



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 18, 2012**

District Mission

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

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<i>During this time, citizens are invited to address the Board of Education about any item <u>not</u> on the agenda. Request-to-speak cards should be submitted in advance. The Board may not take action on any item presented. The Board has a policy limiting any speaker to five minutes. Meetings are recorded.</i>	12
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1. <u>Compliance of Education Code Section 60119: K-12 Textbook and Instructional Materials Funding Realignment Program (IMFRP)</u>	14

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

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

E. CONSENT ITEMS	Page #
<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>	17
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>	24
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 Expenditure Warrants</u>	26
It is recommended that the Board of Education approve and ratify the expenditure warrants for the month of August 2012.	
2.3. <u>Approval/Ratification of Purchase Orders</u>	28
It is recommended that the Board of Education approve and ratify purchase orders issued August 1, 2012 through August 31, 2012.	
2.4. <u>Approval/Ratification of Revolving Cash Report</u>	36
It is recommended that the Board of Education approve checks on the Revolving Cash Account as listed in the item.	
2.5. <u>Acceptance of Donations</u>	38
It is recommended that the Board of Education accept the listed donations.	
2.6. <u>Approval of Consultants and General Service Providers</u>	39
It is recommended that the Board of Education approve agreements with Consultants and General Service Providers as listed in the item.	
2.7. <u>Farmers' Market Contract Extension</u>	41
It is recommended that the Board of Education approve the term extension of the permit agreement for the Santee Farmers' Market to April 30, 2013.	
Educational Services	
3.1. <u>Certification and Adoption of Resolution of Sufficiency of Instructional Materials 2012-13</u>	42
It is recommended that the Board of Education adopt Resolution #1213-07 and Certification of the attached Statement of Assurance to serve as assurance to the Superintendent of Public Instruction that the Santee Board of Education has complied with the requirements of Education Code Section 60119.	
3.2. <u>Approval of Additional Services for Occupational Therapy (OT) Through the Agreement with HM Systems, Inc.</u>	45
It is recommended that the Board of Education approve additional services through agreement with HMSystems, Inc. for Occupational Therapy services.	

3.3.	<u>Approval of Agreement Between Intel-Assess and Santee School District</u>	46
	It is recommended that the Board of Education approve the Agreement with Intel-Assess for the 2012-2013 school year for standards aligned test item bank.	
Human Resources/Pupil Services		
4.1.	<u>Personnel, Regular</u>	55
	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 Renew Internship Contract Agreement with Brandman University</u>	58
	It is recommended that the Board of Education renew the internship agreement with Brandman University.	
4.3.	<u>Approval of Short-Term Instructional Assistant Special Education II Position</u>	65
	It is recommended that the Board of Education approve the short-term position listed in the item.	
F. DISCUSSION AND/OR ACTION ITEMS		
<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>Application for 2012-13 Mandated Cost Block Grant</u>	67
	It is recommended that the Board of Education authorize staff to apply for the Mandated Cost Block Grant for the 2012-13 school year.	
Capital Improvement Program		
2.1.	<u>Agreement with Webb-Cleff Architecture & Engineering Inc. to Provide Architectural Services for the Pepper Drive 10-Classroom Addition and Admin/LRC Joint Use Building CIP Projects</u>	70
	It is recommended that the Board of Education approve the agreement with Webb-Cleff Architecture & Engineering Inc. for architectural services for the Pepper Drive 10-Classroom addition and admin/LRC joint use building CIP projects.	
2.2.	<u>Initial Designs for Pepper Drive 10-Classroom Addition and Admin/LRC Joint Use Building</u>	111
	It is recommended that the Board of Education authorize initiation of necessary work to prepare for construction of the Admin/LRC Joint Use building at Pepper Drive. Initiation of the 10-Classroom addition is contingent upon apportionment of State grant funds which will not be known until December 2012.	
Human Resources		
3.1.	<u>Adoption of Resolution No. 1213-08, Elimination of Classified Non-Management Positions</u>	112
	It is recommended that the Board of Education adopt resolution no. 1213-08.	
G. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS		
		114

H. CLOSED SESSION 115

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

I. RECONVENE TO PUBLIC SESSION 115

J. ADJOURNMENT 115

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 October 2, 2012, at 7:00 p.m. in the Douglas E. Giles Educational Resource Center.
Santee School District complies with the Americans with Disabilities Act. If you require reasonable accommodations including alternate formats for this meeting, contact the Superintendent's Office at (619) 258-2304 at least two (2) days before the meeting date.

Members present:

Bartholomew
 El-Hajj
 Fox
 Burns
 Ryan

OPENING PROCEDURES ITEM A.

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

2. District Mission

Santee School District 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. Pledge of Allegiance

4. Approval of Agenda for the September 18, 2012 regular meeting

Agenda Item A.

Reports and Presentations Item B.1. Superintendent's Report
Prepared by Dr. Patrick Shaw
September 18, 2012

The following items are presented for Board information:

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

Agenda Item B.

Requests For Use Of Facilities - September 18, 2012						
Group	Location	Date	Days	Time	Attendance	Fees Applied
Cajon Park						
PTSA	Multi-Purpose	8/16/12 - 6/13/13	Thursday	6:00 pm - 8:00 pm		
Boy Scouts of America	Classroom	9/5/12 - 6/12/13	Wednesday	6:15 pm - 8:15 pm	10 - 12	
Sonshine Haven (Sonshine Club)	Multi-Purpose	10/18/12 - 5/30/13	Thursday	2:00 pm - 3:30 pm	40	
Girl Scout Troop 6119	Classroom	9/19/12 - 6/5/13	Wednesday	5:30 pm - 7:00 pm	15	
Girl Scouts	Teacher's Lounge	9/6/12 - 6/20/13	Thursday	6:00 pm - 8:00 pm	20	
Carlton Hills						
Richard Baer (After-School Program)	Multi-Purpose	9/12/12 - 6/14/13	Wed & Fri	5:00 pm - 8:00 pm	30 - 50	
Carlton Oaks						
PTA	Teacher's Lounge	9/6/12 - 6/6/13	Thursday	5:30 pm - 8:30 pm	15	
Teacher - Parents (DC Orientation)	Multi-Purpose	9/6/12	Thursday	6:00 pm - 7:00 pm	50	
Girl Scouts SDI	Classroom	9/17/12 - 5/20/13	Monday	6:00 pm - 7:30 pm		
Girl Scouts Service Unit 676	Multi-Purpose	9/5/12 & 9/13/12	Wed & Thurs	6:30 pm - 7:30 pm		
Girl Scouts 6215	Classroom	8/28/12 - 6/18/13	Tuesday	6:00 pm - 8:15 pm	15	
Girl Scouts Service Unit 35	Classroom	9/10/12 - 6/10/13	Monday	6:00 pm - 8:15 pm	35	
PTA (Carnival)	Back Lawn, Fitness Rm	10/27/12	Saturday	9:00 am - 7:00 pm	250	\$229.84
Chet F. Harritt						
PTA (Picnic)	Ball Fields	9/21/12	Friday	3:00 pm - 9:00 pm	75 - 100	TBD - lights
PTA (Council Meeting)	Multi-Purpose	9/12/12	Wednesday	5:00 pm - 8:30 pm	30	
PTA (Meeting)	Multi-Purpose	9/20/12 - 12/13/12	Thursday	5:00 pm - 8:30 pm	20	
PTA (Meeting)	Multi-Purpose	1/17/13 - 6/13/13	Thursday	5:00 pm - 8:30 pm	20	
San Diego Imperial Council Boy Scouts	Multi-Purpose	10/25/12	Thursday	6:30 pm - 8:30 pm	25 - 30	
Hill Creek						
County of San Diego Registrar of Voters	Multi-Purpose	11/6/12	Tuesday	6:00 am - 10:00 pm	varies	\$50.00
Santee Santas (Meeting)	Multi-Purpose	9/13/12	Thursday	5:30 pm - 9:30 pm	10	
Pepper Drive						
Sonshine Haven (Sonshine Club)	Classroom	9/19/12 - 6/5/13	Wednesday	2:35 pm - 4:00 pm	50	
Girl Scouts	Lunch Tables	9/10/12 - 6/17/13	Monday	2:40 pm - 3:30 pm	5 - 10	
San Diego Imperial Council Boy Scouts	Multi-Purpose	9/27/12	Thursday	6:30 pm - 8:30 pm	25	
PRIDE Academy (Prospect Avenue)						
Girl Scouts	Classroom	9/10/12 - 6/17/13	Monday	4:00 pm - 6:00 pm	10 - 15	
Girl Scouts	Classroom	9/18/12 - 6/4/13	Tuesday	4:30 pm - 5:30 pm		
San Diego Imperial Council Boy Scouts	Classroom	10/18/12	Thursday	6:30 pm - 8:30 pm	25 - 30	
Rio Seco						
PTSA (Family Night)	Multi-Purpose	9/26/12	Wednesday	5:30 pm - 8:00 pm		
Phil's BBQ (Training)	Multi-Purpose & Classrooms	10/23 & 10/24/12	Tues & Wed	4:30 pm - 9:00 pm	100	\$710.50
County of San Diego Registrar of Voters	Multi-Purpose	11/6/12	Tuesday	6:00 am - 10:00 pm	varies	\$50.00
Sycamore Canyon						
PTA (Family Movie)	Lawn	9/28/12	Friday	5:00 pm - 9:00 pm	300	
Girl Scouts	Classroom	9/5/12 - 6/12/13	Wednesday	6:00 pm - 8:00 pm	12 - 15	

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

Santee School District
ENROLLMENT REPORT
9/14/2012
Month 1 Week 3

SCHOOL	REGULAR ED										SDC				Total All					
	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	09/14/12	09/23/11	# Diff	% Diff	09/14/12	09/23/11	# Diff	% Diff	09/14/12	09/07/12	# Diff
Cajon Park	107	109	97	109	111	124	104	109	122	992	959	33	3.4%	60	64	-4	-6.3%	1052	1049	1046
Carlton Hills	54	39	39	46	40	39	50	62	97	466	485	-19	-3.9%	29	29	0	0.0%	495	496	498
Carlton Oaks	83	74	92	83	88	74	94	111	101	800	825	-25	-3.0%	52	59	-7	-11.9%	852	851	852
Chet F. Harritt	58	58	75	56	80	52	52	61	64	556	580	-24	-4.1%	0	0	0	0.0%	556	554	551
Hill Creek	72	71	88	76	93	92	71	82	81	726	746	-20	-2.7%	12	19	-7	-36.8%	738	739	738
Pepper Drive	94	96	89	88	78	79	73	80	88	765	759	6	0.8%	12	10	2	20.0%	777	774	779
Prospect Ave	71	71	51	64	51	59	49	56	68	540	528	12	2.3%	0	0	0	0.0%	540	539	541
Rio Seco	109	118	82	103	108	106	109	98	117	950	939	11	1.2%	41	48	-7	-14.6%	991	991	998
Sycamore Canyon	48	57	53	44	44	45	29	0	0	320	341	-21	-6.2%		1	-1	-100.0%	320	321	321
SUBTOTAL	696	693	686	689	693	670	631	659	738	6115	6162	-47	-0.8%	206	230	-24	-10.4%	6321	6,314	7
Alternative School	5	3	2	9	4	5	6	7	5	46	32	14	43.8%					46	46	0
Santee Success								1	4	5	2	3	150.0%	1				5	5	0
TK	48									48	0	48	0.0%					48	47	1
EAK										0	0	0	0.0%					0	0	0
NPS										2				2	3	-1	-33.3%	2	2	0
SUBTOTAL	53	3	2	9	4	5	6	8	9	101	34	67	197.1%					101	100	1
TOTAL	749	696	688	678	697	675	637	667	747	6216	6,196	20	0.3%	208	234	-26	-11%	6422	6,414	8

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

Cajon Park	PK	1054
Sycamore Canyon	2	355
Total PK	35	
	37	

Total Enrollment including PK
6459

Schedule of Upcoming Events

Date	Event
September 24	Staff Professional Development Day Non-Student Day
October 2	Board Meeting – 7:00 p.m.
October 16	Board Meeting – 7:00 p.m.
November 6	Election Day Board Meeting – 7:00 p.m.
November 12	Veterans' Day Holiday Schools and Departments Closed
November 19-23	Thanksgiving Holiday Break - Schools Closed Departments Closed November 21-23
December 4	Board Meeting – 7:00 p.m.
December 18	Board Meeting – 7:00 p.m.
December 24-January 4	Winter Break Schools Closed
January 7	Staff Professional Development Day Non-Student Day
January 8	Students return from Winter Break
January 15	Board Meeting – 7:00 p.m.
January 21	Martin Luther King Holiday Schools and Departments Closed
February 5	Board Meeting – 7:00 p.m.
February 11	Lincoln Holiday Schools and Departments Closed
February 18	Washington Holiday Schools and Departments Closed
February 19	Board Meeting – 7:00 p.m.

BACKGROUND:

For the past three years, Pathways Community Church has coordinated an annual volunteer effort to provide valuable service to Santee schools. This annual day has come to be known as School Beautification Day.

The event for this year occurred on Saturday, August 18, 2012. Pathways Community Church again coordinated completion of numerous projects at all nine schools and expanded participation to include other local churches. The participating churches were:

- Pathways Community Church
- Riverview Community Church (currently meets at Cajon Park)
- Gateway Church
- Carlton Hills Baptist Church

The volunteers were highly organized in completing numerous projects at all nine District schools to make them ready for school opening. Projects volunteers completed included:

- Removing weeds, spreading mulch, sweeping sidewalks, removing cobwebs, cleaning windows, emptying rain gutters, and clearing debris at all schools
- Installation of a retaining wall at Cajon Park School
- Installation of a shade structure at PRIDE Academy
- Installation of pavers at Chet F Harritt School
- Planting of new plants in front of Rio Seco School

Tonight, the Board of Education and Administration would like to formally recognize the volunteer efforts of these churches and express appreciation for their contributions to maintaining the visual appeal and quality of Santee schools.

FISCAL IMPACT:

\$15,000 for materials and supplies

Motion:		Second:		Vote:		Agenda Item B.2.
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PUBLIC COMMUNICATION Item C

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

Agenda Item C.

PUBLIC HEARINGS Item D

Agenda Item D.

Public Hearing Item D.1.

Compliance of Education Code Section 60119:
K-12 Textbook and Instructional Materials
Funding Realignment Program (IMFRP)

Prepared by Dr. Stephanie Pierce
September 18, 2012

BACKGROUND:

Education Code Section 60119 requires that a district post a Notice of Public Hearing for ten (10) days and then hold a public hearing and determine through a board resolution as to whether each pupil in the district has, or will have prior to the end of the fiscal year, sufficient textbooks and/or instructional materials in each subject that are consistent with the content and cycles of the curriculum framework adopted by the State Board.

This public hearing is being held to ensure that the intent of Education Code Section 60119 has been met for the 2012-13 school year.

In Consent Item E.3.1., which is placed later in the agenda, the Board will adopt the resolution certifying assurance with Education Code Section 60119.

The public hearing should convene and permit any interested citizens to raise questions or to provide input to sufficiency of the textbooks and instructional materials provided to students.

THE PRESIDENT OF THE BOARD READS

Public Hearing D.1.

Education Code Section 60119 requires that a district post a Notice of Public Hearing for ten (10) days and then hold a public hearing and determine through a board resolution as to whether each pupil in the district has, or will have prior to the end of the fiscal year, sufficient textbooks and/or instructional materials in each subject that are consistent with the content and cycles of the curriculum framework adopted by the state board.

This public hearing is being conducted to certify Santee School District's use of state funds to provide sufficient textbooks and or instructional materials in each subject that are consistent with the content and cycles of the curriculum framework adopted by the state board.

The meeting is now open to hear the matter of Santee School District's certification for use of funds. Is there anyone in the audience who wishes to make statements or ask questions regarding this certification?

**PLEASE POST
Until September 18, 2012**

NOTICE OF PUBLIC HEARING

FROM THE

SANTEE SCHOOL DISTRICT

FOR

COMPLIANCE WITH EDUCATION CODE SECTION 60019
K-12 PUPIL TEXTBOOK AND INSTRUCTIONAL MATERIALS
FUNDING REALIGNMENT PROGRAM

The Santee School District Board of Education shall hold a public hearing to determine whether sufficient textbooks or instructional materials, or both, in each subject area are consistent with the content and cycles of the curriculum framework adopted by the state board.

DATE: Tuesday, September 18, 2012

TIME: 7:00 p.m.

PLACE: Giles Educational Resource Center
9619 Cuyamaca Street
Santee, CA 92071

Posted 09/07/12
Santee City Clerk's Office
Santee Library
Educational Resource Center
Santee Chamber of Commerce
Santee District School Sites

CONSENT ITEMS Item E.

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

Agenda Item E

Consent Item E.1.1. Approval of Minutes
Prepared by Dr. Patrick Shaw
September 18, 2012

BACKGROUND:

Presented for Board approval –

- September 4, 2012, regular meeting minutes
- August 20, 2012, special meeting minutes

RECOMMENDATION:

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

Motion:

Second:

Vote:

Item E.1.1.

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

September 4, 2012

MINUTES

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

A. OPENING PROCEDURES

1. Call to Order and Welcome
President Bartholomew called the meeting to order at 7:00 p.m.
Members present:
 Dan Bartholomew, President
 Dianne El-Hajj, Vice President
 Ken Fox, Clerk
 Dustin Burns, Member
 Barbara Ryan, Member
Administration present:
 Dr. Patrick Shaw, Superintendent and Secretary to the Board
 Karl Christensen, Assistant Superintendent, Business Services
 Minnie Malin, Assistant Superintendent, Human Resources/Pupil Services
 Dr. Stephanie Pierce, Director, Educational Services
 Linda Vail, Executive Assistant and Recording Secretary
2. President Bartholomew invited Lindsay Benedetto, a fifth grade teacher at Carlton Oaks, to lead the members, staff and audience in the Pledge of Allegiance.
3. Approval of Agenda
It was moved and seconded to approve the agenda.
Motion: Burns Second: Fox 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
2. **Report on 2012 CST Data**

Bonner Montler, Assessment Coordinator, provided the Board with a presentation highlighting the growth in levels of proficiency and advanced on the 2012 California Standards Test. District and School API's will be out in early October and at that time Dr. Shaw will bring more information to the Board. All information was delayed this year due to security issues at the high school level. The proficiency reports included all students and Mr. Montler said all schools gave the Board something to be proud of. President Bartholomew said he was amazed by the initial results and recognized the commitment to student achievement by everyone in the District. Member Ryan recognized Kristin Baranski and the Board thanked her for her role in student achievement last year. The Board will send a letter to all employees to acknowledge their efforts.
3. **Bullying Prevention Training**

Bob Kull, Coordinator, shared that student academic success cannot happen unless students come to school ready to learn and feel good about themselves. Mr. Kull shared how Administration plans to strengthen this area of focus. He has reviewed the schools' Caring School Surveys to see where the greatest needs are. Mr. Kull presented information about the bullying prevention trainings that will be provided to staff and students this year. Some specific areas being addressed are the newly adopted Board Policies and Administrative Regulations, Vice Principal training, information available on the Web site, bullying "hot lines," and Canfield Production assemblies. Mr. Kull shared that several schools have bullying "hot lines" in place and he is working with the remaining principals to initiate a hot line for their school by the end of the month. Member Burns recommended Administration coordinate a city-wide bullying prevention forum to give parents tools and resources. He has provided Administration with a website that has information on developing a large gathering involving many agencies in Santee and would like the forum done soon this school year rather than toward the end of the year. President Bartholomew said the training is very good and he appreciates the focus on cyber bullying. While this is

painful at school, home should be a rest. In seeing more cyber bullying, there is no rest for kids. It haunts them everywhere.

President Bartholomew introduced audience members Elana Levens-Craig and Gabriel Pina, both school board candidates for seat #4. He also announced that Dianne El-Hajj was unopposed and will continue serving in seat #2.

