, stock and store food items, supplies and other materials; rotate stock and maintain inventory lists.
5. Remove food items and supplies from storage areas according to menu requirements.
6. Perform minor repairs, **maintenance** and equipment adjustments.
7. Participate in periodic inventory of stores and supplies.
8. **Operate a forklift and pallet jack**
9. Perform related duties as assigned.

QUALIFICATIONS GUIDEKnowledge of:

1. Methods, materials and equipment used in custodial activities.
2. Health and safety regulations.
3. Operation of a truck and defensive driving techniques.
4. Basic storekeeping procedures.
5. Operation and general maintenance of kitchen appliances.

Ability to:

1. Perform a variety of custodial, delivery and storekeeping duties in the Central Kitchen.
2. Operate cleaning equipment, delivery vehicle and hydraulic lift.
3. Perform physical labor and lift objects weighing up to 50 pounds.
4. Drive a District vehicle to deliver food items and supplies to various school sites.
5. Understand and carry out oral and written instructions.
6. Establish and maintain cooperative and effective working relationships with others
7. **Ability to operate a forklift and pallet jack.**

Training and Experience:

Any combination equivalent to graduation from high school and one year of custodial experience including some experience in delivery/warehouse activities.

Licenses and other Certifications:

Possession of a valid California Class C Driver's license and the ability to meet and maintain qualifications for District vehicle insurance coverage.

FOOD SERVICE UTILITY WORKER

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WORKING CONDITIONS

Central Kitchens and delivery environment; subject to heavy lifting, standing for long periods, **may be subject to a rigorous work schedule; may be exposed to extreme hot and cold temperatures either while storing / retrieving items from the freezer; exposure to loud noises** and adverse weather conditions and traffic hazards.

PHYSICAL ABILITY

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

- **While performing the duties of this job, the employee is regularly required to stand for long periods; walk; use hands to finger, handle, or feel objects, tools, or controls; talk and hear.**
- **The employee is occasionally required to reach with hands and arms; climb or balance; stoop; kneel; and crouch.**
- **The employee must regularly lift / push / pull moderately heavy and or bulky items / objects; regularly lift and/or move up to 50 pounds.**
- **The employee must be able to see to perform assigned duties.**

BOARD ADOPTED March 20, 1990
REVISED

Consent Item D.4.4. Approval to Extend Short Term Positions
Prepared by Minnie Malin
September 6, 2011

BACKGROUND:

At the June 7, 2011 Board meeting, several short term positions were approved for additional assistance with moving of furniture, equipment, and materials for classrooms due to modernization at three (3) school sites. At that time, it was also determined that modernization will impact the district warehouse as a result of surplus materials, equipment, salvaging, and recycling; and will affect the technology department when moving and installing computer equipment. The initial goal was to complete this work by September 7, 2011.

At this point, administration has determined that it is necessary to extend some of these positions through September 30, 2011.

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 is the extension of several short term employment opportunities.

RECOMMENDATION:

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

- Five (5) 8-hour mover positions to be used as needed from September 7, 2011 through September 30, 2011.
- One (1) 8-hour warehouse position to be used as needed from September 7, 2011 through September 30, 2011.
- Three (3) 8-hour technology positions to be used as needed from September 7, 2011 through September 30, 2011.

FISCAL IMPACT:

The original cost for all short term positions was estimated at \$14,500. The extended use of these short term positions is estimated to cost an additional \$15,500 for a total estimated cost of \$30,000.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.4.

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

Prepared by Dr. Patrick Shaw
September 6, 2011

Administration submits the following proposed dates for annual meetings/events scheduled for the Board. Administration requests discussion by the Board regarding any changes in format desired for District meetings and/or events and approval to schedule these dates as listed or with modifications based on Board discussion.

Principals' Meetings Time: 6:00 to 6:45 p.m.	Tuesday, November 1, 2011	Tuesday, March 20, 2012
Student Town Hall Forum Time: 6:00 to 6:45 p.m.	Tuesday (Fifth Tuesday) November 29, 2011	Spring Student Forum Date and type of event to be determined by the Board.
Board Budget Workshop Time: 6:00 p.m.	Tuesday January 24, 2012	
Board's Annual Business Appreciation Breakfast 7:45-9:00 a.m.	Wednesday, March 28, 2012	
Salute to Excellence 5:30 p.m. Reception 6:00 p.m. Program	Tuesday, May 22, 2012	
End-of-year Employee Celebration 4:00-6:00 p.m.	Thursday, June 14, 2012	
Foundation Golf Classic	Thursday June 28, 2012	

Principal Presentations: Two per meeting beginning in October through December 6th
(School focus, direction, programs)

Student Spotlight: One from each school and one per Board meeting beginning in January through May 15th.

