



Santee School District

SCHOOLS:

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

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

**BOARD OF EDUCATION
 REGULAR MEETING
 AGENDA
 October 7, 2014**

District Mission

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

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Superintendent	
1.1. <u>Approval of Minutes</u>	14
It is recommended that the Board of Education approve meeting minutes with any necessary modifications.	

Business Services

- 2.1. **Approval/Ratification of Travel Requests** 23
It is recommended that the Board of Education ratify the authorization granted to personnel requesting out-of-district travel as listed in the item.
- 2.2. **Approval/Ratification of Revolving Cash Report** 25
It is recommended that the Board of Education approve/ratify revolving cash checks as listed.
- 2.3. **Acceptance of Donations** 27
It is recommended that the Board of Education accept donations listed in the item and authorize letters of appreciation to be sent on behalf of the Board.
- 2.4. **Approval of Consultants and General Service Providers** 29
It is recommended that the Board of Education approve agreements with Consultants and General Service Providers as presented.
- 2.5. **Approval/Ratification of Expenditure Transactions Charged to District Issued Purchasing Cards (P-Cards)** 31
It is recommended that the Board of Education approve/ratify expenditure transactions charged to District P-Cards for the month of August 2014.
- 2.6. **Adoption of Proclamation for National School Lunch Week** 36
It is recommended that the Board of Education adopt a proclamation endorsing the week of October 13-17, 2014 as "National School Lunch Week."
- 2.7. **Approval of Uniform Complaint Quarterly Report Required by the Williams Settlement** 38
It is recommended that the Board of Education approve the Uniform Complaint Report for the quarter ending September 30, 2014, and authorize administration to submit the report to San Diego County Office of Education (SDCOE).
- 2.8. **Approval of Compensation Agreement with City of El Cajon for Retention of Property Previously Owned by El Cajon Redevelopment Agency** 39
It is recommended that the Board of Education approve the Compensation Agreement with City of El Cajon for retention of property previously owned by the El Cajon Redevelopment Agency.

Capital Improvement Program

- 3.1. **Approval of Additional Services with Webb-Cleff Architecture for Pepper Drive School Admin/LRC Building Project** 46
It is recommended that the Board of Education approve additional services with Webb-Cleff Architecture and Engineering Inc. for the bidding process for the Pepper Drive School Admin/LRC building project.
- 3.2. **Adoption of Resolution No. 1415-10 to Authorize Piggyback on Palo Verde Unified School District Bid #B-111202 for Flooring** 47
It is recommended that the Board of Education adopt Resolution No. 1415-10 authorizing the procurement of flooring through the Palo Verde USD agreement.

Educational Services

- 4.1. **Ratification of Amended Nonpublic Agency Master Contract with Maxim Healthcare for Nursing Services** 49
It is recommended that the Board of Education ratify the Amended Nonpublic Agency Master Contract with Maxim Healthcare for nursing services.

- 4.2. **Approval of Amended Nonpublic Agency Master Contract with Vista Hill d/b/a Learning Assistance Center and GPS Services for Educationally Related Mental Health Services (ERMHS)** 51

It is recommended that the Board of Education approve the amended Nonpublic Agency Master Contract with Vista Hill d/b/a Learning Assistance Center and GPS Services for an additional day (.20 FTE) of a licensed therapist.

Human Resources/Pupil Services

- 5.1. **Personnel, Regular** 53

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

- 5.2. **Approval of Santee Collaborative Reinvestment Plan for the Use of LEA Medi-Cal Funds** 55

It is recommended that the Board of Education approve the Santee collaborative reinvestment plan for use of LEA Medi-cal funds.

- 5.3. **Approval of Agreements for COBRA and Custom Billing Administrative Services** 59

It is recommended that the Board of Education to approve the COBRA and Custom Billing Administrative Services agreements.

- 5.4. **Approval to Renew Annual Service Level Agreement (SLA) and Rate Increase with San Diego Fire-Rescue Department Automatic External Defibrillation (AED) / Public Access Defibrillation (PAD) Program** 89

It is recommended that the Board of Education approve the annual service level agreement and rate increase with San Diego Fire-Rescue Department AED/PAD Program.

- 5.5. **Approval of Short Term Positions** 94

It is recommended that the Board of Education approve the short term positions

- E. **DISCUSSION AND/OR ACTION ITEMS** 95

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

Superintendent

- 1.1. **Approval of Appointments to Board Advisory Committees** 96

It is recommended that the Board of Education approve the recommended appointments to Board Advisory Committees.

Business Services

- 2.1. **Approval of Agreement for Joint Use Partnership with Lakeside AYSO for Development and Use of Pepper Drive School Field** 99

This is an information item. Action, if any, is at the discretion of the Board of Education.

- 2.2. **Scheduling Process for Joint Use Fields** 111

This is an information item. Action, if any, is at the discretion of the Board of Education.

- 2.3. **City of Santee Parks and Recreation Department Buildings on District Property** 113

This is an information item. Action, if any, is at the discretion of the Board of Education.

- 2.4. **Storm Water Management Plan Update** 114

This is an information item. Action, if any, is at the discretion of the Board of Education.

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

Educational Services

- 3.1. **Leading the Learning in the 21st Century: Achieve 3000** 124
This is an information item. Any action is at the discretion of the Board of Education.

Capital Improvement Program

- 4.1. **Update on Process for Obtaining Pricing for the Construction of the Pepper Drive School Admin/LRC Building Project** 138
This is an information item. Action, if any, is at the discretion of the Board of Education.

F. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS 139

G. CLOSED SESSION 140

1. **Public Employee Discipline/Dismissal/Release** (Gov. Code § 54956)
2. **Conference with Labor Negotiator** (Gov. Code § 54957.6)
Purpose: Negotiations
Agency Negotiators: Tim Larson, Assistant Superintendent
Karl Christensen, Assistant Superintendent
Employee Organization: Santee Teachers Association (STA)
3. **Conference with Labor Negotiator** (Gov. Code § 54957.6)
Purpose: Negotiations
Agency Negotiators: Tim Larson, Assistant Superintendent
Karl Christensen, Assistant Superintendent
Employee Organization: Classified School Employees Association (CSEA)
4. **Conference with Legal Counsel – Anticipated Litigation** (Govt. Code § 54956.9)
- Two (2) cases
 - *Parcels 383-112-05 and 383-112-28 located on the north side of Prospect Avenue east of Marrokal Lane (known as the Renzulli Site)*
 - *10335 Mission Gorge Road, Santee 92071 (formerly known as Santee School Site)*
5. **Public Employee Performance Evaluation** (Govt. Code § 54957)
Superintendent

H. RECONVENE TO PUBLIC SESSION 140

I. ADJOURNMENT 140

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 21, 2014, at 7:00 p.m., in the Douglas E. Giles Educational Resource Center. Santee School District complies with the Americans with Disabilities Act. If you require reasonable accommodations including alternate formats for this meeting, contact the Superintendent's Office at (619) 258-2304 at least two (2) days before the meeting date.

Members present:

___ Fox
___ Burns
___ Ryan
___ Levens-Craig
___ El-Hajj

ITEM A. OPENING PROCEDURES

1. Call to Order and Welcome – 7:00 p.m.
2. District Mission
Santee School District assures a quality education empowering students to achieve academic excellence and to develop life skills needed for success in a diverse and changing society.
3. Presentation of the Colors and Pledge of Allegiance
4. Approval of Agenda for the October 7, 2014 regular meeting

Agenda Item A.

Item B. REPORTS AND PRESENTATIONS

The following items are presented for Board information:

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

2. Emergency Procedures and School Safety Manual

Agenda Item B.

Requests For Use Of Facilities - October 7, 2014						
Group	Location	Date	Days	Time	Attendance	Fees Applied
Cajon Park						
Girl Scouts	Classroom	9/8/14 - 6/15/15	Monday	4:30 pm - 6:00 pm	10 - 20	
Girl Scouts	Classroom	9/22/14 - 12/15/14	Monday	6:00 pm - 7:00 pm	10	
Girl Scouts (Magnolia Trails SU)	Classroom	9/24/14 - 6/10/15	Wednesday	6:00 pm - 7:00 pm	10	
Carlton Hills						
Girl Scouts	Classroom	9/18/14 - 6/11/15	Thursday	6:00 pm - 7:30 pm	15	
Higher Ground/Sonshine Haven*	Multi-Purpose	9/26/14 - 6/12/15	Friday	4:45 pm - 8:00 pm	20	
Santee Santas	Multi-Purpose	10/18/14	Saturday	9:30 am - 12:30 pm	30	
County of San Diego Registrar of Voters	Multi-Purpose	11/4/14	Tuesday	6:00 am - 10:00 pm	varies	\$50.00
Carlton Oaks						
Girl Scout Troop 5350	Classroom	9/25/14 - 6/4/15	Thursday	6:00 pm - 8:00 pm	15	
Girl Scouts	Classroom	10/2/14 - 6/4/15	Thursday	3:00 pm - 4:15 pm	10	
Higher Ground Clubs (after school club)	Classroom	10/9/14 - 6/11/15	Thursday	2:45 pm - 4:15 pm	30	
Chet F. Harritt						
Grossmont-Cuyamaca Comm College-Green Ventures	Classrooms	8/4/14 - 8/15/14	Mon - Fri	9:00 am - 12:00 pm	60	
Teachers/Parents (East Coast Trip Meeting)	Classroom	9/16/14	Tuesday	5:30 pm - 6:30 pm	30	
Pacific Hills Chess Academy	Classroom	9/19/14 - 12/19/14	Friday	2:05 pm - 3:05 pm	10	
Hill Creek						
NRG Livin It Club, Pathways Church	Classroom	9/18/14 - 6/11/15	Thursday	1:50 pm - 3:10 pm	10 - 40	
Rise City Church (One-Year Birthday Celebration)	Amphitheater	10/5/14	Sunday	4:00 pm - 6:00 pm	100 - 200	TBD
Fall Carnival - PTSA	Fields & Multi-Purpose	10/25/14	Saturday	12:00 pm - 9:00 pm	300	\$441.00
Pepper Drive						
Sonshine Haven/Higher Ground Club**	Classroom	10/3/14 - 6/12/15	Friday	2:45 pm - 4:00 pm	50	
PRIDE Academy (Prospect Avenue)						
County of San Diego Registrar of Voters	Multi-Purpose	11/4/14	Tuesday	6:00 am - 10:00 pm	varies	\$50.00
Rio Seco						
County of San Diego Registrar of Voters	Parking Lot	11/4/14	Tuesday	7:00 pm - 11:00 pm	varies	
PTSA (Holiday Shop)	Multi-Purpose	12/8/14 - 12/12/14	Mon - Fri	8:00 am - 3:00 pm	varies	
Superintendent's Office (LCAP Annual Review)	Multi-Purpose	2/24/15	Tuesday	4:00 pm - 7:30 pm		
Sycamore Canyon						
County of San Diego Registrar of Voters	Multi-Purpose	11/4/14	Tuesday	6:00 am - 10:00 pm	varies	\$50.00

* Organization previously approved August 5, 2014. This request adds additional grade levels.

** Organization previously approved September 16, 2014. This request adds additional grade levels.

Santee School District
 ENROLLMENT REPORT
 9/19/2014
 Month 2 Week 3
 School Week 4

SCHOOL	REGULAR ED														SPECIAL ED										Total All							
	TK	EAK 5yo	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	09/19/14	09/27/13	# Diff	% Diff	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	09/19/14	09/27/13	# Diff	% Diff	09/19/14	09/12/14	# Diff	
Cajon Park			88	105	117	115	99	121	104	119	108	976	993	-17	-1.7%	4	4	3	5	14	6	6	3	7	52	63	-11	-17.5%	1028	1031	-3	
Carlton Hills	25		75	58	50	47	44	45	41	84	68	537	469	68	14.5%	2	4	3	2	5	2	4	6	4	32	34	-2	-5.9%	569	568	1	
Carlton Oaks			72	60	88	69	97	87	100	95	97	765	802	-37	-4.6%	2	8	7	6	5	5	5	5	7	50	50	0	0.0%	815	815	0	
Chet F Harritt	24		82	60	60	60	70	48	64	42	47	557	544	13	2.4%	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	557	554	3
Hill Creek	24		81	73	78	74	85	75	89	90	70	739	708	31	4.4%	0	2	1	1	3	3	1	0	0	11	10	1	10.0%	750	749	1	
Pepper Drive	5		68	131	102	95	100	98	68	87	68	822	798	24	3.0%	0	0	0	0	0	0	1	5	0	6	10	-4	-40.0%	828	829	-1	
Prospect Ave	24		66	71	83	65	53	61	52	53	47	575	566	9	1.6%	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	575	572	3	
Rio Seco			90	112	108	119	83	101	106	99	111	929	936	-7	-0.7%	1	3	3	11	5	7	8	5	9	52	46	6	13.0%	981	981	0	
Sycamore Canyon			49	52	48	55	53	38	39	0	0	334	327	7	2.1%	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	334	337	-3	
SUBTOTAL	102	0	671	722	734	699	684	674	663	669	616	6234	6143	91	1.5%	9	21	17	25	32	23	25	24	27	203	213	-10	-4.7%	6437	6,436	1	
Alternative School			5	1	7	2	4	7	3	2	4	35	37	-2	-5.4%														35	36	-1	
Santee Success									2	6		8	1	7	700.0%										0	1	-1	-100.0%	8	7	1	
NPS												0	0								1	2	3	6	1	5	500.0%	6	6	0		
SUBTOTAL			5	1	7	2	4	7	3	4	10	43	38	5	13.2%	0	0	0	0	0	1	0	2	3	6	2	4	200.0%	49	49	0	
TOTAL	102	0	676	723	741	701	688	681	666	673	626	6277	6,181	96	1.6%	9	21	17	25	32	24	25	26	30	209	215	-6	-2.8%	6486	6485	1	

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

	PK	EAK 4yo	Total All
Cajon Park	0	0	1028
Carlton Hills	0	0	569
Chet F Harritt	0	0	557
Hill Creek	0	0	750
Prospect Ave	0	0	575
Sycamore Canyon	36	0	370
Total PK/EAK	36	0	

Total Enrollment Including PK
6522

Schedule of Upcoming Events

Date	Event
October 7	Board Meeting; 7:00 p.m.
October 11	Salute to Teachers 7:00 – 9:00 p.m. at Balboa Theatre
October 21	Board Meeting; 7:00 p.m.
November 4	Board meets with Principals; 6:00 p.m. Board Meeting; 7:00 p.m.
November 10	Professional Day – No School
November 11	Veterans' Day Holiday Schools and Departments Closed
November 18	Student Forum; 6:00 p.m. Board Meeting; 7:00 p.m.
November 24-28	Schools Closed for Thanksgiving Holiday District Offices closed November 26-28
December 8-12	Parent/Teacher Conference Week Schools on Modified Days
December 13-14 December 14-16	California School Boards Association Delegate Assembly California School Boards Association Annual Education Conference
December 16	Board Meeting; 7:00 p.m. Board Organizational Meeting for 2015
Dec 22 – Jan 5	Schools and Departments Closed for Winter Break
January 5	Students Return from Winter Break
January 16	Professional Day – No School

Reports and Presentations Item B.2.
Prepared by Dr. Cathy Pierce
October 7, 2014

Emergency Procedures and School Safety
Manuals

BACKGROUND:

Over the past several months the Superintendent's Office has worked to develop a District Emergency Operations Plan to prepare for, respond to, and recover from emergencies and/or disasters. The Emergency Operations Plan establishes and sets forth the emergency management organization and assigns responsibilities for response functions to meet the needs and safety of students and staff during and after emergency situations.

During the development of the District Emergency Operations Plan, the Administration and Staff RedBook Emergency Manuals for the sites have been reviewed and revised.

Tonight, Linda Vail, Project Coordinator, will present a summary of the Santee School District Emergency Operations Plan to the Board of Education.

Agenda Item B.2.

Item C. PUBLIC COMMUNICATION

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.

Item D. CONSENT ITEMS

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

Agenda Item D.

Consent Item D.1.1. Approval of Minutes
Prepared by Cathy A. Pierce, Ed.D.
October 7, 2014

BACKGROUND:

Presented for Board approval –

- October 1, 2014, special meeting minutes
- September 16, 2014, regular meeting minutes

RECOMMENDATION:

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

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

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

October 1, 2014
MINUTES

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

A. OPENING PROCEDURES

1. Call to Order and Welcome
President Fox called the meeting to order at 6:00 p.m.

Members present:

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

Administration present:

Dr. Cathy Pierce, Superintendent and Secretary to the Board
Karl Christensen, Assistant Superintendent, Business Services

B. PUBLIC COMMUNICATION

During this time, citizens are invited to address the Board of Education about any item on this special meeting agenda. There was no public communication.

C. CLOSED SESSION

The Board entered closed session for the following:

1. **Conference with Legal Counsel – Anticipated Litigation (Govt. Code § 54956.9)**

- *Two (2) cases:*

- *Parcels 383-112-05 and 383-112-28 located on the north side of Prospect Avenue east of Marrokal Lane (known as the Renzulli Site)*
- *10335 Mission Gorge Road, Santee 92071 (formerly known as Santee School Site)*

D. RECONVENE TO PUBLIC SESSION AND ADJOURNMENT

The Board reconvened to public session. No action was taken. The October 1, 2014 meeting was adjourned.

Barbara Ryan, Clerk

Cathy A. Pierce, Ed.D., Secretary

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

September 16, 2014
MINUTES

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

A. OPENING PROCEDURES

1. Call to Order and Welcome

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

Members present:

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

Administration present:

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

2. President Fox invited the audience to recite the District Mission and then invited Mike Gilson, of Pathways Community Church, to lead the members, staff, and audience in the Pledge of Allegiance.

3. Approval of Agenda

President Fox shared the order of the Discussion and Action items were rearranged. It was moved and seconded to approve the agenda.

Motion: Burns

Second: Ryan

Vote: 5-0

Fox	Aye	Levens-Craig	Aye
Burns	Aye	El-Hajj	Aye
Ryan	Aye		

Superintendent Pierce shared attending the Let's Move! Active Schools Leadership Roundtable conference in Washington, D.C. She shared being part of a roundtable discussion with the President's Council and a variety of other attendees on physical fitness, health, and nutrition.

B. REPORTS AND PRESENTATIONS

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

2. 5th Annual School Beautification Day Appreciation

Karl Christensen shared that on Saturday, August 23rd, over 400 volunteers worked at seven of our campuses to beautify them for the start of school. This was the 5th annual School Beautification Day coordinated by Pathways Community Church. Entities that participated in this year's event were:

- Riverview Community Church
- Boy Scout Eagles Troop 36
- Church of Jesus Christ of Latter Day Saints
- Fletcher Hills Presbyterian Church

- Carlton Hills Baptist Church
- San Diego Christian College
- Pathways Community Church

Jeff Atkins and Mike Gilson, representing Pathways Community Church, played a video to highlight the event and presented the Board and Executive Cabinet with t-shirts. The Board thanked these organizations for another School Beautification Day. Santee School District greatly appreciates the efforts of over 400 volunteers from these organizations who worked to freshen and rejuvenate the visual appearance around the schools and prepare them for the first day of school each fall. President Fox presented appreciation certificates.

3. Maintenance and Operations Department Update

Christina Becker, Director of Maintenance and Operations, provided an update on the department's accomplishments, challenges, and upcoming plans. Mrs. Becker discussed the department's summer projects included a focus on waste reduction of water and energy. She explained the department worked on implementing security projects such as fencing, signage, bell programs, gate signs, lock boxes, keyway and lock changes, and dark out curtains and blinds to address lockdown needs. Projects at Rio Seco included floor stain work in the junior high building, installation of artificial turf for the reading garden expansion, painting interiors of all child care relocatable classrooms, and replaced ceiling and ductwork in one childcare room. Repairs at Chet F. Harritt included completion of the snack bar and ball field scoreboards and removable fencing installation; new ceiling and interior wall and completion of the storage/office/conference building. Maintenance and Operations staff completed STEAM classroom sinks and counters in four relocatable classrooms, painted walls, contracted for new flooring, connected new sewer and water lines to relocatable classrooms. Mrs. Becker shared the play equipment was delivered and installed at Carlton Hills; and extensive work was completed to create the new kinder play area. Future projects include HVAC equipment replacements, carpet tile and flooring replacements at the District Office and Educational Resource Center. She mentioned there are approximately 250 work orders in progress at all times. In 2013-14, there were 2,676 work orders completed. Currently, there are approximately 595 work orders submitted. Mrs. Becker extended her gratitude towards Board of Education for their support of staffing and maintenance funds; and to the maintenance and operations staff for their contributions to the success of the district. The Board commended Mrs. Becker and maintenance and operations staff for their hard work and dedication.

C. PUBLIC COMMUNICATION

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

D. PUBLIC HEARINGS

1. Compliance with Education Code Section 60119 (Williams Settlement): K-12 Textbook and Instructional Materials Funding Realignment Program

President Fox opened the public hearing on Compliance with Education Code Section 60119 (Williams Settlement): K-12 Textbook and Instructional Materials Funding Realignment Program. There were no public comments. The public hearing was closed.

E. CONSENT ITEMS

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

- 1.1. Approval of Minutes
- 2.1. Approval/Ratification of Travel Requests
- 2.2. Approval/Ratification of Expenditure Warrants
- 2.3. Approval/Ratification of Purchase Orders
- 2.4. Approval/Ratification of Revolving Cash Report
- 2.5. Acceptance of Donations
- 3.1. Certification and Adoption of Resolution of Sufficiency of Instructional Materials 2014-15

- 3.2. **Approval of 2015 Early Admittance to Kindergarten Program**
- 4.1. **Personnel, Regular**
- 4.2. **Approval of Memorandum of Understanding for Revisions to Article 18, Health and Welfare Benefits in the Classified Bargaining Agreement**
- 4.3. **Approval of Agreement with CompuClaim to Provide Claims Administration Services for the Medi-Cal Billing Option Program**
- 4.4. **Adoption of Resolution Authorizing the District to Become a Partner with the County of San Diego's Live Well San Diego Initiative**
- 4.5. **Approval to Increase Work Hours for Identified Classified Non-Management Position**

It was moved and seconded to approve Consent Items with the exception of items E.1.1. Approval of Minutes; and E.4.1 Personnel, Regular, and which were pulled for separate consideration.

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

1.1. **Approval of Minutes**

Member Burns asked that the minutes be corrected to reflect the separate votes on item F.1.1. Second Reading: Revised BP 6163.4 – Student Use of Technology.

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

4.1. **Personnel, Regular**

Member Burns welcomed Angelo Benedetto as the new vice principal at Carlton Hills.

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

F. **DISCUSSION AND/OR ACTION ITEMS**

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

Human Resources/Pupil Services

1.1. **Acceptance of 2013-14 School Program Services Year-End Report**

Tim Larson, Assistant Superintendent, explained the pupil services department provides an annual year-end report on various aspects of our student population. He expressed his gratitude towards Sue Sarmiento for her work in gathering the data and compiling the report.

Mr. Larson highlighted some areas of the report. In 2013-14, there were approximately 800 students on interdistrict permits. Of which, 505 were from Cajon Valley Union and 347 were from Lakeside Union. There were 105 students on intradistrict (between schools in Santee) permits.

He shared there were 552 students in independent study. The report showed a decrease on habitual truants at PRIDE Academy. However, truancy increased at Pepper Drive from 14 in 2012-13 to 29 in 2013-14.

There were 281 students suspended in 2013-14. Of which, 130 were for fighting. Mr. Larson shared Chet F. Harritt and Pepper Drive showed a significant reduction in suspensions. Member Burns encouraged administration to work with the new administrators on consistency of consequences. Mr. Larson mentioned he and John Schweller are meeting monthly with the vice principals and one of the items of discussion would be district-wide consistency on discipline. He shared there were 43 administrative reviews and five students were brought forth for expulsion hearings.

Member Burns asked if next year's report could include a comparisons from the prior year.

Mr. Larson explained this information would be used in setting LCAP goals. Member Burns moved to accept the report.

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

Business Services

2.1. Revisions to Proposition 39 Five Year Expenditure Plan

Karl Christensen explained the Board approved the district's five year Prop 39 Expenditure Plan for submission to the California Energy Commission at the August 19, 2014 meeting. The plan incorporated a project for replacing the HVAC systems at both the Educational Resource Center and district office. The total estimate for this project was approximately \$237,000 and the plan estimated that there would be about \$135,000 remaining of unspent Prop 39 funds.

During the design process, it was discovered that the Energy Audit completed for the district office portion contemplated refurbishment of the existing HVAC system and keeping the existing ductwork rather than complete replacement. The team determined that the money would be better spent with a complete replacement but this increases the project cost to an estimated amount of \$334,863. This increase would be funded by Prop 39 leaving only approximately \$37,000 in remaining unspent funds. Since the measures and projects included in the submitted plan must match those contained in the Energy Audit, the team asked for the Energy Audit to be revised and therefore a revision to the Prop 39 plan is needed before submittal to the California Energy Commission. In addition, it is possible that further revisions to the plan would be needed after the California Energy Commission reviews it and the design process continues.

Mr. Christensen asked the Board for authorization to revise the Prop 39 plan, if needed, upon the review by the California Energy Commission, without obtaining Board approval so long as:

- The revision does not add or delete an energy efficiency measure
- The revision does not significantly alter the intent or outcome of an energy efficiency measure
- The revision does not increase the estimated Net District Share amount

Mr. Christensen clarified that Administration is asking for two actions with this item: 1) approve the current revision to increase the project cost for the district office/educational resource center HVAC replacement project to incorporate a complete replacement; and 2) authorize Administration to make other necessary revisions as long as the previously mentioned criteria are met.

Member El-Hajj inquired on the expected changes and mentioned she would support the revisions if the increase is not more than \$5,000. She moved approval.

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

2.2. Possible Funding and Joint Use Partnership for Installation of Grass Field at Pepper Drive School

Mr. Christensen shared Ted Hooks, Principal of Pepper Drive, and Christina Becker, Director of Facilities have been working hard to formulate a plan to replace the grass field at Pepper Drive that was removed with construction of the new 10-classroom addition. He explained the first step was to try and find water and install a water well for irrigation; which turned out favorable and the equipment and well are currently being installed.

Last Friday, staff met with County Supervisor Dianne Jacob who had put the district in contact with the Lakeside AYSO as a possible joint use partner for this field. During that meeting, she verbally committed the County to providing \$200,000 towards the cost of the grass field if the District would enter into an agreement with Lakeside AYSO and attempt to find other funding partners. The President of Lakeside AYSO, Jim Schiling, was also present at the meeting with Supervisor Jacob.

Mr. Christensen shared the overall budget for the project is estimated at \$425,000 and \$130,000 of this amount pertains to the water well. He explained if the water well cost is assumed to be borne by the District, the additional amount needed is approximately \$95,000. If we want to obtain full funding for the project without use of District funds, the additional amount needed is about \$225,000.

Mr. Christensen clarified this item is informational only. However, Administration would also like to see if the Board is generally supportive of a partnership with the Lakeside American Youth Soccer Association (AYSO) for this project. If so, the district would plan to bring a joint-use agreement forward for Board consideration at either the October 7th or October 21st meeting.