C. PUBLIC COMMUNICATION

President Bartholomew 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 Bartholomew invited comments from the public on any item listed under Consent.

- 1.1. **Approval of Minutes**
- 2.1. **Approval/Ratification of Revolving Cash Report**
- 2.2. **Acceptance of Donations**
- 2.3. **Adoption of Resolution #1213-05 to Certify 2011-12 Gann Limit Appropriations Recalculation and an Estimated Limit for 2012-13.**
- 2.4. **Authorization to File Operations Application of Intent to Participate in the 2012-13 Class Size Reduction (CSR) Program**
- 3.1. **Approval of Ninyo & Moore to Conduct a Geological Evaluation for the Pepper Drive Administration/Learning Resource Center Joint Use Building**
- 4.1. **Approval of Agreement with Sunbelt Staffing for Speech Therapist Services**
- 5.1. **Personnel, Regular**
- 5.2. **Pulled for separate consideration**
- 5.3. **Approval of Readmission of Expelled Students**

It was moved and seconded to approve Consent Items with the exception of Item 5.2. which was pulled by Member Burns for separate consideration.

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

5.2. Granting Tenure to Eligible Certificated Employees (Pulled by Member Burns for separate consideration.)

Minnie Malin shared that Board approval was requested to grant tenure to certificated employees who worked two (2) years as required by Education Code and have demonstrated quality instructional service. These employees are now eligible for tenure after their first day of work in the 2012-2013 school year.

Member Burns believes this item should be considered separately because it is awesome to be able to hire teachers, especially in an era in public education when school districts are under attack because of budget. It is one of the greatest things the Board gets to do; grant tenure to teachers who are changing lives for our students. Member El-Hajj moved to grant tenure to the following employees:

- | | | |
|---------------------------|-------------------|--------------------------|
| Kristin Bonser | Nicole Najar | Kathryn Judd |
| Erica Trafaton (Martinez) | Julie Suokko | Heather Fuentes |
| Kasey Rutherford | Courtney Vaca | Alexa Harper |
| Rebecca Habich | Kathleen Dubnicka | Kelly Eveland |
| Lindsay Benedetto | Tamara Hebert | Sunshine Melgoza-Groessl |
| Larissa Evans | Phelim O'Connell | |
| Sarah Hackett | Andrea White | |

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

G. DISCUSSION AND/OR ACTION ITEMS

1.1. Adoption of Resolution #1213-2 Opposing the Quail Brush Power Plant Project

Speaker Cards:

- *Chris Wahl-an employee of Southwest Strategies and works with Cogentrix: Representing Quail Brush in the absence of Lori Ziebart:* Mr. Wahl confirmed that a letter from the Board was sent to the CEC last Thursday and the Board planned to take action this evening. Dating back to discussions in the spring, he wanted to make sure information was accurately depicted in the letter and wanted his information to be on record. First, the letter suggested requested information was not provided, however, a letter was provided to the school board with a "link" to health assessment information. The applicant first submits an assessment and then the CEC prepares their own assessment. The second item was about the requested visual simulations that were not

Ms. Brasher reported that all schools are full except CFH, including the ASES program, and pretty much YALE. There is currently a waiting list at Carlton Oaks for 4 students needing full time child care. Member Burns asked that Project SAFE work to get students in the program whenever possible and if staffing can be moved to accommodate those on the waiting list it would be greatly appreciated.

Mr. Christensen shared the differences in the estimated actuals and unaudited actuals due to some revenue such as PTA , fundraising, and carry overs that cannot be always be accurately estimated. The District also experienced savings in utility costs. There is a greater reserve fund balance than anticipated.

President Bartholomew asked if it is possible to get the financial related items that will be presented at Board meetings to the Board members to review prior to the meeting.

Member Burns asked if there were changes made in direct costs for schools this year. Mr. Christensen said bus costs for field trips increased last year and again this year. The Board requested that they be notified when those types of changes occur so they can address questions that are posed to them.

Member Ryan said it is nice to know we are better off financially than anticipated and definitely better than other districts.

Member Ryan moved to approve the 2011-12 Unaudited Actuals Report, including all required State forms.

Motion: Burns Second: Ryan Vote: 4-0 (El-Hajj absent)

2.2. Adoption of Resolution #1213-03 to Utilize the California Uniform Public Construction Cost Accounting Act under the Umbrella of the California Uniform Public Construction Cost Accounting Commission (CUPCCAC)

Mr. Christensen said at the August 21st meeting the Board was presented with information regarding the California Uniform Public Construction Cost Accounting Commission (CUPCCAC) which allows a school district to use alternative bidding procedures for public works projects up to \$175,000. At that meeting, the Board gave direction to move forward to pursue adopting this as an alternative method. The resolution would give formal notification to the State Controller's Office that the District wishes to participate in this program. Participation does not require the District to use this method for any or all public works projects and we could still use formal bidding procedures for projects over \$15,000 as currently required. If the resolution is adopted, a revised Board Policy would be brought forward for Board approval in order to govern the use of this alternative bidding procedure.

Member Burns said he supports this as a cost savings option and moved adopt Resolution #1213-03 to provide the necessary authorization for the District to notify the State Controller's Office of the District's intent to participate and to enact informal bidding requirements to govern the selection of contractors to perform public projects.

Motion: Burns Second: Fox Vote: 4-0 (El-Hajj absent)

Member Ryan asked if the Board would be notified when this process would be used. Mr. Christensen said the revised Board Policy would specify that any time this process was considered, Administration would come to Board with a recommendation and request for approval, so the Board would always need to approve using CUPCCAC.

3.1. California Department of Education, Child Development Division, Preschool Program Family Fee

Dr. Stephanie Pierce reported that as of July 1, the legislature passed a law assessing a family fee for State Preschool. The fee is determined by family size, income, and if the family is paying any other agency fees. About 30 of the current 72 students will be assessed a fee. Multiple children in a family are assessed only one family fee. These fees were enacted in response to decreased funding for State Preschool and because of the decrease in funding some districts are beginning to eliminate the program. Last year the general fund contributed \$22,000 toward the program, and even with the new fees, there will be a general fund contribution this year. The fees will generate about \$8,000 in income and will incur about \$1,000 in administrative costs to set up the program. Payment options include debit cards and checks. Each family has been notified and understands their responsibility. No students left the program based on the new fees.

Member Burns moved approval. Member El-Hajj is nervous because she remembers the problems associated with collecting fees for bussing and that because of the problems the fees were discontinued. Dr. Pierce said it is not a choice but has been enacted by law so we must collect the fees.

Motion: Burns Second: Ryan Vote: 5-0

4.1. Adoption of Resolution No. 1213-06 to Eliminate Identified Classified Non-Management Positions

Member Ryan moved to adopt resolution no. 1213-06 to eliminate identified classified non-management positions.

Motion: Ryan Second: Fox Vote: 5-0

H. BOARD COMMUNICATION

Member Burns said the first day of school was outstanding. Kids and parents were excited. He was at Carlton Oaks and is concerned about the parking lot at dismissal time. Parents park their cars while waiting for second dismissal. There is no room for emergency vehicles or other parents who might arrive or need to depart. Dr. Pierce said they worked closely with Sheriff's department last year and she is not sure if they are monitoring the procedures set out by the Sheriff's department. Parents do not heed what school staff says, and the Sheriff comes and gives tickets, which makes parents very upset. She will make sure Mrs. Baranski has the information.

Member Ryan asked Karl about his plans to convene the GASB committee. Mr. Christensen said he plans to convene the committee by December.

Board members said the Hill Creek ribbon cutting ceremony was very nice. Each ceremony has been a little different but they are always exciting. It was great seeing kids take their families around the building to see their new classrooms. Member Burns said he noticed an unoccupied science room and would like to see it used, even by a lower grade for science, if it is not being used. Dr. Shaw said that there may be changes and he assured that the science classroom will be utilized.

Member Fox said the dedication was great. Teachers and kids were excited. The Woodshop classroom turned out great.

Dr. Shaw suggested cancelling the September 10th Strategic Planning Leadership Team meeting as there would not be anything new to report at that time. Administration should have the volunteer names by the next Board meeting and they will begin meeting in October. Board members agreed and the meeting will be cancelled.

I. CLOSED SESSION

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

1. **Public Employee Discipline/Dismissal/Release** (Govt. Code § 54957)
2. **Conference with Real Property Negotiators** (Govt. Code § 54956.8)
Property Address: 10445 Mission Gorge Road, Santee, CA 92071
(Property formerly known as Santee School)
Agency Negotiator: Karl Christensen, Asst. Superintendent, Business Services

The Board entered closed session at 8:48 p.m.

J. RECONVENE TO PUBLIC SESSION

The Board reconvened to public session at 10:20 p.m. President Bartholomew reported that in closed session, the Board unanimously approved an agreement with ESI International for investigative services.

K. ADJOURNMENT

The September 4, 2012 regular meeting adjourned at 10:20 p.m.

SANTEE SCHOOL DISTRICT
SPECIAL MEETING OF THE BOARD OF EDUCATION

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

MINUTES
August 20, 2012

A. CALL TO ORDER

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

B. PUBLIC COMMUNICATION

There were no comments from the public.

C. CLOSED SESSION

1. Consideration of Student Matter (Ed. Code S48918) Student #11-11

The Board entered Closed Session at 6:00 p.m. for a student discipline hearing for student #11-11. The matter was heard by Board President Bartholomew, Vice President El-Hajj, and Members Fox, Burns, and Ryan. Oral and documentary evidence was received. Following the presentation of evidence, President Bartholomew 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.

It was motioned by Member Fox to not expel student #11-11 from the Santee School District.

Motion: Fox

Second: Ryan

Vote: 5-0

E. ADJOURNMENT

The August 20, 2012 special meeting adjourned at 7:40 p.m.

Ken Fox, Clerk

Dr. Patrick Shaw, Secretary

BACKGROUND:

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

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

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

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

RECOMMENDATION:

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

This recommendation supports the following District goal:

Staff Development

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

FISCAL IMPACT:

The estimated travel expenses are \$7,753, with additional substitute costs of \$420, as disclosed on the following page.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.2.1.
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Board Travel Report - September 18, 2012

Travel Dates	Attendees	Site or Dept	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Overnight, Out-of-State, Air Travel
Monday, 10/01/12	Hope Michel Tiffany Powell	Special Ed CP	Legal Workshop	SDCOE	\$0	\$42	Special Education Special Education	This workshop will provide participants with information on legally defensible assessments and autism programs.
Wednesday, 10/10/12	Hope Michel	Special Ed	Navigating Charter Schools Participation in SELPAs	San Diego	\$0	\$143	Special Education	This workshop will provide participants with information on the legal parameters for compliance with IDEA.
Mon - Fri, 10/15/12 - 10/19/12	Diane Turner	Transportation	California Department of Education Office of School Transportation - training	Santee	\$0	\$100	Transportation	The focus of this week long training will be on the current California bus driving laws and regulations.
Tues - Fri, 10/16/12 - 10/19/12	Bernard Yeo Matt Marsman	TCS TCS	CETPA Conference 2012	Monterey	\$0	\$980	Technology Technology	This K-12 education technology conference will focus on technical knowledge with information sessions and technical strategies for the 21st century classroom.
Fri - Sat, 10/19/12 - 10/20/12	44 employees	Districtwide	California Reading Association	San Diego	\$0	\$4,078 (\$93 each)	site budgets	This workshop will provide professional development in reading instruction.
Thurs - Sat, 12/06/12 - 12/08/12	Jill Schmitt Val Iverson	CO CO	National Science Teachers Association Science Conference	Washington D.C.	\$210 \$210	\$694 \$694	SLIB SLIB	This conference will provide a learning information network and resources affecting science education.

Consent Item E.2.2. Approval/Ratification of Expenditure Warrants
 Prepared by Karl Christensen
 September 18, 2012

BACKGROUND:

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

Commercial Warrants issued for the period of August 2012:

<u>Fund #/Name</u>	<u>Warrant #'s</u>	<u>Amount</u>
03/06 General	12-076884 TO 12-086129	\$290,161.82
09 00	N/A	\$0.00
12 06	12-082339	\$474.00
13 00	12-076902 TO 12-082030	\$11,667.31
14 00	12-086130 TO 12-086131	\$144,172.00
21 09	N/A	\$0.00
21 39 / 21 08	12-076912 TO 12-086132	\$102,619.38
25 18	N/A	\$0.00
25 38	N/A	\$0.00
35-00	N/A	\$0.00
40-00	12-080778 TO 12-083455	\$1,791.50
63 00	12-078637 TO 12-083456	\$326.26
		\$551,212.27

There were no Student Body Warrants issued for the period of August 2012:

\$9,342.09

Payroll Warrant #'s beginning 10-143970 through 10-144002 and 10-276981 through 10-277349:

<u>Fund #/Name</u>	<u>Amount</u>
03 00	\$1,522,063.92
06 00	\$414,688.96
12 06	\$2,911.67
13 00	\$35,109.66
25-18	\$0.00
63 00	\$189,555.57
\$2,164,329.78	

RECOMMENDATION:

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

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact of commercial, student body, and payroll expenditure warrants total \$2,724,884.14 and is disclosed above.

STUDENT ACHIEVEMENT IMPACT:

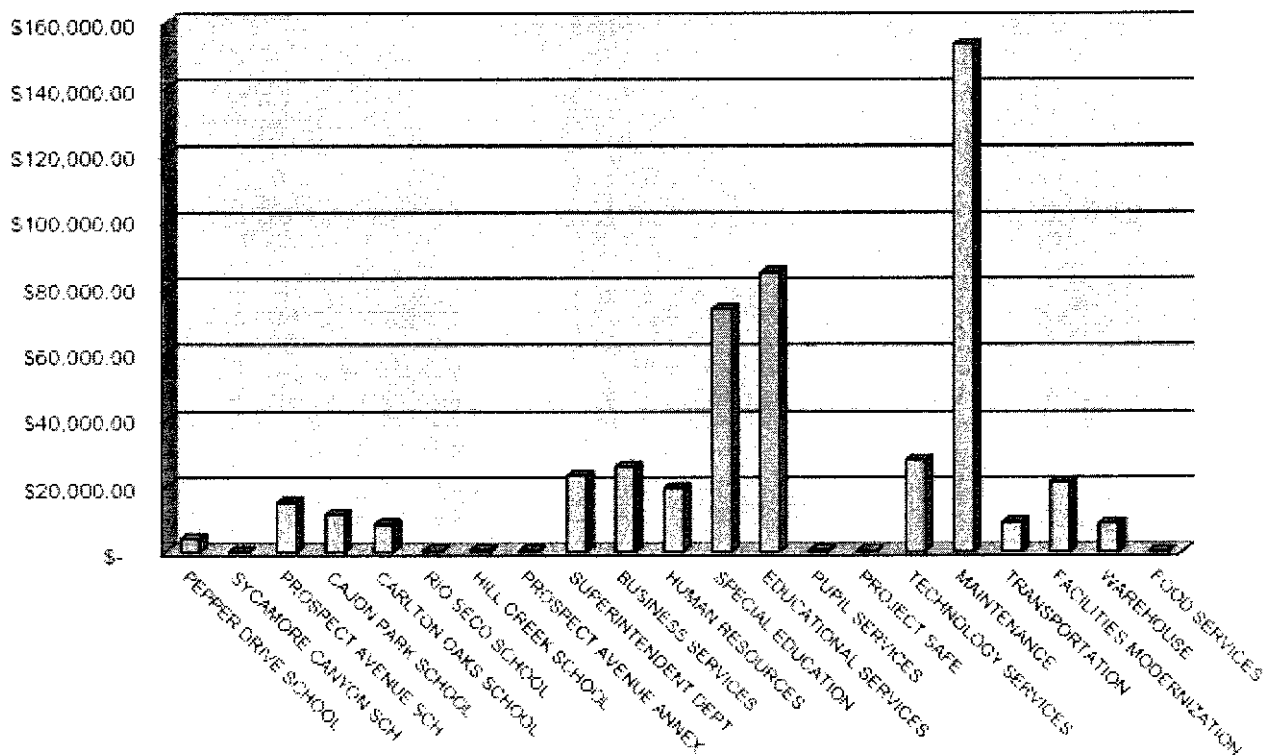
This is a fiscal item. All fiscal resources impact student achievement.

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

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

**PURCHASE ORDER REPORT
 AUGUST 2012**



- The Educational Services purchase orders include payments for library/math instructional materials.
- The Special Education purchase orders include payments for annual agreements for specialized consulting services.
- The Maintenance purchase orders include payments relating to the District-wide Summer Playground Paving Projects.

RECOMMENDATION:

Administration recommends approval of purchase orders #120220 through #120333 issued August 1, 2012 through August 31, 2012.

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact of \$486,554.02 is disclosed on the following pages.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.2.3.
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LOCATION LIST 2012-13

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

M = Monthly Blanket
 A = Annual Blanket
 L = Lottery

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

Fund Numbers

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

PURCHASE ORDER LISTING -AUGUST 2012
BY SITE

PO NBR	DATE	FUND	VENDOR	DESCRIPTION	AMOUNT	LOC	LOCATION
120287	8/16/2012	6	LENOVO (UNITED STATES) INC.	LAPTOPS	\$ 2,577.68	002	PEPPER DRIVE SCHOOL
120288	8/16/2012	6	CDW GOVERNMENT INC	COMPUTERS	\$ 1,317.77	002	PEPPER DRIVE SCHOOL
120315	8/20/2012	3	TROXELL COMMUNICATIONS INC	ELECTRONIC EQUIPMENT	\$ 166.72	002	PEPPER DRIVE SCHOOL
				TOTAL	\$ 4,062.17		PEPPER DRIVE SCHOOL
120291	8/16/2012	3	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	\$ 25.00	004	SYCAMORE CANYON SCH
				TOTAL	\$ 25.00		SYCAMORE CANYON SCH
120246	8/7/2012	6	APPLE COMPUTER INC	TECHNOLOGY EQUIPMENT	\$ 435.92	005	PROSPECT AVENUE SCH
120266	8/14/2012	6	SOCIAL STUDIES SCHOOL SERVICE	CLASSROOM MATERIALS	\$ 251.29	005	PROSPECT AVENUE SCH
120270	8/14/2012	3 6	TECH4LEARNING	STAFF TRAINING	\$ 7,700.00	005	PROSPECT AVENUE SCH
120284	8/15/2012	3	VIRCO MANUFACTURING CORP	CLASSROOM FURNITURE	\$ 5,644.75	005	PROSPECT AVENUE SCH
120295	8/20/2012	6	HYPHENET	COMPUTER	\$ 769.79	005	PROSPECT AVENUE SCH
120321	8/21/2012	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$ 177.71	005	PROSPECT AVENUE SCH
120322	8/21/2012	3	ALERT SERVICES, INC	HEALTH OFFICE SUPPLIES	\$ 69.91	005	PROSPECT AVENUE SCH
				TOTAL	\$ 15,049.37		PROSPECT AVENUE SCH
120223	8/2/2012	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$ 908.28	006	CAJON PARK SCHOOL
120285	8/16/2012	6	LENOVO (UNITED STATES) INC.	LAPTOPS	\$ 2,577.68	006	CAJON PARK SCHOOL
120286	8/16/2012	3 6	TROXELL COMMUNICATIONS INC	ELECTRONIC EQUIPMENT	\$ 2,237.92	006	CAJON PARK SCHOOL
120316	8/20/2012	3	TROXELL COMMUNICATIONS INC	PROJECTOR	\$ 3,746.34	006	CAJON PARK SCHOOL
120317	8/20/2012	3	CPM EDUCATIONAL PROGRAM	CLASSROOM MATERIALS	\$ 1,929.80	006	CAJON PARK SCHOOL
				TOTAL	\$ 11,400.02		CAJON PARK SCHOOL
120267	8/14/2012	3	SCIENCE KIT INC	CLASSROOM MATERIALS	\$ 180.10	008	CARLTON OAKS SCHOOL
120268	8/14/2012	3	ANSMAR PUBLISHERS INC	CLASSROOM MATERIALS	\$ 2,995.45	008	CARLTON OAKS SCHOOL
120269	8/14/2012	3	CPM EDUCATIONAL PROGRAM	CLASSROOM MATERIALS	\$ 576.98	008	CARLTON OAKS SCHOOL
120275	8/15/2012	3	JOSTENS	YEARBOOK FOR 11/12	\$ 4,316.81	008	CARLTON OAKS SCHOOL
120277	8/15/2012	3	LABELCITY, INC	OFFICE SUPPLIES	\$ 293.23	008	CARLTON OAKS SCHOOL
				TOTAL	\$ 8,362.57		CARLTON OAKS SCHOOL
120298	8/20/2012	3	DELL MARKETING L.P.	PRINTER	\$ 260.13	009	RIO SECO SCHOOL
				TOTAL	\$ 260.13		RIO SECO SCHOOL
120263	8/13/2012	3	APPLE TEXTBOOKS	CLASSROOM MATERIALS	\$ 346.78	010	HILL CREEK SCHOOL
120299	8/20/2012	3	DELL MARKETING L.P.	COMPUTER & EQUIPMENT/PARTS	\$ 289.60	010	HILL CREEK SCHOOL
				TOTAL	\$ 636.38		HILL CREEK SCHOOL
120330	8/27/2012	12 6	SMART & FINAL	SUPPLIES FOR PRE-SCHOOL	\$ 250.00	012	PROSPECT AVENUE ANNEX
				TOTAL	\$ 250.00		PROSPECT AVENUE ANNEX
120273	8/14/2012	3	COSCA GROUP (THE)	SUPERINTENDENT SEARCH	\$ 23,200.00	062	SUPERINTENDENT DEPT
				TOTAL	\$ 23,200.00		SUPERINTENDENT DEPT
120231	8/6/2012	3	CINTAS DOCUMENT MANAGEMENT	DOCUMENT DESTRUCTION	\$ 497.95	064	BUSINESS SERVICES
120232	8/6/2012	40	LUCID DESIGN GROUP, INC.	SOLAR DASHBOARD - HC	\$ 1,200.00	064	BUSINESS SERVICES
120233	8/6/2012	3	GROSSMONT UNION HIGH	SPANISH TEACHER - PRIOR YEAR	\$ 210.35	064	BUSINESS SERVICES
120248	8/7/2012	6	OFFICEMAX CONTRACT INC	SUPPLIES	\$ 29.81	064	BUSINESS SERVICES
120249	8/7/2012	3 6	OFFICE DEPOT INC	OFFICE SUPPLIES	\$ 682.79	064	BUSINESS SERVICES