Student Forum: Discussion with the Board to determine format for this year.

Discussion and/or Action E.1.2.
Prepared by Dr. Patrick Shaw
September 6, 2011

Child Nutrition Program Menus and
Meal Nutritional Information

BACKGROUND:

During recent discussions regarding the District's Wellness Policy and Administrative Regulation, several questions have been raised regarding the nutritional value of school meals. Tonight, Cathy Abel, Director of Child Nutrition Services, will provide an overview of the District's child nutrition program, nutritional and operational requirements imposed by the Federal and State government, and the District's current compliance level with those requirements. Recommended daily allowances for each age group, nutrient analysis of the menus, and other important aspects of the child nutrition program will be presented.

RECOMMENDATION:

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

FISCAL IMPACT:

There is no fiscal impact to this item. Information regarding AR 5030, Student Wellness, and a sample of the school meal menu and nutritive analysis that is available to parents will be sent home with all students within the next several weeks. The cost to send home this information is approximately \$250.00 and will be paid from the Child Nutrition Services operating budget.

STUDENT ACHIEVEMENT IMPACT:

Child nutrition programs, including school lunch and breakfast programs, are important to the health and education of the students of Santee School District.

Motion:		Second:		Vote:		Agenda Item E.1.2.
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BACKGROUND:

State Law requires the Board of Education to submit its annual financial results to the County Office of Education (COE) by September 15 of each year. The financial results for the fiscal year ending June 30, 2010 are summarized in the District's 2010-11 Unaudited Actuals Report. This report includes all required State forms and schedules.

In summary, the District completed the 2010-11 fiscal year with an Unrestricted General Fund balance of \$10,121,507 and a combined unrestricted and restricted General Fund balance of \$10,367,078. The amount available for Board designation totals \$7,720,041. Required State forms will be available for public review at the meeting.

The District's 2010-11 Unaudited Actuals are submitted and reviewed by the COE in accordance with State law. The District expects an opinion letter on the District's Unaudited Actuals Report from the COE sometime in September 2011. Additionally, the Unaudited Actuals are subject to audit by the District's independent auditor. The auditor's opinion is due in December 2011.

RECOMMENDATION:

It is recommended that the Board of Education approve the 2010-11 Unaudited Actuals with all required State forms.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

Financial results for the General Fund pertaining to the 2010-11 Unaudited Actuals are as follows:

Item	Unrestricted	Restricted	Combined
Beginning Fund Balance	\$6,817,101	\$101,959	\$6,919,060
Change in Fund Balance	\$3,304,406	\$143,613	\$3,448,018
Ending Fund Balance	\$10,121,507	\$245,571	\$10,367,078
Undesignated/Unappropriated	\$7,720,041	\$245,571	\$7,965,612

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.2.1.
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Discussion and/or Action Item E.3.1.
Prepared by Minnie Malin
September 6, 2011

Student Attendance Program

BACKGROUND:

Bob Kull, Coordinator of Pupil Services, will provide a power point presentation on student attendance for the 2010-2011 school year. Mr. Kull plans to meet with administration to further strategize how to improve student attendance for the 2011-2012 school year and the District's student attendance program.

RECOMMENDATION:

Discussion and/or action on this item will be at the discretion of the Board of Education.

FISCAL IMPACT:

Without considering the effect of Saturday School, the district-wide attendance rate increased by 0.21% to 96.43% producing an additional \$77,772 in Revenue Limit funding.

STUDENT ACHIEVEMENT IMPACT:

Consistent student attendance plays an important role in student achievement.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.3.1.

BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS Item F.

Agenda Item F.

CLOSED SESSION Item G.

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

The Board will go into Closed Session to discuss:

1. **Conference with Labor Negotiator (Govt. Code § 54956.8)**
Purpose: Negotiations
Agency Negotiator: Karl Christensen, Asst. Superintendent
Employee Organization: Classified School Employees Association

2. **Conference with Legal Counsel-Existing Litigation**
(Subdivision (a) of Gov't Code §54956.9)
Anticipated Litigation: One potential case

RECONVENE TO PUBLIC SESSION Item H.

ADJOURNMENT Item I.