Member Ryan asked if Supervisor Jacob's monetary commitment was firm and contingent upon partnership with Lakeside AYSO. Mr. Christensen shared Supervisor Jacob encouraged them to seek partners for funding but did not specify if it was contingent to partnering with Lakeside AYSO. Member Levens-Craig questioned if the District would have first priority for use of the field. Mr. Christensen explained the agreement can be developed in that manner. President Fox mentioned the local AYSO does not have enough fields and would like to see all the AYSOs meet and discuss. Member Burns asked that the agreement and all aspects of the field be handled by the district; and shared he supports seeking additional funding. Ted Hooks, Principal at Pepper Drive, mentioned the AYSOs have been working together and Jim Schilling was asked to come as a representative for all AYSOs.

The Board stressed their support for a partnership with the Lakeside AYSO and encouraged Mr. Christensen to move forward in obtaining additional funding.

Capital Improvement Program

3.1. Initiation of Process to Obtain Pricing for Construction of the Pepper Drive School Admin/LRC Building

Mr. Christensen explained that at the last Board meeting, discussion was held regarding possible next steps for obtaining pricing for the Pepper Drive Admin/LRC building project in order to retain the \$1.1 million joint use State Grant available to the district. The two options for this were a traditional bid process or an amendment to the existing lease/lease back agreement with Balfour Beatty.

During the discussion, Administration heard four parameters emerge to consider in the decision-making: 1) Obtain the best price and value possible, given the circumstances; 2) Ensure the District is shielded from significant financial obligation until and unless the Renzulli land sale proceeds are received or certain; 3) Minimize the risk for change orders and contractor non- or sub-standard performance; and 4) Make a concerted effort to preserve the on-going partnership with Balfour Beatty Construction as long as parameter #1 is not violated.

Since that meeting, the district has taken three actions. First, staff met with the District's facilities attorney to determine if a traditional bid process could be configured to allow awarding of the contract at the December 16th Board meeting but make the District's financial obligation for the contract contingent on receiving Renzulli land sale proceeds and issuing a Notice to Proceed. The attorney confirmed that this is possible and not that unusual. Second, staff met with Balfour Beatty Construction to discuss ideas and reduce the risk of another bid result being significantly higher than the estimate; similar to what occurred in 2012. Balfour Beatty Construction's staff stressed their commitment to help the District obtain the best price and value possible as well as solve the dilemma of uncertain District funding and a deadline of December 18th to contract in order to obtain the \$1.1 million grant. They expressed an ability to scale down their general conditions costs through reduced staffing and construction office configuration as well as expanding the pool of sub-contractors to obtain pricing from a larger number of participants. Mr. Christensen shared the meeting was very positive and was very optimistic the lease/lease-back method may be a viable option for obtaining good pricing and value as well as reducing risk for this challenging dilemma.

Mr. Christensen shared a decision matrix to summarize the various factors, variables, risks, and rewards relevant to the decision-making. After further consideration and to honor the four decision-making parameters, administration would like to give Balfour Beatty Construction the first opportunity to develop preliminary pricing and a conceptual plan for consideration. Mr. Christensen explained if a preliminary guaranteed maximum price can be developed around the first week of October, it may still leave enough time to take one of two actions before the December 16th Board meeting:

- Refine and reduce the guaranteed maximum price through further sub-contractor negotiation, value-engineering efforts, and strategizing with Balfour Beatty Construction, or
- Initiate a traditional bid process

He clarified Administration is seeking direction as to whether the Board is supportive of this revised plan for first obtaining pricing for consideration through the lease/lease back process with Balfour Beatty Construction.

Member Ryan mentioned the information sounded fair and provided an option for a traditional bid, if necessary. The Board was supportive of the information and provided Mr. Christensen with direction to move forward.

G. BOARD COMMUNICATION

Superintendent Pierce shared the proposed meeting dates with the Principals and student forums. She inquired on the discussion topics. Member Levens-Craig mentioned she would like to hear about campus morale with the transition to common core, SBAC testing, and the implementation of technology. Member Burns asked that the meeting not be a one-way conversation and shared the Principals' input assists the Board in their decision making. Superintendent Pierce clarified that the meeting would be a two-way dialogue on SBAC testing, common core, and implementation of technology. Member Levens-Craig suggested hearing from the students on the changes in the classroom with the implementation on common core. Member Burns mentioned he would like to have additional time to consider the topics and asked that the discussion continue at the next Board meeting.

Superintendent Pierce mentioned the new regulations implemented for child nutrition services lead to a cost for Board meeting snacks and shared alternate options. The Board asked that that staff proceed with the lower cost option.

Superintendent Pierce proposed holding a budget workshop on February 5, 2015 at 5:30 p.m.

Member Ryan discussed an email from a parent regarding the algebra classes. She asked if staff had reached out to Grossmont Union High School District to coordinate classes. Superintendent Pierce shared speaking to Grossmont Union High School District staff and the students would have the option to continue math classes at Santana and West Hills, based on availability. The Board asked administration to be proactive in working with Grossmont Union High School District and sharing options with parents. Superintendent Pierce mentioned this topic was scheduled to be discussed at an upcoming East County Superintendents' meeting. Dr. Pierce shared staff was working in collaboration with Grossmont High School District staff in finding ways to meet the students' needs.

Member Ryan shared information on the D68 virus. She mentioned the virus is affecting newborns to 16 year olds. Member Ryan shared the flu-like symptoms and controversy on whether the virus is resistant to hand sanitizer. Superintendent Pierce mentioned the district would be proactive in taking precautionary measures.

Member Levens-Craig mentioned joining the Cajon Park PTA membership and encouraged the other Board members to join the school PTAs. She shared attending the Grossmont Community College Chancellor's Advisory Council and would be attending the California STEM two-day symposium. Member Levens-Craig mentioned she and President Fox would be attending their last Masters In Governance course; and would be joining the Chet F. Harritt seventh- and eighth-grade students on their fieldtrip to the *Think of It* lab at Qualcomm.

Member Burns mentioned visiting a couple of schools during the hot weather. He commended staff for their patience with the students and for taking the proper precautions in keeping the students cool. Member Burns mentioned he received several calls from parents inquiring if the district would be on a modified schedule because of the heat. He asked that administration put a pro-active plan in place to communicate information to parents via school messenger and/or social media. Member Burns asked that the Board discuss the use of the school fields and having city buildings on district property at the next meeting.

H. CLOSED SESSION

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

1. Public Employee Discipline/Dismissal/Release (Gov. Code § 54957)
2. Conference with Labor Negotiator (Gov't Code § 54957.6)
Agency Negotiators: Karl Christensen, Assistant Superintendent; and Tim Larson, Assistant Superintendent
Employee Organization: Santee Teachers Association
3. Conference with Labor Negotiator (Govt Code § 54957.6)
Agency Negotiators: Karl Christensen, Assistant Superintendent; and Tim Larson, Assistant Superintendent
Employee Organization: Classified School Employees Association
4. Conference with Real Property Negotiators (Govt Code § 54956.8)
Property Address:
 - Parcels 383-112-05 and 383-112-28 located on the north side of Prospect Avenue east of Marrokal Lane (known as the Renzulli Site)
 - 10335 Mission Gorge Road, Santee 92071 (formerly known as Santee School Site)Agency Negotiator: Karl Christensen, Assistant Superintendent
5. Public Employee Performance Evaluation (Govt Section § 54957)
Superintendent

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

J. RECONVENE TO PUBLIC SESSION

The Board reconvened to public session at 10:30 p.m. No action was reported.

K. ADJOURNMENT

The September 16, 2014 regular meeting adjourned at 10:30 p.m.

Barbara Ryan, Clerk

Cathy A. Pierce, Ed.D., Secretary

Consent Item D.2.1. Approval/Ratification of Travel Requests
Prepared by Karl Christensen
October 7, 2014

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 \$6,466 as disclosed on the following page.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.1.

Board Travel Report - October 7, 2014

Travel Dates	Attendees	Site or Dept.	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Travel
Thursday, 10/01/14	Renee Steel	Ed Services	Functional and Practical Assessment in School and Reduction of Aberrant Behavior	Seal Beach	\$0	\$216	Special Education	This workshop will address ways for behavior analysts to implement functional behavioral assessments in a variety of settings.
Various, 10/02/14 - 03/12/15 (5 sessions)	Sherry Thompson	Ed Services	School Nurse Orientation and Review	SDCOE	\$0	\$315	Special Education	This is a 5-day course in school nursing.
Thursday, 10/23/14	Dr. Cathy Pierce Dr. Stephanie Pierce Eileen Moreno Dan Prouty	Superintendent Ed Services Ed Services Ed Services	Superintendents' and Principals' Forum-Building Systems to Improve Teaching and Learning	San Diego	\$0 \$0 \$0 \$0	\$64 \$64 \$64 \$64	Superintendent's Office Superintendent's Office Superintendent's Office Superintendent's Office	This conference will provide district-wide and school-wide systems that effectively support the teaching and learning environment.
Wednesday, 10/29/14	Stacie Bartfeld Andrea Larkin	CFH HC	Autism and Applied Behavior Analysis	San Diego	\$0 \$0	\$205 \$205	Medi-Cal LEA Medi-Cal LEA	This workshop will provide cost effective approaches to teach new skills and behaviors.
Various, 11/04/14 - 05/12/15 (4 sessions)	Hope Michel Renee Steel	Ed Services Ed Services	San Diego Council Administrators of Special Education	San Diego	\$0 \$0	\$182 \$182	Special Education Special Education	This 4-session workshop will focus on effective communication practices of high performing teams.
Monday, 11/10/14	John Schweller Meredith Riffel Ed Gigliotti Kirsten Stretton Carrie Thompson David Reisman Veronica Shibley Loretta Klosterman Sarah Yang	Pupil Services Ed Services PRIDE CP CFH SW Intern SW Intern SW Intern SW Intern	Gay, Lesbian, and Straight Education Network	SDCOE	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	\$28 \$28 \$28 \$28 \$28 \$28 \$28 \$28 \$28	DODEA DODEA DODEA DODEA DODEA DODEA DODEA DODEA DODEA	This workshop will provide training on bullying and harassment as well as compliance information on the Fair Education Act, SB 48.
Mon-Tues, 12/08/14 - 12/10/14	Eileen Moreno Bonner Montler Dr. Stephanie Pierce* *attending 12/9 & 12/10	Ed Services Ed Services Ed Services	2014 Accountability Leadership Institute and Launching the ELA/ELD Framework	San Diego	\$0 \$0 \$0	\$592 \$592 \$211	Educational Services Educational Services Educational Services	This 3-day conference will focus on instructional strategies for leading the learning of the English Learners.
Travel Requests That Require Airfare/Trainfare; Overnight Stay; and/or Travel Outside of the State of California								
Wed-Fri, 10/08/14 - 10/10/14	Tim Larson	Human Resources	2014 Personnel Institute	Irvine	\$0	\$1,267	Human Resources	The Personnel Institute will offer interactive as well as workshop sessions that provide information on a variety of current HR issues.
Wed-Fri, 10/08/14 - 10/10/14	Hope Michel	Special Education	Critical Issues Conference	Palm Springs	\$0	\$539	Special Education	This 3-day conference will focus on critical special education issues.
Wed-Thurs, 11/05/14 - 11/06/14	Christina Becker	M&O	Green California Schools Summit	Pasadena	\$0	\$427	Maint, Opers & Facilities	This conference will provide information on Prop 39 best practices, water conservation, funding for 'green' schools, and implementing a 'Green' school environment.
Wed-Fri, 02/11/15 - 02/13/15	Dr. Stephanie Pierce	Ed Services	CISC Leadership Symposium 2015	Garden Grove	\$0	\$1,025	Educational Services	This 3-day conference will focus on the latest shifts in education and models of innovative action.

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 #22344 through #22347 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 \$551.71 as disclosed on the following report.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.2.

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

Date	Number	Name	Memo	Amount
09/12/14	22344	Vons	Lorene Foster Children's Fund	100.00
09/12/14	22345	WalMart	Lorene Foster Children's Fund	150.00
09/19/14	22346	Vons	Lorene Foster Children's Fund	150.00
09/12/14	22347	WalMart	Lorene Foster Children's Fund	150.00

Total Checks Written \$550.00

Bank Fees 1.71

Total to be Reimbursed \$551.71

Consent Item D.2.3. Acceptance of Donations
 Prepared by Karl Christensen
 October 7, 2014

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>
6 th Grade Campership Funds	\$300.00	Kelly Sele	Carlton Oaks School
Funds to Support the Arts Attack Program	\$300.00	Danielle and Curt Thomas	Carlton Oaks School
Funds to Support the Instructional Program:			
- 20 gift cards in the amount of \$50 each given to teachers for classroom supplies	\$1,000.00	Walmart	Chet F. Harritt School
- Funds for Recording Observation Kits for Exploration of Rocks and Fossils	\$510.39	Donorschoose.org	
- Apple iPod Shuffle and (6) Sony Ear Bud headphones	\$397.01	Donorschoose.org	
- 12 Casio SA-76 Keyboards	\$693.24	Donorschoose.org	
Funds to Support the Science and Technology Programs	\$929.00	Incose Foundation	Chet F. Harritt School
	\$1,000.00	Walmart	
Funds to Support the Instructional Program	\$1,062.31	Target	Pepper Drive School
	\$250.00	Semper Energy Foundation	
TOTAL DONATIONS RECEIVED	\$6,441.95		

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:

Educational Achievement

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

Fiscal Accountability

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

FISCAL IMPACT:

The donations above are valued at \$6,441.95.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.3.

BACKGROUND:

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

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

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

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

RECOMMENDATION:

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

This recommendation supports the following District goals:

Educational Achievement

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

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact is disclosed on the attached page.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.4.

Consultant / General Service Provider Report
 October 7, 2014

Vendor Name	Type (Consultant or General Service Provider)	Description of Services	Date(s) of Service	Amount	Funding	Payment Type (Independent Contractor or Employee)
Brian Tash	Consultant	Mathematics Professional Development	09/30/14 - 02/03/15	Not to Exceed \$12,000	Professional Development - Educational Services	Independent Contractor
Mary Lautenbach	Consultant	Braille Transcribing	07/01/14 - 06/30/15	\$20/hour - Not to Exceed \$5,000	Special Education	Employee
EduDance Classrooms in Motion	General Service Provider	Ballroom Dance	09/17/14 - 12/15/14	Not to Exceed \$3,420	PD Donations	Independent Contractor

BACKGROUND:

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

RECOMMENDATION:

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

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

There were 174 transactions totaling \$37,372.56 charged to various funds.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.5.

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20140807	ABEL,CATHY	CHILD NUTRITION	SPROUTS FARMERS MARK	11 72	Food
20140808	ABEL,CATHY	CHILD NUTRITION	WAL_MART #1917	27 71	Food
20140810	ABEL,CATHY	CHILD NUTRITION	SMARTNFINAL39810803989	11 43	Foam Coolers
20140810	ABEL,CATHY	CHILD NUTRITION	OFFICE DEPOT #908	62 62	Cork Board
20140810	ABEL,CATHY	CHILD NUTRITION	OFFICE DEPOT #908	26 67	Office Supplies
20140815	ABEL,CATHY	CHILD NUTRITION	CHEF CITY	55 53	Kitchen Supplies Tong Oven Mitts
20140817	ABEL,CATHY	CHILD NUTRITION	SEARS COM 9301	213 82	Microwave 2 each
20140817	ABEL,CATHY	CHILD NUTRITION	SEARS COM 9300	652 91	20 6 cu ft upright freezer
20140820	ABEL,CATHY	CHILD NUTRITION	FOOD4LESS #0349	1 94	Grapes
20140822	ABEL,CATHY	CHILD NUTRITION	WAL-MART #2253	51 20	Food for Welcome Back Mtg & New Hummus Recipe
20140827	ABEL,CATHY	CHILD NUTRITION	RESTAURANT DEPOT	102 33	Pizza Pans
20140828	ABEL,CATHY	CHILD NUTRITION	SMARTNFINAL39810803989	26 03	Pumps
20140829	ABEL,CATHY	CHILD NUTRITION	OFFICE DEPOT #5125	69 15	Office Supplies
20140829	ABEL,CATHY	CHILD NUTRITION	SPROUTS FARMERS MARK	19 96	Gluten Free Products
				1,333.02	
20140825	ALBERT,DIANN L	PRIDE ACADEMY	SMARTNFINAL39810803989	27 44	Storage totes
20140825	ALBERT,DIANN L	PRIDE ACADEMY	SMARTNFINAL39810803989	64 02	Storage totes
				91.46	
20140805	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	BARNES & NOBLE #2135	602 64	Supplies for PLT meeting
20140807	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	FOOD4LESS #0349	4 30	Supplies for PLT meeting
20140808	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	SMARTNFINAL39810803989	127 19	Supplies for PLT meeting
20140810	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	RUBIO'S #249	445 50	Catering for PLT/Secretaries meeting
20140811	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	SOUTHWES	80 10	Travel for Member Levens-Craig from CSBA Conf
20140812	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	ALASKA A	88 10	Travel for Member Levens-Craig to CSBA Conf
20140812	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	DOLRTREE 3194 00031948	6 48	Supplies for PLT meeting
20140812	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	99 CENTS ONLY STORES #	6 54	Supplies for PLT meeting
20140813	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	RUBIO'S #249	118 80	Catering for Board/Cabinet Retreat
20140813	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	SOUTHWES	160 20	Travel for Supt to/from CSBA Conf
20140813	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	BARNES & NOBLE #2135	(372 00)	Returned items purchased for PLT meeting
20140813	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	DOLRTREE 3757 00037572	7 61	Supplies for PLT meeting
20140814	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	VONS STORE00018978	10 30	Supplies for PLT meeting
20140814	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	DOLRTREE 3194 00031948	5 40	Supplies for PLT meeting
20140814	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	SMARTNFINAL39810803989	36 27	Supplies for PLT meeting
20140815	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	PARTY CITY	4 28	Supplies for PLT meeting
20140817	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	PARTY CITY	77 53	Supplies for PLT meeting
20140820	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	FOOD4LESS #0349	22 58	Supplies for Board meeting
20140825	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	BARNES & NOBLE #2135	(243 00)	Returned items purchased for PLT meeting
20140827	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	SOUTHWES	393 70	Travel for Supt Pierce to attend the Let's Move! Active Schools Leadership Roundtable in Washington, DC
20140828	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	VONS STORE00018978	5 00	Supplies for Board meeting
20140828	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	OGGI'S SANTEE	115 04	Catering for Board workshop
20140829	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	AMAZON COM	77 89	Supplies for Board meeting
20140831	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	SOUTHWES	195 20	Travel for Board Member Ryan to/from Delegate Assembly in San Francisco
20140831	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	SOUTHWES	20 00	Travel for Supt Pierce to attend California City School Supts' meeting
				1,995.65	
20140829	AVILA,EVONN	BUSINESS SERVICES	WALMART COM	(100 45)	Returned office furniture
				(100.45)	
20140810	BAKER,HOPE	OST PROGRAMS	MICHAELS STORES 3256	173 77	OTHER/INSTRUCTIONAL
20140811	BAKER,HOPE	OST PROGRAMS	OFFICE DEPOT #908	65 12	OTHER INSTRUCTIONAL
20140817	BAKER,HOPE	OST PROGRAMS	WAL-MART #1917	264 88	OTHER/INSTRUCTIONAL
20140825	BAKER,HOPE	OST PROGRAMS	WAL-MART #1917	245 24	OTHER/INSTRUCTIONAL
20140825	BAKER,HOPE	OST PROGRAMS	OFFICE DEPOT #908	124 46	OTHER/OFFICE
				873.47	
20140807	BECKER,CHRISTINA	FACILITIES & MAINTENANCE	4702 ALLIEDJAMS	827 93	Safety - Rio Seco PS3
20140815	BECKER,CHRISTINA	FACILITIES & MAINTENANCE	AMAZON COM	58 29	Uniforms - Maintenance stock
20140821	BECKER,CHRISTINA	FACILITIES & MAINTENANCE	IN *NATIONAL SYNTHETIC	3 377 58	Artificial Turf - Rio Seco Reading Garden (NOTE: Bill to Rio Seco ASB Reading Garden)
20140824	BECKER,CHRISTINA	FACILITIES & MAINTENANCE	AMAZON COM	(51 71)	Return (Credit) Work Uniforms/Clothing - Eric Smith (New Employee)
20140825	BECKER,CHRISTINA	FACILITIES & MAINTENANCE	AMAZON COM	73 53	Work Uniforms/Clothing - New Employee Eric Smith
20140826	BECKER,CHRISTINA	FACILITIES & MAINTENANCE	VULCAN CONSTRUCTION MA	1 544 40	Grounds Supplies - Carlton Hills School Volunteer Beautification Day
20140826	BECKER,CHRISTINA	FACILITIES & MAINTENANCE	WORKING PERSONS STORE	304 32	Maintenance Work Rain Gear/Clothing - Bryce Storm (new employee)
				6,134.34	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20140803	BRASHER,PAMELA	OST PROGRAMS	CIRCLE K 2955	27.97	WALKING FIELD TRIP FOR OST STUDENTS
20140811	BRASHER,PAMELA	OST PROGRAMS	WAL-MART #3084	78.00	OTHER/INSTRUCTIONAL
20140811	BRASHER,PAMELA	OST PROGRAMS	WAL-MART #5996	53.13	OTHER/INSTRUCTIONAL
20140813	BRASHER,PAMELA	OST PROGRAMS	DOLRTREE 2982 00029827	64.80	OTHER/INSTRUCTIONAL
20140813	BRASHER,PAMELA	OST PROGRAMS	MICHAELS STORES 3851	142.72	OTHER/INSTRUCTIONAL
20140819	BRASHER,PAMELA	OST PROGRAMS	WAL-MART #1917	260.17	OTHER/INSTRUCTIONAL
20140819	BRASHER,PAMELA	OST PROGRAMS	WAL-MART #1917	103.67	OTHER/INSTRUCTIONAL
20140819	BRASHER,PAMELA	OST PROGRAMS	WAL-MART #1917	161.65	OTHER/INSTRUCTIONAL
20140819	BRASHER,PAMELA	OST PROGRAMS	WAL-MART #1917	81.41	OTHER/INSTRUCTIONAL
20140827	BRASHER,PAMELA	OST PROGRAMS	WAL-MART #1917	7.36	Split - PS FOOD SUPPLIES (8.18%)
20140827	BRASHER,PAMELA	OST PROGRAMS	WAL-MART #1917	82.64	Split - PS OTHER/INSTRUCTIONAL (91.82%)
				1,063.52	
20140808	BROGAN-BARANSKI,K	CARLTON OAKS	AMAZON MKTPLACE PMTS	162.00	Furniture for personalized learning space
20140810	BROGAN-BARANSKI,K	CARLTON OAKS	ALOFT HARLEM	1,618.25	Hotel expense for two teachers attending Writer's Workshop in New York
20140817	BROGAN-BARANSKI,K	CARLTON OAKS	TEACHERSPAYTEACHERS	110.50	Common Core Literature Materials
20140818	BROGAN-BARANSKI,K	CARLTON OAKS	AMAZON COM	40.48	Video Splitter replacement needed per Tech Dept
20140822	BROGAN-BARANSKI,K	CARLTON OAKS	TEACHERSPAYTEACHERS	77.98	Literature/Vocabulary Common Core Programs
20140824	BROGAN-BARANSKI,K	CARLTON OAKS	USBPHONEWORLD	34.29	Laptop battery
20140824	BROGAN-BARANSKI,K	CARLTON OAKS	PROJECTORLAMPSWORLD	68.98	New projector bulb for classroom projector
20140828	BROGAN-BARANSKI,K	CARLTON OAKS	PROJECTORQUEST COM	97.00	New projector bulb for classroom projector
				2,209.48	
20140814	GRIFFIN,DEBRA	TRANSPORTATION	THE HOME DEPOT 673	61.95	SHOP SUPPLIES/ WINDOW CLEANER
20140824	GRIFFIN,DEBRA	TRANSPORTATION	WAL-MART #1917	257.90	REPLACEMENT INFANT SEAT FOR EXPIRED SEATS
				319.85	
20140808	HECK,TERRY	PRIDE ACADEMY	ALOFT HARLEM	1,618.25	Writing Institute Lodging, 8/4/14 - 8/8/14, Bonnie Jackson & Gillian Ryan
20140822	HECK,TERRY	PRIDE ACADEMY	PARTY CITY 0229	32.35	Start of school ribbon/medals for Staff team building
20140824	HECK,TERRY	PRIDE ACADEMY	AMAZON MKTPLACE PMTS	8.33	Cell phone case for custodian
20140824	HECK,TERRY	PRIDE ACADEMY	AMAZON MKTPLACE PMTS	34.95	iPod USB cords for Beth Butterfield
				1,693.88	
20140820	HICKS,TYLENE	CAJON PARK	BANNERSONTHECHEAP COM	328.49	Banners for the school
				328.49	
20140813	HOOKS,TED A	PEPPER DRIVE	ROCHESTER 100, INC	425.50	Student Communication Folders (general fund)
20140815	HOOKS,TED A	PEPPER DRIVE	FLAGHOUSE INC	268.13	Playground equipment (general fund)
20140818	HOOKS,TED A	PEPPER DRIVE	JOANN FABRIC #1469	87.42	Cloth for staff lounge tablecloths (donations)
20140818	HOOKS,TED A	PEPPER DRIVE	JOANN FABRIC #1011	58.82	Cloth for staff lounge tablecloths (donations)
20140818	HOOKS,TED A	PEPPER DRIVE	JOANN FABRIC #1845	29.13	Cloth for staff lounge tablecloths (donations)
20140822	HOOKS,TED A	PEPPER DRIVE	SEAWORLD SAN DIEGO IP	(650.84)	Refund for Aquatica Tickets for Hill Creek School (refund to Hill Creek Donations)
20140825	HOOKS,TED A	PEPPER DRIVE	FEDEXOFFICE 00003582	189.23	Posters for Middle School (general fund)
20140828	HOOKS,TED A	PEPPER DRIVE	GOOGLE *FINEBYTE	3.49	Accidental Personal Purchase - Reimbursing District (donation acct)
				410.88	
20140805	JOHNSTON,ANDREW	CHET F. HARRITT	ALOFT HARLEM	1,187.95	Hotel costs for New York Writer's Workshop
20140829	JOHNSTON,ANDREW	CHET F. HARRITT	AMAZON COM	61.46	Books: Improving Teaching & Learning Across Classrooms
				1,249.41	
20140824	LINDSAY,JERELYN	CARLTON HILLS	COSTCO COM *ONLINE	755.98	Kindergarten lunch tables
				755.98	
20140803	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	WILLY'S ELECTRONICS	157.25	Data Cables
20140804	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	CRUCIAL COM	1,173.23	Memory Upgrade
20140808	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	WILLY'S ELECTRONICS	58.49	Data Cables
20140819	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	WAL-MART #1917	58.13	USB Flash Drives
20140822	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	WWW SIMPLISAFE COM	24.99	Security system and alarm monitoring
20140824	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	AMAZON MKTPLACE PMTS	21.98	Laptop charger for Sony Vaio @ PA
				1,494.07	
20140810	MCCOLL,LISA	HILL CREEK	ALOFT HARLEM	1,320.20	Lodging- Writing Institute NYC
				1,320.20	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20140812	MCKINNON, KATHLEEN A	EDUCATIONAL SERVICES	ALBERTSONS #6727	15.11	PD - Food - Instructional Leadership Meeting
20140814	MCKINNON, KATHLEEN A	EDUCATIONAL SERVICES	ALBERTSONS #6727	5.98	PD - Food - Instructional Leadership Team Training
20140815	MCKINNON, KATHLEEN A	EDUCATIONAL SERVICES	ALBERTSONS #6727	9.98	PD - Food - Instructional Leadership Team Training
20140818	MCKINNON, KATHLEEN A	EDUCATIONAL SERVICES	SMARTNFINAL39810803989	97.70	PD - Food - Trainings (iPadU & Dreambox)
20140820	MCKINNON, KATHLEEN A	EDUCATIONAL SERVICES	OFFICE DEPOT #908	79.82	ERC Admin - Supplies - Toner Cartridge
20140822	MCKINNON, KATHLEEN A	EDUCATIONAL SERVICES	OFFICE DEPOT #908	46.55	ERC Admin - Supplies
				255.14	
20140801	MICHEL, HOPE	SPECIAL EDUCATION	PRO ED INC	297.00	Testing Protocols - School Psychologist (90%)
20140801	MICHEL, HOPE	SPECIAL EDUCATION	PRO ED INC	33.00	Testing Protocols - School Psychologist (10%)
20140805	MICHEL, HOPE	SPECIAL EDUCATION	USPS 05702095524902264	8.82	Postage Stamps for use on return envelopes
20140828	MICHEL, HOPE	SPECIAL EDUCATION	NCS PEARSON	349.43	Split - Testing Protocols - School Psychologist (80%)
20140828	MICHEL, HOPE	SPECIAL EDUCATION	NCS PEARSON	43.68	Split - Testing Protocols - Speech (10%)
20140828	MICHEL, HOPE	SPECIAL EDUCATION	NCS PEARSON	43.68	Split - Testing Protocols - Regular Ed portion (10%)
20140831	MICHEL, HOPE	SPECIAL EDUCATION	PRO ED INC	50.49	Split - Testing Protocols - OT (45%)
20140831	MICHEL, HOPE	SPECIAL EDUCATION	PRO ED INC	50.49	Split - Testing Protocols - OT (45%)
20140831	MICHEL, HOPE	SPECIAL EDUCATION	PRO ED INC	11.22	Split - Testing Protocols - OT (10%)
20140831	MICHEL, HOPE	SPECIAL EDUCATION	NCS PEARSON	76.07	Split - Testing Protocols - School Psych (90%)
20140831	MICHEL, HOPE	SPECIAL EDUCATION	NCS PEARSON	8.45	Split - Testing Protocols - Regular Ed Portion (10%)
				972.33	
20140827	MONTLER, BONNER M	EDUCATIONAL SERVICES	BEST BUY MHT 00011452	32.39	Thunderbolt to VGA video adapter for Assessment Dept Mac Pro
20140831	MONTLER, BONNER M	EDUCATIONAL SERVICES	CPM EDUCATIONAL PROGRA	580.27	College Preparatory Mathematics - Core Connections TEs
				612.66	
20140814	ORTEGA, KAREN	HUMAN RESOURCES	ACSA	120.00	Advertisement through EdCal for VP @ Carlton Hills
20140820	ORTEGA, KAREN	HUMAN RESOURCES	EINSTEIN BROS BAGELS33	41.94	Refreshments for Welcome Back Event on 8/20/14
20140820	ORTEGA, KAREN	HUMAN RESOURCES	PARTY CITY	13.55	Supplies for Welcome Back Event on 8/20/14
20140820	ORTEGA, KAREN	HUMAN RESOURCES	ALBERTSONS #6727	23.19	Refreshments for Welcome Back Event on 8/20/14
				198.68	
20140824	PIERCE, CATHY A	SUPERINTENDENT'S OFFICE	MIMIS CAFE 86	42.01	Meeting with Foundation members
				42.01	
20140808	PIERCE, STEPHANIE	EDUCATIONAL SERVICES	SCHOOL SERVICES OF CAL	255.00	Split - ERC Admin - Travel - LCAP Workshop S Pierce (50%)
20140808	PIERCE, STEPHANIE	EDUCATIONAL SERVICES	SCHOOL SERVICES OF CAL	255.00	Split - Business Services Admin - Travel - LCAP Workshop K.Christensen (50%)
				510.00	
20140814	PROUTY, DANIEL J	INSTRUCTIONAL TECHNOLOGY	BEST BUY MHT 00011452	323.99	Digital camcorder for creating professional development videos, archiving student work, etc.
20140817	PROUTY, DANIEL J	INSTRUCTIONAL TECHNOLOGY	WAL-MART #1917	26.87	SD memory card for digital camcorder
20140817	PROUTY, DANIEL J	INSTRUCTIONAL TECHNOLOGY	APL* ITUNES COM/BILL	9.97	Student/teacher apps for iPad. This set used to create mock ups of actual student devices for board workshop.
20140817	PROUTY, DANIEL J	INSTRUCTIONAL TECHNOLOGY	APL* ITUNES COM/BILL	14.98	Student/teacher apps for iPad. This set used to create mock ups of actual student devices for board workshop.
20140824	PROUTY, DANIEL J	INSTRUCTIONAL TECHNOLOGY	BEST BUY MHT 00011452	102.57	Tripod and camera bag for digital camcorder
20140827	PROUTY, DANIEL J	INSTRUCTIONAL TECHNOLOGY	APL* ITUNES COM/BILL	14.98	Student/teacher apps for iPad. This set used to create mock ups of actual student devices for board workshop.
20140827	PROUTY, DANIEL J	INSTRUCTIONAL TECHNOLOGY	APL* ITUNES COM/BILL	10.97	Student/teacher apps for iPad. This set used to create mock ups of actual student devices for board workshop.
				504.33	
20140825	REES, TAMMY	PEPPER DRIVE	OFFICE DEPOT #2099	36.16	Step card copies and office supplies
20140825	REES, TAMMY	PEPPER DRIVE	LAKESHORE LEARNING #04	80.27	Supplies for school bulletin board
				116.43	
20140804	RIFFEL, MEREDITH	PUPIL SERVICES	OFFICE DEPOT #908	43.18	Wall file unit for Meredith office
20140804	RIFFEL, MEREDITH	PUPIL SERVICES	DOLRTREE 3194 00031948	7.56	Bubbles for National Night Out
				50.74	
20140817	ROSA, JIM	RIO SECO	RGS PAY*	552.81	Kindergarten Tote Bags - Donation Account
20140824	ROSA, JIM	RIO SECO	CPM EDUCATIONAL PROGRA	273.60	Instructional Materials for Sixth Grade Team
20140825	ROSA, JIM	RIO SECO	AMAZON MKTPLACE PMTS	15.52	Power cord for teacher's laptop
20140825	ROSA, JIM	RIO SECO	AMAZON MKTPLACE PMTS	67.58	Computer speakers and PE supplies
20140831	ROSA, JIM	RIO SECO	COSTCO COM *ONLINE	1,727.99	Folding round tables
				2,637.50	
20140818	SCHWELLER, JOHN	PUPIL SERVICES	DISNEY RESORT-DISNE	230.60	Hotel for threat assessment conference in L.A. for John Schweller
20140822	SCHWELLER, JOHN	PUPIL SERVICES	AMAZON MKTPLACE PMTS	21.32	Supplies for SSP
20140824	SCHWELLER, JOHN	PUPIL SERVICES	AMAZON MKTPLACE PMTS	44.95	Supplies for SSP
				296.87	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20140803	SHEEN,KRISTINA D	OST PROGRAMS	SQ 'EL RANCHO	51.60	WALKING FIELD TRIP FOR OST STUDENTS
20140806	SHEEN,KRISTINA D	OST PROGRAMS	BOARDWALK - PIZZA	148.61	ADMISSION/ENTRANCE FEES
20140810	SHEEN,KRISTINA D	OST PROGRAMS	MICHAELS STORES 3256	188.83	OTHER/INSTRUCTIONAL
20140810	SHEEN,KRISTINA D	OST PROGRAMS	MICHAELS STORES 3256	106.11	OTHER/INSTRUCTIONAL
20140810	SHEEN,KRISTINA D	OST PROGRAMS	MICHAELS STORES 8709	48.07	OTHER/INSTRUCTIONAL
20140810	SHEEN,KRISTINA D	OST PROGRAMS	DOLRTREE 3194 00031948	100.44	OTHER/INSTRUCTIONAL
20140811	SHEEN,KRISTINA D	OST PROGRAMS	THE HOME DEPOT 673	103.98	OTHER/INSTRUCTIONAL
20140813	SHEEN,KRISTINA D	OST PROGRAMS	FOX'S PIZZA DEN - SANT	500.04	FOOD FOR OUT OF SCHOOL TIME PROGRAM STUDENTS
20140828	SHEEN,KRISTINA D	OST PROGRAMS	DOLRTREE 3194 00031948	82.00	Split - PS FOOD SUPPLIES (33.95%)
20140828	SHEEN,KRISTINA D	OST PROGRAMS	DOLRTREE 3194 00031948	159.52	Split - PS OTHER/INSTRUCTIONAL (66.05%)
20140828	SHEEN,KRISTINA D	OST PROGRAMS	DOLRTREE 3194 00031948	117.48	OTHER/INSTRUCTIONAL
20140828	SHEEN,KRISTINA D	OST PROGRAMS	DOLRTREE 3194 00031948	163.08	OTHER/INSTRUCTIONAL
				1,769.76	
20140806	SIMPSON,DEBRA	RIO SECO	TEACHERS COLLEGE	70.00	Writing Workshop Materials
20140810	SIMPSON,DEBRA	RIO SECO	ALOFT HARLEM	1,618.25	Hotel accommodations for teachers attending the 2014 TC Writing Summer Institute in New York, NY in August
20140810	SIMPSON,DEBRA	RIO SECO	DELTA	25.00	Baggage fee for 2014 TC Writing Summer Institute
20140810	SIMPSON,DEBRA	RIO SECO	ALOFT HARLEM	1,560.85	Hotel accommodation for principal to attend the 2014 TC Writing Summer Institute in New York, NY in August
20140813	SIMPSON,DEBRA	RIO SECO	TARGET 00014852	36.72	Bookshelves
20140818	SIMPSON,DEBRA	RIO SECO	WAL-MART #1917	67.69	Back To School Staff Meeting prep materials
20140831	SIMPSON,DEBRA	RIO SECO	DELL SALES & SERVICE	442.77	Printer supplies for networked printers
				3,821.28	
20140804	SOUTHCOTT,STEPHANIE	HILL CREEK	ALOFT HARLEM	970.96	New York Travel
20140806	SOUTHCOTT,STEPHANIE	HILL CREEK	ALOFT HARLEM	(647.31)	New York Travel
20140807	SOUTHCOTT,STEPHANIE	HILL CREEK	WM SUPERCENTER #2479	65.03	Supplies for incentives
20140810	SOUTHCOTT,STEPHANIE	HILL CREEK	ALOFT HARLEM	1,294.60	New York Travel
20140810	SOUTHCOTT,STEPHANIE	HILL CREEK	PAYPAL *OFFICEDEPOT	326.14	Furniture for office
20140810	SOUTHCOTT,STEPHANIE	HILL CREEK	OFFICE DEPOT #908	168.70	Furniture for office
20140813	SOUTHCOTT,STEPHANIE	HILL CREEK	OFFICE DEPOT #5125	102.59	Bookcase for office
20140818	SOUTHCOTT,STEPHANIE	HILL CREEK	THE HOME DEPOT 673	457.92	Donations
20140828	SOUTHCOTT,STEPHANIE	HILL CREEK	CVSPHARMACY #9145 Q03	31.85	Kitchen supplies for office
				2,770.48	
20140825	STARKEY,MARK	INFORMATION TECHNOLOGY	DRITTECHSMITH	1,320.77	Camtasia software licenses- CRT, E. Moreno, B. Montler, and D. Prouty
20140831	STARKEY,MARK	INFORMATION TECHNOLOGY	AMAZON MKTPLACE PMTS	59.98	Replacement battery for Dell Vostro 1510 - Pepper Drive School
				1,380.75	
20140818	VAIL,LINDA	SUPERINTENDENT'S OFFICE	AWARDS BY NAVAJO	260.35	Board Member Signage in ERC
				260.35	
				37,372.56	