120250	8/7/2012	63	OFFICE DEPOT INC	OFFICE SUPPLIES	\$ 277.74	064	BUSINESS SERVICES
120264	8/14/2012	3	6 SPARKLETTS	DRINKING WATER 12/13	\$ 920.00	064	BUSINESS SERVICES
120278	8/15/2012	3	SPARKLETTS	ANNUAL 12-13	\$ 120.00	064	BUSINESS SERVICES
120290	8/16/2012	3	CDW GOVERNMENT INC	SOFTWARE LICENSES	\$ 319.30	064	BUSINESS SERVICES
120301	8/20/2012	3	CANON BUSINESS SOLUTIONS INC	COPIER MAINT. AGREEMENTS 12/13	\$ 1,000.00	064	BUSINESS SERVICES
120302	8/20/2012	3	CANON BUSINESS SOLUTIONS INC	COPIER MAINT. AGREEMENTS 12/13	\$ 700.00	064	BUSINESS SERVICES
120303	8/20/2012	3	CANON BUSINESS SOLUTIONS INC	COPIER MAINT. AGREEMENTS 12/13	\$ 600.00	064	BUSINESS SERVICES
120304	8/20/2012	3	CANON BUSINESS SOLUTIONS INC	COPIER MAINT. AGREEMENTS 12/13	\$ 500.00	064	BUSINESS SERVICES
120305	8/20/2012	3	CANON BUSINESS SOLUTIONS INC	COPIER MAINT. AGREEMENTS 12/13	\$ 2,000.00	064	BUSINESS SERVICES
120306	8/20/2012	3	CANON BUSINESS SOLUTIONS INC	COPIER MAINT. AGREEMENTS 12/13	\$ 2,000.00	064	BUSINESS SERVICES
120307	8/20/2012	3	CANON BUSINESS SOLUTIONS INC	COPIER MAINT. AGREEMENTS 12/13	\$ 1,200.00	064	BUSINESS SERVICES
120308	8/20/2012	3	CANON BUSINESS SOLUTIONS INC	COPIER MAINT. AGREEMENTS 12/13	\$ 1,500.00	064	BUSINESS SERVICES
120309	8/20/2012	3	CANON BUSINESS SOLUTIONS INC	COPIER MAINT. AGREEMENTS 12/13	\$ 600.00	064	BUSINESS SERVICES
120310	8/20/2012	3	CANON BUSINESS SOLUTIONS INC	COPIER MAINT. AGREEMENTS 12/13	\$ 200.00	064	BUSINESS SERVICES
120311	8/20/2012	3	CANON BUSINESS SOLUTIONS INC	COPIER MAINT. AGREEMENTS 12/13	\$ 300.00	064	BUSINESS SERVICES
120312	8/20/2012	3	CANON BUSINESS SOLUTIONS INC	COPIER MAINT. AGREEMENTS 12/13	\$ 1,000.00	064	BUSINESS SERVICES
120313	8/20/2012	3	CANON BUSINESS SOLUTIONS INC	COPIER MAINT. AGREEMENTS 12/13	\$ 1,500.00	064	BUSINESS SERVICES
120314	8/20/2012	3	CANON BUSINESS SOLUTIONS INC	COPIER MAINT. AGREEMENTS 12/13	\$ 1,000.00	064	BUSINESS SERVICES
120327	8/22/2012	3	SPARKLETTS	DRINKING WATER - SC	\$ 120.00	064	BUSINESS SERVICES
120331	8/28/2012	3	JUNE RICHARDS	REPLACE PAYROLL WARRANT	\$ 5,932.69	064	BUSINESS SERVICES
120333	8/20/2012	3	CANON BUSINESS SOLUTIONS INC	COPIER MAINT. AGREEMENTS 12/13	\$ 1,500.00	064	BUSINESS SERVICES
				TOTAL	\$ 25,910.63		BUSINESS SERVICES
120225	8/6/2012	3	SCSEBA	COBRA PAYMENTS	\$ 1,075.26	065	HUMAN RESOURCES
120226	8/6/2012	3	SAN DIEGO COUNTY SCHOOLS	COBRA PAYMENTS	\$ 105.02	065	HUMAN RESOURCES
120227	8/6/2012	3	SCSEBA	COBRA PAYMENTS	\$ 477.54	065	HUMAN RESOURCES
120228	8/6/2012	3	SCSEBA	COBRA PAYMENTS	\$ 5,730.48	065	HUMAN RESOURCES
120229	8/6/2012	3	SCSEBA	COBRA PAYMENTS	\$ 5,730.48	065	HUMAN RESOURCES
120230	8/6/2012	3	DELTACARE PMI	COBRA PAYMENTS	\$ 540.12	065	HUMAN RESOURCES
120256	8/8/2012	3	SCSEBA	COBRA PAYMENTS	\$ 5,252.94	065	HUMAN RESOURCES
120294	8/16/2012	3	BOWEN, CHERYL	REIMBURSEMENT FOR OVERPYMT	\$ 400.00	065	HUMAN RESOURCES
				TOTAL	\$ 19,311.84		HUMAN RESOURCES
120244	8/7/2012	6	ASELTINE SCHOOL	ANNUAL NPS - 12/13	\$ 36,115.80	067	SPECIAL EDUCATION
120245	8/7/2012	6	SPECIALIZED ED OF CA. INC.	ANNUAL NPS - 12/13	\$ 34,902.00	067	SPECIAL EDUCATION
120271	8/14/2012	6	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	\$ 25.00	067	SPECIAL EDUCATION
120272	8/14/2012	6	EXCEL STAFFING SERVICES INC	THERAPY SERVICES FY 11-12	\$ 958.75	067	SPECIAL EDUCATION
120296	8/20/2012	6	LA MESA-SPRING VALLEY SCHOOL	TRANSPORTATION FOR SELPA STUD.	\$ 1,300.00	067	SPECIAL EDUCATION
				TOTAL	\$ 73,301.55		SPECIAL EDUCATION
120224	8/2/2012	3	PEARSON / SCOTT FORESMAN	LIBRARY/MATH MATERIALS	\$ 83,873.40	069	EDUCATIONAL SERVICES
120276	8/15/2012	12	6 CANON BUSINESS SOLUTIONS INC	COPIER CHARGES 11-12 FY	\$ 474.00	069	EDUCATIONAL SERVICES
				TOTAL	\$ 84,347.40		EDUCATIONAL SERVICES
120243	8/7/2012	3	MCALISTER INSTITUTE	ANNUAL 12-13	\$ 500.00	070	PUPIL SERVICES
				TOTAL	\$ 500.00		PUPIL SERVICES
120265	8/14/2012	63	SPARKLETTS	DRINKING WATER - 12/13	\$ 230.00	072	PROJECT SAFE
				TOTAL	\$ 230.00		PROJECT SAFE

120222	8/2/2012	3	LENOVO (UNITED STATES) INC.	COMPUTER EQUIPMENT	\$ 170.25	073	TECHNOLOGY SERVICES
120260	8/9/2012	3	SOFTWARE HOUSE INTERNATIONAL	SOFTWARE SYSTEM & UPGRADES	\$ 27,351.50	073	TECHNOLOGY SERVICES
120300	8/20/2012	6	TECH4LEARNING	SUBSCRIPTIONS 12-13	\$ 240.00	073	TECHNOLOGY SERVICES
					TOTAL	\$ 27,761.75	TECHNOLOGY SERVICES
120221	8/2/2012	6	RIVER FIRE & SECURITY, INC.	FIRE ALARM REPAIRS	\$ 112.50	075	MAINTENANCE
120247	8/7/2012	6	PORTABLE STORAGE CORP	PORTABLE STORAGE MOVES	\$ 416.60	075	MAINTENANCE
120262	8/13/2012	6	WASTE MANAGEMENT OF EL CAJON -	DISPOSAL SERVICES	\$ 714.30	075	MAINTENANCE
120319	8/21/2012	14	MILLER PAVING CORPORATION	PLAYGROUND PAVING - PA, RS, CO	\$ 90,773.00	075	MAINTENANCE
120320	8/21/2012	14	ANGUS ASPHALT, INC.	PLAYGROUND PAVING -PD, SC, CFH	\$ 61,098.00	075	MAINTENANCE
					TOTAL	\$ 153,114.40	MAINTENANCE
120251	8/7/2012	6	KIRKS RADIATOR	BUS REPAIRS & MAINTENANCE	\$ 468.36	076	TRANSPORTATION
120252	8/7/2012	6	INTERSTATE BATTERY OF	BUS REPAIRS & MAINTENANCE	\$ 115.40	076	TRANSPORTATION
120253	8/7/2012	6	MAGNOLIA TEST ONLY STATION	BUS REPAIRS & MAINTENANCE	\$ 70.06	076	TRANSPORTATION
120254	8/7/2012	6	FRAME & AXLE SERVICE OF	BUS REPAIRS & MAINTENANCE	\$ 50.00	076	TRANSPORTATION
120255	8/7/2012	6	DREW FORD	BUS REPAIRS & MAINTENANCE	\$ 23.78	076	TRANSPORTATION
120279	8/15/2012	6	ROMAN'S TRUCK	M&O/BUS REPAIRS & MAINT.	\$ 2,992.12	076	TRANSPORTATION
120280	8/15/2012	6	KIRKS RADIATOR	M&O REPAIRS & MAINTENANCE	\$ 439.55	076	TRANSPORTATION
120281	8/15/2012	6	INTERSTATE BATTERY OF	VEHICLE REPAIRS & MAINTENANCE	\$ 131.40	076	TRANSPORTATION
120282	8/15/2012	6	FRAME & AXLE SERVICE OF	M&O REPAIRS & MAINTENANCE	\$ 331.82	076	TRANSPORTATION
120283	8/15/2012	6	LA MESA-SPRING VALLEY SCHOOL	STUDENT TRANSPORTATION	\$ 1,300.00	076	TRANSPORTATION
120289	8/16/2012	6	CDW GOVERNMENT INC	SOFTWARE LICENSE	\$ 63.86	076	TRANSPORTATION
120292	8/16/2012	6	GCR TIRE CENTERS SAN DIEGO	TIRES	\$ 2,112.00	076	TRANSPORTATION
120326	8/22/2012	6	FRAME & AXLE SERVICE OF	BUS REPAIRS & MAINTENANCE	\$ 294.00	076	TRANSPORTATION
120328	8/22/2012	6	KIMBALL MIDWEST	SHOP SUPPLIES	\$ 80.25	076	TRANSPORTATION
120329	8/22/2012	6	A-Z BUS SALES, INC.	BUS REPAIRS & MAINTENANCE	\$ 509.79	076	TRANSPORTATION
					TOTAL	\$ 8,982.39	TRANSPORTATION
120234	8/6/2012	21 39	ESCONDIDO REPROGRAPHICS	LARGE FORMAT PRINTING - PD 10	\$ 555.45	077	FACILITIES MODERNIZATION
120235	8/6/2012	21 39	SOUTH BAY FENCE INC.	FENCES	\$ 11,163.79	077	FACILITIES MODERNIZATION
120236	8/6/2012	21 39	HENDRIX CALIFORNIA SCHOOL	LCP PROGRAM SERVICES - HC 10	\$ 5,138.00	077	FACILITIES MODERNIZATION
120274	8/14/2012	21 39	CALIFORNIA GEOLOGICAL SURVEY	SURVEYING REPORTS - PD	\$ 3,600.00	077	FACILITIES MODERNIZATION
120297	8/20/2012	21 39	UNITED SITE SERVICES OF CA INC		TOTAL	\$ 94.18	077 FACILITIES MODERNIZATION
120318	8/21/2012	21 39	DFS FLOORING	CARPET AT PEPPER DRIVE	\$ 300.00	077	FACILITIES MODERNIZATION
120324	8/21/2012	21 39	STAPLES ADVANTAGE	TACKABLE BOARD FOR OFFICE	\$ 269.36	077	FACILITIES MODERNIZATION
					TOTAL	\$ 21,120.78	FACILITIES MODERNIZATION
120237	8/7/2012	3	BADEN SPORTS INC	STORES SUPPLIES	\$ 484.07	078	WAREHOUSE
120238	8/7/2012	3	AMERICAN CHEMICAL & SANITARY	STORES SUPPLIES	\$ 1,115.21	078	WAREHOUSE
120239	8/7/2012	3	MAINTEX INC	STORES SUPPLIES	\$ 1,599.28	078	WAREHOUSE
120240	8/7/2012	3	SOUTHWEST SCHOOL SUPPLY	STORES SUPPLIES	\$ 264.68	078	WAREHOUSE
120241	8/7/2012	3	OFFICE ADVANTAGE	STORES SUPPLIES	\$ 164.93	078	WAREHOUSE
120242	8/7/2012	3	CAMEO PAPER & JANITORIAL	STORES SUPPLIES	\$ 69.69	078	WAREHOUSE
120257	8/8/2012	3	SOUTHWEST SCHOOL SUPPLY	STORES SUPPLIES	\$ 71.63	078	WAREHOUSE
120258	8/8/2012	3	P&R PAPER SUPPLY CO INC	STORES SUPPLIES	\$ 209.98	078	WAREHOUSE
120259	8/8/2012	3	SCHOOL SPECIALTY, INC	STORES SUPPLIES	\$ 10.86	078	WAREHOUSE
120261	8/10/2012	3	OFFICE DEPOT INC	STORES SUPPLIES	\$ 69.05	078	WAREHOUSE

120293	8/16/2012	3	OFFICE DEPOT INC	STORES SUPPLIES	\$ 316.53	078	WAREHOUSE
120323	8/21/2012	3	OFFICE ADVANTAGE	STORES SUPPLIES	\$ 1,442.99	078	WAREHOUSE
120325	8/21/2012	3	MEDCO COMPANY	STORES SUPPLIES	\$ 96.20	078	WAREHOUSE
120332	8/29/2012	3	P&R PAPER SUPPLY CO INC	STORES SUPPLIES	\$ 2,693.75	078	WAREHOUSE
				TOTAL	\$ 8,608.85		WAREHOUSE
120220	8/2/2012	13	MISSION JANITORIAL SUPPLIES	CUSTODIAL SUPPLIES	\$ 118.79	090	FOOD SERVICES
				TOTAL	\$ 118.79		FOOD SERVICES
					\$ 486,554.02		

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 #22247 through #22248 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 \$107.05 as disclosed on the following report.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.2.4.
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**SANTEE SCHOOL DISTRICT
REVOLVING CASH REPORT- \$15,000**

Date	Number	Name	Memo	Amount
06/11/12	22247	Walmart	Lorene Foster Childrens Fund	100.00
06/12/12	22248	Carlton Oaks School	E-Script Deposits	234.67
Total Checks Written				\$334.67
Bank Fees Carlton Oaks				7.05 (234.67)
Total to be Reimbursed				\$107.05

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 Lego League	\$1,000.00	SAIC	Cajon Park School
Funds Support the Instructional Program and Supplement Classroom Supplies	\$152.24	Target – Take Care of Education	PRIDE Academy at Prospect Avenue School
Funds to Purchase Multi-media Equipment for the MPR	\$3,000.00	Prospect Avenue PTA	
Backpacks (350)	\$3,500.00	Costco	
The Outsiders Novel (35 books) - "Bringing 'The Outsiders' In" Project Awarded to Mrs. Hallinan's Classroom	\$258.65	DonorsChoose.org	
TOTAL DONATIONS RECEIVED	\$7,910.89		

RECOMMENDATION:

It is recommended that the Board of Education accept the donations listed above for the District and authorize staff to send letters of appreciation on behalf of the governing Board.

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.

Educational Achievement

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

FISCAL IMPACT:

The donations above are valued at \$7,910.89.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.2.5.
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BACKGROUND:

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

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

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

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

RECOMMENDATION:

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

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact is disclosed on the attached page.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.2.6.
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September 18, 2012 Consultants / General Service Providers Report

Vendor Name	Type (Consultant or General Service Provider)	Description of Services	Date(s) of Service	Amount	Funding	Payment Type (Independent Contractor or Employee)
Darcy Fagerwold DBA Expressions Dance	General Service Provider	Dance Classes	9/24/12 - 11/2/12 and 1/7/13 - 2/15/13	\$600 (\$300 per session)	Rio Seco	Independent Contractor
Habib Tahmas	Consultant	Fiscal Analysis / Accounting Support Services	9/10/12 - 12/31/12	\$21/13/hour (not to exceed \$10,000)	Business Services	Employee
Chris Rubio Productions	General Service Provider	Assembly on Bullying	10/01/12	\$750.00	Hill Creek	Independent Contractor

Consent Item E.2.7. Farmers' Market Contract Extension
Prepared by Karl Christensen
September 18, 2012

BACKGROUND:

At its February 17, 2009 meeting the Board of Education approved a temporary Permit for the establishment of the Farmers' Market at the currently vacant Santee School site. The initial Permit Agreement approval was for a period of six months beginning April 6, 2009. The Board has renewed the permit several times through October 31, 2012.

The Santee Farmers' Market provides fresh, agricultural items which have been enthusiastically welcomed by the community. The Santee Farmers' Market has been responsible for all operating costs including cleanup, utilities, and security as needed. In accordance with Section 6 of the Agreement, the Santee Farmers' Market has paid the District proceeds of \$9,768.04 thus far.

With the eventual ground lease at the Santee School Site, It is requested the Board of Education approve the term extension of the permit agreement for the Santee Farmers' Market to April 30, 2013. The District still has the right to cancel the permit with a 30-day notice per the permit agreement.

RECOMMENDATION:

It is recommended that the Board of Education approve the term extension of the permit agreement for the Santee Farmers' Market to April 30, 2013.

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:

Successfully run farmers' markets add value to the community and generate additional income to the District. In return for the facilities usage, the District will receive payment from the Santee Farmers' Market as follows:

- one percent (1.0%) of the gross sales per quarter (if less than \$10,000 in gross sales)
- two percent (2.0%) of the gross sales per quarter (if gross sales are \$10,000-\$14,999)
- two and one-half percent (2.5%) of the gross sales per quarter (if gross sales reach \$15,000 or more)

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.2.7.
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Consent Item E.3.1. Certification and Adoption of Resolution of Sufficiency of Instructional Materials 2012-13
Prepared by Dr. Stephanie Pierce
September 18, 2012

BACKGROUND:

In order to comply with the Williams Settlement and to receive funding for the Pupil Textbook and Instructional Materials Funding (Education Code Section 60252), and/or funding for instructional materials from any state source in a fiscal year in which the Superintendent of Public Instruction determines that the base revenue limit per average daily attendance (ADA) for each school district will increase by at least one percent from the prior fiscal year, the governing boards of school districts are subject to the requirements of Education Code Section 60119.

Education Code Section 60119 requires that a district hold a public hearing and determine through a board resolution as to whether each pupil in the district has, or will have prior to the end of the fiscal year, sufficient textbooks and/or instructional materials in each subject that are consistent with the content and cycles of the curriculum framework adopted by the State Board.

The public hearing was held earlier in the meeting tonight to allow for public comment.

Adoption of Resolution #1213-07 and Certification of the attached Statement of Assurance shall serve as assurance to the Superintendent of Public Instruction that the Santee Board of Education has complied, and will comply, with the requirements of Education Code Section 60119 during the 2012-13 school year. This resolution applies to Instructional Materials Funding and the Williams Settlement.

This requirement has been certified each year since 1998.

RECOMMENDATION:

Administration recommends adoption of Resolution #1213-07 and Certification of the attached Statement of Assurance to serve as assurance to the Superintendent of Public Instruction that the Santee Board of Education has complied with the requirements of Education Code Section 60119.

This recommendation supports the following District goal:

- Assure the highest level of educational achievement for all students

FISCAL IMPACT:

We expect to receive \$340,900 from the State for the Instructional Materials Funding Realignment Program (IMFRP). However, due to State Categorical Flexibility, the District is utilizing approximately \$170,000 for the general fund.

STUDENT ACHIEVEMENT:

Students who have access to state-approved textbooks aligned with standards based core content are more likely to have success in student achievement.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.3.1.

Santee School District
Resolution #1213-07

Resolution on Sufficiency of Instructional Materials

WHEREAS, the governing board of Santee School District, in order to comply with the requirements of Education Code Section 60119 held a public hearing on September 18, 2012, at 7:00 o'clock, which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

WHEREAS, the governing board provided at least 10 days notice of the public hearing posted in at least three public places within the district that it stated the time, place, and purpose of the hearing, and;

WHEREAS, the governing board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

WHEREAS, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district, and;

WHEREAS, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

WHEREAS, sufficient textbooks and instructional materials were provided to each student, including English learners that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

- Mathematics – Pearson grades K-2, Houghton Mifflin grades 3-4, Harcourt grades 5-6, Prentice Hall Pre-Algebra grade 7, Prentice Hall Algebra grade 8, and Saxon Math grades K-8
- Science – McGraw Hill grades K-5, Glencoe grades 6-8
- History – Scott Foresman grades K-5, Glencoe/McGraw Hill grades 6-8
- English/language arts, including the English language development component of an adopted program – Houghton Mifflin grades K-5, Holt grades 6-8, SRA Reach grades 4-8, Into English for English learners grades K-5 and High Point grades 6-8.

THEREFORE, IT IS RESOLVED that for the 2012-13 school year the Santee School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED by the Board of Education on September 18, 2012 by the following vote:

AYES:
NOES:
ABSENT:

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

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

Clerk of the Board

Date

Consent Item E.3.2.

Approval of Additional Services for Occupational Therapy (OT) Through the Agreement with HM Systems, Inc.

Prepared by Dr. Stephanie Pierce
September 19, 2012

BACKGROUND:

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

Due to an increased OT caseload, as a result of new families moving into the Santee School District, we now require a total of 1.40 FTE occupational therapists in order to meet yearly OT services as documented on each student's IEP. On June 19, 2012, the Board approved an agreement with HM Systems, Inc. for .40 FTE. We also continue to contract with LC Barnes Therapy for .80 FTE.

Currently, there are Santee School District postings for occupational therapists' positions; however, until permanent employees are hired, HM Systems, Inc. is able to provide the support needed.

RECOMMENDATION:

Administration recommends that the Board of Education approve additional services through HM Systems, Inc. for an additional .20 FTE occupational therapist for the term of September 19, 2012 through June 30, 2013.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

Previous annual cost for the regular school year and extended school year (ESY) for occupational therapy services was \$133,448. Annual cost will increase to \$152,488 with the addition of this .20 FTE - 34 days, 8 hours a day at the hourly rate of \$70.00.

STUDENT ACHIEVEMENT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.3.2.

Consent Item E.3.3

Approval of Agreement between Intel-Assess
and Santee School District

Prepared by Dr. Stephanie Pierce
September 18, 2012

BACKGROUND:

Intel-Assess provides a standards-aligned test item bank for the creation of new District benchmark assessments and for teacher use in the classroom for daily, weekly, and monthly checks of student learning.

Intel-Assess, a California based company, provides school districts with an extensive item bank in grades 2 – 12 in English language arts, mathematics, science, and history-social science. Assessments can be created with multiple choice options and constructed response and the same items selected for general education students can be created in a California Modified Assessment format for special education students who require this accommodation. The test builder can also select questions based on Bloom’s taxonomy levels (knowledge/recall – evaluation/making judgments). With each created assessment, teachers will receive a rationale document indicating why students make particular errors. In addition, Intel-Assess is currently writing test items aligned to the State’s Common Core Standards. Having a relationship with this company will support the District’s transition in assessing student understanding of the Common Core Standards.

RECOMMENDATION:

Administration recommends approval of the attached Intel-Assess agreement for the 2012-2013 school year.

This recommendation supports the following District goals:

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

FISCAL IMPACT:

Intel-Assess charges school districts \$3.00 per child annually for the item bank. This year’s agreement, a total cost of \$15,000, will be paid through Pupil Testing and Assessment.

STUDENT ACHIEVEMENT:

Carefully and strategically designed classroom and District benchmark assessments provide valuable information for teachers, students, and parents. In addition, giving teachers the ability to generate common formative assessments using rigorous questions from the test item bank will provide information to students and educators during the teaching and learning process and provide important information for differentiating instruction.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.3.3.

SCHEDULE: Fee Summary and Order Form – October 1, 2012 – Santee School District
This is a renewal of the original contract between Intel-Assess, Inc. and Santee School District dated October 1, 2011.

In exchange for all the deliverables and services outlined in this agreement, Licensee shall pay the Company the following Fees according to the following schedule (payable in U.S. dollars).

Term Fees

Item	Description	Price
Item Bank	Per student fee: \$3.00 Grades Licensed: 2-8	Number of Students: 5,000 Term: October 1, 2012 to September 30, 2013 \$15,000.00
Assessment Publishing	Licensee's staff may create and publish any number of assessments using the online system.	Included
Customization*	Custom Items: 25 Item Modifications: 25	Included
Assessment Blueprint Creation	Intel-Assess works with you to create an effective assessment program. In support, Intel-Assess provides access to its Assessment Blueprint Tool, which helps you to: <ul style="list-style-type: none"> • Determine item counts by standard; • Review individual assessments and your entire assessment program to ensure your educational goals will be met; and • Compare your assessment program to the State's blueprint. 	Included
Support*	Access to on-line support.	Included
Writing Prompts	Writing prompts with scoring rubrics varied by genre and purpose for grades 2-8	Included
CST Mirror Assessments*	Access to any available CST Mirror Assessment that applies to the licensed grades.	Included
User Management*	The Licensee will be responsible for its own user management	
Total:		\$15,000.00

**See attached schedules for details of the above services and products.*

Notes:


- Rationale Document: Each assessment includes a Rationale.
- Additional on-site days can purchased at a rate of \$1500 per session.
- Additional Services: The Company may provide additional services for additional Fees to be determined.

All payments shall be due and payable thirty (30) days from the Effective Date. The Company reserves the right to change the above prices provided that notice of such change is provided to Licensee at least thirty (30) days prior to the end of the Initial Term or any Renewal Term, as applicable.

Payments shall be sent to: Intel-Assess, Inc., 1032 Irving Street, #445, San Francisco, CA 94122-2200, Attn: Accounts Receivable.

INTEL-ASSESS, INC.

Santee School District

By: 

By: _____

Date: August 28, 2012

Date: _____

Name: Jaime Goldfarb, Ph.D.

Name: _____

Title: President

Title: _____

Attn: Contracts
1032 Irving Street, #445
San Francisco, CA 94122-2200
Fax: (925) 263-1689

Purchase Order #: _____
9625 Cuyamaca St
Santee, CA 92071

Instructions:

- 1. Sign and date this page
- 2. Provide PO number
- 3. Keep a copy for your files
- 4. Fax PO and entire document to: 925.263.1689
- 5. Mail the original to Intel-Assess, Inc., at the address above.

For internal use only:
 TM:20121001-20130930; CLE(F):5000(0); GA:2-8; QCML:XX; QCME(F):0(0); CI:25; CP:0; IE:25; FR:0; UA:20;
 AC(F):0(0); AU(F):0(0); PR:0;

SCHEDULE: Content License – October 1, 2012 – Santee School District

Term

Licensee shall be granted a nonexclusive, nontransferable, revocable, worldwide, limited license during the Term, subject to all of the terms and conditions hereof, to use the Content solely pursuant to the Permissible Uses (the “License”).

The License Term is from **October 1, 2012** through **September 30, 2013**, unless it is extended in writing and signed by both parties.

At the termination of this Agreement, if the Agreement is not extended or renewed, the Licensee shall have no further rights to use any of the Content. In the event the Licensee has in its possession any printed or electronic documents containing any Content, these may not be used for any purposes without the written consent of the Company unless a current Agreement is effective except that the Assessments administered to students may be retained as student records.

Further, if the Licensee chooses to extend or renew its license for a subset of the products and services provided by the Company in the initial term of the Agreement, the Licensee shall have no further rights to use any of the Content that is not included in the extension or renewal term in accordance with terms of this Agreement.

This Agreement may be extended or expanded if both parties agree, in writing, to a change in the scope of work and/or Term of License, along with additional Fees.

Description of Content for Platform Customers

The Content shall consist of the Company’s Items, Assessments produced using the Company’s Items, and related documents set forth on or delivered through the Company’s website as maintained by the Company in its discretion and subject to additions and deletions in the ordinary course of business. The website shall be subject to the Company’s terms of use.

The Company segments its Content into groups for the purpose of licensing each group independently (each grouping a “Content Product”). The Licensee is licensed only to use, in accordance with the terms of this Agreement, those Content Products specifically identified in an applicable schedule.

The License includes access to the Company’s web-based Assessment Creation Tool through which the Licensee will access Items and specify Assessments. Upon specification of such assessments, the Licensee will be able to automatically generate an electronic document of the Assessment and the Teacher Rationale Document. Documents will be generated in .pdf or other electronic format of the Company’s choice. The annual limit for the number of assessments Licensee may create is indicated in Schedule: Fee Summary and Order Form.

Support

The Company will provide customer support for Licensee through a single point of contact of Licensee. The Company will provide access to online support from 8AM to 5PM Monday through Friday. Company will assign an Account Manager for ongoing support and advice. All support issues and questions will be coordinated through the single point of contact.

The Licensee will be responsible for the management of user accounts for the online system, including creation of accounts, recovery of lost passwords for users, disabling of accounts no longer in use, and maintenance of all user account permissions and settings.

Content Updates

The Company often adds new Content to its Content Products. The Company also often makes improvements to its existing Content. As new Content or improvements are completed and added to one of the Content Products, the Content will be made available through the Company's online system to customers that have licensed the applicable Content Product. The Company may choose to develop new Content Products which will, at the sole discretion of the Company, be made available only for an additional fee.

Maximum Number of User Accounts

Licensee may create up to 20 user accounts to access the Company's technology platform. Licensee may not share user accounts between individuals. The purpose of this limit is to prevent very large numbers of users from requiring training and support. The Company will increase the limit on request by reasonable numbers if the Licensee requires more than 20 individuals to access the technology, and if the Licensee agrees to provide their users necessary training.

Permissible Uses

The Content is licensed for the purpose of administering assessments to students in Licensee's school district with the limitations outlined herein. Licensee may not resell or otherwise share the Content with any other organization. **The Licensee may only use the Content with students included in the grades and up to the student counts indicated in the Schedule: Fee Summary and Order Form - October 1, 2012 (Santee School District).**

SCHEDULE: Content Customization and Modification Support – October 1, 2012 – Santee School District

Support for New Custom Content

The Company will develop up to **25** New Custom Items in accordance with the terms outlined in this Agreement to allow Licensee’s users to request New Custom Items for assessments created by Licensee.

Support for Modifications

The Company will make up to **25** Item Modifications in accordance with the terms outlined in this Agreement to allow Licensee’s users to request Item Modifications for assessments created by Licensee.

No Changes to Passages

Intel-Assess will **not** make modifications to passages.

Quick Check Modifications

Intel-Assess will **not** make modifications to assessments marketed as Quick Checks.

Definitions

Item Modifications

An Item Modification is limited to minor wording or formatting changes to existing items such that the changes do not alter what the item measures or the meaning of the item. Any change request that meets any of the following criteria, in the sole discretion of the Company, will be classified as a New Custom Item and will be fulfilled only within the limits outlined in this Agreement:

1. The review calls for a change to the item stem that substantially changes the meaning of the question, or
2. The review calls for a change to the correct answer with anything more than minor replacements of synonyms or clarification in English language usage, or
3. The review calls for an addition or a change to one or more diagrams.

Item Modifications may include modifications to **one** incorrect answer choice that may be too difficult for students at the given point in the year when the assessment is to be used. All Item Modifications must, in the sole discretion of the Company, conform to the Item Quality Standards.

The following are examples of allowed Item Modifications:

1. Changing “1000” to “1,000”;
2. Changing “Oxygen” to “O₂”;
3. Simplifying the wording of an item without changing its meaning; or
4. Replacement of one incorrect answer with a different incorrect answer.

New Custom Items

A New Custom Item is any item developed that is either a new item or is a variation of an existing item that goes beyond the limits outlined in this Agreement for an Item Modification. All New Custom Items must conform to the Item Quality Standards.

Following are examples of revisions that will be defined as New Custom Items:

1. Any change to an item such that the correct answer must be changed (e.g., changing a math item from “Johnny had 10 apples. He gave away 3. How many did he have left?” to “Johnny had 9 apples...”); or
2. Creating items with the same format but with different numbers (e.g., changing 5 x5 to 5 x 6); or
3. The addition or removal of graphical images.

New Custom Passages

A New Custom Passage is a passage that is found in the public domain or written by the Company's authoring team. All New Custom Passages must meet the following guidelines:

1. Passages must match rigor and grade level expectations based on available documentation from the state's education department.
2. Passages must be of appropriate length, content, and style for use on formative assessments that align to state standards.
3. Either passages must be available in the public domain, or the Company is able to write passages with its team of authors. (No passages can be added for which rights must be procured due to the unknown complexity and costs associated with such activities.)

Item Quality Standards

To the extent that Licensee may request New Custom Items or Item Modifications, the Company will, in its sole discretion, approve or reject all such requests based on the following criteria, which it will apply reasonably:

1. Resulting Items must be aligned to the academic standards.
2. Resulting Items must be at grade level expectations, based on available documentation from the state's education department.
3. Resulting Items must match the rigor of the state's corresponding high stakes assessment.
4. Resulting Items must be multiple choice items with 4 choices for answers
5. Resulting Items must meet industry standard quality metrics that lead to validity and reliability.

Ownership

All Item Modifications, New Custom Items, and New Custom Passages will be added to the Intel-Assess item bank and will become part of the Content and may be used by any or all of Intel-Assess' customers. Intel-Assess will retain ownership of the New and Modified Items as part of the Content. Licensee will have access to the New and Modified Items in accordance with the terms of this Agreement or any extension or renewal for limited use of the Content. Licensee will have no rights to use the items without a current Assessment Content License with Intel-Assess that explicitly grants usage rights for a given period of time.

The Company Has Sole Discretion

As this assistance to customers is not the core service provided by this Agreement and is, instead, an effort by the Company to assist its customers in being successful when it is able to do so, the Company has sole discretion to interpret the definitions above as to whether a request is for a New Custom Item or an Item Modification.

Honored Requests are not Precedent

The Company strives to create a solution that is as strong as possible for its customers. As a result, whenever possible, given many factors, such as time, cost, value to the Intel-Assess item bank, and educational importance, the Company may from time to time complete requested work that goes beyond the limits of this Agreement. Further, Intel-Assess attempts to use feedback from customers to shape its development efforts. **Under no circumstances shall Licensee use past requests completed by the Company as a precedent or example in clarifying the definitions above, and the completion of additional work at one time does not represent an obligation on the part of the Company to do similar work in the future.**

SCHEDULE: CST Mirror Assessments – October 1, 2012 – Santee School District

The following CST Mirrors are currently available:

ELA

Grade 2: ELA CST Mirror
Grade 3: ELA CST Mirror
Grade 4: ELA CST Mirror
Grade 5: ELA CST Mirror
Grade 6: ELA CST Mirror
Grade 7: ELA CST Mirror
Grade 8: ELA CST Mirror
Grade 9: ELA CST Mirror
Grade 10: ELA CST Mirror
Grade 11: ELA CST Mirror

Science

Grade 5: Science CST Mirror
Grade 8: Science CST Mirror
Earth Science: CST Mirror
Biology: CST Mirror
Chemistry: CST Mirror
Physics: CST Mirror

Math

Grade 2: Math CST Mirror
Grade 3: Math CST Mirror
Grade 4: Math CST Mirror
Grade 5: Math CST Mirror
Grade 6: Math CST Mirror
Grade 7: Math CST Mirror
General Math: CST Mirror
Algebra I: Math CST Mirror
HS Summative Math: CST Mirror
Geometry: Math CST Mirror
Algebra II: Math CST Mirror

History/Social Studies

Grade 8: History CST Mirror
Grade 10 World History: CST Mirror
Grade 11 US History: CST Mirror

Consent Item E.4.2.

Approval to Renew Internship Contract Agreement with Brandman University

Prepared by Minnie Malin
September 18, 2012

BACKGROUND:

On August 2, 2011, the Board approved for the District to co-sponsor with Brandman University an internship contract agreement for one (1) intern candidate for the 2011-12 school year. Brandman University Credentials are issued to individuals who have enrolled in commission-approved internship programs. These one- to two-year programs are administered by California colleges and universities in partnership with local school districts and are designed to provide participants with classroom experience while they complete course work requirements for the preliminary of professional clear credential.

Requirements for internship credentials vary depending upon the type of internship credential sought and the specific program requirements established by the college or university through which the internship will be completed.

At this time, administration is requesting Board approval to renew the internship contract with Brandman University for the same intern candidate for the 2012-13 school year. This intern candidate is expected to complete the coursework and fulfill the credential requirement before the end of the 2012-13 school year and will be assigned to the Special Education program under the direction of the Director of Special Education.