Consent Item D.2.6. Adoption of Proclamation for National School Lunch Week
Prepared by Karl Christensen
October 7, 2014

BACKGROUND:

In 1946 Congress enacted the National School Lunch Act designed to help states begin, maintain, operate, and expand school lunch programs. Since that time, the program has grown and is continuing to follow those guidelines. The American School Food Service Association is requesting that local school districts adopt the attached proclamation designating the week of October 13-17, 2014 as “National School Lunch Week.” This year’s theme is “Get In The Game With School Lunch.” This focus will help students understand where food comes from while highlighting that school lunch helps kids grow strong and healthy. Promotional posters along with the adopted and endorsed proclamation will be displayed at each site in the Child Nutrition Services serving area during the designated week of October 13-17, 2014.

RECOMMENDATION:

It is recommended that the Board of Education adopt the proclamation endorsing the week of October 13-17, 2014 as National School Lunch Week.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

There is no fiscal impact. This item supports the District’s wellness program.

STUDENT ACHIEVEMENT IMPACT

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.6.

SANTEE SCHOOL DISTRICT PROCLAMATION ENDORSING
"NATIONAL SCHOOL LUNCH WEEK"



OCTOBER 13-17, 2014

WHEREAS, The National School Lunch Program has served our nation admirably for over 60 years through advanced practices and nutrition education; and

WHEREAS, the National School Lunch Program is dedicated to the health and well-being of our nation's children; and

WHEREAS, the National School Lunch Program has been joined through the years by many other excellent child feeding programs; and

WHEREAS, there is evidence of continued need for nutrition education and awareness of the value of school feeding programs; and

WHEREAS, Santee schools are served from a central production center at 9880 Riverwalk Drive; and

WHEREAS, Santee School District invites all family members to join their students for lunch for the reasonable sum of \$5.00/adult (excluding beverage) and \$2.50/child.

NOW, THEREFORE, BE IT PROCLAIMED that Santee School District hereby officially proclaims October 13-17, 2014, "National School Lunch Week – Get In The Game With School Lunch."

AYES:

NOES:

ABSENT:

October 7, 2014
Date

Barbara Ryan, Clerk of the Board of Education

Consent Item D.2.7.
Prepared by Karl Christensen
October 7, 2014

Approval of Uniform Complaint Quarterly Report
Required by the Williams Settlement

BACKGROUND:

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

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

RECOMMENDATION:

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

FISCAL IMPACT:

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

STUDENT ACHEIVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.7.

Consent Item D.2.8.
Prepared by Karl Christensen
October 7, 2014

Approval of Compensation Agreement With City of
El Cajon for Retention of Property Previously Owned
by El Cajon Redevelopment Agency

BACKGROUND:

Santee School District is a taxing agency within the former El Cajon Redevelopment Agency. Redevelopment Agencies (RDAs) were eliminated by action of the Governor and Legislature in 2013 and the majority of incremental taxes previously paid to RDAs have now become revenue counted within the Local Control Funding Formula.

The successor agencies of former RDAs are subject to strict requirements for dissolution and winding down operations which includes sale or transfer of capital assets. The City of El Cajon acts as the successor agency to the El Cajon RDA and has formulated a Long Range Property Management Plan for the former El Cajon RDA. This plan provides that some properties are to be transferred to the City of El Cajon for governmental purposes; some are to be sold on the open market; and some are to be retained by the City for future redevelopment activities, in conjunction with the City executing a compensation agreement with other taxing entities within the former RDA to provide payments to them in proportion to their shares of the base property tax.

The compensation agreement with the City of El Cajon pertains to three (3) parcels on the north side of Rea Ave near the intersection of Rea and Magnolia. The City plans to contribute these properties to a developer for a \$1 purchase price for development of a 120 room, multi-story Courtyard by Marriott hotel. The City conducted an appraisal of these properties and determined their fair market value to be \$1,234,000. Santee School District is one of 17 taxing entities in the former El Cajon RDA and its proportionate share of the value is \$12,722.54. This amount will be received by the District but will be reported to the State as one-time revenue that will reduce LCFF State Aid commensurately.

RECOMMENDATION:

It is recommended that the Board of Education approve the Compensation Agreement with City of El Cajon for retention of property previously owned by the El Cajon Redevelopment Agency.

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:

Revenue of \$12,722.54 will reduce State Aid commensurately. Therefore, the net fiscal impact is \$0.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.8.

**COMPENSATION AGREEMENT BETWEEN
THE CITY OF EL CAJON AND
SANTEE SCHOOL DISTRICT
REGARDING THE DIVISION OF LAND SALE
PROCEEDS OF SUCCESSOR AGENCY OWNED REAL
PROPERTY WITH ALL TAXING ENTITIES IN
PROPORTION TO A TAXING AGENCY'S SHARE OF
PROPERTY TAX RECEIPTS**

THIS AGREEMENT is entered into on _____, 2014, by and between the CITY OF EL CAJON, a charter city and municipal corporation (hereinafter referred to as "City") and SANTEE SCHOOL DISTRICT (hereinafter referred to as "Taxing Entity").

RECITALS

WHEREAS, the City Council of the City, acting in its capacity as the Successor Agency to the former El Cajon Redevelopment Agency (the "Successor Agency") and the Oversight Board to the Successor Agency to the former El Cajon Redevelopment Agency (the "Oversight Board") each approved the Long Range Property Management Plan for the Successor Agency (the "Plan"); and

WHEREAS, the Plan sets forth the strategy and process of the Successor Agency to dispose of former El Cajon Redevelopment Agency real property assets within its Community Redevelopment Property Trust Fund, and describes the Successor Agency's goal to dispose of such assets expeditiously and in a manner aimed to maximize value to the taxing entities, while still advancing the planning objectives for which the properties were originally acquired; and

WHEREAS, in accordance with California Health and Safety Code section 34180 the Plan allows the Successor Agency to dispose of former El Cajon Redevelopment Agency real property assets to the City of El Cajon for a governmental purpose and for redevelopment activities; and

WHEREAS, the Successor Agency is the owner of certain real property consisting of three (3) parcels located on the north side of Rea Avenue and the east side of Magnolia Avenue in the City of El Cajon (the "Property"), which is more particularly described in Exhibit "A" of this Agreement; and

WHEREAS, in accordance with the Plan the City and Successor Agency contemplate that the Property will be conveyed by the Successor Agency to the City, and for the City to purchase the Property, for redevelopment purposes (the "Proposed Sale") so that the City can convey an interest in the Property to private developers for the construction, completion and operation of a new business hotel thereon; and

WHEREAS, the Proposed Sale has been determined by the Successor Agency to be for future redevelopment activities of the City and have a governmental purpose, and will be funded from the City's own funds and under the City's own auspices; and

WHEREAS, the Plan and California Health and Safety Code Section 34180(f)(1) require the City to reach a compensation agreement with the other taxing entities, in order to complete the Proposed Sale, whereby the net proceeds from the Proposed Sale shall be distributed to the taxing entities in proportion to share of property tax receipts; and

WHEREAS, the Taxing Entity is entitled to a proportional share of the net proceeds from the Proposed Sale and is a party with whom the City must negotiate with and enter into a compensation agreement with prior to consummating the Proposed Sale.

NOW, THEREFORE, the City and the Taxing Entity hereby agree as follows:

Section 1. Allocation of Land Sale Proceeds from Sale of Property

City and Taxing Entity agree that the proceeds from the Proposed Sale shall be allocated among the fifteen (15) taxing entities (exclusive of City) in proportion to their shares of the base property tax, as determined pursuant to Section 34188 of the California Health and Safety Code; accordingly, upon the consummation of the Proposed Sale, City agrees to pay and Taxing Entity agrees to accept the amount of \$12,722.54 as full compensation for Taxing Entity's proportional share of 1.0310% of the total value of the property, which is \$1,234,000.00.

Section 2. Conditions Precedent

The following events are conditions precedent to any duties or obligations to be performed herein by any party to this Agreement:

2.1. Any duty imposed on the City by this Agreement is based upon the consummation of the Proposed Sale, including the required approval thereof by the Oversight Board and the California Department of Finance, as required under Community Redevelopment Law. No representations or assurances are made by the City as to when, if ever, the Proposed Sale will be consummated or approved by the Oversight Board and the California Department of Finance.

2.2. By this Agreement, the parties intend to resolve all differences with respect to the Proposed Sale, and the parties agree that this Agreement alleviates any financial detriment to the Taxing Entity caused by the Proposed Sale. The Taxing Entity agrees to refrain from initiating or participating in any litigation challenging the Proposed Sale, provided that the Taxing Entity shall be entitled to seek any remedies appropriate to enforce the terms of this Agreement.

Section 3. Legal Challenge

Taxing Entity and City agree that in the event litigation is initiated by someone not a party to this Agreement attacking the validity of all or any portion of this Agreement, both parties shall support and seek to uphold this Agreement.

Section 4. Litigation Between Parties

If either party commences litigation against the other for the purpose of determining or enforcing its right hereunder or for money damages for a breach hereof or for other equitable relief related hereto, the prevailing party shall be entitled to receive from the losing party, attorneys' fees in an amount determined by the court, together with costs reasonably incurred in prosecuting or defending such action.

Section 5. Effective Date and Term

This Agreement shall be effective from the date specified above and shall remain in effect until the provisions of Section 1 above are fully performed.

Section 6. Modification

This Agreement shall not be modified except by written agreement of the parties. In the event any section or portion of this Agreement shall be unenforceable or invalid for any reason whatsoever, the remaining provisions shall remain in effect, and the parties hereto shall take such further actions as may be reasonably necessary and available to them to effectuate the intent of the parties as to all provisions set forth in this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF EL CAJON,
a charter city and municipal corporation

SANTEE SCHOOL DISTRICT

Douglas Williford, City Manager

By:

APPROVED AS TO CONTENT:

Majed Al-Ghafry, Assistant City Manager

APPROVED AS TO FORM:

Morgan L. Foley, City Attorney

EXHIBIT “A”

Site #9: Rea Avenue Properties, Parcel 3 of Parcel Map 20625
No site address, Rea Avenue parking lot
APN 488-072-40-00

Site #13: 141 N. Magnolia Avenue, El Cajon, CA 92020
APN 488-082-18-00

Site #14: 118-130 Rea Avenue, El Cajon, CA 92020
APN 488-082-12-00

Consent Item D.3.1.
Prepared by Karl Christensen
October 7, 2014

Approval of Additional Services with
Webb-Cleff Architecture for Pepper Drive
School Admin/LRC Building Project

BACKGROUND:

In order to prepare for the bidding process for the Pepper Drive School Administration/Library Resource Center (LRC) Building project, additional architectural services are necessary to revise and finalize plans and documents, and prepare them for bidders. Webb-Cleff Architecture provided a proposal that includes two iterations of bidding in case a traditional bid is necessary after receiving Lease/Leaseback pricing. Below is a summary of their proposal:

<u>Item Description</u>	<u>Proposed Fee</u>
Rebid with Balfour Beatty Construction as a LLB, including VE	\$6,250.00
Revised Electrical Work	\$7,000.00
Revised Civil Work	\$6,900.00
Sub-Total	\$21,900.00
Hard Bid, if necessary	\$6,250.00
Proposed Fee	\$28,150.00

RECOMMENDATION:

It is recommended that the Board of Education approve additional services with Webb-Cleff Architecture and Engineering Inc. for the bidding process for the Pepper Drive School Admin/LRC building project.

This recommendation supports the following District goals:

Learning Environment

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

Fiscal Accountability

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

FISCAL IMPACT:

A fixed fee not to exceed \$28,150 will be paid from CIP funding.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.3.1.

Consent Item D.3.2.
Prepared by Karl Christensen
October 7, 2014

Adoption of Resolution No. 1415-10 to Authorize
Piggyback on Palo Verde Unified School District
Bid #B-111202 for Flooring

BACKGROUND:

On May 20, 2014, the Board of Education approved the District's Deferred Maintenance plan for new flooring at the District Office and the Educational Resource Center.

Public Contract Code section 20118 allows the use of piggybacking on other public agency contracts as long as piggybacking is included as a provision in the original bid. Palo Verde Unified School District has procured a flooring bid that has a piggyback procurement agreement to purchase flooring at reduced costs. A Tandus Centiva carpet tile matches the existing carpet at the District Office. A carpet tile product is more conducive to office installations allowing carpet installation around existing work stations, small offices and multiple spaces and furnishings.

RECOMMENDATION:

It is recommended that the Board of Education adopt Resolution No. 1415-10 authorizing the procurement of flooring through the Palo Verde USD agreement.

This recommendation supports the following District goals:

Learning Environment

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

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact is approximately \$65,000 for flooring funded through Deferred Maintenance.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.3.2.

**RESOLUTION NO. 1415-10 OF THE GOVERNING BOARD
OF THE SANTEE SCHOOL DISTRICT
AUTHORIZING TO PIGGYBACK
PALO VERDE UNIFIED SCHOOL DISTRICT
BID #B-111202**

WHEREAS, Palo Verde Unified School District bid process allows District's to piggyback flooring at the same price and upon the same terms and condition as the awarding agencies pursuant to Sections 20118 and 20652 of the Public Contract Code of California, and

WHEREAS, the Santee School District wishes to purchase or contract for materials listed on the Palo Verde Unified School District flooring bid, and

WHEREAS, this Board has determined it to be in the best interests of the District to purchase or contract for the above stated item from the bid award by the Palo Verde Unified School District,

NOW, THEREFORE, be it resolved that the Board of Education of Santee School District authorizes Santee School District to purchase flooring using the Palo Verde Unified School District procurement bid.

BE IT FURTHER RESOLVED, that Karl Christensen, Assistant Superintendent of Business Services, is hereby authorized and empowered to execute in the name of Santee School District all necessary documents to implement and carry out the purpose of this resolution.

I hereby certify the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted by the Board at a meeting held on the 7th day of October, 2014, by the following vote:

AYES:
NOES:
ABSENT:

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

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

Clerk of the Board

Consent Item D.4.1.

Ratification of Amended Nonpublic Agency Master Contract with Maxim Healthcare for Nursing Services

Prepared by Dr. Stephanie Pierce

October 7, 2014

BACKGROUND:

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

On June 17, 2014, the Board of Education approved the Nonpublic Agency Master Contract with Maxim Healthcare for Nursing Services. Since that time, the number of students who require administration of Diastat in the case of a prolonged seizure has increased. Additionally, two of these students attend Out of School Time (OST) Programs, at two different sites, and must be supervised by a nurse at all times, including on the bus.

RECOMMENDATION:

Administration recommends the Board of Education ratify the Amended Nonpublic Agency Master Contract with Maxim Healthcare for nursing services. The Nonpublic Agency Master Contract will be available at the Board meeting for review.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The cost of the original Nonpublic Agency Master Contract was \$6,734. This amendment increases the cost by \$44,456, for a total cost of \$51,190. The terms of this Master Contract are as follows:

Type of Nurse	Hourly Rate	Hours Per Day	Days Per Year	Total
RN/LVN – Original Cost	\$37	7.0	26	\$6,734
LVN	\$37	2.5	180	\$16,650
LVN	\$37	3.25	106	\$12,747
LVN	\$37	5.5	74	\$15,059
GRAND TOTAL				\$51,190

STUDENT ACHIEVEMENT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.1.