RECOMMENDATION:

Administration recommends that the Board of Education renew the Internship Contract Agreement with Brandman University for the 2012-13 school year.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The intern will work in a current position on a temporary teaching contract for the 2012-13 school year. As a result, the agreement with Brandman University will not incur an additional increase to the current annual cost of a temporary teacher of \$64,000.

STUDENT ACHIEVEMENT IMPACT:

This agreement supports student learning by placing a student teacher in the classroom for directed teaching and provides students with an additional instructional resource.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.4.2.



INTERNSHIP CONTRACT AGREEMENT

by and between

BRANDMAN UNIVERSITY

and

SANTEE SCHOOL DISTRICT

- **Multiple Subject Internship Credential**
- **Single Subject Internship Credential**
- **Education Specialist Internship Credential**

An Internship Credential authorizes the same service at the same level as the Preliminary Credential with some exceptions. The internship Credential is only valid in one school district or consortium under the preconditions established by State law (see Appendix A).

For this reason, interns must have a contract before a credential can be issued. Each intern candidate is to work under the direct and continuing supervision of a Brandman University Supervisor, from the San Diego Campus, and District Support Provider (if appropriate) who provides general support at the classroom level of the cooperating school. Also, the Internship Credential shall be issued initially for a two-year period and may be renewed by the Commission. (Education Code Section 44455). For renewals, please see Education Code Section 44456.

1. The intern assumes full teaching and legal responsibility for their classroom from the first day of the teaching assignment as a paid employee of the District for at least **one academic year**, subject to the District's personnel policies and State law(s).
2. The intern receives salary and benefits based on the District's current policies. The intern may be assigned to extracurricular activities, department and/or faculty meetings proportionate to the teaching load of a regular contractual teacher. The intern will attend department and faculty meetings and parent-teacher conferences when appropriate. No intern may coach extracurricular activities nor be required to attend meetings that present a conflict with his/her internship responsibilities at Brandman University.
3. The intern is expected to attend all school and district in-service training sessions whenever possible. The intern will also attend assigned District and School orientations that occur prior to the start of the school. If there is a conflict between University and District training, University meetings shall take priority during the Internship period.

4. The intern is responsible for maintaining up-to-date records of course plans, lesson plans, and unit plans. The intern is expected to:
 - Make preparations to accomplish his/her teaching responsibilities outside the classroom;
 - Abide by the policies of the school and district;
 - Meet administrative due dates;
 - Communicate with parents by letter, phone, and/or conference when necessary;
 - Maintain prompt and regular attendance;
 - Maintain a grade book;
 - Initiate conferences with the University supervisor and district support provider to discuss progress and receive feedback about his/her teaching.
5. The District will assign a District Support Provider (if appropriate) to the intern to provide support throughout the year. The Support Provider will serve as an on-site guide, who observes the intern, and provides substantive feedback.
6. The District acknowledges that each intern under this Internship Contract Agreement shall be a paid employee of the District and thus covered under the District's insurance policies, including Workers' Compensation, to the extent available to other teachers. No intern shall be considered an employee or agent of Brandman University while performing services for the District.

Please Note: As required by Education Code 44466: Interns shall not acquire tenure while serving on an Internship Credential.

Brandman University and the Santee School District, agree to all the conditions of this Internship Contract Agreement as outlined above, to be effective on 07/13/2012, and continuing until 07/12/2013 (2-year maximum). This agreement may be terminated and the provisions of this agreement may be altered, changed or amended by mutual consent of both parties upon sixty (60) days written notice.

SIGNATURES:

DISTRICT

REPRESENTATIVES: Signature: _____

Name: Dr. Patrick Shaw

Title: Superintendent

Date: 9/19/12

Signature: _____

Name: Minnie Malin

Title: Asst. Supt., Human Resources & Pupil Services

Date: 9/19/12

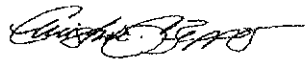
UNIVERSITY:

Signature: _____

Name: Gary Brahm

Title: Chancellor

Date: _____

Signature: 

Name: Dr. Christine Zeppos

Title: Dean, School of Education

Date: _____

Signature: _____

Name: _____

Title: Campus Internship Coordinator

Date: _____

APPENDIX A

Preconditions Established by State Law for Internship Programs

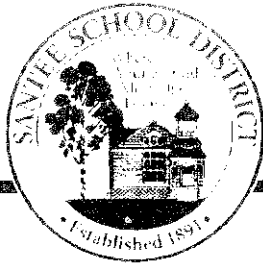
For initial and continuing accreditation by the Committee on Accreditation, participating districts and universities must adhere to the following requirements of state law:

- (1) **Bachelor's Degree Requirement.** Candidates admitted to internship programs must hold baccalaureate degrees or higher from a regionally accredited institution of higher education. (Reference: Education Code Section 44453).
- (2) **Supervision of Interns.** In an internship program, the participating institutions shall provide supervision of all interns. No intern's salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern's salary is reduced, no more than eight interns may be advised by one district support person. (Reference: Education Code Section 44462). Institutions will describe the procedures used in assigning supervisors and where applicable, the system used to pay for supervision.
- (3) **Assignment and Authorization.** To receive approval, the participating institution authorizes the candidates in an internship program to assume the functions that are authorized by the regular standard credential (Reference: Education Code Section 44454). The institution stipulates that the intern's services meet the instructional or service needs of the participating district(s). (Reference: Education Code Section 44458).
- (4) **Participating Districts.** Participating districts are public school districts or county offices of education. Submissions for approval must identify the specific districts involved and the specific credential involved. (Reference: Education Code Section 44321 and 44452).

Specific Preconditions Established by the Commission for Internship Programs

For initial and continuing accreditation, participating districts and universities must adhere to the following requirements established by the Commission on Teacher Credentialing.

- (5) **Non-Displacement of Certificated Employees.** The institution and participating districts must certify that interns do not displace certificated employees in participating districts.
- (6) **Justification of Internship Program.** Programs that are developed to meet employment shortages must include a statement from the participating district(s) about the availability of qualified certificated persons holding the credential. Also, the local bargaining unit (teacher union) is encouraged to provide a written statement of support for the internship agreement. See Appendix B for examples.



Santee School District

SCHOOLS:

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

September 6, 2012

Brandman University

To Whom It May Concern:

California faces a critical shortage of qualified special education teachers and Santee School District continues to experience difficulty finding qualified special teachers to fill positions.

Therefore, Santee School District wishes to participate in Brandman's Internship Credential program as a ready solution to this problem.

We look forward to working with Brandman's Internship Credential program for the 2012-2013 school year. Hiring Stephen Whittaker as an intern teacher in a special education position will in no way displace teachers already employed in the Santee School District.

Sincerely,

Minnie Malin
Assistant Superintendent
Human Resources & Pupil Services

MM/ko



September 12, 2012

To whom it may concern,

The Santee School District continues to experience difficulty in finding qualified special education teachers to fill open positions in our district. On behalf of the Santee Teachers Association, I wish to express our support of the Santee School District in their efforts to secure an Internship Credential Agreement with Brandman University for the 2012-13 school year. Hiring Stephen Whittaker as an intern teacher to fill this special education position in our district will in no way displace any teachers already employed by the Santee School District.

Sincerely,

A handwritten signature in black ink, appearing to read "Allwyn Gazi", is written over the typed name.

Allwyn Gazi
President
Santee Teachers Association

Consent Item E.4.3.

Approval of Short-Term Instructional Assistant
Special Education II Position

Prepared by Minnie Malin
September 18, 2012

BACKGROUND:

Administration is requesting that an additional four-hour Instructional Assistant Special Education II position be hired for a six-week period to provide classroom support for a Special Education student.

This IEP accommodation will assist this new student with the behavioral expectations of a mainstream classroom. The goal with the instructional assistant is to offer the time and focused redirection to allow this student's behavior to be shaped so that he can function in a general education classroom. The IEP team is not confident that placement is appropriate without giving this student a chance to transition into a general education classroom.

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 a short term employment opportunity.

RECOMMENDATION:

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

- One (1) 4.0 hour Instructional Assistant, Special Ed II position at Cajon Park School as needed from September 19, 2012 – October 26, 2012.

FISCAL IMPACT:

The cost to employ the short term positions will be approximately \$1,792 to be paid from the Unrestricted General Fund.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.4.3.

DISCUSSION AND/OR ACTION ITEMS Item F.

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

Agenda Item F

BACKGROUND:

The 2012-13 State Budget Act appropriates \$200 million to fund a Mandated Cost Block Grant in lieu of the traditional claiming process. Of this apportionment, \$166 million pertains to K-12 education and \$34 million is for community colleges. The Budget Act includes provisions that allow districts to choose between the Block Grant and Traditional Claims Process each year. The application for 2012-13 is due to the State Controller's Office by October 1, 2012.

The California Department of Education (CDE) has reported that the amount apportioned for K-12 education for 2012-13 equates to \$28 per prior year P-2 ADA. For Santee, this would generate revenue of \$175,408. However, the CDE has also indicated that "if necessary, funding will be proportionately reduced to match available funding." This would ostensibly occur if participation exceeds funding (the current program is over \$400 million annually) but could also leave the door open for the Legislature to reduce, or even eliminate, the apportionment depending upon the outcome of the November election.

From 2008-09 through 2010-11, the District submitted claims for the following mandates, all of which would now be covered under the Block Grant except as noted below:

- Annual Parent Notification III
- Caregiver Affidavits
- Collective Bargaining
- Comprehensive School Safety Plans
- Criminal Background Checks II
- Financial and Compliance Audits
- Habitual Truant
- Immunization Records: Hepatitis B
- Intradistrict Attendance
- Law Enforcement Agency Notifications and Missing Children Reports (**NOT covered under the Block Grant. District filed in 2009-10 only for \$85.**)
- Mandate Reimbursement Process
- Notification of Truancy
- Consolidation of Notification to Teachers: Pupils Subject to Suspension or Expulsion
- Physical Exam for Scoliosis
- Physical Performance Tests
- Pupil Health Screenings
- Pupil Promotion and Retention
- Pupil Suspensions and Expulsions
- School Accountability Report Cards
- School District Fiscal Accountability Reporting
- The Stull Act (Teacher Evaluations)

The District claimed the following amounts through the traditional claiming process:

Fiscal Year	Amount Claimed
2008-09	\$66,672
2009-10	\$87,464
2010-11	\$34,703

Although the District expects the average amount claimed to increase significantly with use of School Innovations & Advocacy SiteServ service, even a 40% increase to the highest year would put traditional claims at approximately \$122,000 annually. This is still significantly less than the amount to be received from the Block Grant, if it is fully funded.

The Mandate Block Grant funds are unrestricted. Mandated programs covered by the Mandate Block Grant are subject to review in the overall annual compliance audit per Education Code Section 41020. The Governor’s Office has indicated that it does not intend to submit any proposals in the annual K-12 audit guide related to the Mandate Block Grant. Compliance with mandate requirements would be enforced through corrective action; LEAs would not forfeit funds as a result of audit findings. The Department of Finance and the State Controller’s Office indicate that the Mandate Block Grant would not be offset for amounts overpaid on past mandate reimbursement claims.

In order to participate in the Mandated Cost Block Grant, it is necessary to submit a letter of intent to the State Controller’s Office by October 1st. There are some risks involved in applying for the Block Grant. Probable advantages and disadvantages for each option are as follows:

Method	Advantages	Disadvantages
Block Grant	<ul style="list-style-type: none"> • Makes receipt of funds reasonably certain • Helps with cash flow • At full funding, amount received would be significantly greater than that expected from Traditional Claims (2009-10 claimed amount would be \$13.96/ADA; \$122,000 would be \$19.47/ADA) • Eliminates significant time spent by staff documenting and accumulating time data although some documentation would still need to be maintained 	<ul style="list-style-type: none"> • Prohibits district from filing traditional claims for 2012-13 even if amount funded ends up being less, or if apportionment is eliminated and no funds are received • Still requires some documentation to prove mandated activities are being conducted • If there is a need to switch back to the Traditional process in subsequent year(s), there could be some challenges starting the documentation process back up again.

Traditional Claims	<ul style="list-style-type: none"> • Not subject to reduction • Amount not paid in a given year accrues interest • Maintains State's constitutional requirement to eventually fund 	<ul style="list-style-type: none"> • Cash not received for at least several years • Amount claimed is generally less than what would be received if Block Grant is fully funded
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Administration believes the rewards outweigh the risks for the Block Grant and therefore recommends applying for the Mandated Cost Block Grant for the 2012-13 school year.

RECOMMENDATION:

It is recommended that the Board of Education authorize staff to apply for the Mandated Cost Block Grant for the 2012-13 school year.

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact is up to \$175,408 in one-time funding for the Unrestricted General Fund.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item F.1.1.
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Discussion and/or Action Item F.2.1.
Prepared by Karl Christensen
September 18, 2012

Agreement with Webb-Cleff Architecture & Engineering Inc to Provide Architectural Services for the Pepper Drive 10-Classroom Addition and Admin/LRC Joint Use Building CIP Projects

BACKGROUND:

At the August 7, 2012 meeting, the Board approved use of Webb-Cleff Architecture & Engineering Inc. ("Webb-Cleff") to provide architectural services for certain CIP projects expected to be constructed next at Pepper Drive.

The District currently contracts with Webb-Cleff for other projects and staff has confirmed with Bob Webb that he does not currently have any non-competition agreements with Trittupo Architecture & Planning ("TAP").

About 6 months ago, the District's attorney, reviewed the District's then current agreement with TAP and provided specific recommendations for improving contract provisions for architectural services. These recommendations have been incorporated into the attached agreement. The District's attorney has reviewed the final agreement and the District's Construction Manager, Barnhart Balfour Construction, has provided feedback on specific contract clauses that ensure smooth integration of services between the Architect and Contractor in a lease/leaseback environment.

This agreement contemplates a fixed rate for Architectural services rather than the fees being subject to change depending on final construction costs. Webb-Cleff has agreed to the following fixed fee for Basic Services to be provided for each project (Additional Services would be subject to written agreement and approval by the District):

- 1) Pepper Drive 10-Classroom Addition from Bid to Closeout = \$104,000
- 2) Pepper Drive Admin/Learning Resource Center Joint Use Building from Design to Closeout = \$125,000

RECOMMENDATION:

It is recommended that the Board of Education approve the agreement with Webb-Cleff Architecture & Engineering Inc for Architectural Services for the Pepper Drive 10-Classroom Addition and Admin/LRC Joint Use Building CIP Projects.

This item supports the following District goals:

Learning Environment

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

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact is \$229,000 for Basic Services

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item F.2.1.
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**SANTEE SCHOOL DISTRICT
AGREEMENT FOR ARCHITECTURAL SERVICES
PROPOSITION R SCHOOL MODERNIZATION & IMPROVEMENTS**

1. Parties and Date

This Agreement is made and entered into this 8th day of August, 2012, by and between the SANTEE SCHOOL DISTRICT, a public school district organized under the laws of the State of California with its principal place of business at 9625 CUYAMACA STREET, SANTEE, CA 92701 ("District") and WEBB CLEFF ARCHITECTURE AND ENGINEERING INC., with its principal place of business at 531 ENCINITAS BLVD, SUITE 114, ENCINITAS, CA 92024 ("Architect"). District and Architect are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. Recitals

2.1 The District is a public agency school district organized under the laws of the State of California, with power to contract for the services provided for herein.

2.2 The District intends to construct various modernizations, additions, and improvements to its school sites in the District known as Proposition R Modernization & Improvements. The scope, budget, and schedule for each Project shall be as detailed and outlined in Exhibit "B".

2.3 District requires the services of a duly qualified and licensed architect to perform the services required by this Agreement. Architect represents that it is aware of the District's plans with respect to the Project.

2.4 Architect warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Architect is a corporation or other organization, the Project Architect designated pursuant to Section 3.2, and not the Architect itself, shall be fully licensed to practice as an architect in the State of California.

2.5 Architect warrants that, as of the time of execution of this Agreement; no owner, employee, consultant, staff member or agent of the Architect is bound by any agreement, either oral or written, with Tritipio Architecture & Planning or any other entity requiring non-competition, or restricting or prohibiting Architect's work on District projects.

3. Terms

3.1 Employment of Architect. Architect promises and agrees to furnish to District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as "Services"). The Services are more particularly described throughout this Agreement, including Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Architect shall be subject to the sole and discretionary approval of the District, which approval shall not be unreasonably withheld.

3.2 Project Architect; Key Personnel. Architect shall name a specific person to act as Project Architect of Record, subject to the approval of District. Architect hereby designates Bob Webb to act as the Project Architect for the Project. The Project Architect shall: (1) maintain oversight of the Architect's scope of work of the Project at all times; (2) have full authority to represent and act on behalf of the Architect for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention of the Architect's scope of work; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with District and all contractors, consultants, engineers and inspectors on the Project. Any change in the Project Architect shall require the District's prior written approval, which approval shall not be unreasonably withheld. The new Project Architect shall be of at least equal competence as the prior Project Architect. In the event that District and Architect cannot agree as to the substitution of a new Project Architect, District shall be entitled to initiate dispute procedures contained herein.

In addition to the Project Architect, Architect has represented to the District that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Architect may substitute others of at least equal competence upon written approval of the District. In the event that District and Architect cannot agree as to the substitution of key personnel, engineers or consultants, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel, engineers or consultants who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Architect at the request of the District. The key additional personnel, engineers and consultants for performance of this Agreement are Debra Vaughan-Cleff.

3.3 Hiring of Consultants and Personnel.

3.3.1 Right to Hire or Employ. Architect shall have the option, unless District objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Architect may delegate without relieving Architect from administrative or other responsibility under this Agreement. Architect shall be responsible for the coordination and cooperation of Architect's architects, engineers, experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by District in its sole and reasonable discretion. Architect shall notify District of the identity of all consultants at least fourteen (14) days prior to their commencement of work in order to allow District time to review their qualifications and decline consent to their participation on the Project if deemed necessary by District in its sole and reasonable discretion.

3.3.2 Qualification and License. All architects, engineers, experts and other consultants retained by Architect in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 Standards and Insurance. All architects, engineers, experts and other consultants hired by Architect shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the District in writing. Unless changes are approved in writing by the District, Architect's agreements with

its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 Assignments or Staff Changes. Architect shall promptly obtain written District approval prior to any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Architect's consultants and key personnel shall be subject to approval by District.

3.3.5 Draftsman and Clerical Support. Draftsmen and clerical personnel shall be retained by Architect at Architect's sole expense.

3.4 Standard of Care; Performance of Employees.

3.4.1 Standard of Care. Architect shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline **in** the State of California, and shall be fully responsible to District for any damages to District and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Architect shall be fully responsible to the District for any increased costs incurred by the District as a result of any such delays in the design of the Project. Architect represents and maintains that it is skilled **in** the professional calling necessary to perform the Services. Architect represents that all of its employees, architects, engineers, experts and other consultants shall have sufficient **skill** and experience to perform the Services assigned to them. Finally, Architect represents that it, its employees, architects, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

3.4.2 Performance of Employees. Any employee or consultant who is reasonably determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Architect and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 Laws and Regulations.

3.5.1 Knowledge and Compliance. Architect shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Architect by law. Architect shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. If the Architect performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Architect shall be solely responsible for all costs arising therefrom. Architect shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 Drawings and Specifications. Architect shall cause all drawings and specifications to substantially conform to any applicable requirements of federal, state and local laws, rules and regulations, including, but not limited to, the California Building Code, the California Education Code, Titles 19, 21 and 24 of the California Code of Regulations, and any requirements of the Division of State Architect (including structural safety, fire/life safety and access compliance section), the State Department of Education and the California Department of General Services, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto, Any significant revisions made necessary by changes in such laws, rules and regulations after this time, which were not known or reasonably should not have been known, by Architect may be compensated as Additional Services after written notice to and approval from the District. Architect shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto.