Consent Item D.4.2.

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

Prepared by Dr. Stephanie Pierce
October 7, 2014

BACKGROUND:

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

On June 17, 2014, the Board of Education approved the Nonpublic Agency Master Contract for 10 mental health assessments and 2 days (.40 FTE) of a licensed therapist to support the ED programs. Since that time, the number of students requiring group and individual counseling has increased. Adding an additional day (.20 FTE) of a licensed therapist is required to meet the needs of these students.

RECOMMENDATION:

Administration recommends the Board of Education approve the amended Nonpublic Agency Master Contract with Vista Hill d/b/a Learning Assistance Center and GPS Services for an additional day (.20 FTE) of a licensed therapist. The contract will be available at the Board meeting for review.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The cost of the original Nonpublic Agency Master Contract was \$53,050. This amendment increases the cost by \$13,696, for a total cost of \$66,746. The terms of this Master Contract are as follows:

Nonpublic Agency	ERMHS	Term of Service	Daily Cost	Total Cost
Vista Hill – Original Cost				\$53,050
Vista Hill	.20 FTE* Licensed Therapist	10/8/14-6/30/15; 32 days	\$428	\$13,696
GRAND TOTAL				\$66,746

*Vista Hill endorses a 220 day work calendar.

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

STUDENT ACHIEVEMENT:

Some students require mental health support to demonstrate educational progress.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.2.

Consent Item D.5.2.

Approval of Santee Collaborative Reinvestment Plan for the Use of LEA Medi-Cal Funds

Prepared by Tim Larson

October 7, 2014

BACKGROUND:

The Santee Community Collaborative mission is to promote a healthier, more proactive community that builds resilient children and families.

The Santee School District participates in the LEA Medi-Cal Program. School districts participating in the program are required to annually approve a budget for the reinvestment of the funds received through the billing and reimbursement process. The law also requires that the local community collaborative develop and recommend a budget to the Governing Board for consideration. Attached is a progress report of the Santee Collaborative accomplishments for 2013-14.

On September 24, 2014 the Santee Community Collaborative approved the attached budget. The majority of the proposed budget will fund the Collaborative Coordinator.

RECOMMENDATION:

It is recommended that the Board of Education approve the reinvestment plan for the 2013-14 school year. During 2014-15, the Collaborative expects to receive about \$75,000-\$100,000. All funds not proposed for expenditure in this budget will be saved to fund the coordinator's position in 2015-16.

FISCAL IMPACT:

The attached Santee Community Collaborative Reinvestment Plan outlines how LEA Medi-Cal funding will be expended for the 2014-15 school year.

STUDENT ACHIEVEMENT:

Support services may provide a greater potential for student success.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.5.2.



2013-14 Annual Report for Santee Collaborative

Mental and Physical Wellness – Completed Activities

- Information presented on mental health activities in Santee including: Rady Childrens, CAT, SDYS, PERT, 211, Family Forces, Home Start, School Counseling Programs for Santee
- Information about Sheriff and Law Enforcement including crime prevention, Start Smart
- One Stop Referral system to support student in need with Santee District Strategic Plan
- Fleet and Family Support Center available at CFH School site
- GOAL Project served 35 most at risk families with support from Child Welfare, Santana High School, San Diego Youth Services, Rady Childrens, Santee Teen Center, Santee School District, SD Sheriff
- Here Now – Suicide Prevention program for 7th-12th grade 760 students in SSD with 21% identified needing support for themselves or a friend.
- Wrote proposal for Elementary School Counseling Grant – not awarded this year
- Presentation on substance abuse and the services available to address the problem including: Santee Solutions Coalition, AA, McAllister, Teen Recovery Center, Celebrate Recovery - Well Church, Camp Mariposa
- City of Santee issued a Proclamation in January for Health Awareness Month

Youth Development – Completed Activities

- Mobile Recreation on all middle school campuses
- Club Live Chapters at 3 sites
- JS2S at 5 sites
- Connection to West Hills Students for Bully Prevention work
- Bully Prevention Forum for parents and students
- Cyber bullying Presentation
- Volunteer programs for youth at Library, Teen Center, Project SAFE
- GOALS to examine the solutions for at risk youth and their families
- Here Now Suicide Prevention program with SDYS
- Health Classes for West Hills and Santana High School – California Health Network
- Teen Center and City Hall Dance Program serving 350 youth
- West Hills High School AP Government Class participating in Santee Collaborative with project to develop an understanding of what local government does and how individuals can participate.

Community Education – Completed Activities

- Represented at Santee Health Network and activities
- Participated at Santee Library Beyond Books Resource Fair
- Forums at Collaborative meeting to inform members including: mental health services, caregiver support, safety and law enforcement, public services, summer resources for kids
- Parenting series/programs with FFSC
- Mental health forums with Mary Harris
- Fleet and Family Support Center in Santee to serve military families

- Participating in County Live Well Initiative to Build Better Health in East County
- Created Collaborative in a box for community projects
- Circle USA began presentations in Santee to support families in poverty

Collaborative Involvement and Marketing – Completed Activities

- Collaborative in a box
- Regular Facebook Updates
- Speed Networking program in June 2014
- 17 new members during 2013-14
- Mobile meeting to Santee Teen Center, Cameron YMCA, Santee Sportsplex and Las Colinas Jail.
- Average attendance 22 people including speakers or 18% increase over last year
- Participated in California Wellness Health Fair, Santee Tree Lighting, Resource Fair at Woodglen Vista, National Night Out
- City Proclamation Santee declared January as Health Awareness Month – California Health Network
- Participated in Santee Solutions Coalition DFC Project, East Region Collaborative Network, Santee Walk and Roll to School, Santee School District Strategic Plan and One Stop Shop –Referral System Committee

Substance Abuse and Safety – New emphasis for 2014-15 – Completed Activities

- Santee Solutions Coalition received Drug Free Communities Funding to address access and prevention of youth alcohol, marijuana and prescription drug use.
- Santee and Grossmont districts received Tobacco Use Prevention and Education grants to begin in 2014-15.
- Assessment of on-site and off-site liquor establishment
- Youth Friday Night Live and Club Live Chapters
- Santee Sheriff Captain Presentation to the Collaborative
- Prescription Take back events in September and April

**Santee Community Collaborative
Proposed Budget
2014-15**

	Budget LEA-Medi-Cal FY 13-14	Actuals LEA-Medi-Cal FY 13-14	Budget LEA- Medi-Cal FY 14-15
LEA Medi-Cal Carryover	\$ 115,209.19	\$ 115,209.19	\$ 94,763.00
Total Available for Expenditures	\$ 115,209.19	\$ 115,209.19	\$ 94,763.00

Proposed Breakdown of Expenditures

Staffing Expenses

Coordinator Salary (1.0 FTE in 2013-14, 0.86 FTE in 2014-15)	\$ 69,950.00	\$ 72,693.96	\$ 55,235.00
Coordinator Benefits	\$ 22,589.00	\$ 23,036.86	\$ 18,188.00
Secretary II	\$ 8,000.00	\$ -	\$ -

Supplies

Printing/Duplicating	\$ 100.00	\$ 12.31	\$ 150.00
Meeting Supplies/Food	\$ 200.00	\$ 185.99	\$ 200.00
Mileage	\$ 1,000.00	\$ 671.57	\$ 1,000.00
Postage	\$ -	\$ 19.95	\$ 35.00
Office Supplies	\$ -	\$ -	\$ -
Recognition, Outreach, Annual Meeting	\$ 92.30	\$ -	\$ 150.00

Contracts

Billing Contract *	\$ 6,000.00	\$ 5,577.42	\$ 4,205.00
Chamber of Commerce Membership	\$ -	\$ -	\$ 250.00
One Stop Shop - Referral URL Code	\$ -	\$ -	\$ 150.00
Speech, Language Supplies	\$ -	\$ 4,815.92	\$ 4,456.00
Program Expenses	\$ -	\$ -	\$ 5,613.00
Parenting for District (flyers and child supervision)	\$ 750.00	\$ -	\$ 1,250.00
Additional Programs for Collaborative	\$ -	\$ -	\$ -
Sponsorship for East County Expo	\$ -	\$ -	\$ -
Subtotal	\$ 108,681.30	\$ 107,013.98	\$ 90,882.00

Indirect Cost (5.00% for 2013-14 and 4.27% for 2014-15)	\$ 6,520.88	\$ 5,350.70	\$ 3,881.00
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Total Expenditures	\$ 115,202.18	\$ 112,364.68	\$ 94,763
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* 5% of \$\$ estimated LEA Earnings

Carryover:	\$ 2,844.51
Payments Received in 2013-14 to be Spent in 2014-15:	\$ 91,918.49
Total Available to be Spent in 2014-15:	<u>\$ 94,763.00</u>

Prepared by Tim Larson
October 7, 2014

BACKGROUND:

Due to the increasing cost of medical coverage, monthly premiums have exceeded the maximum monthly portion paid by the District ["Cap"]. As a result, retired employees must now pay the additional amount exceeding the monthly "Cap" in quarterly installments. The process entails creating a bill, collecting, tracking, processing and remitting the insurance premium to the carrier for each retiree. Currently, several employees in the Human Resources and Business Services departments spend a vast amount of time dealing with delinquent or inappropriate premium payments, verifying receipt of each payment, setting up individual account receivables and payables, and monthly / year-end reconciliation.

In addition, the number of ex-employees, spouses, and dependents electing to continue medical coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA) has also increased. This process requires the same payment scrutiny on a monthly format with additional requirements mandated by the Federal government.

Administration has determined that in order to sustain in-house billing administrative services and COBRA administration would require additional manpower thereby increasing personnel expenses. Therefore, the cost to continue in-house administration is no longer a viable option. After careful consideration and examination of outside vendors, administration is recommending using Discovery Benefits, Inc. as a third party administrator for COBRA and custom billing administrative services.

RECOMMENDATION:

It is recommended that the Board of Education approve the agreements for COBRA and custom billing administrative services.

FISCAL IMPACT:

The annual cost to use a third party administrator for COBRA and custom billing administrative services will be \$10,000 and will be paid from the General Fund.

STUDENT ACHIEVEMENT IMPACT:

It is the District's intention to provide support for all employees and programs while maintaining fiscal solvency.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.5.3.

COBRA Administrative Services Agreement

This COBRA Administrative Services Agreement ("Agreement") is entered into by and between **Santee School District** ("Employer") and Discovery Benefits, Inc. ("DBI") as of **September 1st, 2014** ("Effective Date").

Recitals

Employer desires to retain DBI as an independent contractor to administer certain elements of its COBRA obligations, and DBI desires to assist the Employer in the administration of such COBRA obligations;

Employer and DBI agree that DBI shall assist in the administration of Employer's COBRA obligations on the terms and conditions set forth within this Agreement, including, without limitation, that:

- Employer has established one or more health plans that include medical, dental, vision, employee assistance plan, health flexible spending arrangement and/or health reimbursement arrangement benefits ("Plan" or "Employer Plan") for its employees,
- The Employer is the administrator of the Plan, and
- DBI acts as an independent contractor of the Employer;

Employer remains responsible for maintaining the Plan, including the establishment of eligibility and paying all benefits owed or established under the Plan to its participants; and

DBI is to provide the agreed upon services without assuming any liability beyond the performance of its services as set forth herein. Now, therefore, in consideration of good and valuable consideration, the parties agree as follows:

Article 1 – COBRA Administrative Services

DBI agrees to provide Employer with the following COBRA administrative services:

- 1.1 Except for those things that are the Employer's responsibility under this Agreement, DBI shall assume responsibility for proper interpretation, application, and administration of COBRA rules and regulations for the Employer Plan for COBRA administration under DBI's control.
- 1.2 Provide consultation to Employer in the interpretation and application of regulations concerning COBRA administration as they apply to the Employer's Plan.
- 1.3 If requested by Employer, mail DBI's standard initial rights notification letter to all active "Covered" employees and spouses at the initiation of this Agreement. "Covered" is defined as any individual covered by the Employer's Plan as set forth in Exhibit A and that qualifies for federal COBRA continuation coverage. The Employer must provide all information reasonably requested by DBI in order to complete this mailing.
- 1.4 Upon receipt of complete and timely information from Employer, send via accountable mail, within the applicable time frame required by COBRA or upon the effective date of coverage, whichever is later, DBI's standard initial rights notification letter to newly covered employees and spouses of the Employer Plan informing them of their rights under COBRA. If complete information is not timely received from the Employer, DBI will send the notice described in the preceding sentence as soon as administratively practicable after receiving the required information, but such notice may not be provided within the applicable time frame required by COBRA.
- 1.5 Upon receipt of complete and timely information from Employer, send via accountable mail within the applicable time frame required by COBRA, DBI's standard qualifying event eligibility and election notice to all eligible qualified beneficiaries under the Employer Plan. If complete information is not timely received from the Employer, DBI will send the notice described in the preceding sentence as soon as administratively practicable after receiving the required information, but such notice may not be provided within the applicable time frame required by COBRA.
- 1.6 Send DBI's standard HIPAA Certificate of Creditable Coverage to qualified beneficiaries: 1) when there is a qualifying event that causes a loss in coverage; 2) when COBRA coverage terminates; and 3) when requested by a qualified beneficiary at any time within twenty-four (24) months of losing coverage. DBI does not issue certificates to individuals losing coverage when there is no qualifying event.
- 1.7 Mail DBI's standard payment coupons and member portal login notice to qualified beneficiaries when COBRA is elected and the first COBRA premium payment has been received. As part of the administrative service fees that DBI charges under this Agreement, DBI shall have the right to retain the COBRA administrative fees that are billed to and paid by COBRA

Discovery Benefits, Inc.
4321 20th Avenue SW
Fargo, ND 58103

COBRA Administrative Services Agreement

continuant. For purposes of this Agreement, the COBRA administrative fees retained by DBI shall include the 2% additional premium allowed by COBRA and charged to COBRA continuants.

- 1.8 Qualified Beneficiaries can pay COBRA premiums by check or automatic recurring ACH without any additional charges. DBI will also provide qualified beneficiaries an additional option to pay COBRA premiums online with either a credit card or a single occurrence ACH request. An additional online processing fee, charged by the online third party vendor and payable by the third party beneficiaries, applies for the credit card or single occurrence ACH payment method. The fee is collected by DBI and remitted to the third party vendor and there is no mark up by DBI with respect to the fee. DBI represents that its payment methods comply with COBRA.
- 1.9 Deposit insurance premiums in a Custodial Account for the benefit of Employer in the manner described in Article 3.
- 1.10 Collect, track, process and remit the COBRA premiums that are paid by the qualified beneficiaries to the Employer. A Remit to Carrier option may be available for employers requesting this option. A completed COBRA Authorization Agreement for Direct Payment form is required for employers requesting the Remit to Carrier option. Failure to provide the completed COBRA Authorization Agreement for Direct Payment form will result in DBI remitting premiums to the Employer.
- 1.11 Coordinate with Employer and insurance carriers on any questions pertaining to a qualified beneficiary's COBRA eligibility and payment status.
- 1.12 Using DBI's standard communications, maintain communication with the qualified beneficiaries who have elected COBRA coverage concerning eligibility status, Medicare eligibility, advance termination notice for the individual conversion, verification of termination, change of address, benefit and rate changes.
- 1.13 Provide real-time, online access to information related to the status of qualified beneficiaries and those who have elected COBRA coverage.
- 1.14 Provide the information required in the event of an IRS or other third party audit as follows: written compliance procedures DBI uses in the administration of COBRA, samples of forms and notices, records that pertain to a qualified beneficiary's actual qualifying event, and a description of how DBI administers COBRA coverage.
- 1.15 Supply Employer with the initial login information for accessing the Employer web portal for notifying DBI when an employee, spouse or dependent is added to coverage for the first time and notifying DBI when an employee, spouse or dependent has experienced a qualifying event and is eligible for COBRA continuation under the Employer's Plan(s).
- 1.16 Supply Employer with the required DBI file format for uploading employee demographic, benefit and qualifying event information to the Employer web portal.
- 1.17 Provide a toll-free number during DBI normal business hours for questions concerning COBRA compliance, regulations or payment issues. From time-to-time and in compliance with applicable federal and state laws, DBI may monitor and/or record calls which are made to and from the customer service line for quality assurance and training purposes, and/or to ensure that DBI's services fully comply with the terms of this Agreement.
- 1.18 Notify a qualified beneficiary if COBRA coverage terminates earlier than the end of the maximum period of coverage applicable to the qualifying event that entitled the individual to COBRA coverage. The notice will be provided as soon as administratively practicable after DBI determines that COBRA coverage will be terminated early.
- 1.19 Extend the maximum COBRA period in cases of disability and second qualifying events based on the rules of COBRA.
- 1.20 Send DBI's standard system generated open enrollment/rate change letter during open enrollment. If requested by Employer, DBI will provide participants with a link to additional plan and benefit description materials provided by Employer through the participant web portal for participant viewing and printing.

Article 2 – The Employer

Employer agrees to provide and be responsible for the following in the COBRA administrative process:

- 2.1 Provide to DBI accurate "Covered" employee counts on a monthly basis or as requested by DBI. "Covered" is defined as any individual covered by the Employer's Plan as set forth in Exhibit A and that qualifies for federal COBRA continuation coverage.
- 2.2 Provide to DBI complete demographic and benefit information on qualified beneficiaries currently receiving COBRA coverage under the Employer Plan upon the inception of this Agreement, allowing DBI to take over the administration of individuals currently on COBRA.

COBRA Administrative Services Agreement

- 2.3 Enter information or upload an electronic file via the Employer web portal containing complete demographic and benefit election information for newly covered employees, spouses and dependents within seven (7) days of obtaining coverage under the Employer Plan.
- 2.4 The Employer shall notify DBI of any initial qualifying event that occurs with respect to an employee, spouse or dependent. Employer shall also notify DBI of a second qualifying event should Employer be notified by an employee, spouse or dependent. Such notice shall be provided using the procedures specified by DBI within thirty (30) days of the qualifying event or the date coverage is lost on account of the qualifying event, whichever is later, unless the qualifying event is the employee's divorce or a dependent aging out of the Plan in which case the notice shall be provided within seven (7) days following the Employer's receipt of notice by an employee, spouse or dependent of such qualifying event. Unless directed otherwise by DBI, notice of a qualifying event shall be provided by entering the required qualifying event information directly into the Employer web portal or uploading an electronic file via the Employer web portal. The Employer shall be solely responsible for determining whether an employee, spouse or dependent has had an initial qualifying event under the Employer Plan and the date of the qualifying event.
- 2.5 Be solely responsible for its insurers and third party administrators (collectively "Carriers") to send a separate billing statement to DBI that includes only qualified beneficiaries electing COBRA coverage when the remit to Carrier option is selected and DBI is remitting premiums to Carrier. Employer agrees to provide a completed COBRA Authorization Agreement for Direct Payment form to DBI for remit to Carrier. Failure to provide the completed COBRA Authorization Agreement for Direct Payment form will result in DBI remitting premiums back to the Employer. Employer is at all times responsible to pay to DBI its portion of the premium, where applicable, prior to DBI remitting premiums to the Carrier.
- 2.6 Be solely responsible for reconciling the Carrier billings with the online reports provided by DBI through the Employer web portal. Many Carriers restrict the ability to retroactively terminate COBRA coverage (even in cases of non-payment of premiums by the qualified beneficiary). DBI shall not be liable for paying any loss or damage (including premiums) to the Employer with respect to any retroactive termination of COBRA coverage, provided that DBI has performed in accordance with this Agreement.
- 2.7 Be solely responsible for selecting a determination period, and establishing and advising DBI of the applicable premium rates to be charged for COBRA continuation coverage. Employer shall notify DBI in writing at least forty-five (45) days in advance of the applicable billing date of any changes in premium rates affecting participants electing COBRA coverage under the Employer Plan and at least forty-five (45) days in advance of the applicable billing date of any changes in premiums applicable to participants during an open enrollment period.
- 2.8 Be solely responsible for differences in premium payments paid by qualified beneficiaries when notification of rate changes is not communicated to DBI at least forty-five (45) days in advance, causing payments made by COBRA continuants to be incorrect for the new determination period.
- 2.9 Be solely responsible for advising DBI of any changes in the benefits and options provided by the Employer Plan.
- 2.10 Be solely responsible for complying with ERISA, the Internal Revenue Code, HIPAA and any other applicable federal, state and/or local laws with respect to the Employer Plan, other than the COBRA responsibilities assumed by DBI under this Agreement.
- 2.11 Be solely responsible for the review and payment of all claims under the Employer Plan and ERISA, including, without limitation, claims for benefits and claims for eligibility determinations under the Employer Plan. DBI shall not be responsible to receive or review claims for benefits under the Employer Plan, and DBI shall not be liable for the payment or funding of any claims for benefits in connection with the Employer Plan, including, without limitation, where sought as damages in an action against the Employer or the Employer Plan, and any occurrences prior to the effective date of this Agreement. Nothing in this Section 2.11 shall prevent either party from pursuing any rights that it may have under Section 7.5.
- 2.12 Be solely responsible for maintaining and providing the following information in the event of an IRS or any third party audit: written internal compliance procedures used for notifying DBI of a newly covered employee, spouse or dependent, a qualifying event, a report of terminations for each tax year, or when there are rate and benefit changes.
- 2.13 Provide the release of any information necessary for COBRA compliance and administration under this Agreement.
- 2.14 Be solely responsible for providing plan and benefit descriptions (examples include but are not limited to Summary of Benefits and Coverage (SBC), SPDs and/or benefit plan booklets) to qualified beneficiaries during open enrollment. DBI's standard process is to provide a link to these additional materials through the participant web portal for participant viewing and printing. If requested by Employer, DBI may include the additional information with its standard open enrollment/rate change letter under the following terms and conditions: Employer provides DBI with an electronic PDF image of the additional open enrollment materials; a handling fee of \$1.00 per page (duplex) will apply for the additional materials; additional materials are limited to a total of 25 duplexed pages (including DBI's standard open enrollment/rate change letter).

COBRA Administrative Services Agreement

- 2.15 Employer acknowledges and agrees that the COBRA Administrative Services provided by DBI pursuant to this Agreement relate to enrollment and disenrollment in the Plan, and that these services, to the extent permitted under the Health Insurance Portability and Accountability Act, shall be deemed to be performed by DBI on behalf of the Employer, in its capacity as the sponsor of the Plan. Employer further acknowledges and agrees that DBI may use or disclose enrollment or disenrollment information that it receives from Employer with respect to a particular qualified beneficiary to provide additional services to the qualified beneficiary without cost to the Employer.

Article 3 – Custodial account

- 3.1 By signing this Agreement, Employer appoints DBI as custodian of Employer funds for the purposes and upon the terms and conditions set forth in this Agreement, and DBI accepts such appointment and agrees to act as custodian hereunder and to hold any Employer funds received hereunder in accordance with the terms and conditions set forth in this Agreement.
- 3.2 DBI shall open and maintain one or more depository accounts (the "Custodial Account") at Bell State Bank & Trust (the "Bank"), Fargo, ND and hold in such Custodial Account all premiums received from qualified beneficiaries, less any portion of the premium payment that constitutes administrative fees payable by the qualified beneficiary. Upon deposit, such premiums shall become "Employer Funds" (minus any applicable fees or other costs as set forth in this Agreement). For administrative convenience and to reduce costs, DBI shall hold Employer Funds of the Employer together with similar funds from other employers in a single Custodial Account (or one or more Custodial Accounts as determined by DBI). However, DBI shall maintain records as to the exact amount of funds allocated to each employer so that each employer has a legal right to the specific amount of its funds held in the Custodial Account. To that end, at all times, the assets comprising each employer's funds in the Custodial Account shall be considered a separate subaccount for purposes of this Agreement. Depending upon the context, the term, "Custodial Account," shall refer to either the separate subaccount for the Employer or all of the subaccounts for all employers in the aggregate.
- 3.3 Employer and DBI intend and agree that all Employer Funds transferred by the Employer to the Custodial Account shall be comprised of and shall remain the general assets of Employer. Except to the extent that outstanding checks have been written or withdrawals made against the Custodial Account balance on behalf of Employer, the Employer Funds may be withdrawn by the Employer at any time (minus any applicable fees or other costs as set forth in this Agreement) and are subject to Employer's general creditors in the same manner as funds contributed to Employer's ordinary checking accounts.
- 3.4 DBI shall forward health insurance premiums from the Custodial Account to insurance companies, Employer, or Employer's designee as directed by Employer and in accordance with this Agreement and Employer's group health plan. DBI shall neither have nor shall be deemed to have any discretion, control, or authority with respect to the disposition of Employer Funds.
- 3.5 Employer acknowledges and understands that DBI may receive interest from time to time on the funds held in the Custodial Account and that any such interest received by DBI shall be part of DBI's compensation. Employer acknowledges and understands that compensation otherwise charged by DBI for services under the Agreement would be higher if it did not retain such interest on these funds. The period during which interest may be earned begins on the date(s) the funds are transferred to the Custodial Account and ends when this Agreement terminates. Funds shall be disbursed on a first-in-first-out basis.
- 3.6 Upon Employer's written request, DBI shall provide Employer with an accounting of all assets, transfers and transactions involving the Custodial Account, including description of all receipts, disbursements and other transactions. Bank charges may apply for providing copies of checks, statements or other certified documentation.
- 3.7 DBI may resign from its duties as custodian pursuant to this Article 3 at any time by giving written notice to Employer no less than sixty (60) days prior to the effective date of such resignation; provided, in any event, that such resignation shall not be effective until a successor custodian has been appointed or the assets in the Custodial Account have been returned to Employer.

Article 4 – Confidentiality

Neither DBI nor Employer (each a "Party") shall disclose Confidential Information of the other Party. The receiving Party shall use the same degree of care as it uses to protect its own Confidential Information of like nature, but no less than a reasonable degree of care, to maintain in confidence the Confidential Information of the disclosing Party. The foregoing obligations shall not apply to any information that (a) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the receiving Party, (b) is subsequently learned from a third party that does not impose an obligation of confidentiality on the receiving Party, (c) was known to the receiving Party at the time of disclosure, (d) was generated independently by the receiving Party, or (e) is required to be disclosed by law, subpoena or other process. DBI may transfer Employer's or the Plan's Confidential Information to a governmental agency or other third party to the extent necessary for DBI to perform its obligations under this Agreement or if Employer has given DBI written authorization to do so. For purposes of this paragraph, "Confidential Information" shall mean any information identified by either Party as "Confidential" and/or "Proprietary", or which, under the circumstances, ought to be treated as confidential or proprietary, including non-public information related to the disclosing Party's business, employees, service methods, software, documentation, financial information, prices and product plans. DBI reserves the right to independently use its experience and know-how, including processes, ideas, concepts and techniques developed in the course of performing services under this Agreement.

COBRA Administrative Services Agreement

DBI represents and warrants that it has implemented and maintains a written and comprehensive information security program, and complies with all applicable laws and regulations, including without limitation state privacy and data security laws and regulations, such as the Massachusetts Standards for the Protection of Personal Information of Residents of the Commonwealth (201 CMR 17.00).