3.5.3 Americans with Disabilities Act. Architect acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement, submission to building authorities, or other appropriate date and as they apply to the Project. The Architect, however, cannot and does not warrant or guarantee that this project will comply with all interpretations of the accessibility requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project,

3.5.4 Permits, Approvals and Authorizations. Architect shall provide District with a list of all permits, approvals or other authorizations required for the Project from all federal, state or local governmental bodies with approval jurisdiction over the Project. Architect shall then assist the District in any manner necessary to obtain all such permits, approvals and other authorizations as part of its Basic Services. The costs of such permits, approvals and other authorizations shall be paid by the District.

3.6 Independent Contractor. District retains Architect on an independent contractor basis and Architect is not an employee of District. Architect is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to District's employees. Any additional personnel performing the Services under this Agreement on behalf of Architect shall also not be employees of District, and shall at all times be under Architect's exclusive direction and control. Architect shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Architect shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.7 Schedule of Services.

3.7.1 Timely Performance Standard. Architect shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Architect shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the District and within any completion schedules adopted for the Project. Architect

agrees to coordinate with District's staff, contractors and consultants in the performance of the Services, and shall be available to District's staff, contractors and consultants at all reasonable times.

3.7.2 Performance Schedule. Architect shall prepare an estimated time schedule for the performance of Architect's Services which shall be incorporated as an Attachment to this Agreement, to be adjusted as the Project proceeds at regular intervals but in no case less than every 4 months. Such schedule shall be subject to the District's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for District's review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If District and Architect cannot mutually agree on a performance schedule, District shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Architect, without the prior written approval of District. If the Architect's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the District will suffer damage for which the Architect will be responsible pursuant to the indemnification provision of this Agreement.

3.7.3 Excusable Delays. Any delays in Architect's work caused by the following shall be added to the time for completion of any obligations of Architect: (1) the sole actions or failure to act of District or its employees; (2) the actions of those in direct contractual relationship with District; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Architect; and (5) any act of God or other unforeseen occurrence not due to any fault or negligence on the part of Architect. Neither the District nor the Architect shall be liable for damages, liquidated or otherwise, to the other on account of such excusable delays.

3.7.4 Request for Excusable Delay Credit. The Architect shall, within ten (10) calendar days of the beginning of any excusable delay, notify the District in writing of the causes of delay. District will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The District's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. Architect must continue to perform all other work possible in order to be entitled to this credit. The sole remedy of Architect for extensions of time shall be an extension of the performance time at no cost to the District. If Additional Services are required as a result of an excusable delay, the parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Architect make an application for an extension of time, Architect shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 Architect Services. Architect shall fully and adequately complete the Services described in this Agreement and in Exhibit "A" attached hereto and incorporated herein by reference.

3.9 Additional Architect Services. At District's request, Architect may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted architectural practice. As used herein, "Additional Services" mean: (1) any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary for the Architect to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" attached hereto. Architect shall not perform, nor be compensated for, Additional Services without prior request by Architect,

written authorization from District, and without a prior written agreement between the District and Architect as to the compensation to be paid for such services. District shall pay Architect for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Architect pursuant to the indemnification provision of this Agreement. Any such approved Additional Services shall be billed in the next invoice submitted by Architect after performance of the Additional Services. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Architect was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above.

3.10 District Responsibilities. District's responsibilities shall include the following:

3.10.1 Data and Information. District shall make available to Architect all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget limitation information, the District shall provide the Architect with a preliminary construction budget ("District's Preliminary Construction Budget"). As indicated in Exhibit "B" attached hereto, the District's Preliminary Construction Budget shall be used to estimate the Architect's Total Compensation for the Project and shall be the basis for billing until a final construction budget is established at the time projects are bid and/or a Guaranteed Maximum Price is set ("District's Final Construction Budget"), subject to change as provided in Exhibit "B" attached hereto. In the event that the District's Final Construction Budget is less than the District's Preliminary Construction Budget, Architect shall provide the District a credit on its next occurring invoice after establishment of the District's Final Construction Budget.

3.10.2 Project Survey. If required pursuant to the scope of the Project and if requested by Architect, District shall furnish Architect with, or direct Architect to procure at District's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.10.3 Inspector of Record. Appoint and pay, upon mutual agreement with Architect, an Inspector of Record as provided by state law. The Inspector of Record shall be qualified and approved by Architect and by the Division of State Architect, shall be under direction of the Architect, and shall be responsible to, and act in accordance with, the policies of District. The Inspector of Record shall be compensated by the District and shall be under direct contract with the District. The construction administration by Architect and its engineers or other consultants shall complement the continuous personal supervision of the Inspector of Record.

3.10.4 Bid Phase. Distribute construction documents to bidders and conduct the opening and review of bids for the Project.

3.10.5 Testing. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.10.6 Required Inspections and Tests. Retain consultant(s) to conduct materials testing and inspection, as required by Title 21 of the California Code of Regulations, or to conduct any other environmental or hazardous materials testing and inspection pursuant to any other applicable laws, rules or regulations.

3.10.7 Fees of Reviewing or Licensing Agencies. Directly pay or reimburse the payment of **all** fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.10.8 District's Representative. Designate a person to act as its representative for the performance of this Agreement ("District's Representative"). The District's Representative shall be authorized to act as liaison between Architect and District in the administration of this Agreement and the Construction Documents, and shall have the power to act on behalf of the District for all purposes under this Agreement. Such person shall assist Architect in observing construction of the Project and participating in the preparation of the Punch List Items required by Exhibit "A" attached hereto. District may designate new and/or different individuals to act as District's Representative from time to time. The District's Representative shall render decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the Services, as provided in the excusable delay provisions of this Agreement above.

3.10.9 Review and Approved Documents. Review all documents submitted by Architect, including change orders and other matters requiring approval by the District's Governing Board or other officials. District shall advise Architect of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.11 Compensation.

3.11.1 Architect's Compensation for Basic Services. Subject to adjustment pursuant to provisions delineated in Exhibit "B" attached hereto, District shall pay to Architect, for the performance of all Services rendered under this Agreement, the total amount of \$ TWO HUNDRED TWENTY NINE THOUSAND & 00/100 (\$229,000.00) ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual written agreement pursuant to Exhibits "A" and "B" attached hereto, shall constitute complete and adequate payment for the Services provided under this Agreement.

3.11.2 Payment for Additional Services. Additional Services may be authorized pursuant to the applicable provisions of this Agreement. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon in writing by the parties. Architect shall be paid for Additional Services, as defined by this Agreement, so long as they have been approved in writing in advance by the District. If District requires Architect to hire consultants to perform any Additional Services, Architect shall be compensated therefore at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. District shall have the authority to review and approve the rates of any such consultants. In addition, Architect shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.11.3.

3.11.3 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Architect shall not be reimbursed for any expenses unless authorized in writing by District, which approval may be evidenced by inclusion in Exhibit "C" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Architect in the interest of the Project. Architect shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs; and (5) other costs, fees and expenses. Reimbursable expenses shall be payable based on invoices submitted to the District. Compensation shall be based on 1.0 times the cost of the reimbursable.

3.11.4 Payment to Architect. Architect's compensation and reimbursable expenses shall be paid by District to Architect no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "B" and the compensation rates indicated in Exhibit "C" attached hereto and incorporated herein by reference. In order to receive payment, Architect shall present to District an itemized statement which indicates the budget being used to calculate payment, Services performed by categories specified in Exhibit "B", percentage of Services completed, method for computing the amount payable, and the amount to be paid for each Project and Site. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Architect shall never exceed the percentage amounts authorized by the phasing and funding schedule specified in Exhibit "B" attached hereto. District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner. If there is disagreement as to the percentage of Services completed by category, the Parties shall submit the percentages to a mutually agreeable person for verification.

Payments made for Additional Services shall be made in installments, no less than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Architect shall present to District an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed by category, method for computing the amount payable, and the amount to be paid. The statement shall be accompanied by a copy of the District's written approval for rendering of Additional Services and shall describe the amount of Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Upon cancellation or termination of this Agreement, Architect shall be compensated as set forth in the termination provision herein.

3.11.5 Withholding Payment to Architect. The District may dispute and withhold payment, in Whole or in part, to the extent reasonably necessary to protect the District from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the

extent arising out of or caused by the intentional or negligent acts, errors or omissions of Architect, or to the extent the District feels such payment is not actually due. Failure by District to deduct any sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by the District, incurred by the District for which Architect is liable under the Agreement or state law. Payments to the Architect for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the Architect shall not be withheld, postponed, or made contingent upon receipt by the District of offsetting reimbursement or credit from parties not within the Architect's reasonable control.

3.11.6 Prevailing Wages. Architect is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Architect agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. District shall provide Architect with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Architect shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Architect's principal place of business and at the Project site. Architect shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Architect or its consultants to comply with the Prevailing Wage Laws.

3.12 Notice to Proceed. Architect shall not proceed with performance of any Services under this Agreement unless and until the District provides a written notice to proceed.

3.13 Termination, Cancellation, Suspension, and Abandonment.

3.13.1 District's Termination for Convenience. District hereby reserves the right to cancel, suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Architect shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such cancellation, suspension, abandonment or termination, Architect shall be paid for Services and reimbursable expenses rendered up to the date of such cancellation, suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against Architect or damages suffered by District as a result of the default, if any, by Architect. Upon the District's request and written authorization, Architect shall perform any and all Additional Services after the date of termination necessary to wind up the work performed to the date of cancellation, suspension, abandonment or termination. Architect hereby expressly waives any and all claims for damages or compensation arising under this Section, except as set forth herein, in the event of such cancellation, suspension, abandonment or termination.

3.13.2 District's Termination for Cause If Architect refuses or fails to proceed with the design of the Project or any separable part thereof with such diligence as will insure its completion within the time specified by this Agreement or any extension thereof, or fails to complete the design for

the Project within such time, or if Architect should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or Architect or any of its subconsultants should materially violate any of the provisions of this Agreement, the District may serve written notice upon Architect of the District's intention to terminate this Agreement. This notice of intent to terminate shall contain the reasons for such intention to terminate this Agreement and a statement to that effect that Architect's right to perform work on the Project shall cease and terminate upon the expiration of ten (10) days unless such violations have ceased and arrangements satisfactory to the District have been made for correction of said violations.

In the event that the District serves such written notice of termination upon Architect, and the Architect shall fail to remedy the violations set forth in the District's notice within the required time period, then the District may take over the Project and prosecute the same to completion by separate contract or by any other method it may deem advisable for the account and at the expense of Architect. If the District elects not to terminate, it shall have the right to withhold amounts otherwise due to Architect until completion of the Project. If the District incurs additional costs, fees, damages, or other expenses as a result of Architect's breach or default under this Agreement, those amounts shall be deducted by District from amounts withheld from Architect. Any remaining amounts shall not be paid to Architect until completion of the Project.

In the event that the District elects to obtain an alternative performance of the Agreement as specified above: (1) the District may, without liability for so doing, take possession of and utilize in completion of the Project such materials, designs, studies, maps, charts, and other property or information belonging to Architect that are on the site and reasonably necessary for such completion; and (2) Architect shall be liable to the District for any cost or other damage to the District necessitated by the District securing an alternate performance pursuant to this Section.

3.13.3 Architect's Termination for Cause. This Agreement may be terminated by the Architect upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Architect shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Architect shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

3.13.4 District's Suspension of Work. If Architect's Services are suspended by District, District may require Architect to resume such Services within ninety (90) days after written notice from District. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the District and Architect.

3.13.5 Documents and Other Data. Within seven (7) calendar days following cancellation, suspension, abandonment or termination of this Agreement, Architect shall provide to District all preliminary studies, sketches, working drawings, specifications, computations, electronic CAD files of Architect and Consultants, and all other Project Documents, as defined in Section 3.14.1 below, to which District would have been entitled at the completion of Architect's Services under this Agreement. Upon payment of the amount required to be paid to Architect pursuant to the termination provisions of this Agreement, District shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Architect under

this Agreement. In the event of a dispute regarding the amount of compensation to which the Architect is entitled under the termination provisions of this Agreement, Architect shall provide all Project Documents to District upon payment of the undisputed amount. Architect shall not have the right to retain or fail to provide to District any such documents pending resolution of the dispute. Architect shall make such undisputed documents available to District without additional compensation other than as may be approved as a reimbursable expense.

3.13.6 Employment of other Architects. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.14 Ownership and Use of Documents; Confidentiality.

3.14.1 Ownership. Pursuant to California Education Code section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of District. Although the official copyright in all Project Documents shall remain with the Architect or other applicable subcontractors or consultant, the Project Documents shall be the property of District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Architect shall provide to District copies of all Project Documents required by District. In addition, Architect shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project or termination for any reason, and shall make copies available to District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Architect shall make a reasonable effort to notify District and provide District with the opportunity to obtain the documents.

3.14.2 Right to Use. Architect grants to District the right to use and reuse all or part of the Project Documents, at District's sole discretion and with no additional compensation to Architect, for the following purposes:

- (A) The construction of all or part of this Project;
- (B) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;
- (C) The construction of another project by or on behalf of the District for its ownership and use;

District is not bound by this Agreement to employ the services of Architect in the event such documents are used or reused for these purposes. District shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Architect or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit District's right to recover for latent defects or for errors or omissions of the Architect with respect to this Project.

Any use or reuse by District of the Project Documents on any project other than this Project without employing the services of Architect shall be at District's own risk with respect to third parties. If District uses or reuses the Project Documents on any project other than this Project,

it shall remove the Architect's seal from the Project Documents defend and indemnify and hold harmless Architect and its officers, directors, agents, consultants and employees from claims arising out of the use or re-use of the Project Documents on such other project.

Architect shall not be responsible or liable for any revisions to the Project Documents made by any party other than the Architect, a party for which the Architect is legally responsible or liable, or anyone approved by the Architect.

3.14.3 License. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Architect shall require any and all subcontractors and consultants to agree in writing that District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.14.4 Right to License. Architect represents that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Architect prepares or causes to be prepared pursuant to this Agreement. Architect shall indemnify and hold District harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Architect and provided to Architect by District.

3.14.5 Confidentiality. All Project Documents, either created by or provided to Architect in connection with the performance of this Agreement, shall be held confidential by Architect to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of District, be used or reproduced by Architect for any purposes other than the performance of the Services. Architect shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Architect which is otherwise known to Architect or is generally known, or has become known, to the related industry shall be deemed confidential. Architect shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of District.

3.15 Indemnification. In consideration of the risks and rewards involved in this Project, the District agrees, to the maximum extent permitted by law, to indemnify and hold harmless the Architect from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any prior consultant employed by the District on this Project and from any claims of copyright or patent infringement arising from the use or reuse of any documents prepared or provided by the District or any prior consultant of the District's. The District warrants that any documents provided to the Architect by the District or by the prior consultant may be relied upon as to their accuracy and completeness without independent investigation by the successor Architect and that the District has the right to provide such documents to the successor Architect free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.

Except as delineated in the above paragraph, all work covered by this Agreement, including work done at the site of construction, work done preparing designs for construction or any other tasks undertaken in furtherance of the Agreement (the "Work") shall be at the risk of Architect exclusively. To

the fullest extent allowed by law, Architect shall indemnify, hold harmless and defend the District and its agents, employees, officers, directors, insurers, successors and assigns (“Indemnified Parties”) from and against any and all allegations, losses, claims, actions, demands, damages, liabilities, or expenses (including costs, expenses and attorneys’ fees) (collectively “Claims”), arising from, relating to, pertaining to or in any way connected to the performance or non-performance of the Agreement or the Work by Architect, its employees, agents, officers, directors, shareholders, representatives, affiliates, independent contractors, subconsultants or anyone for whose acts Architect may be liable. Architect’s duty to indemnify, hold harmless and defend Indemnified Parties shall include all Claims caused, related to, pertaining to or alleged to be caused in whole or in part by any negligent act or omission, whether active or passive, of Architect, or any recklessness or willfull misconduct of Architect. Architect’s duty to indemnify shall not include claims arising out of the District’s sole negligence or willful misconduct.

Architect shall defend Indemnified Parties from all Claims until it is determined by a final judgment from a court of competent jurisdiction, arbitration proceeding or other final resolution, the Claim does not arises or Claims do not arise out of Architect’s negligence, recklessness or willful misconduct. The defense obligations shall arise immediately upon presentation of a claim or suit by any third party and written notice of such claim or suit by District to Architect. The duty to defend applies even if such claims or suits are groundless, false or without merit and regardless of fault.

3.16 Insurance.

3.16.1 Time for Compliance. Architect shall not commence Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section. In the event Architect fails to provide or maintain all required insurance, District may, in its sole discretion, obtain such insurance and deduct the amount therefor from the Total Compensation.

3.16.2 Minimum Requirements. Architect shall, at its expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Architect, its officials, officers, agents, representatives, employees or subcontractors. Architect shall name the District as an additional insured on its liability policies. Such insurance shall meet at least the following minimum levels of coverage:

- (A) Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) Workers’ Compensation and Employers’ Liability: Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance; and (4) Professional Liability: Coverage which is appropriate to the Architect’s profession, or that of its consultants or subcontractors.
- (B) Minimum Limits of Insurance.** Coverages shall provide limits no less than: (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the

general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; (3) Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) Professional Liability: Not less than \$1,000,000 per claim and/or in the aggregate.

3.16.3 Professional Liability. Architect and its consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.

3.16.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Architect shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the performance of the Agreement by the Architect, its officials, officers, agents, representatives, employees or subcontractors, including materials, parts or equipment furnished in connection with such services; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Architect's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees and agents shall be excess of the Architect's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Architect or for which the Architect is responsible; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Architect's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees and agents shall be excess of the Architect's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Architect.

(D) All Coverages.

Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees and agents.

3.16.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

3.16.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Architect shall guarantee that, at the option of the District, either: (A) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees and agents; or (B) the Architect shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.16.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the District.

3.16.8 Verification of Coverage. Architect shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District, if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.16.9 Subcontractor and Consultant Insurance Requirements. Architect shall not allow any of its architects, engineers, experts or other consultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this Section. If requested by Architect, District may approve different scopes or minimum limits of insurance for particular architects, engineers, experts or other consultants. Unless otherwise approved by the District, the architects, engineers, experts and other consultants shall comply with each and every provision of this Section.

3.17 Records. Architect shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Architect shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Architect shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.18 Standardized Manufactured Items. Architect shall cooperate and consult with District in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to District's criteria to the extent such criteria do not interfere with building design.

3.19 Limitation of Agreement. This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of the Project, or at any other District site, will be covered by, and be the subject of a separate Agreement for architectural services between District and the architect chosen therefor by District.

3.20 Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the parties.

3.21 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. Neither Architect nor District shall assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent. Any attempted assignment without such consent shall be invalid and void.

3.22 Asbestos Certification. Architect shall certify to District, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Architect prepares for the Project. Architect shall require all consultants who prepare any other documents for the Project to submit the same written certification. Architect shall also assist the District in ensuring that contractors provide District with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Architect shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

3.23 Disabled Veteran Business Enterprise Certification. If required for this Project, Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement. If Architect fails to comply with this requirement, the Agreement shall be deemed canceled.

3.24 No Third Party Rights. This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.25 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in San Diego County.

3.26 Entire Agreement. This Agreement, with its exhibits, contains the entire agreement of the parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

3.27 Severability. Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.28 Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is expressly specified in writing.

3.29 Safety. Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.30 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

<u>DISTRICT:</u>	<u>ARCHITECT:</u>
SANTEE SCHOOL DISTRICT 9625 Cuyamaca Street Santee, CA 92071	Webb Cleff Architecture and Engineering 531 Encinitas Blvd., Ste. 114 Encinitas, CA 92024
Attn: Mr. Karl Christensen	Attn: Debra Vaughan-Cleff

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.31 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing

party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other reasonable costs of such action, including expert witness fees and expenses.