Article 5 – Term of the Agreement

- 5.1 The term of this Agreement shall commence as of the Effective Date and shall continue for the longer of (a) a period of twelve months or (b) the time period for which the administrative fees are guaranteed as listed in Exhibit B (the “Initial Term”). This Agreement shall automatically renew for another twelve (12) months at the end of the Initial Term and every twelve (12) months thereafter, unless terminated in writing by either Party within sixty (60) days prior to the end of the Initial Term or prior to the end of any subsequent twelve (12) month term. Notwithstanding the foregoing, DBI reserves the right to increase fees at any time that are caused by Federal postal rate increases, increases in bank fees, or that are due to Federal legislative changes affecting COBRA. DBI reserves the right to increase fees due to the provision of additional services to the Employer by DBI that were not included in or contemplated by this Agreement on the Effective Date.
- 5.2 Employer shall pay all charges that have accrued up to the date of the termination within thirty (30) days after the date of the termination.
- 5.3 This Agreement may be terminated by either party without cause and without liability, by written notice of intention to terminate given to the other party, to be effective as of a date certain set forth in the written notice, which shall not be less than sixty (60) days from the date of such notice.
- 5.4 Upon termination of this Agreement, any funds in the Custodial Account that have not been disbursed to the insurance companies in accordance with the terms and conditions of this Agreement shall be returned to Employer (minus any applicable fees or other costs as set forth in this Agreement).
- 5.5 The Agreement shall automatically terminate:
- (a) If any law is enacted or interpreted to prohibit the continuance of this Agreement, upon the effective date of such law or interpretation; or
 - (b) If any administrative fee for any service provided by DBI to Employer remains unpaid to DBI beyond thirty (30) days past the due date, upon notification by DBI to the Employer in writing that DBI intends to exercise its option to enforce this provision.

If either Party is in default under any provision of this Agreement, the other Party may give written notice to the other Party of such default. If the defaulting Party has not used good faith efforts to cure such breach or default within thirty (30) days after it receives such notice, or if good faith efforts to cure have begun within thirty (30) days but such cure is not completed within sixty (60) days after receipt of the notice, the other Party shall have the right by further written notice (the “Termination Notice”) to terminate the Agreement as of any future date designated in the Termination Notice.

- 5.6 When this Agreement is terminated under Sections 5.1, 5.3 or 5.5, DBI will immediately cease the performance of any further services under this Agreement unless both Parties agree that DBI shall continue performing services during any post-termination “run-out” period. If the Employer engages DBI to administer a post-termination “run-out period,” DBI will invoice and collect fees based on the fee schedule in place during the regular contract period. Upon receipt of the “run-out fee,” DBI will continue the processing of qualifying events, initial notices, the collection and tracking of continuant premiums, forwarding premiums to the Employer and processing and reporting of COBRA elections and terminations with respect to those qualified beneficiaries who incurred a qualifying event prior to the date the Agreement was terminated.
- 5.7 Upon the completion of the later of the Agreement, or any agreed-upon “run-out period,” DBI will cease providing COBRA administration services, and the Employer shall be immediately responsible for all aspects of COBRA administration. DBI shall also return any Employer Funds in the Custodial Account. However, the return of such funds shall remain subject to the completion of a final accounting of all account activities, as well as the deduction of applicable unpaid fees and other expenses under this Agreement or any other agreement between the parties. If necessary, DBI shall have the immediate right to demand and pursue collection of any unpaid fees, reimbursements or other amounts that are due and owing to DBI as of the date of termination pursuant to the terms of this Agreement or any other agreement between the parties.

Article 6 – Cost of Administration

6.1 Plan Administrative Services Fees

Employer shall pay DBI a fee for its services under this Agreement. This fee shall be payable in accordance with the fee schedule attached as Exhibit B. Monthly fees will be invoiced monthly and are due within thirty (30) days after the date of the invoice.

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6.2 Compliance with Anti-Rebating Laws

Employer represents and warrants that, if someone other than Employer is paying DBI's fees on behalf of the Employer, such payment shall not violate any applicable anti-rebating laws. Furthermore, Employer agrees to hold DBI harmless (including reasonable attorneys fees and costs) from any and all losses which may result from a breach of this provision.

6.3 Past Due Amounts

Notwithstanding anything in this Agreement or any other agreement between the Parties to the contrary, if the Employer fails to pay DBI within the required time period any undisputed amount that is due as a result of any product or service provided by DBI to the Employer under this Agreement or any other agreement between the Parties, including, without limitation, services provided with respect to flexible spending arrangements, health reimbursement arrangements, qualified transportation programs, individual premium reimbursement accounts or health savings accounts, DBI shall be permitted to deduct the undisputed past due amount from any funds held by DBI that were provided by the Employer pursuant to this Agreement or any other agreement between the parties without prior notice and without prior approval of the Employer. This right of offset shall be in addition to any other remedies that DBI may have in this Agreement or any other agreement between the parties with respect to such non-payment, including, without limitation, any right to terminate the Agreement, regardless of whether the past due amount is paid in full as a result of the offset rights provided herein.

Article 7 – Miscellaneous Provisions

7.1 Limitations. DBI shall –

- (a) Have no duty with respect to the funding of premiums by Employer or qualified beneficiaries who elect COBRA;
- (b) Not be liable for paying any premiums of a qualified beneficiary to a Carrier or the Employer to the extent that DBI did not receive the corresponding payment from the qualified beneficiary, Employer or third party;
- (c) Not be liable for any failure of Employer to remit to the Carriers of the Employer Plan any funds the Employer receives from DBI;
- (d) Not be liable for any failure of Employer to reconcile its Carrier billings to online reports provided by DBI through the Employer web portal;
- (e) Not be liable for any failure of Employer to modify its Carrier billing and notify Carriers of a COBRA continuant's termination from COBRA coverage when DBI remits premiums paid by continuants to Employer;
- (f) Not be responsible for failure of delivery of any notice mailed by DBI using the qualified beneficiary information provided to DBI by Employer; and
- (g) Not be responsible for any loss or damage suffered by any participant, continuant, the Employer or the Employer Plan, should DBI fail to give a required notice because DBI did not receive notice of an event for which a notice was required or the proper address to which the notice was to be sent.

7.2 Audit Rights

Employer may inspect any COBRA compliance transactions, procedures, records and participant files relating to Employer's employees (and their spouses and dependents), at DBI's office and at a time reasonably acceptable to DBI, upon providing 10 business days advance written notice to DBI.

7.3 Relationship of the Parties

Employer and DBI acknowledge and agree that DBI is retained under this Agreement as an independent contractor of the Employer to assist the Employer with its obligations to comply with the continuation coverage provisions of COBRA, and that DBI is not a fiduciary under ERISA and lacks any discretion hereunder. Employer agrees that use of or offset of amounts in the Custodial Account to pay for fees or other amounts due to DBI under this Agreement or any other agreement between the parties shall constitute an Employer action that is authorized by the Employer under this Agreement. Employer agrees that such actions are not discretionary acts of DBI and do not create fiduciary status for DBI. The parties hereto further acknowledge that DBI is an independent contractor and not a joint venturer with or partner, agent or employee of Employer.

7.4 Reliance by DBI

Employer has authorized and instructed DBI in this Agreement to implement its standard administrative forms and procedures to provide services in accordance with this Agreement. DBI shall be fully protected in relying upon representations by Employer set forth in this Agreement and communications made by or on behalf of Employer in effecting its obligations under this Agreement. Employer and DBI agree that if Employer provides DBI with specific written instructions (in a form acceptable to DBI) to provide services in a manner other than in accordance with DBI standard forms and procedures, DBI may (but need

COBRA Administrative Services Agreement

not) comply with Employer's written instructions, provided that, to the extent that DBI complies with such instructions, Employer and not DBI shall be solely responsible for DBI's actions so taken, and Employer agrees to hold DBI harmless (including reasonable attorneys fees and costs) and expressly releases all claims against DBI in connection with any claim or cause of action, which results from or in connection with DBI following Employer's written instructions.

7.5 Responsibility of the Parties and Indemnification

- a) Subject to the limitations in Section 7.8, DBI will be liable to and will defend, indemnify and hold harmless Employer, and its respective officers, directors, employees, agents, representatives, successors and permitted assigns from and against any and all Charges, liability, damages, costs, losses and expenses, including attorneys fees, disbursements and court costs, reasonably incurred by Employer in connection with any threatened, pending or adjudicated claim, demand, action, suit or proceeding by any third party which was caused solely and directly by DBI's willful misconduct, criminal conduct, material breach of the Agreement, or violation of the HIPAA privacy or security rules related to or arising out of the services performed by DBI under this Agreement.
- b) Except as provided in (a) above, Employer will be liable to and will defend, indemnify and hold harmless DBI, and its respective officers, directors, employees, agents, representatives, successors and permitted assigns from and against any and all Charges, liability, damages, costs, losses and expenses, including attorneys fees, disbursements and court costs, reasonably incurred by DBI in connection with any threatened, pending or adjudicated claim, demand, action, suit or proceeding by any third party which was caused solely and directly by Employer's willful misconduct, criminal conduct, material breach of the Agreement, or violation of any applicable law including the HIPAA privacy or security rules related to or arising out of the services performed by DBI under this Agreement.
- c) For purposes of this indemnification provision, "Charges" means (i) excise taxes imposed under Code Section 4980B, subject to the provisions of the aggregate limitations set forth in Code Section 4980B and the right of the assessed party to challenge the Internal Revenue Service with respect to all or part of the imposition of such excise taxes; and/or (ii) penalties (in an amount up to \$110 per day) that are imposed by a court under Section 502(c)(1) of ERISA and that are paid. A "Charge" shall not include the payment of the claims for benefits under the terms of the Employer Plan.
- d) Notwithstanding anything in this Section to the contrary, neither Party shall be entitled to indemnification under this Section in circumstances where the Charge(s) sought hereunder result from: (i) the indemnifying Party (the "Indemnitor") following the written instruction of the Party seeking indemnification (the "Indemnitee"); (ii) reasonable reliance by the Indemnitor on information furnished by the Indemnitee; or (iii) the actions or inactions of the Indemnitor in circumstances where the Indemnitor requested, but did not receive, information or guidance from the Indemnitee, which information or guidance the Indemnitee is obligated to provide under the Agreement or which is within the sole control of the Indemnitee under the Employer Plan.
- e) The party seeking indemnification under (a) or (b) above must notify the indemnifying party within twenty (20) days in writing of any actual or threatened action, suit or proceeding to which it claims such indemnification applies. Failure to so notify the indemnifying party shall not be deemed a waiver of the right to seek indemnification, unless the actions of the indemnifying party have been prejudiced by the failure of the other party to provide notice within the required time period.
- f) In the event of a legal, administrative or other action arising out of the administration, processing or determination of a claim for Plan benefits which is filed or asserted against DBI ("Claim Litigation"), DBI may, at its election, select and retain its own counsel to protect its interest. DBI shall be responsible for payment of all legal fees and expenses reasonably incurred by it in defense of Claim Litigation unless the Claim Litigation is attributable to the Employer's actions or inactions in which case the Employer shall be responsible for payment of DBI's legal fees and expenses. DBI shall consult with the Employer before settling Claim Litigation, but DBI shall have the sole discretion to resolve Claim Litigation. DBI and the Employer shall cooperate fully with each other in the defense of Claim Litigation. In addition, nothing in this subsection (d) shall prevent DBI and/or the Employer from pursuing any rights that such party has under subsection (a) or (b) of this Agreement.

7.6 Employer Plan Data

DBI agrees to retain for seven (7) years Employer Plan records under this Agreement, including without limitation records of all assets and transactions involving the Custodial Account. Upon termination of this Agreement, DBI will maintain Employer's records in an electronic format up to seven (7) years. Following the Agreement's termination, DBI shall cooperate with Employer (or Employer's subsequent service provider) to affect an orderly transition of services covered by the Agreement.

7.7 Intellectual Property

All materials, including, without limitation, documents, forms (including data collection forms provided by DBI), brochures, tip sheets, posters, and online content ("Materials") furnished by DBI to Employer are licensed (not sold). Employer is granted a

COBRA Administrative Services Agreement

personal, non-transferable and nonexclusive license to use Materials solely for Employer's own internal business use. Employer does not have the right to copy, distribute, reproduce, alter, display, or use these Materials or any DBI trademarks for any other purpose. Employer agrees that (a) it will keep Materials confidential and will use commercially reasonable efforts to prevent and protect the content of Materials from unauthorized use and (b) its license to use Materials ends on the termination date of this Agreement. Upon termination, Employer agrees to destroy Materials or, if requested by DBI, return them to DBI.

7.8 Limitation of Remedies

In no event shall either Party be liable to the other for consequential, special, exemplary, punitive, indirect or incidental damages, including without limitation any damages resulting from loss of use or loss of profits arising out of or in connection with this Agreement, whether in an action based on contract, tort (including negligence) or any other legal theory whether existing as of the Effective Date or subsequently developed, even if the Party has been advised of the possibility of such damages. In addition, notwithstanding any other provision in this Agreement to the contrary, the maximum total liability of DBI to Employer shall be limited to direct money damages in an amount not to exceed the dollar amount that is available to cover such liability under the insurance policy or policies provided for in Section 7.17. This remedy is Employer's sole and exclusive remedy. No action under this Agreement may be brought more than two years after the cause of action has accrued.

7.9 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and understandings regarding the subject matter hereof, whether written or verbal. Any amendment to this Agreement must be in writing and signed by authorized representatives of both Parties. This Agreement may be signed in one or more counterparts, each of which shall be considered an original, but all of which shall constitute one and the same instrument. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, assigns and successors in interest. This Agreement may not be assigned without prior written agreement of the other Party.

7.10 Governing Law

All questions with respect to the construction of this Agreement and the rights and liabilities of the parties except as otherwise provided, shall be determined in accordance with the laws of the state of North Dakota.

7.11 COBRA

COBRA means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and the related regulations and interpretations by the Internal Revenue Service and Department of Labor. The terms, "qualifying event" and "qualified beneficiary" shall have the meanings given to them in COBRA.

7.12 Severability

If any provision of this Agreement is determined by a court to be unenforceable or invalid, such determination shall not affect any other provision, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein.

7.13 Survival

Sections 2.8 and 2.15, Article 4, Sections 5.3 and 5.6, Section 6.2 and Sections 7.1, 7.4, 7.5, 7.6, 7.7, 7.8 and 7.13 shall survive the termination of this Agreement.

7.14 Notice

DBI shall not be bound by any communication until it has been received at its office at 4321 20th Avenue SW, Fargo, ND 58103 or at such other address as it has specified to the Employer. The Employer shall not be bound by any communication until it has been received at the address shown below or such other address as it has specified by Employer to DBI.

7.15 Disputes

The parties shall cooperate in good faith to resolve any and all disputes (each, a "Dispute") that may arise under or in connection with this Agreement. The existence or resolution of any Dispute as to a matter shall not reduce or otherwise affect the payment or performance by Employer its obligations under this Agreement as to any other matter, unless pursuant to the terms of any such resolution. Employer and DBI shall attempt in good faith to resolve any Dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Either Party may give the other Party written notice of any Dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the notice, the receiving Party shall submit to the other Party a written response. The notice(s) and the response(s) shall each include (i) a statement of each Party's position and a summary of arguments supporting that position, and (ii) the name and title of the executive who will represent that Party and of any other person who will accompany the executive. Within thirty (30) days after delivery of the disputing Party's notice(s), the executives of the parties subject to the dispute shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to attempt to resolve the Dispute. All reasonable requests for information made by one Party to the other will be honored.

COBRA Administrative Services Agreement

7.16 Force Majeure

Neither DBI nor Employer, as applicable under the circumstances, shall be liable or deemed to be in default for failure to perform or delay in the performance of any of their respective obligations under this Agreement (other than the Employer's obligation to provide funding for claims or pay service fees) to the extent that such failure or delay results from any act of God; military operation; terrorist attack; widespread and prolonged loss of use of the Internet; national emergency, government restrictions or disruption of the financial markets.

7.17 Insurance

During the term of this Agreement, DBI shall maintain general and professional liability insurance with policy limits of not less than \$1,000,000 per occurrence and in the aggregate for the purpose of providing coverage for claims arising out of the performance of its services under this Agreement. Upon request, DBI shall provide Employer with a certificate or certificates of insurance reflecting such insurance coverages.

7.18 Tax Obligations

If any tax, fee, assessment and/or penalty is assessed against or with respect to the Plan and/or the services provided by DBI pursuant to this Agreement, and DBI is required to pay that tax, fee, assessment and/or penalty, DBI shall report the payment to the Employer and the Employer shall promptly reimburse DBI for such amount except as provided in Section 7.5. The Employer is at all times responsible for the tax consequences in the establishment and operation of the Plan.

7.19 Miscellaneous.

Any number of counterparts of this Agreement may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one and the same instrument. Nothing express or implied in this Agreement is intended to confer, and nothing herein shall confer, upon any person other than the parties hereto any rights, remedies, obligations or liabilities whatsoever.

Authorization

This Agreement, including any attachments or other exhibits, is accepted and agreed to by the Parties as of the effective date of this Agreement.

Signed for Employer by

Title

Employer Address (for 7.14 Notice Purposes)

Signed for DBI by:

Suzanne Rehr, Chief Compliance Officer/ EVP

4321 20th Avenue SW Fargo, ND 58103

COBRA Administrative Services Agreement

Exhibit A Covered Services

A.1 **Covered Plans.** The Plans covered by this Agreement include the following:

Plans	Plans Covered Under This Agreement
Major Medical	<input type="checkbox"/>
Group Dental	<input type="checkbox"/>
Group Vision	<input type="checkbox"/>
Health Flexible Spending Account (FSA)	<input type="checkbox"/>
Health Reimbursement Arrangement (HRA)	<input type="checkbox"/>
Rx Plans	<input type="checkbox"/>
Employee Assistance Program (EAP)	<input type="checkbox"/>
Other (please define) _____	<input type="checkbox"/>

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Exhibit B COBRA Fee Schedule

COBRA Administrative Fees	
Monthly Administrative Fee (2% administrative fee retained by Discovery)	\$0.85 per covered employee
Initial Notification	Included
COBRA Notification and Election	Included
HIPAA Certificates (Certificate of Coverage and HIPPA Portability Rights)	Included
Election Tracking	Included
Premium Billing and Remittance	Included
Termination Tracking and Notification	Included
Postage and Printing (Additional charges may apply for non-standard and/or expedited requests.)	Included for standard mailings and materials
Additional Open Enrollment Materials	A handling fee of \$1.00 per page (duplex) will apply for additional materials (additional materials are limited to 25 duplexed pages that include DBI's standard open enrollment/rate change letter).
Minimum Monthly Fee (Applies only if the monthly administrative fee times the number of covered lives is less than this amount.)	\$85.00
<p>Discovery does not charge implementation, set-up or renewal fees. Fees are listed net of commissions.</p> <p>Monthly administrative fees are guaranteed for two years. Discovery reserves the right to increase fees at any time that are caused by Federal postal rate increases, increases in bank fees, or that are due to Federal legislative changes.</p>	

BUSINESS ASSOCIATE AGREEMENT

GPID:

This Business Associate Agreement (the "Agreement") is made and entered into effective as of **September 1st, 2014**, by and between Discovery Benefits, Inc. and its subsidiaries and affiliate companies ("DBI") and **Santee School District Health Plan** (the "Plan"), which is sponsored by **Santee School District** (the "Sponsor").

WITNESSETH:

WHEREAS, DBI shall provide certain administrative services, activities or functions in connection with the Plan (the "Services") pursuant to a Services Agreement between DBI and the Sponsor (the "Services Agreement"); and

WHEREAS, the parties desire to enter into this Agreement as set forth below for the purpose of addressing the "Standards for Privacy of Individually Identifiable Health Information," 45 CFR Part 160 and Part 164, Subparts A and E (the "Privacy Rule"); the "Standards for Electronic Transactions," 45 CFR Part 160, Subpart A, and Part 162, Subpart A and Subparts I through R (the "Electronic Transaction Rule"); the "Security Standards for the Protection of Electronic Protected Health Information," 45 CFR Part 160, Subpart A, and Part 164, Subparts A and C (the "Security Rule"); and the "Standards for Breach Notification for Unsecured Protected Health Information," 45 CFR Part 164, Subpart D (the "Breach Notification Rule"), as amended and clarified by the HIPAA Omnibus Rule or any regulations, rules or guidance that may be issued after the effective date of this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Plan and DBI agree as follows:

Article I – Definitions

1.1 "Agent" shall have the meaning given to it in Section 2.5. As provided by HIPAA, an Agent and a Subcontractor are two separate types of arrangements.

1.2 "Breach" shall have the meaning given to it by 45 CFR § 164.402.

1.3 "Business Associate" shall have the meaning given to it by 45 CFR § 160.103.

1.4 "Designated Record Set" shall have the meaning given to it by 45 CFR § 164.501.

1.5 "Health Care Operations" shall have the same meaning given to it in 45 CFR § 164.501.

1.6 "HIPAA" shall mean, collectively, the Privacy Rule, the Electronic Transaction Rule, the Security Rule, and/or the Breach Notification Rule, each as amended and clarified by the HIPAA Omnibus Rule.

1.7 "HIPAA Omnibus Rule" shall mean the "Modifications to the HIPAA Privacy, Security, Enforcement and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act," 78 Federal Register 5566 (January 25, 2013).

1.8 "Individual" shall mean the person who is the subject of PHI and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

1.9 "Individual Rights Requests" shall mean Access Requests, Amendment Requests, Accounting Requests, and requests under Section 3.3.

1.10 "Payment" shall have the same meaning given to it in 45 CFR § 164.501.

1.11 "PHI" shall mean any information, whether oral or recorded in any form or medium, that – (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual.

1.12 "Plan" shall have the meaning provided as first written above. In all cases, the Plan shall mean the group health plan or plans of the Sponsor as set forth in 45 CFR § 160.103.

1.13 "Plan Administration Functions" shall have the same meaning given to it in 45 CFR § 164.504.

1.14 "Plan Administrator" shall mean the entity, individual, group or committee appointed by the Sponsor, or its successor or successors with the authority to administer the Plan.

1.15 "Privacy Official" shall mean the person designated by the Plan to serve as its privacy official within the meaning of 45 CFR § 164.530(a), and any person to whom the Privacy Official has delegated any of his or her duties or responsibilities.

1.16 "Protected Information" shall mean PHI received from the Plan or created, received, maintained or transmitted by DBI on behalf of the Plan.

1.17 "Required by Law" shall have the same meaning given to it in 45 CFR § 164.103.

1.18 "Secretary" shall mean the Secretary of the United States Department of Health and Human Services.

1.19 "Services" shall mean the activities, functions and/or services that DBI from time to time renders to or on behalf of the Plan to the extent that those activities, functions and/or services are covered by HIPAA.

1.20 "Subcontractor" shall have the same meaning given to it in 45 CFR § 160.103.

1.21 "Unsecured PHI" shall mean Protected Information that is not secured through the use of a technology or methodology that renders such Protected Information unusable, unreadable or indecipherable to unauthorized individuals as specified in 45 CFR § 164.402.

Article II – Obligations and Activities of DBI

2.1 Status of DBI. DBI acknowledges and agrees that it is a Business Associate of the Plan for purposes of the Privacy Rule.

2.2 Permitted Uses and Disclosures of Protected Information.

(a) Permitted Uses. DBI shall not use Protected Information other than as permitted by this Agreement. DBI may use Protected Information – (i) in connection with the performance, management and administration of the Services, (ii) for the proper business management and administration of DBI, (iii) to carry out DBI's legal responsibilities; (iv) to report violations of law consistent with 45 CFR § 164.502(j); (v) to the extent and for any purpose authorized by an Individual under 45 CFR §164.508; and (vi) for any purpose provided that no data is identifiable and has been de-identified pursuant to 45 CFR §164.514(b) (including the separate de-identification guidance issued by the Secretary on November 26, 2012). Notwithstanding the foregoing sentence, DBI shall not use Protected Information in any manner that violates the Privacy Rule, or that would violate the Privacy Rule if so used by the Plan (except for the purposes specified under 45 CFR § 164.504(e)(2)(i)(A) and (B)).

(b) Permitted Disclosures. DBI shall not disclose Protected Information other than as permitted by this Agreement. DBI may disclose Protected Information – (i) in connection with the performance, management and administration of the Services; (ii) to report violations of law consistent with 45 CFR § 164.502(j); (iii) to the extent and for any purpose authorized by an Individual under 45 CFR §164.508; and (iv) for any purpose provided that no data is identifiable and has been de-identified pursuant to 45 CFR §164.514(b) (including the separate de-identification guidance issued by the Secretary on November 26, 2012). In addition, DBI may also disclose Protected Information to a third party for the proper business management and administration of DBI and to carry out DBI's legal responsibilities; provided, that the disclosure is Required by Law, or DBI obtains, prior to the disclosure – (1) reasonable assurances from the third party that the Protected Information will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the third party, and (2) an agreement from the third party that the third party will notify DBI immediately of any instances in which it knows the confidentiality of the information has been breached. Further, DBI shall disclose, upon request, Protected Information to the Sponsor for Plan Administration Functions and to designated Sponsor employees (or designated Business Associates of the Plan) who are working for or on behalf of the Plan for purposes of Payment and Health Care Operations (including claims assistance activities) consistent with 45 CFR § 164.506(c)(1). Notwithstanding the foregoing, DBI shall not disclose Protected Information in any manner that violates the Privacy Rule, or that would violate the Privacy Rule if so disclosed by the Plan (except for the purposes specified under 45 CFR § 164.504(e)(2)(i)(A) and (B)).

(c) Minimum Necessary. To the extent required by the Privacy Rule, DBI shall only request, use and/or disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use and/or disclosure. For this purpose, the determination of what constitutes the minimum necessary amount of Protected Information shall be determined in accordance with Section 164.502(b) of the Privacy Rule.

(d) Direct Application of Privacy Rules. DBI shall not use and/or disclose Protected Information or provide any Services that require the use and/or disclosure of Protected Information unless such use and/or disclosure directly complies with this Section 2.2 and Sections 164.502(a)(3) and 164.504(e) of the Privacy Rule.

(e) GINA Provisions. Notwithstanding subsections (a) through (c) above, DBI shall not use and/or disclose Protected Information that is genetic information for underwriting purposes, as set forth in 45 CFR § 164.502(a)(5).

2.3 Safeguards. DBI shall maintain and use appropriate and commercially reasonable safeguards to prevent use and/or disclosure of Protected Information other than as permitted or required in this Agreement.

2.4 Reports of Prohibited Disclosures. If DBI becomes aware of a disclosure of an Individual's Protected Information by DBI and the disclosure violated the provisions of this Agreement, DBI must inform the Privacy Official regarding the prohibited disclosure of the Individual's Protected Information. To the extent that a disclosure described in this Section 2.4 also constitutes a Breach of Unsecured PHI, the provisions of this Section 2.4 shall not apply, but rather the provisions of Section 2.8 shall apply.