3.32 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.33 District's Right to Employ Other Consultants. District reserves right to employ other consultants, including Architects, in connection with this Project or other projects.

3.34 Prohibited Interests.

3.34.1 Solicitation. Architect maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Architect, to solicit or secure this Agreement. Further, Architect warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Architect, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability.

3.34.2 Conflict of Interest. For the term of this Agreement, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.35 Equal Opportunity Employment. Architect represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Architect shall also comply with all relevant provisions of District's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.36 Labor Certification. By its signature hereunder, Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.37 Drug/Tobacco-Free Facilities. All District facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.

3.38 Fingerprinting Requirements. Unless exempted, Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. To this end, the Architect and its consultants must provide for the completion of the certification form attached hereto as Exhibit "D" and incorporated herein by reference prior to any of the Architect's employees, or those of any other consultants, coming into contact with the District's pupils.

3.39 Subcontracting. As specified in this Agreement, Architect shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.40 Supplemental Conditions. Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.41 Exhibits and Recitals. All Exhibits and Recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth herein by this reference.

3.42 Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

SANTEE SCHOOL DISTRICT

By: _____
Karl Christensen
Assistant Superintendent
Business Services

Attest: _____
Name: _____

ARCHITECT

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____

EXHIBIT "A"

ARCHITECT'S SCOPE OF SERVICES

1. GENERAL REQUIREMENTS.

1.1a Basic Services. Architect agrees to perform all the professional architectural, landscape architectural, engineering (e.g. civil, mechanical, electrical, plumbing, structural, fire sprinklers, site engineering, and any other necessary engineering services) necessary for designing, administering, and closing the project(s) as more fully defined below, except as described in Section 1.2, in a timely and professional manner, consistent with the standards of the profession, including those provided for herein. Basic services shall include the following activities performed within a Lease/Leaseback environment:

1. Pre-design activities
2. Preparation of schematic drawings
3. Development of preliminary cost estimates based on square footage
4. Design development activities
5. Preparation of construction documents and alternates as necessary to meet the project budget
6. Interaction with Division of State Architect ("DSA") and procurement of necessary DSA approvals
7. Processing of addenda approvals through DSA issued during bidding
8. Processing of all post approval paperwork through DSA, Cities, Water Agencies, State Water Control Board, including addenda and/or changes.
 - a. Project site surveys and incorporation of as-builts and existing conditions in to the design drawings
 - b. Define all existing site elements either shown to be removed or to remain. Clearly label all items to be salvaged.
 - c. Clear define the limits of work on the project documents
 - d. Provide SWPPP plan and required erosion control documents including all post construction BMP's.
9. Value engineering analysis and revisions
10. Constructability reviews by Architect
11. Responding to constructability reviews performed by LLB Construction Manager
12. Cost/benefit analysis for best value project(s)
13. Attendance at Board meetings/workshops as requested by the District
14. Assistance with preparation and submission of funding applications and subsequent documents required for obtaining and ensuring funding from various sources
15. Assistance with bidding including issuance of all addenda
16. Construction administration including, but not limited to:
 - a. Attendance at all construction meetings
 - b. Regular site visits by Architect and consultants
 - c. Processing of Requests for Information ("RFIs") in a timely manner to ensure little or no delay in construction critical path schedule
 - d. Issuance of Field Directives
 - e. Processing of change orders

- f. Continuous value engineering for the benefit of the District
- 17. Provision of As Built documents and appropriate files to District.
- 18. Review and approval of all Operations and Maintenance manuals and project closeout documents.
- 19. All activities necessary to closeout project(s) with DSA, OPSC, and local governmental agencies and utility companies
- 20. Provide a full digital copy of DSA approved plans, specifications, and all addenda for utilization by the project team, including all post bid construction documents

1.1b Projects. The following project(s) are included in the Architect's Scope of Services:

PROJECT 1: Pepper Drive 10 Classroom Two Story Prototype Addition to include all Basic Services enumerated in 1.1.a except Item #1 through Item #6.

PROJECT 2: Pepper Drive Administration/Learning Resource Center Building to include all Basic Services enumerated in 1.1a.

1.2 Exclusions from Basic Services. The following services shall be excluded from the basic services listed above:

- 1. Design revisions requested by the owner after DSA approval of construction documents;
- 2. Off-site improvement design work required by agencies other than DSA
- 3. Models
- 4. Work included in the LLB Construction Manager's contract in a Lease/Leaseback environment including
 - a. Pre-construction and construction meeting minutes;
 - b. Cost estimating.

1.3 Additional Services. Architect shall perform the following Additional Services for the Project(s):

The Architect shall perform the following additional services under this Agreement only if said services are authorized in advance in writing by the District. Said additional services shall be compensated in accordance with schedule in Exhibit "C".

A. Revisions and changes of 100% complete and constructable drawings and the preparation of alternate and/or deductive change orders requested by the District, except as otherwise required by this contract, and excluding corrections of design errors, conflicts, omissions, and/or value engineering and Life Cycle cost analysis work reasonably assumed to be performed during the construction document preparation phase by Architect in the work performed under this Agreement.

- B. Supervision of repair of damage to the Project(s) not resulting from fault of the Architect.
- C. The selection by Architect, at the District's request, of movable furniture, equipment, or articles which are not included in the construction contract.
- D. The additional services caused by the delinquency or insolvency of the contractor.
- E. If directed or requested by the District, the employment of special consultants and the preparation of models.
- F. Providing contract administration services after the construction contract time has been exceeded through no fault of the Architect where it is determined that the fault is that of the contractor and liquidated damages are collected therefore.

1.4 Cooperation and Communication with District. Architect shall cooperate and participate in consultations and conferences with District, District's consultants, authorized representatives of District, and/or other local, regional, or state agencies concerned with the Project(s), which may be necessary for the completion of the Project(s) or the development of the drawings, specifications and documents in accordance with the applicable standards and requirements of law and the District. Such consultations and conferences shall continue throughout the planning and construction of the Project(s) and the contractor's warranty period. Architect shall take direction only from the District's Representative, or any other representative specifically designated by the District for this Project(s), including any LLB Construction Manager or program manager hired by the District.

1.5 Coordination and Cooperation with Construction Manager. The District has elected to hire a construction manager, Balfour Beatty Construction ("BBC"), to administer and coordinate all or any part of the Project(s) on its behalf under a lease leaseback delivery methodology ("LLB Construction Manager"). The District shall provide a copy of its agreement with the LLB Construction Manager so that the Architect will be fully aware of the duties and responsibilities of the LLB Construction Manager. The Architect shall cooperate with the LLB Construction Manager at no additional charge and respond to any requests or directives authorized by the District to be made or given by the LLB Construction Manager including participation in value engineering sessions and response to the LLB Construction Manager's constructability reviews. The Architect shall request clarification from the District in writing if the Architect should have any questions regarding the authority of the LLB Construction Manager.

1.6 Estimates. To be provided by LLB Construction Manager.

1.7 Approval of Designs and Budgets. The District's Board of Education shall formally approve designs and budgets described in this Exhibit at the following stages of the Project(s):

1. Schematic Plans and Architect's Preliminary Project Budget

2. Design Development Documents and Updated Project Budget
3. Construction Documents and Final Estimate
4. District's Final Construction Budget specified in Section 3.10.1 of the Agreement

2. **INITIAL PLANNING PHASE.**

During the initial planning phase of the Project(s), Architect shall do all of the following as part of Basic Services as well as any incidental services thereto:

2.1 Educational Programming. Assist District in the preparation of educational programming for the Project(s) to define the scope, size, space relationship and site development as required.

2.2 Project Feasibility. Provide advice and assistance to District in determining the feasibility of the Project(s), analysis of the type and quality of materials and construction to be selected, the site location, and other initial planning matters, including, but not limited to, developing a building program identifying and confirming the facility functions, square footage requirements, adjacency relationships, flow diagrams and equipment needs (including a preliminary construction cost estimate based on area costs). Existing equipment needs, data and inventory to be provided by the District.

2.3 Meeting Budget and Project Goals. Architect shall notify District in writing of potential complications, cost overruns, unusual conditions, and general needs that potentially impact the Project budget and timeline, including the District's Preliminary Construction Budget. Architect shall use its best judgment in determining the balance between the size, type and quality of construction to achieve a satisfactory solution within the Project's budget and construction allowance. It shall be the duty of the Architect to suggest alternatives to District which would reduce costs and to design the Project(s) within budget and State Allocation Board cost standards, if any. As discussed below in Section 7 of this Exhibit, if the lowest responsive and responsible bid for the Project(s) exceeds the budget by the stated percentage amount, Architect may be required to make the necessary changes in the drawing and specifications, at its sole cost and expense, to bring the bids within the required budget.

2.4 Permits, Approvals and Authorizations. As indicated in Section 3.5.4, Architect shall assist District in securing easements, encroachment permits, rights of way, dedications, infrastructures and road improvements, as well as coordinating with utilities and adjacent property owners.

3. **SCHEMATIC PLAN PHASE**

During the schematic plan phase of the Project(s), Architect shall do all of the following as Basic Services, as well as any incidental services thereto:

3.1 Approval and Revisions. District shall review, study, and check the work product

developed during the Initial Planning Phase and presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project(s). Architect shall make all District requested changes, additions, deletions, and corrections in such work product at no additional cost, so long as they are not inconsistent with the program requirements and general project parameters .

3.2 Funding Documents. Architect shall provide a site plan and all other Project-related information necessary and required for an application by District to any federal, state, regional, or local agencies for funds to finance the construction Project(s).

3.3 Schematic Plans. In cooperation with District, Architect shall prepare the conceptual design of the Project(s), illustrating the scale and relationship of the Project components ("Schematic Plans"). The Schematic Plans shall include a conceptual site plan, if appropriate, and preliminary plans and studies, sections, elevations, schematic drawings, site utilization plans, and phasing plans showing the scale and relationship of the components of the Project(s), the plot plan development at the site, and the proposed architectural concept of the buildings. Architect shall incorporate the educational programs and the functional requirements of District into the Schematic Plans. At the Architect's option, the Schematic Plans may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing and be coordinated with the cooperation of LLB Construction Manager's review. The Schematic Plans shall meet all laws, rules and regulations of the State of California, including but not limited to, the regulations of the State Department of Education (5 Cal. Code Regs. § 14000 et seq.) or the Office of Public School Construction ("OPSC"), as well as any guidelines implemented by the State Department of Education. All Schematic Plans shall be prepared in a form which may be submitted to the State Department of Education and OPSC for approval. The Schematic Plans shall show all rooms incorporated in each building of the Project(s) in single-line drawings, and shall include all revisions required by District or by any federal, state, regional or local agency having jurisdiction over the Project(s). All architectural drawings for the Project(s) shall be in a form suitable for reproduction. Architect shall post all plans and specifications electronically to an FTP site for access by District, Consultants, and LLB Construction Manager.

3.4 Preliminary Project Budget. Architect shall use the District's Preliminary Construction Budget and its own expertise and experience with the Project(s) to establish a preliminary project budget or allowance in a format required by District or, if applicable, by any school construction funding agency identified by District ("Architect's Preliminary Project Budget"). The purpose of the Architect's Preliminary Project Budget is to show the probable Project cost in relation to District's Preliminary Construction Budget and the construction standards of any applicable funding agency. If Architect perceives site considerations which render the Project(s) expensive or cost prohibitive, Architect shall disclose such conditions in writing to District immediately and work cooperatively with the District and LLB Construction Manager to refine the Project(s). As stated below in Section 7 of this Exhibit, if the lowest responsive and responsible bid for the Project exceeds the budget by more than the stated percentage amount, Architect may be required to make the necessary changes in the drawings and specifications, at its sole cost and expense, to bring

the bids within the required budget Architect shall provide a preliminary written time schedule for the performance of all construction work on the Project(s) which the LLB Construction Manager can use to generate a construction schedule for District.

3.5 Copies of Schematic Plans and Other Documents. Architect, at its own expense, shall provide a complete set of the Schematic Plans described herein for District's review and approval. Additionally, at District's expense, Architect shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project(s), including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Any additional copies required by District or LLB Construction Manager shall be provided at actual cost to District.

4. DESIGN DEVELOPMENT PHASE.

During the design development phase of the Project(s), Architect shall do all of the following as Basic Services, as well as any incidental services thereto:

4.1 Approval and Revisions. District shall review, study, and check the Schematic Plans presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project(s). Architect shall make all District requested changes, additions, deletions, and corrections, including responses and corrections to constructability reviews by District and LLB Construction Manager, in the Schematic Plans at no additional cost, so long as they are not inconsistent with the program requirements and general project parameters.

4.2 Design Development Documents. Once District provides Architect with specific written approval of the Schematic Plans described herein, Architect shall prepare design development documents consisting of: (1) site and floor plans; (2) elevations; (3) sections; (4) typical construction details; (5) equipment layouts; (6) civil engineering; (7) mechanical equipment and plumbing systems; (8) sustainability features; (9) preliminary SWPPP plans; (10) fire sprinkler plans; (11) floor to floor height analysis with all utility considerations; and (12) any other drawings and documents sufficient to fix and describe the types and makeup of materials, as well as the scope, relationships, forms, size, appearance and character of the Project's structural, mechanical and electrical systems, and to outline the Project specifications ("Design Development Documents"). The Design Development Documents shall be prepared in sufficient form to present to the District's Governing Board for approval. Design should include lifecycle cost analysis; first cost vs lifetime cost of ownership; sustainability; and consideration of ease of maintenance cost and safety of maintenance personnel.

4.3 Copies of Design Development and Other Documents. Architect, at its own expense, shall provide a complete set of the Design Development Documents described herein for District's review and approval in both paper and electronic format. Architect shall post all plans and specifications electronically to an FTP site for access by District, Consultants, and LLB Construction Manager. Additionally, at District's expense, Architect shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project(s), including but not limited to, the State Department of

Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Any additional copies required by District shall be provided at actual cost to District.

4.4 Updated Project Budget. Architect shall use its Preliminary Project Budget and expertise and experience with the Project(s) to assist the LLB Construction Manager in establishing an updated estimate of probable construction costs, containing detail consistent with the Design Development Documents as set forth herein and containing a breakdown based on types of materials and specifications identified herein ("Updated Project Budget").

4.5 Timetable. Architect shall provide a written timetable for full and adequate completion of the Project(s) and timely closeout through DSA. Timetable shall include adequate time for constructability reviews coordinated with LLB Construction Manager and clear milestone dates.

4.6 Application for Approvals. Architect shall assist District in applying for and obtaining required approvals from all federal, state, regional or local agencies concerned with the Project(s), including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local governmental agencies and utility companies. Architect shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities in order to secure materials and work required of the utility company within the construction critical path priority schedule, to aid in the construction of the Project(s) and to obtain final Project approval and acceptance by any of the above agencies as may be required.

4.7 Color and Other Aesthetic Issues. Architect shall provide, for District's review and approval, a preliminary schedule of all color materials and selections of materials, textures, finishes and other matters involving an aesthetic decision about the Project(s). Architect shall include, as part of its Basic Services, up to three (3) options for color schemes from which the District may choose. The District shall have final approval of all color schemes.

5. FINAL WORKING DRAWINGS AND SPECIFICATIONS

During the final working drawings and specifications phase of the Project(s), Architect shall do all of the following as Basic Services, as well as any incidental services thereto:

5.1 Approval and Revisions. District shall review, study, and check the Design Development Documents presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project(s). Architect shall make all District requested changes, additions, deletions, and corrections, including responses and corrections to constructability reviews by District and LLB Construction Manager, in the Design Development Documents at no additional cost, so long as they are not inconsistent with the program requirements and general project parameters.

5.2 Final Working Drawings and Specifications. Once District provides Architect with specific written approval of the Design Development Documents described herein,

Architect shall prepare such complete working drawings and specifications as are necessary for developing complete bids and for properly executing the Project work ("Final Working Drawings and Specifications"). Such Final Working Drawings and Specifications shall be developed from the Schematic Plans and Design Development Documents approved by District. The Final Working Drawings and Specifications shall set forth in detail all of the following: (1) the Project construction work to be done; (2) the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical systems; and (3) the utility service connection equipment and site work. As indicated in Section 3.10.2, District may be requested to supply Architect with the necessary information to determine the proper location of all improvements on and off site, including existing record drawings ("existing record drawings") in District's possession. Architect will make a good-faith effort to verify the accuracy of such information by means of a thorough interior and exterior visual survey of site conditions. District shall also make a good-faith effort to verify the accuracy of the existing record drawings and provide any supplemental information to Architect which may not be shown on the existing record drawings. Architect shall not be responsible for the accuracy of the existing record drawings, except to the extent that any inaccuracy should have been detected by the Architect, pursuant to its standard of care; from readily available documents and visual observations of existing conditions. Utilities should be located and potholed for all points of connection in areas of work.

5.3 Form. The Final Working Drawings and Specifications must be in such form as will enable Architect and District to secure the required permits and approvals from all federal, state, regional or local agencies concerned with the Project(s), including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. In addition, the Final Working Drawings and Specifications must be in such form as will enable District to obtain, by competitive bidding, responsible and responsive bids within the applicable budgetary limitations and cost standards. The Final Working Drawings and Specifications shall be clear and legible so that uniform copies may be on standard architectural size paper, properly indexed and numbered, and shall be capable of being clearly copied and assembled in a professional manner by Architect. Architect shall provide all construction documents for bidding and construction in electronic format and post all plans and specifications electronically to an FTP site for access by District, Consultants, and LLB Construction Manager.

5.4 Approval and Revisions. District shall review, study, and check the Final Working Drawings and Specifications presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project(s), including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Architect shall make all District-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications at no additional cost, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier District direction or Architect's professional judgment. Architect shall bring any such conflicts and/or inconsistencies to the attention of District in writing. The parties agree that Architect, and not the District, possesses the requisite expertise to determine the constructability of the Final Working Drawings and Specifications. However, the District reserves the right to

conduct one or more constructability review processes with the Final Working Drawings and Specifications, and to hire an independent architect or other consultant to perform such reviews, Any such independent constructability review shall be at District's expense. Architect shall make all District-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications which may result from any constructability review, including those by the LLB Construction Manager, at no additional cost to the District, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier District direction or Architect's professional judgment. If such changes, additions, deletions or corrections are inconsistent with prior District direction, Architect shall make such alterations and be compensated therefore pursuant to the Additional Services provision of this Agreement.

5.5 Costs of Construction. It is understood by Architect that should the Final Working Drawings and Specifications be ordered by District, District shall specify the sum of money set aside to cover the total cost of construction of the work, exclusive of Architect's fees. Should it become evident that the total construction cost will exceed the specified sum, Architect shall at once present a statement in writing to the District's Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based.

5.6 Copies of Final Working Drawings and Specifications and Other Documents. Architect, at its own expense, shall provide a complete set of the Final Working Drawings and Specifications, in both paper and electronic format, described herein for District's review and approval. Additionally, at District's expense, Architect shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project(s), including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Any additional copies required by District or LLB Construction Manager shall be provided at actual cost to District.

6. CONSTRUCTION CONTRACT DOCUMENTS.

During the construction contract documents phase of the Project(s), Architect shall do all of the following as Basic Services, as well as any incidental services thereto:

6.1 Bid and Contract Documents. If so required by District, Architect shall assist District and LLB Construction Manager in the completion of all bid and construction documents, including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Contract Bid Forms (including Alternate Bids as requested by District), Contract General Conditions, Supplementary General Conditions, Special Conditions, other necessary conditions of the contract, Project Manual (e.g, conditions of the contract, specifications, and, if desired by District, bidding requirements and sample forms), DVBE and other applicable affirmative action documents, Performance Bond, Payment Bond, Escrow Agreement for Security Deposits, and any other certifications and documents required by federal, state and local laws, rules and regulations which may be reasonably required in order to obtain bids responsive to the specifications and drawings. All such documents shall be subject to the approval of District and District's legal counsel.