2.5 Agents and Subcontractors. DBI shall require each of its representatives, agents, and entities (collectively, "Agents") to whom DBI provides Protected Information on behalf of the Plan to agree to observe the restrictions on use and disclosure of the Protected Information imposed upon DBI by this Agreement and the Privacy Rule. In addition, DBI shall enter into a Business Associate Agreement with each of its Subcontractors which meets the requirements of the Privacy Rule, including the requirements set forth in 45 CFR § 164.504(e).

2.6 Access by Secretary. DBI shall make available to the Secretary DBI's internal practices, books and records (including its policies and procedures) relating to DBI's use and disclosure of Protected Information for the purpose of enabling the Secretary to assess the Plan's and/or DBI's compliance with HIPAA. DBI shall inform the Privacy Official of any request sent by the Secretary on behalf of the Plan that is received by DBI, unless it is prohibited by applicable law from doing so.

2.7 Mitigation. DBI agrees to mitigate, to the extent practicable, any harmful effect that is known to DBI of a use or disclosure of Protected Information by DBI in violation of the requirements of this Agreement.

2.8 Notice of Breach of Unsecured PHI.

(a) DBI Requirements. Upon DBI's discovery of a Breach of Unsecured PHI by DBI, DBI shall

(1) Pursuant to the requirements set forth in subsection (b) below, provide written notice of the Breach, on behalf of the Plan, without unreasonable delay but no later than sixty (60) calendar days following the date the Breach is discovered or such later date as is authorized under 45 CFR § 164.412, to:

(i) each Individual whose Unsecured PHI has been, or is reasonably believed by DBI to have been, accessed, acquired, used or disclosed as a result of the Breach;

(ii) the media to the extent required under 45 CFR § 164.406; and

(iii) the Secretary to the extent required under 45 CFR § 164.408 (unless the Plan has elected to provide this notification and has informed DBI);

(2) Pursuant to the requirements set forth in subsection (c) below, provide written notice of the Breach to the Privacy Official, as soon as administratively practicable, but no later than three (3) business days after the Breach is discovered; and

(3) If the Breach involves less than 500 individuals, maintain a log or other documentation of the Breach which contains such information as would be required to be included if the log were maintained by the Plan pursuant to 45 CFR § 164.408, and provide such log to the Plan within five (5) business days of the Plan's written request.

(b) Notice Requirements. This subsection (b) provides the following special rules that shall each be applicable to the provisions of Section 2.8(a)(1) –

(1) The date that a Breach is discovered shall be determined by DBI, in its sole discretion, in accordance with the Breach Notification Rule.

(2) The content, form and delivery of each of the notices required by Section 2.8(a)(1) shall comply in all respects with the breach notification provisions applicable to the Plan, as set forth in the Breach Notification Rule.

(3) DBI shall send the notices described in Section 2.8(a)(1)(i) to each Individual using the address on file with DBI (or as may be otherwise provided by the Plan). If the notice to any Individual is returned as undeliverable, DBI shall make one additional attempt to deliver the notice to the Individual using such information as is reasonably available to it, or shall take other action required by the Breach Notification Rule.

(4) With respect to notices required under Section 2.8(a)(1)(i) and (ii), DBI and the Privacy Official shall cooperate in all respects regarding the drafting and the content of the notices. To that end, before sending any notice to any Individual or the media under Section 2.8(a)(1)(i) or (ii), DBI shall first provide a draft of the notice to the Privacy Official. The Privacy Official shall have five (5) business days (plus any reasonable extensions) to either approve DBI's draft of the notice or revise the language of the notice. Alternatively, the Privacy Official may elect to draft the notice for review by DBI. Once DBI and the Privacy Official agree on the final content of the notice, DBI shall send the notice to the Individuals and/or the media based on the requirements of the Breach Notification Rule.

(c) Privacy Official Notice. The notice to the Privacy Official pursuant to Section 2.8(a)(2) shall include the identity of each Individual whose Unsecured PHI was involved in the Breach and a brief description of the Breach. To the extent that DBI does not know the identities of all affected Individuals when it is required to notify the Privacy Official, DBI shall provide such information as soon as administratively practicable after such information becomes available. Upon the Plan's written request, DBI shall provide such additional information regarding the Breach as may be reasonably requested from time to time by the Plan.

(d) Services Agreement. DBI reserves the right to charge reasonable, cost based fees for sending the notices required by this Section 2.8 should a Breach be due to actions on the part of the Sponsor, the Plan or any other entity other than DBI, its Agents or Subcontractors.

Article III – Individual Rights Requirements

3.1 Designated Record Sets.

(a) General. DBI agrees to maintain a Designated Record Set for the Plan in a manner and form that will allow the Plan to provide access and amendment rights to an Individual with respect to the Individual's Protected Information in conformance with 45 CFR §§ 164.524 and 164.526.

(b) Access Requests. Upon request from the Plan, DBI shall process and respond to a request by an Individual for access to an Individual's Protected Information that is maintained by DBI in a Designated Record Set pursuant to 45 CFR § 164.524 (an "Access Request"). DBI shall respond to such Access Request within the timeframes required by 45 CFR § 164.524 by furnishing such Protected Information to the Plan. If the Protected Information that is requested is maintained electronically and the Individual requests an electronic copy of such information, DBI will provide access to the information in an electronic format that complies with 45 CFR § 164.524(c)(2)(ii). Thereafter, the Plan will be responsible for sending such information to the Individual.

(c) Amendment Requests. Upon request from the Plan, DBI shall process a request by an Individual for amendments to an Individual's Protected Information that is maintained by DBI in a Designated Record Set pursuant to 45 CFR § 164.526 (an "Amendment Request"). DBI shall process such Amendment Request within the timeframes required by 45 CFR § 164.526.

(d) Coordination with Privacy Official. DBI shall coordinate and cooperate with the Privacy Official (or any other person designated by the Plan Administrator for this purpose) regarding all processing, recordkeeping and documentation issues relating to Access Requests and Amendment Requests. Notwithstanding the foregoing, DBI shall not be obligated to coordinate with the Privacy Official if an Individual files an Access Request or an Amendment Request with DBI and such request is directed solely to DBI.

3.2 Accountings.

(a) Documentation of Disclosures. DBI agrees to document and maintain a log of any and all disclosures from and after the date or dates required by 45 CFR § 164.528 made by DBI of Protected Information in a manner and form that will allow the Plan to provide to an Individual an accounting of disclosures or other applicable report of the Individual's Protected Information in compliance with and based on the requirements of 45 CFR § 164.528.

(b) Accounting Requests. Upon request from the Plan, DBI shall process and respond to a request by an Individual for an accounting of disclosures or other applicable report of an Individual's Protected Information pursuant to the requirements of 45 CFR § 164.528 (an "Accounting Request"). DBI shall respond to such Accounting Request within the timeframes required by 45 CFR § 164.528 by furnishing such accounting to the Plan. Thereafter, the Plan will be responsible for sending such information to the Individual.

(c) Coordination with Privacy Official. DBI shall coordinate and cooperate with the Privacy Official (or any other person designated by the Plan Administrator for this purpose) regarding all processing, recordkeeping and documentation issues relating to Accounting Requests. Notwithstanding the foregoing, DBI shall not be obligated to coordinate with the Privacy Official if an Individual files an Accounting Request with DBI and such request is directed solely to DBI.

3.3 Privacy Protection Requests.

(a) Restriction Requests on Uses and Disclosures. The Plan and DBI on behalf of the Plan shall not agree to a restriction on the use or disclosure of Protected Information pursuant to 45 CFR § 164.522(a) without first consulting with the other party. DBI is not obligated to implement any restriction, if such restriction would hinder Health Care Operations or the Services DBI provides to the Plan, unless such restriction would otherwise be required by 45 CFR § 164.522(a).

(b) Confidential Communication Requests. DBI shall implement any reasonable requests by Individuals relating to a request to receive communications of Protected Information by alternative means or at alternative locations to the extent required by 45 CFR § 164.522(b).

(c) Coordination with Privacy Official. DBI shall coordinate and cooperate with the Privacy Official (or any other person designated by the Plan Administrator for this purpose) regarding all processing, recordkeeping and documentation issues relating to requests under this Section 3.3.

Article IV – Electronic Transaction Rule

4.1 Business Associate Requirements. DBI acknowledges that it is a Business Associate of the Plan for purposes of the Electronic Transaction Rule. DBI agrees that it shall comply with all Electronic Transaction Rule requirements that may be applicable to DBI with respect to the Services it provides to and on behalf of the Plan. DBI shall also require each of its Agents and Subcontractors to whom DBI provides Protected Information that is received from, or created or received by DBI on behalf of the Plan to comply with the applicable requirements of the Electronic Transaction Rule.

4.2 Sponsor Transmissions. Electronic transmissions between DBI and the Sponsor are not required to comply with the Electronic Transaction Rule. Accordingly, the Sponsor hereby represents and warrants that all electronic transmissions with respect to the Plan between the Sponsor (either directly or through its designated agent) and DBI, relating to – (i) enrollment and disenrollment information and (ii) premium payment information, as each are covered by the Electronic Transaction Rule, are sent or received by the Sponsor (either directly or through its designated agent) in the Sponsor's capacity as an employer and are not sent or received by the Plan.

Article V – Obligations of Plan

5.1 Privacy Notice. Upon request, the Plan will provide DBI with a copy of its notice of privacy practices pursuant to 45 CFR § 164.520.

5.2 Authorizations. The Plan will notify DBI of any changes in or revocations of Individual authorizations for use or disclosure of Protected Information to the extent that such changes or revocations may affect DBI's use or disclosure of Protected Information.

5.3 Officials. The Plan will notify DBI of the current name and contact information of the Plan Administrator, the Privacy Official and any other person that has the authority to act on behalf of the Plan with respect to the provisions contained in this Agreement.

5.4 Plan Amendments. Sponsor represents that it has amended its Plan documents to include specific provisions to restrict the use or disclosure of PHI and to ensure adequate procedural safeguards and accounting mechanisms for such uses or disclosures, in accordance with the Privacy Rule.

5.5 Additional Certification. The Plan represents and warrants that: (a) it has amended its plan documents, in accordance with 45 CFR § 164.504(f), so as to allow the Plan to receive Protected Information; (b) it has received a certification from the Sponsor in accordance with 45 CFR § 164.504(f)(2)(ii), and will provide a copy of such certification to DBI upon request; (c) the plan document amendments permit the Plan to receive Protected Information (including detailed invoices, reports and statements from DBI); and (d) the Plan has determined, through its own policies and procedures and in compliance with 45 CFR § 164.502(b), that the Protected Information that it receives from DBI (including the detailed invoices, reports and statements) contains the minimum information necessary for the Plan to carry out its Payment and Health Care Operations activities.

Article VI – Amendment and Termination

6.1 **Amendment.** No change, modification, or attempted waiver of any of the provisions of this Agreement shall be binding upon any party hereto unless reduced to writing and signed by the party against whom enforcement is sought. DBI agrees to take such action as is necessary to amend this Agreement from time to time as the Plan reasonably determines necessary to comply with HIPAA, or any other applicable law, rule or regulation.

6.2 **Term.** The Term of this Agreement shall be effective on the date first written above (except as otherwise noted herein) and shall terminate when all of the Protected Information received from the Plan, or created or received by DBI on behalf of the Plan, is destroyed in accordance with the Plan's authorization or is returned to the Plan (or its designated agents) pursuant to Section 6.4.

6.3 **Termination.** If one party to this Agreement (the "Non-Breaching Party") has knowledge of a material violation of this Agreement by the other party to this Agreement (the "Breaching Party"), as determined in good faith by the Non-Breaching Party, the Non-Breaching Party must promptly:

(a) Provide an opportunity for the Breaching Party to end and to cure the material violation within a reasonable time specified by the Non-Breaching Party, and if the Breaching Party does not end and cure the material violation within such time (including reasonable extensions that the Non-Breaching Party determines are necessary) to the satisfaction of the Non-Breaching Party, the Non-Breaching Party shall immediately terminate the Services rendered by DBI and any agreement or contract related thereto; or

(b) If a cure is not possible as determined by the Non-Breaching Party in its sole discretion, the Non-Breaching Party shall immediately terminate the Services rendered by DBI and any agreement or contract related thereto.

6.4 **Effect of Termination.** Upon termination pursuant to Section 6.3, the Plan within a reasonable time thereafter must inform DBI to either destroy or return to the Plan (or any agents designated by the Plan) the Protected Information that DBI and its Agents and Subcontractors maintain in any form, and DBI and its Agents and Subcontractors shall retain no copies of the Protected Information. However, in many situations DBI maintains one or more backup copies of Protected Information for auditing, data management and other related purposes and DBI has determined that destruction of all copies of Protected Information that it maintains is infeasible. Therefore, after termination of the Services and pursuant to 45 CFR § 164.504(e)(2)(ii)(J), this Agreement shall remain in effect and DBI shall continue to observe and shall ensure that its Agents and Subcontractors continue to observe its obligations under this Agreement to the extent copies of the Protected Information are retained by DBI and shall limit further uses and disclosures of Protected Information to the purposes that make its return or destruction infeasible and that are consistent with the Privacy Rule.

Article VII – Electronic Security Standards

7.1 **Definitions.** When used in this Article, the following terms shall have the meanings set forth as follows:

(a) "Electronic Media" shall have the meaning given to it in 45 CFR § 160.103.

(b) "Electronic Protected Information" shall mean Protected Information received from the Plan or created, received, maintained or transmitted by DBI on behalf of the Plan that is transmitted by Electronic Media or maintained in Electronic Media.

(c) "Security Incident" shall have the meaning given to it in 45 CFR § 164.304.

7.2 **Requirements.** Pursuant to 45 CFR § 164.314(a)(2)(i), DBI shall:

(a) Comply with the applicable requirements of the Security Rule, including the requirement that DBI implement, maintain and document administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Information to the extent required by the Security Rule;

(b) Report (pursuant to the terms and conditions of Section 7.3) to the Privacy Official (or such other person designated for this purpose) any Security Incident of which DBI becomes aware and which occurred during the applicable reporting period;

(c) Require each of its Agents to whom DBI provides Electronic Protected Information to agree to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Information that is provided to the agent to the extent required by the Security Rule; and

(d) Enter into a contract or other arrangement with each of its Subcontractors that create, receive, maintain or transmit Electronic Protected Information on behalf of DBI pursuant to which the Subcontractor agrees to comply with the applicable requirements of the Security Rule.

7.3 Reporting Protocols. All reports required by Section 7.2(b) shall be provided pursuant to the terms and conditions specified in this Section.

(a) Attempted Security Incidents. Reporting for any Security Incident involving the attempted unauthorized access, use, disclosure, modification or destruction of Electronic Protected Information (collectively, an "Attempted Security Incident") shall be provided pursuant to the standard reporting protocols of DBI (as determined by DBI).

(b) Successful Security Incident. Reporting for any Security Incident involving the successful unauthorized access, use, disclosure, modification or destruction of Electronic Protected Information (collectively, a "Successful Security Incident") shall be provided to the Plan pursuant to the standard reporting protocols of DBI (as determined by DBI); provided, that (i) the reports shall at a minimum include the date of the incident, the parties involved (if known, including the names of Individuals affected), a description of the Successful Security Incident, a description of the Electronic Protected Information involved in the incident and any action taken to mitigate the impact of the Successful Security Incident and/or prevent its future recurrence and (ii) the reports shall satisfy the minimum requirements for Security Incident reporting that may be required from time to time by the Secretary. In addition, Successful Security Incidents shall be reported to the Plan as soon as administratively practicable after the occurrence of the incident taking into account the severity and nature of the incident. Notwithstanding the foregoing, the Plan may request details about one or more Successful Security Incidents, and DBI shall have 30 days thereafter to furnish the requested information.

(c) Breach of Unsecured PHI. To the extent that a Security Incident described in this Section 7.3 also constitutes a Breach of Unsecured PHI, the provisions of this Section 7.3 shall not apply, but rather the provisions of Section 2.8 shall apply.

7.4 Mitigation. DBI agrees to mitigate, to the extent practicable, any harmful effect that is known to DBI relating to any Security Incident.

7.5 Access by Secretary. DBI shall make available to the Secretary DBI's internal practices, books and records (including its policies and procedures) relating to the safeguards established by DBI with respect to Electronic Protected Information for the purpose of enabling the Secretary to assess DBI and/or the Plan's compliance with the Security Rule. DBI shall inform the Privacy Official of any request sent by the Secretary on behalf of the Plan that is received by DBI, unless DBI is prevented by applicable law from doing so.

Article VIII – General

8.1 Other Agreements. The Plan and DBI acknowledge and affirm that this Agreement is in no way intended to address or cover all aspects of the relationship of the Plan and DBI and of the Services that are rendered by DBI to and on behalf of the Plan. Rather, this Agreement deals only with those matters that are specifically addressed herein. Further, this Agreement supersedes any prior business associate agreements entered into by DBI and the Plan (or any predecessor to the Plan), and shall apply to all Protected Information existing as of the effective date of this Agreement or created or received thereafter while this Agreement is in effect.

8.2 Indemnification. Any indemnification relating to violations of this Agreement by DBI or the Plan (or the Sponsor on behalf of the Plan) shall be addressed to the extent applicable by the Services Agreement of the parties.

8.3 Severability. The provisions of this Agreement shall be severable, and the invalidity or unenforceability of any provision (or part thereof) of this Agreement shall in no way affect the validity or enforceability of any other provisions (or remaining part thereof). If any part of any provision contained in this Agreement is determined by a court of competent jurisdiction, or by any administrative tribunal, to be invalid, illegal or incapable of being enforced, then the court or tribunal shall interpret such provisions in a manner so as to enforce them to the fullest extent of the law.

8.4 Interpretation. The provisions of this Agreement shall be interpreted in a manner intended to achieve compliance with HIPAA. Whenever the Agreement uses the term "including" followed by a specific item or items, or there is a passage having a similar effect, such passages of the Agreement shall be construed as if the phrase "without limitation" followed such term (or otherwise applied to such passage in a manner that avoids limitations on its breadth of application). Where the term "and/or" is used in this Agreement, the provision that includes the term shall have the meaning the provision would have if "and" replaced "and/or," but it shall also have the meaning the provision would have if "or" replaced "and/or." Any reference to a section or provision of HIPAA shall

include any amendment or clarification of such section or provision contained in the HIPAA Omnibus Rule and any regulation, rule or guidance issued by the Secretary following the effective date of this Agreement.

8.5 Counterparts. Any number of counterparts of this Agreement may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one and the same instrument.

8.6 Binding Effect. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, assigns and successors in interest. The Plan shall have the right to assign this Agreement to any successor or surviving health plan, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by any such assignee.

8.7 No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, and nothing herein shall confer, upon any person other than the parties hereto any rights, remedies, obligations or liabilities whatsoever.

8.8 Applicable Law. The provisions of this Agreement shall be construed and administered to, and its validity and enforceability determined under HIPAA. To the extent that HIPAA is not applicable in a particular circumstance, the provisions of this Agreement shall be construed and administered to, and its validity and enforceability determined under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). In the event that HIPAA and ERISA do not preempt state law in a particular circumstance, the laws of the State of North Dakota shall govern.

8.9 State Privacy and Security Laws.

(a) General. Pursuant to 45 CFR § 160.203, DBI and the Plan acknowledge that HIPAA only preempts state laws which are contrary to a HIPAA standard, requirement or implementation specification, provided that state laws which relate to the privacy of Protected Information and are more stringent than the Privacy Rule are not preempted. Accordingly, the parties acknowledge that certain State Privacy Laws affecting the privacy and/or security of personally identifiable information (e.g., name, address, age, and social security number) relating to a Plan participant or beneficiary ("Privacy Restricted Data") may apply to the Services provided by DBI to the extent such State Privacy Laws are not preempted by HIPAA. For purposes of this Section 8.9, "State Privacy Laws" shall mean any applicable state and local privacy laws governing the creation, collection, storage, maintenance, access, modification, transmission, use or disclosure of Privacy Restricted Data.

(b) State Privacy Laws. All Privacy Restricted Data created, collected, received or obtained by or on behalf of DBI in the course of performing its Services shall be created, collected, received, obtained, stored, maintained, accessed, modified, transmitted, used and disclosed in accordance with any and all applicable State Privacy Laws. DBI shall at all times perform the Services in accordance with the State Privacy Laws and as not to cause the Sponsor or the Plan to be in violation of the State Privacy Laws. DBI shall be fully responsible for any creation, collection, receipt, access, storage, maintenance, modification, transmission, use and disclosure of Privacy Restricted Data performed by or on behalf of DBI that is in violation of any State Privacy Laws. DBI shall remedy and mitigate the damages of any breach of privacy, security, integrity or confidentiality with respect to the unauthorized creation, collection, receipt, storage, maintenance, access, modification, transmission, use or disclosure (a "State Breach") of Privacy Restricted Data that is or may be in violation of any State Privacy Laws.

(c) Notification. DBI shall notify the Privacy Official (using the procedures that apply to Breaches of Unsecured PHI under Section 2.8(c)) of any State Breaches by or on behalf of DBI of Privacy Restricted Data that is or may be in violation of any State Privacy Laws. In addition, DBI shall also notify the affected Plan participants and beneficiaries (using the procedures that apply to Breaches of Unsecured PHI under Section 2.8(b)) of any State Breaches by or on behalf of DBI of Privacy Restricted Data that is in violation of any State Privacy Laws and any state or local governmental agencies, authorities or other entities, but only to the extent required by such State Privacy Laws.

(d) HIPAA Coordination. The parties acknowledge that in certain situations the provisions of both Section 2.8 and this Section 8.9 shall apply. If both Sections 2.8 and 8.9 apply in a given situation, DBI shall comply with both Sections 2.8 and 8.9 to the extent applicable.

8.10 Obligation of Plan and DBI. To the extent that DBI carries out the HIPAA obligations of the Plan (including the obligations set forth in Section 2.8 and Article III), DBI shall comply with the applicable requirements of HIPAA as they apply to the Plan in the performance of such obligations on behalf of the Plan.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officials on the date set forth above.

Signed for by the Sponsor on behalf of and as a representative of the Plan:

Discovery Benefits, Inc.

By: _____

By: _____

Name: _____

Name: Suzanne Rehr

Title: _____

Title: Chief Compliance Officer/EVP

Custom Billing Administrative Services Agreement

This Custom Billing Administrative Services Agreement ("Agreement") is entered into by and between **Santee School District** ("Employer") and Discovery Benefits, Inc. ("DBI") as of **September 1st, 2014** ("Effective Date").

WITNESSETH:

WHEREAS, the Employer has previously established Health Plan(s) (such plans herein collectively referred to as the "Plan"), which may be modified or amended from time to time; and

WHEREAS, the Plan provides coverage for certain eligible individuals ("Members") and their eligible dependents, subject to payment of required contributions toward the cost of such coverage by those Members; and

WHEREAS, the Employer now wishes to retain the services of DBI for purposes of assisting it in billing such Members ("Member Billing Services") and DBI is willing to provide such services in return for certain fees and consideration;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

Article 1 – Custom Billing Administrative Services

- 1.1 DBI shall assist the Employer in the administration of the Custom Billing Services as provided in this Agreement. The specific Custom Billing Services that DBI shall assist with and that are covered by this Agreement are listed in Exhibit B. If a Plan is not covered by this Agreement as provided in Exhibit B, then DBI shall have no responsibilities or duties with respect to such services. DBI's duties shall be limited to those expressly provided in this Agreement or subsequently agreed to in writing by DBI and the Employer.
- 1.2 Upon receipt of complete information from Employer, send DBI's standard notification letter to new Members and spouses informing them of their rights under the Plan. "Member" is defined as any individual eligible to participate in and covered by the Employer's Plan, including medical, dental, vision, and any other benefit plan that qualifies for Plan coverage.
- 1.3 Provide DBI's standard HIPAA Certificate of Creditable Coverage to Members: 1) when there is a loss of coverage under the Plan; and 2) when requested by a Member at any time within 24 months of losing coverage.
- 1.4 Mail DBI's standard payment coupons and member portal login notice to Members.
- 1.5 Provide to Members the option to set up recurring automatic ACH for premium payments.
- 1.6 Provide to Members the option to pay premiums online. An additional online processing fee paid by the Member applies to each online payment made. The online processing fee is retained by DBI's third party vendor.
- 1.7 Collect, track, process and remit the insurance premiums paid by the Members in accordance with the terms and conditions of this Agreement, including without limitation Article 3.
- 1.8 Deposit insurance premiums in a Custodial Account for the benefit of Employer in the manner described in Article 3.
- 1.9 Coordinate with Employer and insurance carriers on any questions pertaining to a Member's eligibility and payment status.
- 1.10 Using DBI's standard communications, maintain communication with Members who participate in coverage concerning eligibility status, termination notice, benefit and rate changes.
- 1.11 Provide Employer real-time, online access to information related to the status of Member payment and coverage, and for notifying DBI when a Member is enrolled in Plan coverage.
- 1.12 Supply Employer with the initial login information for accessing the Employer web portal.
- 1.13 Supply Employer with the required file format for uploading Member demographic and benefit information to the Employer web portal.
- 1.14 Provide Member real-time, online access to information related to the status of their payments and coverage.
- 1.15 Provide a toll-free number during DBI normal business hours for questions concerning Custom Billing questions or payment issues. From time-to-time and in compliance with applicable federal and state laws, DBI may monitor and/or record calls which are made to and from the customer service line for quality assurance and training purposes, and/or to ensure that DBI's services fully comply with the terms of this Agreement.
- 1.16 Notify a Member when coverage terminates earlier than the end of the maximum period of coverage applicable to the Plan that entitled the individual to coverage. The notice will be provided as soon as administratively practicable after DBI determines that Plan coverage will be terminated early.

Custom Billing Administrative Services Agreement

- 1.17 Send DBI's standard system generated open enrollment/rate change letter during open enrollment. If requested by Employer, DBI will provide participants with a link to additional plan and benefit description materials provided by Employer through the member web portal for member viewing and printing.

Article 2 – The Employer

Employer agrees to provide and be responsible for the following in the Custom Billing administrative process:

- 2.1 Provide to DBI accurate Member counts on a monthly basis or as requested by DBI. "Member" is defined as any individual eligible to participate in and covered by the Employer's Plan, including medical, dental, vision, and any other benefit plan that qualifies for Plan coverage.
- 2.2 Provide to DBI complete demographic and benefit information for Members receiving Plan coverage under the Employer's Plan upon the inception of this Agreement, allowing DBI to take over the administration of individuals currently on coverage under the Employer's Plan.
- 2.3 Enter information or upload an electronic file via the Employer web portal containing complete demographic and benefit election information for newly covered Members, their spouses and dependents within seven days of obtaining coverage under the Plan.
- 2.4 Be solely responsible for advising DBI of the applicable premium rates to be charged for Plan coverage. Employer shall notify DBI in writing at least forty-five (45) days in advance of the applicable billing date of any changes in premium rates affecting Plan coverage and at least forty-five (45) days in advance of the applicable billing date of any changes in premiums applicable to Members during an open enrollment period.
- 2.5 Be solely responsible for reconciling the Employer's insurer or third party administrator billings with the online reports provided by DBI through the employer web portal. Many insurers restrict the ability to retroactively terminate coverage (even in cases of non-payment of premiums by the Member). DBI shall not be liable for paying any loss or damage (including premiums) to the Employer with respect to any retroactive termination of coverage due to Employer's failure to reconcile and/or Employer advancing payment of premium on behalf of any Member and not due to DBI's failure to perform in accordance with this Agreement.
- 2.6 Be solely responsible for differences in premium payments paid by Members when notification of rate changes is not communicated to DBI at least forty-five (45) days in advance, causing payments made by Members to be incorrect.
- 2.7 Be solely responsible for advising DBI of any changes in the benefits and options provided by the Plan.
- 2.8 Be responsible for complying with ERISA, the Internal Revenue Code, HIPAA and any other applicable federal, state and/or local laws with respect to the Plan, other than the Custom Billing responsibilities assumed by DBI under this Agreement.
- 2.9 Be solely responsible for the review and payment of all claims and appeals under the Plan and ERISA, including, without limitation, claims and appeals for benefits and claims and appeals for eligibility determinations under the Plan. DBI shall not be responsible to receive or review claims or appeals for benefits or eligibility under the Plan, and DBI shall not be liable for the payment or funding of any claims for benefits in connection with the Plan, including, without limitation, where sought as damages in an action against the Employer or the Plan, and any occurrences prior to the effective date of this Agreement, provided that such failure did not result from the services performed by DBI in accordance with this Agreement.
- 2.10 Provide the release of any information necessary for Custom Billing administration under this Agreement.
- 2.11 Be solely responsible for providing a PDF image of Custom Billing open enrollment communication. An additional handling fee of \$0.50 per page (duplex) plus postage will apply if mailed by DBI. If requested to send additional open enrollment materials, such as an SPD or other booklet, Employer will provide an electronic image of the additional materials to DBI. Additional postage and handling fees will apply for each packet mailed by DBI.
- 2.12 Be solely responsible for providing plan and benefit descriptions (examples include but are not limited to Summary of Benefits and Coverage (SBC), SPDs and/or benefit plan booklets) to members during open enrollment. DBI's standard process is to provide a link to these additional materials through the participant web portal for participant viewing and printing. If requested

by Employer, DBI may include the additional information with its standard open enrollment/rate change letter under the following terms and conditions: Employer provides DBI with an electronic PDF image of the additional open enrollment materials; a handling fee of \$1.00 per page (duplex) will apply for the additional materials; additional materials are limited to a total of 25 duplexed pages (including DBI's standard open enrollment/rate change letter).

Custom Billing Administrative Services Agreement

Article 3 – Custodial account

- 3.1 By signing this Agreement, Employer appoints DBI as custodian for the purposes and upon the terms and conditions set forth in this Agreement, and DBI accepts such appointment and agrees to act as custodian hereunder and to hold any employer funds received hereunder in accordance with the terms and conditions set forth in this Agreement.
- 3.2 DBI shall open and maintain a depository account (the “Custodial Account”) at State Bank & Trust (the “Bank”) and hold in such account all premiums received from Members, less any portion of the premium payment that constitutes administrative fees payable by the Member. Upon deposit, such premiums shall become “Employer Funds” (minus any applicable fees or other costs as set forth in this Agreement). For administrative convenience and to reduce costs, DBI shall hold Employer Funds of the Employer together with similar funds from other employers in the Custodial Account (or one or more Custodial Accounts). However, DBI will maintain records as to the exact amount of funds of each employer so that each employer has a legal right to the specific amount of funds held in the Custodial Account. To that end, at all times, the assets comprising each employer’s funds in the Custodial Account shall be considered a separate subaccount for purposes of this Agreement. Depending upon the context, the term, “Custodial Account,” shall refer to either the separate subaccount for the Employer or all of the subaccounts for all employers in the aggregate.
- 3.3 Employer and DBI intend and agree that Employer Funds are and shall remain the general assets of Employer, are not the general assets of DBI and are not plan assets within the meaning of ERISA. Except to the extent that outstanding checks have been written against the account on behalf of Employer, Employer Funds may be withdrawn by the Employer at any time, and are subject to Employer’s creditors in the same manner as funds contributed to Employer’s ordinary checking accounts.
- 3.4 DBI shall forward health insurance premiums from the Custodial Account to Employer, or Employer’s designee as directed by Employer and in accordance with this Agreement and Employer’s group health plan. DBI shall neither have nor shall be deemed to exercise any discretion, control, or authority with respect to the disposition of Employer Funds.
- 3.5 Employer acknowledges and understands that DBI may receive earnings or interest from time to time on the funds held in the Custodial Account and that any such earnings or interest received by DBI on Employer Funds shall be part of DBI’s compensation. DBI acknowledges and understands that compensation otherwise charged by DBI for services under the Agreement would be higher if it did not retain such earnings or interest on these funds. The period during which interest may be earned begins on the date Employer Funds are deposited into the Custodial Account and ends when checks are presented for payment or, in the case of electronic funds transfers, when the transfer is completed. Funds shall be disbursed on a first-in-first-out basis.
- 3.6 Upon Employer’s request, DBI shall provide Employer with information relating to all assets and transactions involving the Custodial Account, including description of all receipts, disbursements and other transactions. Bank charges may apply for providing copies of checks, statements or other certified documents.
- 3.7 DBI may resign from its duties as a custodian pursuant to this Article 3 at any time by giving written notice to Employer no less than thirty (30) days prior to the effective date of such resignation; provided, in any event, that such resignation shall not be effective until a successor custodian has been appointed or the assets in the Custodial Account have been returned to Employer.

Article 4 – Confidentiality

Neither DBI nor Employer (each a “Party”) shall disclose Confidential Information of the other Party. The receiving Party shall use the same degree of care as it uses to protect its own Confidential Information of like nature, but no less than a reasonable degree of care, to maintain in confidence the Confidential Information of the disclosing Party. The foregoing obligations shall not apply to any information that (a) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the receiving Party, (b) is subsequently learned from a third party that does not impose an obligation of confidentiality on the receiving Party, (c) was known to the receiving Party at the time of disclosure, (d) was generated independently by the receiving Party, or (e) is required to be disclosed by law, subpoena or other process. DBI may transfer Employer’s Confidential Information to a governmental agency or other third party to the extent necessary for DBI to perform its obligations under this Agreement or if Employer has given DBI written authorization to do so. For purposes of this paragraph, “Confidential Information” shall mean any information identified by either Party as “Confidential” and/or “Proprietary”, or which, under the circumstances, ought to be treated as confidential or proprietary, including non-public information related to the disclosing Party’s business, employees, service methods, software, documentation, financial information, prices and product plans. DBI reserves the right to independently use its experience and know-how, including processes, ideas, concepts and techniques developed in the course of performing services under this Agreement.

Article 5 – Term of the Agreement

- 5.1 The term of this Agreement shall commence as of the Effective Date and shall continue for the longer of (a) a period of twelve months or (b) the time period for which the administrative fees are guaranteed as listed in Exhibit A (the “Initial Term”). This Agreement shall automatically renew for twelve months at the end of the Initial Term and every 12 months thereafter, unless terminated in writing by either Party within sixty (60) days prior to the end of the Initial Term or prior to the end of any subsequent 12-month term. Notwithstanding the foregoing, DBI reserves the right to increase fees at any time that are caused by Federal postal rate increases, increases in bank fees, or that are due to Federal legislative changes. DBI reserves the right

Custom Billing Administrative Services Agreement

to increase fees due to the provision of additional services to the Employer by DBI that were not included in or contemplated by this Agreement on the Effective Date.

- 5.2 Employer shall pay all charges that have accrued up to the date of the termination within thirty (30) days after the date of the termination.
- 5.3 This Agreement may be terminated by either party without cause and without liability, by written notice of intention to terminate given to the other party, to be effective as of a date certain set forth in the written notice, which shall not be less than sixty (60) days from the date of such notice.
- 5.4 Upon termination of this Agreement, any funds in the Custodial Account that have not been disbursed to the Employer in accordance with the terms and conditions of this Agreement shall be returned to Employer.
- 5.5 The Agreement shall automatically terminate:
- (a) If any law is enacted or interpreted to prohibit the continuance of this Agreement, upon the effective date of such law or interpretation; or
 - (b) If any monthly administrative fee remains unpaid to DBI beyond thirty (30) days past the due date, upon the date enumerated in a written notification by DBI to the Employer that DBI intends to exercise its option to enforce this provision.

If either Party is in default under any provision of this Agreement, the other Party may give written notice to the other Party of such default. If the defaulting Party has not used good faith efforts to cure such breach or default within thirty (30) days after it receives such notice, or if good faith efforts to cure have begun within thirty (30) days but such cure is not completed within sixty (60) days after receipt of the notice, the other Party shall have the right by further written notice (the "Termination Notice") to terminate the Agreement as of any future date designated in the Termination Notice.

- 5.6 When this Agreement is terminated under Sections 5.1, 5.3 or 5.5, DBI will immediately cease the performance of any further services under this Agreement unless both Parties agree that DBI shall continue performing services during any post-termination "run-out" period. If the Employer engages DBI to administer a post-termination "run-out period," DBI will invoice and collect fees based on the fee schedule in place during the regular contract period. Upon receipt of the "run-out fee," DBI will continue the processing of qualifying events, initial notices, the collection and tracking of continuant premiums, forwarding premiums to the Employer and processing and reporting of Custom Billing elections and terminations.

Article 6 – Cost of Administration

6.1 Plan Administrative Services Fees

Employer shall pay DBI a fee for its services under this Agreement. This fee shall be payable in accordance with the fee schedule attached as Exhibit A. Monthly fees will be invoiced monthly and are due within thirty days after the date of the invoice.

6.2 Past Due Fees

Notwithstanding anything in this Agreement or any other agreement between the Parties to the contrary, if the Employer fails to pay DBI within the required time period any amount that is due as a result of any product or service provided by DBI to the Employer under this Agreement or any other agreement between the Parties, including, without limitation, services provided with respect to flexible spending arrangements, health reimbursement arrangements, qualified transport programs or health savings accounts, DBI shall be permitted to deduct the past due amount from any funds provided by the Employer pursuant to this Agreement or any other agreement between the Parties which are held by DBI without prior notice and without prior approval of the Employer. This right of offset shall be in addition to any other remedies that DBI may have at law or equity or in this Agreement or any other agreement between the parties with respect to such non-payment, including, without limitation, any right to terminate the Agreement, regardless of whether the past-due amount is paid in full as a result of the offset rights provided herein.

Article 7 – Miscellaneous Provisions

7.1 Limitations. DBI shall –

- (a) Have no duty with respect to the payment or funding of premiums by Employer or Members who elect Plan coverage;
- (b) Not be liable for paying any premiums of a Member to an insurer or third party administrator of the Plan to the extent that DBI did not receive the corresponding payment from the Member or third party;
- (c) Not be liable for any failure of Employer to remit to the insurers or third party administrators of the Plan any funds the Employer receives from DBI;

Custom Billing Administrative Services Agreement

- (d) Not be liable for any failure of Employer to reconcile its carrier or third party administrator billings to online reports provided by DBI through the employer web portal.
- (e) Not be liable for any failure of Employer to modify its carrier or third party administrator billing and notify insurers of a Member's termination from coverage when DBI remits premiums paid by continuants to Employer.
- (f) Not be responsible for failure of delivery of any notice mailed by DBI using the Member information provided to DBI by Employer; and
- (g) Not be responsible for any loss or damage suffered by any Member, the Employer or the Plan, should DBI fail to give a required notice because DBI did not receive notice of an event for which a notice was required or the proper address to which the notice was to be sent.

7.2 Audit Rights

Employer may inspect any Member compliance transactions, procedures, records and participant files relating to Employer's Members (and their spouses and dependents), at DBI's office and at a time reasonably acceptable to DBI, upon providing 10 business days advance written notice to DBI.

7.3 Relationship of the Parties

Employer and DBI acknowledge and agree that DBI is retained under this Agreement as an independent contractor of the Employer to assist the Employer with its obligations to comply with the coverage provisions of its Custom Billing program, and that DBI is not a fiduciary under ERISA and lacks any discretion hereunder. The parties hereto further acknowledge that DBI is an independent contractor and not a joint venturer with or partner, agent or employee of Employer.

7.4 Reliance by DBI

Employer has authorized and instructed DBI in this Agreement to implement its standard administrative forms and procedures to provide services in accordance with this Agreement. DBI shall be fully protected in relying upon representations by Employer set forth in this Agreement and communications made by or on behalf of Employer in effecting its obligations under this Agreement. Employer and DBI agree that if Employer provides DBI with specific written instructions (in a form acceptable to DBI) to provide services in a manner other than in accordance with DBI standard forms and procedures, DBI may (but need not) comply with Employer's written instructions, provided that, to the extent that DBI complies with such instructions, Employer and not DBI shall be solely responsible for DBI's actions so taken, and Employer agrees to hold DBI harmless (including reasonable attorneys fees and costs) and expressly releases all claims against DBI in connection with any claim or cause of action, which results from or in connection with DBI following Employer's written instructions.

7.5 Responsibility of the Parties and Indemnification

Except as expressly provided to the contrary herein, neither DBI nor Employer shall be responsible for any damages to the other under the terms of the Agreement or arising out of their respective responsibilities hereunder, unless such damages directly result from: (i) the failure of one of the Parties to fulfill any of its duties under this Agreement, or (ii) the dishonest, fraudulent, or criminal acts of a Party, its employees, directors, or officers, acting alone or in collusion with others;

Notwithstanding anything in this Section to the contrary, neither Party shall be entitled to indemnification under this Section in circumstances where the damages sought hereunder result from: (i) the indemnifying Party (the "Indemnitor") following the written instruction of the Party seeking indemnification (the "Indemnitee"); (ii) reasonable reliance by the Indemnitor on information furnished by the Indemnitee; (iii) the actions or inactions of the Indemnitor in circumstances where the Indemnitee requested, but did not receive, information or guidance from the Indemnitee, which information or guidance the Indemnitee is obligated to provide under the Agreement or which is within the sole control of the Indemnitee under the Plan; (iv) the improper, illegal, fraudulent or negligent actions of the Indemnitee; or (v) a matter in which the Indemnitee fails to notify the Indemnitor within fifteen days after the Indemnitee first becomes aware of the assessment or suit against it for which indemnification will be or is sought hereunder.

Employer agrees to hold DBI harmless (including reasonable attorney's fees and costs) and expressly releases all claims against DBI in connection with any claim or cause of action, which results from the failure of Employer (its officers, employees, and any entity related to or performing services for or on behalf of Employer, including, without limitation, any insurance company providing services to or on behalf of the Plan) to comply with ERISA, HIPAA, or any other applicable federal, state or local law or the provisions of this Agreement, provided that such failure did not result from the services performed by DBI in accordance with this Agreement.

7.6 Member Data

DBI agrees to retain for seven years Member records under this Agreement, including without limitation records of all assets and transactions involving the Custodial Account. Upon termination of this Agreement, DBI will maintain Employer's records in an electronic format up to seven years. Following the Agreement's termination, DBI shall cooperate with Employer (or Employer's subsequent service provider) to affect an orderly transition of services covered by the Agreement.

Custom Billing Administrative Services Agreement

7.7 Intellectual Property

All materials, including, without limitation, forms (including data collection forms provided by DBI), brochures, tip sheets, posters, and online content ("Materials") furnished by DBI to Employer are licensed (not sold). Employer is granted a personal, non-transferable and nonexclusive license to use Materials solely for Employer's own internal business use. Employer does not have the right to copy, distribute, reproduce, alter, display, or use these Materials or any DBI trademarks for any other purpose. Employer agrees that (a) it will keep Materials confidential and will use commercially reasonable efforts to prevent and protect the content of Materials from unauthorized use and (b) its license to use Materials ends on the termination date of this Agreement. Upon termination, Employer agrees to destroy Materials or, if requested by DBI, return them to DBI.

7.8 Limitation of Remedies

In no event shall either Party be liable to the other for consequential, special, exemplary, punitive, indirect or incidental damages, including without limitation any damages resulting from loss of use or loss of profits arising out of or in connection with this Agreement, whether in an action based on contract, tort (including negligence) or any other legal theory whether existing as of the Effective Date or subsequently developed, even if the Party has been advised of the possibility of such damages. In addition, notwithstanding any other provision in this Agreement to the contrary, the maximum total liability of DBI to Employer shall be limited to direct money damages in an amount not to exceed the dollar amount that is available to cover such liability under the insurance policy or policies provided for in Section 7.16. This remedy is Employer's sole and exclusive remedy. No action under this Agreement may be brought more than two years after the cause of action has accrued.

7.9 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and understandings regarding the subject matter hereof, whether written or verbal. Any amendment to this Agreement must be in writing and signed by authorized representatives of both Parties. This Agreement may be signed in one or more counterparts, each of which shall be considered an original, but all of which shall constitute one and the same instrument.

7.10 Governing Law

All questions with respect to the construction of this Agreement and the rights and liabilities of the parties except as otherwise provided, shall be determined in accordance with the laws of the state of North Dakota.

7.11 Severability

If any provision of this Agreement is determined by a court to be unenforceable or invalid, such determination shall not affect any other provision, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein.

7.12 Survival

Section 2.8, Article 4, Sections 5.3 and 5.6, Section 6.2 and Sections 7.1, 7.4, 7.5, 7.6, 7.7, 7.8 and 7.13 shall survive the termination of this Agreement.

7.13 Notice

DBI shall not be bound by any communication until it has been received at its office at 4321 20th Avenue SW, Fargo, ND 58103 or at such other address as it has specified to the Employer. The Employer shall not be bound by any communication until it has been received at the address shown below or such other address as it has specified by Employer to DBI.

7.14 Disputes

The parties shall cooperate in good faith to resolve any and all disputes (each, a "Dispute") that may arise under or in connection with this Agreement. The existence or resolution of any Dispute as to a matter shall not reduce or otherwise affect the payment or performance by Employer its obligations under this Agreement as to any other matter, unless pursuant to the terms of any such resolution. Employer and DBI shall attempt in good faith to resolve any Dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Either Party may give the other Party written notice of any Dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the notice, the receiving Party shall submit to the other Party a written response. The notice(s) and the response(s) shall each include (i) a statement of each Party's position and a summary of arguments supporting that position, and (ii) the name and title of the executive who will represent that Party and of any other person who will accompany the executive. Within thirty (30) days after delivery of the disputing Party's notice(s), the executives of the parties subject to the dispute shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to attempt to resolve the Dispute. All reasonable requests for information made by one Party to the other will be honored.

Custom Billing Administrative Services Agreement

7.15 Force Majeure

Neither DBI nor Employer, as applicable under the circumstances, shall be liable or deemed to be in default for failure to perform or delay in the performance of any of their respective obligations under this Agreement to the extent that such failure or delay results from any act of God; military operation; terrorist attack; widespread and prolonged loss of use of the Internet; national emergency, government restrictions or disruption of the financial markets.

7.16 Insurance

During the term of this Agreement, DBI shall maintain general and professional liability insurance with policy limits of not less than \$1,000,000 per occurrence and in the aggregate for the purpose of providing coverage for claims arising out of the performance of its services under this Agreement. Upon request, DBI shall provide Employer with a certificate or certificates of insurance reflecting such insurance coverages.

Authorization

This Agreement, including any attachments or other exhibits, is accepted and agreed to by the Parties as of the date specified below.

Signed for Employer by

Signed for DBI by:

Title

Suzanne Rehr, Chief Compliance Officer/EVP

Employer Address (for 7.13 Notice Purposes)

4321 20th Avenue SW, Fargo, ND 58103

Custom Billing Administrative Services Agreement

Exhibit A Custom Billing Fee Schedule

Custom Billing Administrative Fees	
Monthly Administrative Fee	\$4.50 per Custom Billing Participant
Eligibility and Payment Tracking	Included
Remittance Processing	Included
Termination Tracking and Notification	Included
Additional Open Enrollment Materials	A handling fee of \$1.00 per page (duplex) will apply for additional materials (additional materials are limited to 25 duplexed pages that include DBI's standard open enrollment/rate change letter).
<p>Discovery does not charge implementation, set-up or renewal fees. Fees are listed net of commissions.</p> <p>Monthly administrative fees are guaranteed for two years. Discovery reserves the right to increase fees at any time that are caused by Federal postal rate increases, increases in bank fees, or that are due to Federal legislative changes.</p>	

Custom Billing Administrative Services Agreement

Exhibit B Plan Definitions and Services Offered

1.1	Type of Custom Billing covered under this Agreement <input type="checkbox"/> Retiree <input type="checkbox"/> FMLA <input type="checkbox"/> Leave of Absence (non FMLA) <input type="checkbox"/> Premium Pay	Effective Date (if different from date of Agreement)	
		Retiree	
		FMLA	
		Leave of Absence (non FMLA)	
		Premium Pay	
Definitions: Retiree: Employer provided health plan for retirees and family members where the retiree is responsible to pay a portion or the entire premium to continue and participate in the retiree health insurance program. This plan is offered in addition to COBRA as an option for retirees or is offered once COBRA coverage ends. FMLA: Billing services when an employee is on an approved FMLA leave and paying their portion of the premiums on a "pay as you go" basis during the leave period. FMLA billing services does not include the initiation of FMLA leave paperwork, consultation on FMLA rules and regulations. Leave of Absence (non-FMLA): Billing services when an employee is on an approved non-FMLA leave of absence and paying their portion of the premiums on a "pay as you go" basis during the leave period. Premium Pay: Billing services when an employee is responsible to pay some or the entire premium for an insurance product or voluntary benefit directly to the carrier.			
1.2	Are the member billing insurance rates identical to the COBRA rates administered by Discovery Benefits? <input type="checkbox"/> Yes <input type="checkbox"/> No. COBRA not administered by Discovery Benefits <input type="checkbox"/> No. Other (please explain)		
1.3	Length of grace period members are given to make their monthly payments. <input type="checkbox"/> 15 days <input type="checkbox"/> 30 days <input type="checkbox"/> Other (please state in days)		
1.4	Eligibility updates on behalf of your members are sent: <input type="checkbox"/> Directly to the carrier(s) <input type="checkbox"/> Back the employer, please provide contact information to send updates:		
		Employer contact name	
		Email Address	
		Phone number	
1.5	Length of time members are allowed to remain on the Custom Billing cycle: <input type="checkbox"/> 6 months <input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> Indefinitely as long as they continue to make timely monthly payments <input type="checkbox"/> Other, please explain:		
1.6	The Plans covered by this Agreement include the following (please check all that apply):	<input type="checkbox"/> Major Medical <input type="checkbox"/> Group Dental <input type="checkbox"/> Group Vision <input type="checkbox"/> Rx Plans <input type="checkbox"/> Other (please define)	

Consent Item D.5.4. Approval to Renew Annual Service Level Agreement (SLA) and Rate Increase with San Diego Fire-Rescue Department Automatic External Defibrillation (AED) / Public Access Defibrillation (PAD) Program

Prepared by Tim Larson
October 7, 2014

BACKGROUND:

For many years now, Santee School District has participated in the AED / PAD program with the San Diego Fire-Rescue Department also known as San Diego Project Heart Beat (SDPHB). The District currently has 23 AED units located throughout our nine (9) school sites and three (3) departments within the District compound. The Service Level Agreement (SLA) provides 24-hour AED emergency contact service with designated PAD program staff members; complete record keeping services to assure quality program management; and incident management oversight when notified of an AED deployment.

At this time, the AED / PAD program is requesting a slight rate increase for the annual administration of this program. Due to grant assistance through the SDPHB, the increase from \$37.50 to \$50 applies to the first AED device only. Administration costs for the remaining 22 devices will remain at \$25 for the first ten (10) units; and \$10 per each additional unit.

RECOMMENDATION:

It is recommended that the Board of Education approve the annual agreement and rate increase with San Diego Fire-Rescue Department Automatic External Defibrillation (AED) / Public Access Defibrillation (PAD) Program for the 2014-15 school year.

FISCAL IMPACT:

Annual administration fees totaling \$520 are divided equally between each respective site / department and paid with fee-based and general education funds.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.5.4.

SAN DIEGO FIRE-RESCUE DEPARTMENT
AED/PAD PROGRAM
SERVICE LEVEL AGREEMENT

An agreement between San Diego Fire-Rescue Department's (SDFD) Automatic External Defibrillator (AED)/Public Access Defibrillation (PAD) Program, San Diego Project Heart Beat and (Name/Title) **Santee Union School District**
(Address) 9625 Cuyamaca Street, Santee, CA. 92071
for the period beginning September 19, 2014 through September 18, 2015.
This agreement will provide program management for 23 AED unit(s) on site.

The purpose and objective of this agreement is to acknowledge that SDFD PAD Program staff can provide needed certification training and upon signature of this fully executed agreement will provide PAD Program management services as outlined below in "Service Activities."

"**Service Activities**" include instruction of required certification training (only if chosen to provide Phase I Training to the above named client) and complete PAD Program Management services (Phase II and III) as follows:

PHASE I "Training." Identified persons to be trained in the use of AED's as required by CCR Title 22, will receive instruction in the following subjects: Basic Life Support to include but not be limited to; Adult and/or Pediatric CPR, Foreign Body Airway Obstruction and the proper use of an AED. First Aid Training may be included at an additional rate. Re-certification training is addressed bi-annually. Refresher training is recommended for CPR/AED skills competency. Refresher training shall be arranged by the Program Liaison and agreed upon by both parties as seen fit for each individual PAD Program. PAD Program Pricing rates as listed for training shall apply to this Service Level Agreement.

PHASE II "PAD Program Management." Minimum management service activities include required Physician Medical Oversight, the arrangement of this Service Level Agreement, 24 hour AED Emergency Contact Service with a designated SDFD PAD Program staff member and complete record keeping services to assure quality program management. This service will be provided at a rate of \$75.00 with grant assistance for the first AED (for the first year), \$25.00 for each additional AED, up to ten units. **Annual reinstatement: \$50.00 with grant assistance for the first AED, \$25.00 for each additional AED, up to ten units. After ten AEDs, the price for management is \$10.00 per each additional AED unit.**

PHASE III "Incident Management." The services described below are effective at the time of notification of an AED deployment. These services are provided at no additional fee Monday through Friday between the hours of 0600 hours and 1800 hours (normal business days/hours). All other hours to include weekends and all county recognized holidays are payable at a rate of \$55.00 per hour. A separate charge for the replacement of electrode pads at \$50.00 each shall be expected in the case of a deployment incident. Should a deployment incident occur a SDFD PAD Program representative will be notified and will arrive at the scene within a four hour time frame from formal point of notification. Once at the scene they will perform the following services; on-site downloading of data from the AED, replacement of electrode pads, process and file required reports at the time of an incident for quality assurance and management purposes. Critical Incident Stress Debriefing (CISD) can be arranged within 48 hours of the incident to provide counseling services for the individuals involved. Certified SDFD PAD Program Associates are available for this service. * In the event that a company owns an AED other than a Cardiac Science AED, please see the note at end of agreement.