6.2 Final Estimate. At the time of delivery of these bid and construction documents, which shall include the Final Working Drawings and Specifications (collectively referred to herein as the "Construction Documents"), Architect shall work cooperatively with the LLB Construction Manager so that the LLB Construction Manager can provide District with a final estimate of probable construction cost ("Final Estimate"). As stated above, it shall be the Architect's duty to design the Project(s) within budget and any applicable State Allocation Board cost standards.

7. BID PHASE.

During the bid phase of the Project(s), Architect shall do all of the following as Basic Services, as well as any incidental services thereto:

7.1 Reproducible Construction Documents. Once District provides Architect with specific written approval of the Construction Documents and Final Estimate, Architect shall provide to District one set of reproducible Construction Documents in electronic format. Architect shall post all plans and specifications electronically to an FTP site for access by District, Consultants, and LLB Construction Manager.

7.2 Distribution of Contract Documents and Review of Bids. Architect shall assist District and LLB Construction Manager in distributing the Construction Documents to bidders and conducting the opening and review of bids for the Project(s). District will reimburse the Architect any cost incurred by the Architect for reproducing bid sets, addenda and related delivery charges as specified in Exhibit B.

7.3 Overbudget. If the apparent lowest responsive and responsible bid on the Project(s) exceeds the Final Estimate, District may request Architect to amend, at Architect's sole cost and expense, the Final Drawings and Specifications in order to rebid the Project(s) and receive a lowest responsive and responsible bid equal to or less than the Final Estimate. All revisions necessary to bring the lowest responsible and responsive bid within the Final Estimate, including any omissions, deferrals or alternates, shall be made in consultation with, and subject to the approval of the District.

8. CONSTRUCTION PHASE.

During the construction phase of the Project(s), Architect shall do all of the following as Basic Services, as well as any incidental services thereto:

8.1 Observation. The Project Architect shall observe work executed from the Final Working Drawings and Specifications in person, provided that District may, in its discretion, consent to such observation by another competent representative of Architect.

8.2 General Administration. Architect shall provide general administration of the Construction Documents and the work performed by the contractors.

8.3 Pre-Construction Meeting. Architect shall conduct one or more pre-construction meetings, as the District determines is needed for the Project(s), with all interested parties. The weekly job site meetings will be conducted by the LLB Construction Manager

who will author all meeting minutes.

8.4 Site Visits of Contractor's Work. Architect shall conduct site visits to observe each contractors' work for general conformance with the Construction Documents and with any approved construction schedules or milestones. Such site visits shall be conducted as often as are necessary and appropriate to the stage of construction, according to the District's sole discretion, but in no event less than weekly,

8.5 Site Visits of Inspector's Work. Architect shall conduct site visits to communicate and observe the activities of the Project inspectors, including the Inspector of Record. Such site visits shall be conducted as often as is mutually acceptable to Architect and District. Architect shall direct the Project inspectors and the Project contractors, and shall coordinate the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to, underground utility lines.

8.6 Coordination of Architect's Consultants. Architect shall cause all architects, engineers and other consultants, as may be hired by Architect or District, to observe the work completed under their disciplines as required, and approve and review all test results for general conformance with the Construction Documents.

8.7 Reports. Architect shall make regular reports as may be required by applicable federal, state or local laws, rules or regulations, as well as the federal, state, regional or local agencies concerned with the Project(s), including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services, the County in which the Project is located, the City in which the Project is located or any other appropriate federal, state, regional or local regulatory bodies.

8.8 Construction Meetings: Minutes. Architect shall attend all construction meetings and make revisions and comments to minutes taken by the LLB Construction Manager after each construction meeting within five (5) days of the construction meeting. Such meetings shall occur at a frequency necessary for the progress of the Project work, according to the District's sole discretion, but no less than weekly.

8.9 Written Reports. Architect shall make written reports to District, at least monthly, to inform District of problems arising during construction, changes contemplated as a result of each such problem, and the progress of the Project work. The Architect shall not have control over the acts or omissions of the contractors, subcontractors or their agents or employees, or of any other persons or entities performing or supplying portions of the work which were not employed or hired by Architect.

8.10 Written Records. Architect shall keep accurate written records of the progress and quality of the Project work and the time schedules, and shall advise the contractors and District of any deviations from the time schedule which could delay timely completion of the Project(s).

8.11 Material and Test Reports. Architect shall check and process, in a timely manner, all required material and test reports for the Project work. In addition, Architect shall provide notice of any deficiencies in material or work reflected in such reports, as well as its recommendation for correction of such deficiencies, to the contractors, District and federal,

state, regional or local agencies concerned with the Project(s), including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies.

8.12 Review and Response to Submissions. Architect shall review and respond, in a timely manner, to all schedules, submittals, shop drawings, samples, information requests, change requests, and other submissions of the contractor and subcontractors for compliance with, or alterations and additions to, the Construction Documents. Architect's review and response shall be completed within five (5) days or less after receipt to ensure the timely and uninterrupted progress of the Project work. Submission requests which involve more work or time than is normally required for routine submissions, as mutually determined by the Parties, may be the subject of additional compensation as Additional Services pursuant to Section 1.3. Architect may be required by District to review critical path submittals in person to expedite construction ("Submittal Review and Approval Meetings").

8.13 Rejection of Work. Architect shall promptly reject, as discussed with District, work or materials which do not conform to the Construction Documents. Architect shall immediately notify the District and contractor(s) of such rejections. Architect shall also have the authority to recommend to the District that additional inspection or testing of the work be performed, whether or not such work is fabricated, installed or completed.

8.14 Substitutions. Architect shall consult with District, in a timely manner (within five (5) days or less), with regard to substitution of materials and equipment, prior to the District's final written approval of such substitutions. Architect's consultation shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work. Substitution requests which involve more work or time than is normally required for routine substitutions, as mutually determined by the Parties, may be the subject of additional compensation as Additional Services pursuant to Section 1.3.

8.15 Revised Documents and Drawings. Architect shall prepare, at no additional expense to District, all documents and/or drawings made necessary by errors and omissions in the originally approved Construction Documents.

8.16 Change Requests and Material Changes. Architect shall evaluate and advise District, in a timely manner and in writing, of any change requests and material change(s) which may be requested or necessary in the Project plans and specifications. Architect shall provide the District with its opinion as to whether such change requests should be approved, denied or revised. Since the District has designated a LLB Construction Manager or other person to submit all change order requests, the Architect shall review all change order requests prepared by such person, execute them as change orders and deliver them to the District for authorization if they meet with the Architect's approval, or submit them to the District with recommendations for revision or denial if necessary. Architect shall not order contractors to make any changes affecting the contract price without approval by District of such a written change order, pursuant to the terms of the Construction Documents. Architect may order, on its own responsibility and pending the District's Governing Board approval, changes necessary to meet construction emergencies, if written approval of District's Representative is first secured. Architect may also authorize minor changes in the work, pending District's approval, so long as such changes are not inconsistent with the intent of

the Construction Documents and do not involve an adjustment in the contract sum or an extension of the contract time.

8.17 Applications for Payment. Architect shall examine, verify and approve contractor's applications for payment, and shall issue certificates for payment in amounts approved by the Project Inspector of Record or the District's Representative, based on the Architect's observations at the site. The issuance of a certificate for payment shall not be a representation that the Architect has: (1) made exhaustive or continuous on site inspections of the work for which payment is sought; (2) reviewed construction means, methods, techniques, sequences or procedures for the work for which payment is sought; (3) ascertained how and for what purpose the contractor has used money previously paid; or (4) certified that the work for which payment is sought is without defects.

8.18 Final Color and Product Selection. Architect shall coordinate final color and product selection with District's original design concept. District shall approve final color scheme.

8.19 Substantial Completion. Architect shall determine the date of substantial completion, in consultation with the District,

8.20 Punch List. After determining that the Project is substantially complete, Architect shall participate in the inspection by the Inspector of Record for the Project(s) and shall review all remaining deficiencies and minor items needed to be corrected or completed on the Project(s), including those identified on the punch list prepared by the contractor ("Punch List Items"). Architect shall notify contractor in writing that all Punch List Items must be corrected prior to final acceptance of the Project and final payment. Architect shall also notify District of all Punch List Items.

8.21 Warranties. Architect shall review materials assembled by the contractor and subcontractors with regard to all written warranties, guarantees, owners' manuals, instruction books, diagrams, record "as built" drawings, and any other materials required from the contractors and subcontractors pursuant to the Construction Documents. Architect shall coordinate and provide these materials to the District.

8.22 Certificate of Completion. Architect shall participate in any further inspections of the Project necessary to issue Architect's Certificate of Completion and final certificate for payment.

8.23 Documents for Project Close-Out. Architect shall cause all other architects, engineers and other consultants, as may be hired by Architect, to file any and all required documentation with DSA and the District or other governmental authorities necessary to close out the Project(s). Architect shall assist the District in obtaining such documentation from all other architects, engineers, or other consultants.

9. RECORD DRAWINGS.

During the record drawings phase of the Project(s), Architect shall do all of the following as Basic Services, as well as any incidental services thereto:

9.1 Record Drawings and Specifications. Not later than thirty (30) days after substantial completion of the Project(s), before receipt of final payment, Architect shall review and forward the Final Working Drawings and Specifications, indicating on them all changes made by change orders or otherwise pursuant to the Construction Documents, as well as all information called for on the specifications, thus producing an "record" set of Final Working Drawings and Specifications ("Record Drawings and Specifications"). The Record Drawings and Specifications shall show, among other things, the location of all concealed pipe, buried conduit runs and other similar elements within the completed Project. Architect shall personally review and certify that the Record Drawings and Specifications are a correct representation of the information supplied to Architect by the Inspector of Record and the contractor, and shall obtain certifications from the Inspector of Record and the contractor that the drawings are correct. Architect shall provide record drawings in an electronic, reproducible format.

9.2 Approval. Once District provides Architect and LLB Construction Manager with specific written approval of the Record Drawings and Specifications, Architect shall forward to District the complete set of original Record Drawings and Specifications or a complete set of reproducible duplicate Record Drawings and Specifications. The tracing shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail.

9.3 Documents for Final Payment. Prior to the receipt of Architect's final payment, Architect shall forward to District all of the following: (1) one clear and legible set of reproductions of all electronic plan files; (2) the original copy of the specifications; (3) the Record Drawings and Specifications as required herein; (4) the final verified progress report required pursuant to Title 24 of the California Code of Regulations; and (5) Architect's Certificate of Completion.

10. WARRANTY PERIOD.

During the warranty period phase of the Project(s), Architect shall do all of the following as Basic Services, as well as any incidental services thereto:

10.1 Advice. Architect shall provide advice to District on apparent deficiencies in the Project(s) during any applicable warranty periods for the Project(s).

EXHIBIT "B"

FEE AND PHASING/FUNDING SCHEDULES

1. Fee Schedule and Phasing.

The Architect shall be compensated for each Project delineated in Section 1.1a of Exhibit A as specified below:

PROJECT 1: The Architect's Total Compensation shall be a fixed fee of ONE HUNDRED AND FOUR THOUSAND AND 00/100 (\$104,000) and include the Basic Services described in Exhibit "A" and the Agreement. The Architect's Total Compensation for this project shall not be subject to adjustment for Actual Construction Costs.

The Architect's Total Compensation for PROJECT 1 shall be invoiced no more frequent than monthly, in arrears, and be paid according to the following phasing schedule:

- A. Bid/Award and Preconstruction Services: 15% of Architect's Total Compensation for PROJECT 1 for that portion of the project for which documents have been reproduced and bids received billed according to estimated work completed
- B. Construction Administration: Increase to 90% of Architect's Total Compensation for PROJECT 1 for that portion of the project for which construction is complete and accepted by the District billed according to estimated work completed
- C. DSA Closeout: Increase to 100% of Architect's Total Compensation for PROJECT 1 for that portion of the project for which DSA has deemed the project closed with certification billed according to estimated work completed
- D. Possible Value Engineering Options: Architect has provided several options for value engineering changes to save on construction costs. District may execute upon written approval pursuant to Section 3.11.2 of the Agreement pertaining to Additional Services:
 - a. Enclose Stairs: \$14,000
 - b. Change the retaining walls from formed concrete to segmental block and revise landscaping to accommodate new configuration: \$10,000
 - c. Remove fire sprinklers from the building: \$4,000

PROJECT 2: The Architect's Total Compensation for PROJECT 2 shall be a fixed fee of ONE HUNDRED AND TWENTY FIVE THOUSAND AND 00/100 (\$125,000) and include the Basic Services described in Exhibit "A" and the Agreement. The Architect's Total Compensation for this project shall not be subject to adjustment for Actual Construction Costs.

- A. Schematic Design: 10% of Architect's Total Compensation billed according to estimated work completed
- B. Design Development: Increase to 25% of Architect's Total Compensation billed according to estimated work completed
- C. Construction Documents:
 - i. 50% complete: Increase to 50% of Architect's Total Compensation billed according to estimated work completed
 - ii. 100% complete and ready for review by applicable public agencies: Increase to 65% of Architect's Total Compensation billed according to estimated work completed

- iii. Approved by DSA: Increase to 70% of Architect's Total Compensation billed according to estimated work completed
- D. Bidding and Bid Award: Increase to 75% of Architect's Total Compensation for that portion of the project for which documents have been reproduced and bids received billed according to estimated work completed
- E. Construction Administration: Increase to 90% of Architect's Total Compensation for that portion of the project for which construction is complete and accepted by the District billed according to estimated work completed
- F. DSA Closeout: Increase to 100% of Architect's Actual Total Compensation for that portion of the project for which DSA has deemed the project closed with certification billed according to estimated work completed

Architect shall receive no additional fee for required calculations, drawings or processing of change orders for items caused by Architect's negligence, recklessness, or willful misconduct even if such negligence, recklessness, or willful misconduct adds value to the Project(s).

The sum total of the Architect's Total Compensation for PROJECT 1 and the Architect's Total Compensation for PROJECT 2 described above shall be inserted in Section 3.11.1 of the Agreement.

EXHIBIT "C"

COMPENSATION RATES AND REIMBURSABLE EXPENSES

1. Hourly Compensation Rates.

Principal Architect	\$150.00/hour
Principal Engineer	\$150.00/hour
Staff Architect	\$125.00/hour
Staff Engineer	\$125.00/hour
Job Captain	\$100.00/hour
CADD	\$ 90.00/hour
Clerical	\$ 75.00/hour

Increases in the above hourly rates shall be made only by an authorized amendment to this Agreement.

2. Reimbursable Expenses.

Include printing/reprographics, courier services and agency fees.

Reimbursable expenses shall be computed at cost plus five percent (5%)

3. Additional Services.

Per Architect's hourly rates.

4. Additional Consultants.

If District requires Architect to hire consultants to perform any Additional Services, Architect shall be compensated therefore at the consultant's actual hourly rates plus five percent (5%). District shall have the authority to review and approve the rates of any such consultants.

EXHIBIT "D"

CONTRACTOR FINGERPRINTING REQUIREMENTS

Architect Certification

With respect to the Agreement dated _____, 20__ by and between the [INSERT NAME OF SCHOOL DISTRICT] ("District") and [INSERT ARCHITECT'S NAME] ("Architect") for the provision of architectural services, Architect hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1 1 92.7(c).

Contractor's Representative

Date

Architect Exemption

Pursuant to Education Code section 45122.1, the [INSERT NAME OF SCHOOL DISTRICT] ("District") has determined that [INSERT ARCHITECT'S NAME] ("Architect") is exempt from the criminal background check certification requirements for the service Agreement dated _____, 20__ by and between the District and Architect ("Agreement") because:

- The Architect's employees will have limited contact with District students during the course of the Agreement; or
- Emergency or exceptional circumstances exist.

District Official

Date

Architect's Consultant Certification

The [INSERT NAME OF SCHOOL DISTRICT] ("District") entered into an agreement for architectural services with [INSERT ARCHITECT'S NAME] ("Architect") on or about _____, 20__ ("Agreement"). This certification is submitted by a consultant to the Architect for purposes of that Agreement ("Consultant"). Consultant hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor's Representative

Date

Architect's Consultant Exemption

The [INSERT NAME OF SCHOOL DISTRICT] ("District") entered into an agreement for architectural services with [INSERT ARCHITECT'S NAME] ("Architect") on _____, 20__ or about ("Agreement"). Pursuant to Education Code section 45122.1, the District has determined that _____, a consultant to the Architect for purposes of that Agreement ("Consultant"), is exempt from the criminal background check certification requirements for the Agreement because:

- The Consultant's employees will have limited contact with District students during the course of the Agreement; or
- Emergency or exceptional circumstances exist.

District Official

Date

Discussion and/or Action Item F.2.2.
Prepared by Karl Christensen
September 18, 2012

Initial Designs for Pepper Drive 10-Classroom
Addition and Admin/LRC Joint Use Building

BACKGROUND:

At the June 27, 2012 State Allocation Board (“SAB”) meeting, the SAB apportioned approximately \$1 million for an Admin/Learning Resource Center at Pepper Drive (“PD Admin/LRC”) under the Joint Use program. At the August 7, 2012, the Board of Education approved submitting a Priority Funding application for approximately \$2.3 million for the Pepper Drive 10-Classroom Addition (“PD Ten”). Designs for the PD Ten are already approved by the Division of State Architect (“DSA”) and the PD Admin/LRC has not yet been designed.

Administration and the District’s Architect, Webb-Cleff, will present information regarding DSA-approved designs for the PD Ten and conceptual designs for the PD Admin/LRC.

Since the District has received an apportionment for the Joint Use project which requires us to have DSA-approved plans within 12 months of receiving the apportionment, administration recommends moving forward with construction of this building in 2013 regardless of whether funds are received to initiate construction of the 10-Classroom Addition.

RECOMMENDATION:

It is recommended that the Board of Education authorize initiation of necessary work to prepare for construction of the Admin/LRC Joint Use building at Pepper Drive. Initiation of the 10-Classroom Addition is contingent upon apportionment of State Grant funds which will not be known until December 2012.

This item supports the following District goals:

Learning Environment

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

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact is \$8.5 to \$9 million in project costs for both projects to be funded from CIP funds (State Grants and Prop R GO Bond proceeds).

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item F.2.2.
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Discussion and/or Action Item F.3.1. Adoption of Resolution No. 1213-08, Elimination of Classified Non-Management Positions

Prepared by Minnie Malin
September 18, 2012

BACKGROUND:

As a result of a student requiring 1:1 assistance returning to their home District, two (2) Instructional Assistant, Special Education II positions will no longer be required.

Because of seniority within the classification, the affected employees will be able to bump into positions with the same or fewer hours. However, two classified non-management employees will be laid off. All affected employees will receive a 45-day notice of reduction and/or layoff and be placed on a reemployment list for no less than 39-months.

RECOMMENDATION:

Administration supports the following recommendation:

Eliminate

- Two (2) Instructional Assistant, Special Education II positions effective November 6, 2012.

FISCAL IMPACT:

The total cost for 1:1 assistance has been paid by the home District. Therefore, there will be no change to the general fund as a result of this item.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item F.3.1.

SANTEE SCHOOL DISTRICT

Resolution No. 1213-08

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

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

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

Eliminate

- Two (2) Instructional Assistant, Special Education II positions effective November 6, 2012.

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

The foregoing Resolution was passed and adopted at a regular meeting of the Governing Board of the Santee School District on the 18th day of September 2012, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____

Dated 9/18/12

Clerk, Board of Education

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. **Public Employee Discipline/Dismissal/Release** (Govt. Code § 54957)

RECONVENE TO PUBLIC SESSION Item I.

ADJOURNMENT Item J.