SDFD PAD Program Training and Management Responsibilities

- Provide Physician Medical Oversight as is required in CA State Health & Safety Code 1797.196.
- Provide quality PAD Program Staff to include a CA. State licensed Physician/Surgeon, a PAD Program Manager/Coordinator and other qualified personnel to offer 24-hour AED emergency contact service.
- Provide qualified instructors to administer training and instruction as required through CA State Health & Safety Code 1797.196.
- Instructors will have completed all required training and possess the necessary credentials to be eligible to serve as a primary instructor in all of the above listed instruction.
- Instructors will use course curricula and materials approved by the American Heart Association (AHA) for CPR/AED training.
- SDFD will provide a mutually agreed upon suitable instructional classroom with the necessary training equipment, basic audio/visual equipment and supplies if needed.
- Provide record keeping services for program management, AED maintenance, service level agreements, certifications, incident correspondence, data collection and re-certification notification.
- Provide location information about customer's AED(s) to the PulsePoint organization (<http://www.pulsepoint.org/>) a system that allows for bystanders to know the location of the AED(s) for use in a CPR event. **Santee Union School District** may elect to not participate in this program at any time with written notification to San Diego Project Heart Beat.
- SDFD Finance Department will invoice **Santee Union School District** within 30 days from the date of services rendered or agreed upon.

Private/Public Sector Responsibilities

- **Santee Union School District** will reimburse SDFD for all Service Activities rendered as outlined within this Service Level Agreement forty-five days from the date of invoice for the services provided. **All payment remittance will be sent to:**

City of San Diego Fire/EMS
PO Box 129030
San Diego, CA. 92112-9030

- **Santee Union School District** will arrange the necessary re-certification training and notify the appropriate SDFD PAD Program staff within a timely basis so not to allow a lapse in certification.

- **Santee Union School District** will select a PAD Program Liaison to manage and be the contact person for its PAD Program site. Responsibilities of this position will include oversight of documented maintenance checks, scheduling recertification and refresher training and all necessary correspondence between the site and SDFD PAD Program Personnel.
- **Santee Union School District** will follow all requirements as outlined for a PAD Program as written within CA State Health & Safety Code 1797.196.
- The use of any City of San Diego classroom or facility designated for PAD Program CPR/AED training (if arranged through SDFD) shall be used solely for that purpose during the training period. Any unauthorized use during that period shall constitute a substantial default and subject this agreement to termination.

Schedules and Time Lines

- All training or other related schedules and time lines related to this Service Level Agreement are to be established between SDFD PAD Program Personnel and **Santee Union School District**.

Dispute Resolution Process

- Initial disputes if they should arise will be discussed and a resolution sought between **Santee Union School District** and the SDFD PAD Program Manager/Coordinator.
- If resolution is not achieved, second- and third-level supervisors from SDFD and **Santee Union School District** or their designee will seek resolution.

Upon signing this service agreement **Santee Union School District** will be invoiced only for “services agreed upon and rendered” for program management as set forth by this service level agreement.

All invoices generated from services rendered are due within 45 days of receipt of invoice.

Termination

Santee Union School District may terminate this agreement at any time and for any reason by giving written notice to SDFD of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

SDFD may terminate this agreement at any time and for any reason by giving written notice to said program participant of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

Indemnification

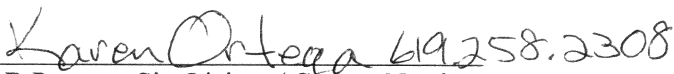
Santee Union School District shall defend, indemnify and hold SDFD, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, expense, attorneys’ fees or claims for

injury or damages are caused by or result from the negligent or intentional acts or omissions of its officers, agents, or employees.

SDFD shall defend, indemnify and hold **Santee Union School District**, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of, its officers, agents, or employees.

Modification of this Service Level Agreement

This Service Level Agreement may only be modified with the prior written approval of both parties.



PAD Program Site Liaison / Contact Number
Santee Union School District

Javier Mainar, Fire Chief / Date
City of San Diego Fire-Rescue Dept.

Authorized Entity Signature / Date
Santee Union School District

* For program participants who utilize AEDs other than the Cardiac Science manufactured AED units, it is recommended that the facility owning these units has a back stock of supplies, (defibrillator pads, spare battery, etc...), and needed equipment (i.e. downloading software) per the manufacturers' recommendation. SDFD is not responsible for replacement/maintenance equipment.

** Incident Management will be invoiced for a minimum of two hours of service between the hours of 1800 hours to 0600 hours Monday through Friday and all hours Saturday and Sunday, as well as all County recognized Holidays within San Diego County limits. An hourly cost for Incident Management will be incurred for entities requesting staff response outside of the San Diego County limits at all times.

BACKGROUND:

Due to renovations during Thanksgiving and winter break in the Educational Resource Center, furnishings and office equipment will need to be moved for carpet removal and replacement.

As a result, short term movers will be required for the period of November 19, 2014 through January 7, 2015.

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.

RECOMMENDATION:

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

- Up to eight (8) mover positions up to 8 hours per day as needed between November 19, 2014 and January 7, 2015

FISCAL IMPACT:

The daily cost to employ one (1) mover for eight (8) hours per day will be \$149 and will be paid from the General Fund.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.5.5.

Item E. DISCUSSION AND/OR ACTION ITEMS

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

Agenda Item E.

BACKGROUND:

Applications for membership on Board Advisory Committees were distributed to parents and employees, and were available on the District's web page. Submitted applications have been accepted and the Superintendent assigned applicants based on priorities and openings to membership on Board Advisory Committees to fill current vacancies. Membership on a Board Advisory Committee is a two-year term.

The Board advisory committees with vacant positions to be filled are:

- District Advisory Committee (DAC)
- Budget Advisory Committee (BAC)
- Calendar Committee
- Character Education Committee
- Communication Committee
- Facilities / Safety Committee
- Special Education Advisory Committee
- Wellness Committee

District Advisory Committee: Membership on this committee consists of 9 parents, 9 teachers, a representative each from STA, CSEA and SAA, in addition to 2 administrative staff members and chairpersons from various district committees. Members have two-year terms.

Budget Advisory Committee: Membership on this committee consists of 15 community members, 2 Board members, 3 district administrators, 3 STA members, and 3 CSEA members.

Calendar Committee:

This committee is usually comprised of Employee Association members, District employees, and Board of Education members. Community membership is encouraged.

Character Education Committee: Membership on this committee consists of 3 community members, 1 Board member, 1 district administrator, 1 STA member, and 1 CSEA member.

Communication Committee: Membership on this committee consists of 9 employees and 9 parents (one from each school site), 2 Board members, 1 district administrator, 1 STA representative, and 1 CSEA representative. If there is not a parent applicant from each school, members are recruited by the site administrator and membership is always open.

Facilities/Safety Committee: Membership on this committee consists of 3 district administrators, 7 parents/community members, 1 SAA representative, 1 STA representative, and 1 CSEA representatives (appointed by the associations), and 2 additional staff members.

Special Education Advisory Council:

Membership on this committee consists of 12 parents of students with diverse disabilities and from various schools, a special education teacher, a classified employee, district administration, and STA and CSEA representatives. Special education parent membership on this committee is welcomed as vacancies occur.

Wellness Committee

Membership on this committee consists of 9 teachers and 9 parents (one from each school site), 2 community members, 4 classified employees, 1 Board member, 4 District administrators, 1 STA representative, and 1 CSEA representative.

The Superintendent has assigned the applicants based on their priority choices listed on their applications and recommends appointments as assigned in the attached chart. Administration will continue to recruit membership in Board Advisory Committees to assure parent and community input is received.

RECOMMENDATION:

Administration recommends that the Board approve the Superintendent’s committee assignments and appoint these applicants to fill vacancies on the various Board Advisory Committees. The applicants represent a variance of schools throughout the District.

FISCAL IMPACT:

There is usually a negligible fiscal impact dependent on the committee’s needs. Any costs are paid from department operating budgets.

STUDENT ACHIEVEMENT IMPACT:

Board Advisory Committees provide the Board with valuable input and information from all stakeholders when making decisions that impact student achievement.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.1.1.

**Board Advisory Committees
2014-15**

School	District Advisory Council (DAC)	Budget Advisory Council (BAC)	Calendar	Character Education	Communication	Facilities/Safety	Special Education	Wellness	DELAC*
Cajon Park	Mike Olander (PLT)	Tylene Hicks (PLT)		Mike Olander (PLT)				<i>Cari Hayes (P)</i> <i>Jill Kisner (P¹)</i>	Elizabeth Perez (C)
Carlton Hills	<i>Jennifer Warrant (P)</i> <i>Hee-Jin Peterson (P)</i>	Angelo Benedetto (PLT)					<i>Nanci Frickle (P)</i> <i>Debra Beaver (P)</i> <i>Caryn Clancy (P)</i> <i>Carrie Chadwick (T)</i> <i>Rosemary Hild (P)</i>	Jerelyn Lindsay (PLT)	Excelsis Matias (C) Veronica Estrada (P)
Carlton Oaks	<i>Debbie Carreno (P)</i> Tammy Marble (PLT)	Marci Gross (T)	Cameron Williams (T) Lori Meaux (T)		Kristin Baranski (PLT) Kim Olsen (T)	Tammy Marble (PLT) <i>Matthew Greenbergs (P)</i>	Pam Mitchell (T)	Mindy Johnson (T)	
Chet F. Harritt	<i>Shavonne D. Darrington (P)</i> <i>Kimberly Hintz (P)</i>	<i>Valerie McGuire (P¹)</i>		<i>Avary Rollins (P)</i> Suzie Martin (PLT) Kimberly Hintz (P)	<i>Kimberly Hintz (P)</i>			<i>James Olson (P)</i> Suzie Martin (PLT)	Marisela Lopez-Villalva (C) Isabel Cuevas (P)
Hill Creek	<i>Leasa Greer (P)</i> <i>Shannon Jackson (P)</i> <i>Sara Nicole (P)</i> Amy Buntin (T) Patty Wilber (T)	Cindy Shirley (T)	Effie Oatman (T)	Karen Frongello (T)	<i>Sarah Catlow (P)</i> <i>Sandi McCreary (P)</i> Kiersten Lindsay (T) Karen Hohimer (PLT)	Stephanie Southcott (PLT) Mary Kelly (T) Debbie Wilson (T)	Patty Wilber (T)	<i>Jill Kisner (P¹)</i> Nancy Knudson (T)	Eva Gonzalez (C)
Pepper Drive	<i>Joann Nelson (P)</i> Ted Hooks (PLT) Tammy Scholder (PLT) Cindy Robinson (T)	Katy Jarvis (T)	Jennifer Keiser (T)	Kathleen Dubnicka (T)	Kelley Riddlespurger (T)	Joley Dones (T)	<i>Kathleen Dubnicka (T)</i> Sharon Hodges (T)	Jim Lindgren (T)	Tammy Scholder (PLT) Nada Sawaya (C) Laura Stablein (C)
PRIDE Academy	<i>Heather Haynes (P)</i>			<i>Vanessa Milton (P)</i>		<i>Martha Sainz (P)</i> DiAnn Albert (PLT)	<i>Jennifer Miranda (P)</i>	<i>Vanessa Milton (P)</i> Terry Heck (PLT)	Lupe Brambila (C) Nada Sawaya (C)
Rio Seco	<i>Shirley Lewis (P)</i> <i>Lisa McKean (P)</i>	<i>Erin Garcia (P)</i> <i>Carolyn Downing (P)</i>	Debra Simpson (PLT) Jim Rosa (PLT)	<i>Dave K. Adams (P)</i> <i>Brandy Wenhold (P)</i>	Debra Simpson (PLT) <i>Christina Saewert (P)</i> <i>Alan Armstrong (P)</i> <i>Renee Olmeda (P)</i>	<i>David West (P)</i> <i>Amy Crandall (P)</i>	<i>Brandy Wenhold (P)</i>	<i>Amy Scully (P)</i> <i>Lisa McKean (P)</i>	Jim Rosa (PLT) Lily Kumke (C)
Sycamore Canyon	Jeri Billick (PLT)	<i>Valerie McGuire (P¹)</i>							Karla Ortiz (C)
Santee Success					<i>AnneLise Ryan (T)</i>				
District Office	<i>Sherry Thompson (N)</i> Dan Prouty (PLT)	<i>Sherry Thompson (N)</i> Katy Hammack (T)			<i>Renee Claire Steel (C)</i>		<i>Renee Claire Steel (C)</i>		Bonner Montler (PLT) Elvia Mariscal (C)
Santee Citizen						<i>Paula Speicher</i>			

Legend:

Bold/Italicized = submitted application

PLT = Prof Leadership Team

P = Parent/Grandparent

P¹ = Parent/Grandparent at multiple schools

T = Teacher

N = District Nurse

C = Classified Employee

*DELAC: EL parents receive an all-call invitation to each meeting; parent participation is contingent on their availability

Discussion and/or Action Item E.2.1.
Prepared by Karl Christensen
October 7, 2014

Approval of Agreement for Joint Use
Partnership with Lakeside AYSO for
Development and Use of Pepper Drive School
Field

BACKGROUND:

At the September 16, 2014 meeting, Administration provided the Board of Education an update on its efforts to obtain funding for construction of a new grass field at Pepper Drive School. At a September 12, 2014 meeting with County Supervisor Dianne Jacob, Supervisor Jacob verbally committed to providing \$200,000 of the cost of construction contingent on the District entering into a joint use agreement with the Lakeside AYSO.

Administration has been working with the President of the Lakeside AYSO to develop an eventual Agreement. Tonight, Administration will present a draft of a possible Agreement to obtain Board input on terms and conditions.

RECOMMENDATION:

This is an information item. Action, if any, is at the discretion of the Board of Education.

This recommendation supports the following District goals:

Learning Environment

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

Fiscal Accountability

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

FISCAL IMPACT:

The budget estimate for field construction, including the water well, is \$425,000. \$130,000 of this pertains to the water well. \$200,000 may be obtained from the County of San Diego.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.1.

**AGREEMENT FOR A JOINT USE PARTNERSHIP FOR DEVELOPMENT AND USE OF
THE PEPPER DRIVE FIELD**

This agreement (“AGREEMENT”) is entered into this 21st day of October, 2014 (“AGREEMENT DATE”) by and between the Santee School District (“DISTRICT”) and the American Youth Soccer Organization as represented by Region #234 (“LEAGUE”), collectively referred to as the PARTIES.

RECITALS

WHEREAS, DISTRICT has a large area on the upper campus of Pepper Drive School located at 1936 Marlinda Way in the City of El Cajon that is currently composed of only dirt due to a grass field previously located there being demolished in 2013 for construction of a new Ten (10) classroom addition at Pepper Drive School (“PD Field”), and;

WHEREAS, LEAGUE is in need of additional fields for its youth teams to use for practices and games, and;

WHEREAS, DISTRICT is in the process of constructing and installing a water well to provide irrigation for grass to be installed on the PD Field at some point in the future, and;

WHEREAS, LEAGUE participants include students attending DISTRICT schools, including Pepper Drive School, and;

WHEREAS, the PARTIES have been working cooperatively to attempt to obtain sufficient funding for construction of the PD Field as a grass field to be used jointly by the DISTRICT and other youth sports organizations (“PD Joint Use Field”), and;

WHEREAS, the PARTIES met with County Supervisor Dianne Jacob (“Supervisor Jacob”) on September 12, 2014 and presented her with a preliminary budget for construction of the PD Joint Use Field with grass and a water well for irrigation estimated at \$425,000, and;

WHEREAS, Supervisor Jacob verbally committed to providing \$200,000 of the costs for constructing the PD Joint Use Field from County of San Diego funds (“SD County Share”) contingent on the DISTRICT and LEAGUE entering into a joint use agreement and;

WHEREAS, the PARTIES believe there are mutual benefits to be derived from a joint-use partnership for development and use of the PD Joint Use Field;

Therefore, the PARTIES hereby agree as follows:

TERMS

1. PRE-CONSTRUCTION AND FUNDING PURSUIT PHASE

- a. DISTRICT shall work diligently to identify and actively pursue grants, donations, or internal sources available to it to help fund the cost of construction of the PD Joint Use Field (“DISTRICT Share”).
- b. LEAGUE shall work diligently to identify grants and donations available to youth soccer organizations, and/or its own internal funds, and actively pursue those sources to help fund the cost of construction of the PD Joint Use Field (“LEAGUE Share”).
- c. DISTRICT shall deposit all funds received for construction of the PD Joint Use Field into its accounts and shall account for them separately. In the event that grantors or donors require payment directly to LEAGUE, LEAGUE shall immediately remit grants and donations received for construction of the PD Joint Use Field to DISTRICT.
- d. The PARTIES shall make every effort to work cooperatively to finalize the design for the PD Joint Use Field in such a manner as to be mutually agreeable. Nevertheless, design specifications required by the DISTRICT shall prevail.
- e. DISTRICT shall, at its sole discretion, obtain services from vendors that may be necessary for preliminary testing and design for the PD Joint Use Field.
- f. In preparation for the OCCUPANCY AND USE PHASE, LEAGUE shall work cooperatively with other American Youth Soccer Organizations operating in Santee and El Cajon (“Other AYSO Regions”) that service students attending DISTRICT schools to develop partnerships with them allowing them to also use the PD Joint Use Field should the OCCUPANCY AND USE PHASE described below commence.

2. CONSTRUCTION PHASE

- a. In the event the SD County Share is appropriated by the County of San Diego for payment to the DISTRICT and the combination of the SD County Share, LEAGUE Share, and DISTRICT Share is sufficient to fund the full cost of construction of the PD Joint Use Field, as determined solely by DISTRICT (“Conditions Precedent”), the following terms shall apply:
 - i. DISTRICT shall be solely responsible for contracting for construction and all services necessary for completion of the PD Joint Use Field.

3. OCCUPANCY AND USE PHASE

- a. In the event that the CONSTRUCTION PHASE is completed, the following terms shall apply:
 - i. To ensure sufficient establishment of the PD Joint Use Field grass, DISTRICT shall have sole discretion for determining the first day when the PD Joint Use Field is available for LEAGUE use (“LEAGUE First Use”).
 - ii. School Hours shall be defined as any time during which DISTRICT is preparing for, operating, or concluding its normal educational programs. These times generally refer to Monday through Friday from 6am to 3:30pm, exclusive of school holidays and break periods, but actual times are subject to change at the DISTRICT’s sole discretion.
 - iii. DISTRICT shall have the sole and exclusive right to use the PD Joint Use Field during School Hours, and for other scheduled DISTRICT operated or supported activities which may occur outside of School Hours.
 - iv. LEAGUE shall have use of the PD Joint Use Field at times not defined in sections 3.a.ii and 3.a.iii above (“Non-School Hours”) subject to the following conditions:
 1. LEAGUE shall complete and submit a Use of Facilities form with evidence of insurance to the DISTRICT in accordance with established procedures. The Use of Facilities form shall include the days of the week and blocks of time to be reserved for LEAGUE use for a one (1) year period.
 2. DISTRICT shall have the right to impose reasonable restrictions or periods of non-availability for the PD Joint Use Field due to condition, renovation/repair plans, or other extenuating circumstances.
 3. LEAGUE shall schedule practices and games in an organized and efficient manner being mindful that strategic scheduling can help maintain the PD Joint Use Field in good condition at all times and mitigate traffic congestion in the neighborhood and parking lots.
 4. The PARTIES agree that one of the intentions of this AGREEMENT is to provide benefits to students attending DISTRICT schools,

including Pepper Drive School. Therefore, Other AYSO Regions defined in section 1.f shall be considered and included by LEAGUE in scheduling use of the PD Joint Use Field in a balanced manner to ensure the intentions of this AGREEMENT are met.

5. Any other leagues, organizations, or entities wishing to use the PD Joint Use Field during Non-School Hours may be directed to the LEAGUE for consideration and scheduling.
 - a. If the LEAGUE determines that the LEAGUE schedule will allow another entity to use the PD Joint Use Field, LEAGUE shall instruct that entity to contact the DISTRICT Business Office for processing.
- v. The PARTIES understand that the DISTRICT has installed a deep water well to provide irrigation for the PD Joint Use Field (“Water Well”) and that the DISTRICT has no other viable method for providing irrigation for the PD Joint Use Field.
 1. DISTRICT shall provide water for the PD Joint Use Field only in an amount needed for ongoing sustainment of the field. This amount shall be determined by the DISTRICT and may vary depending on conditions, initial start-up, or reseeded.
 2. DISTRICT shall be responsible for installing and maintaining all pipes, valves, sprinkler heads, and other necessary elements for a smooth functioning irrigation system.
 3. DISTRICT reserves the right to suspend LEAGUE use of the PD Joint Use Field, or terminate this AGREEMENT in accordance with the provisions of Section 4.b of this AGREEMENT, in the event that circumstances beyond the DISTRICT’s control result in cessation of the Water Well thereby making the PD Joint Use Field unusable. These circumstances include, but are not limited to, the underground water source drying up, water authority action or dispute, or catastrophic events.
- vi. LEAGUE shall not erect any permanent or semi-permanent structures on, or construct improvements to, the PD Joint Use Field (“Improvements”) without prior, written consent of DISTRICT. This includes, but is not

limited to; field lights, electrical connection, scoreboards, bleachers or self-contained seating, booths, or snack bars.

1. Requests for Improvements shall be submitted to the DISTRICT Director, Maintenance and Operations prior to commencement of any work.
 2. LEAGUE understands that in some cases, Improvements may require submittal to, and approval of, the Division of State Architect or other Federal, State, or Local agencies (“Agency Approval”).
 3. If approved by DISTRICT, all costs for constructing Improvements, including fees associated with Agency Approval, shall be paid for by LEAGUE.
 4. LEAGUE shall be responsible for maintenance of any Improvements, including repair and graffiti removal. In addition, any work or costs associated with operation of the Improvements (e.g. light bulbs, painting, electricity, etc.) shall be the responsibility of LEAGUE.
 5. LEAGUE shall provide advance notice to DISTRICT of any contract workers LEAGUE may be bringing on school property.
 - a. LEAGUE shall cooperate with DISTRICT in the scheduling of contract work to occur on school grounds to ensure DISTRICT’s compliance with Education Code provisions governing fingerprinting and background checks of contractors performing construction or maintenance work on the PD Joint Use Field. This may include incorporating fingerprinting and background check provisions in LEAGUE contracts with vendors, scheduling contract work for Non-School Hours, or arranging for school personnel supervision at LEAGUE expense.
- vii. DISTRICT shall be responsible for all maintenance and upkeep tasks to maintain the PD Joint Use Field in good working condition including mowing, aeration, fertilization, reseeding, pest control, and irrigation repair.

1. LEAGUE shall pay DISTRICT an annual maintenance assessment as a method for partially offsetting the on-going cost of maintenance and upkeep of the PD Joint Use Field (“Maintenance Assessment”).
 - a. The Maintenance Assessment shall begin as \$1,500.00 (One Thousand Five Hundred dollars) in the fiscal year [July 1 through June 30] (“Fiscal Year”) when LEAGUE First Use occurs. The Maintenance Assessment shall increase by three percent (3%) annually starting July 1 of the Fiscal Year following LEAGUE First Use and each year thereafter (“Annual Escalator”).
 - b. DISTRICT and LEAGUE shall confer annually regarding the Maintenance Assessment and Annual Escalator to ensure these components are meeting the interests of the PARTIES. Any revisions to the Maintenance Assessment and/or Annual Escalator shall be enacted through a written amendment in accordance with Section 4.d of the AGREEMENT.
 - c. With the possible exception of the first Fiscal Year of LEAGUE use of the PD Joint Use Field, DISTRICT shall invoice LEAGUE for the Maintenance Assessment on or about July 1 of each year. The billing date for the Fiscal Year of LEAGUE First Use may vary depending on when LEAGUE First Use is scheduled. LEAGUE shall pay invoices within thirty (30) calendar days of the invoice date.
 - i. In the event that an outstanding invoice remains partially or completely unpaid for more than sixty (60) calendar days, DISTRICT reserves the right to suspend LEAGUE’s use of PD Joint Use Field until the invoice is paid in full.
- viii. DISTRICT shall provide LEAGUE a sufficient number of gate keys for coaches to enter and exit the areas needed to access the PD Joint Use Field. Recipients shall be required to sign for receipt of a key. LEAGUE

shall not put any of its own chains or locks on DISTRICT gates. Any unauthorized chains or locks will be cut and removed by DISTRICT.

1. LEAGUE shall ensure DISTRICT gate keys are safeguarded and only made available to LEAGUE officials.
 2. LEAGUE shall not make copies of DISTRICT gate keys without prior, written consent of DISTRICT.
- ix. LEAGUE and DISTRICT shall inspect the PD Joint Use Field prior to each respective use to ensure safe, playable conditions. Upon the discovery of a hazard, protection of the property and field users shall be the responsibility of the discovering party. LEAGUE and DISTRICT agree to notify the other party in writing within two (2) working days of any safety concerns from the perspective of a reasonable user. Responsibility for repair and/or maintenance of hazard shall be borne by the LEAGUE unless DISTRICT determines it is in its best interest to undertake repair or maintenance.
- x. LEAGUE shall be responsible for ensuring the following occur on a daily or as needed basis:
1. Trash and debris from field and surrounding areas are removed
 2. Fields and surrounding areas are neat, clean, and orderly
 3. Trash and recycling containers are emptied
 4. Areas reasonably expected to have pedestrian traffic are kept free of obstacles or potential hazards
 5. Potential safety hazards and inoperability/deficiency issues are reported to DISTRICT immediately but not more than two (2) working days after discovery
 6. Players, Coaches, Spectators, and Parents do not:

- a. Arrive impaired in any way due to being under the influence of alcohol or drugs
- b. Possess an open container of alcohol or consume alcohol
- c. Possess or be under the influence of an illegal drug
- d. Sell, offer or provide alcohol or drugs to another person
- e. Smoke or use any tobacco product
- f. Behave in a disorderly or disruptive manner while on school grounds

4. OTHER GENERAL TERMS

- a. **TERMINATION FOR CAUSE:** If LEAGUE violates or fails to perform any of the provisions required of them in this AGREEMENT, DISTRICT may provide written notice to LEAGUE of its intention to terminate the AGREEMENT for cause. This notice of intent to terminate for cause shall contain the reasons for such intention to terminate and a statement to the effect that LEAGUE's right to use the PD Joint Use Field shall cease and terminate upon the expiration of ten (10) working days unless such violations have ceased and arrangements satisfactory to the DISTRICT have been made for correction of said violations. If the violations are not remedied to the satisfaction of DISTRICT within ten (10) working days of the notice of intent to terminate for cause, DISTRICT may terminate this AGREEMENT.
- b. **TERMINATION FOR CONVENIENCE:** Either party may terminate this AGREEMENT by providing a thirty (30) day written notice to the other party. Except for circumstances occurring as described in Section 3.v.3 of this AGREEMENT, or the occurrence of a catastrophic event beyond the DISTRICT's control which renders the PD Joint Use Field permanently unusable, DISTRICT's right to terminate for convenience shall begin after the expiration of five (5) years from the AGREEMENT DATE. Upon termination, any and all Improvements made by the LEAGUE to the PD Joint Use Field shall become the property of the DISTRICT.

- c. **AUTOMATIC TERMINATION:** This AGREEMENT shall automatically terminate on April 20, 2015 if the Conditions Precedent specified in Section 2.a of this AGREEMENT do not occur within one hundred and eighty (180) calendar days from the AGREEMENT DATE, unless DISTRICT and LEAGUE agree, in writing, to waive or extend the AUTOMATIC TERMINATION date.
- d. **TERM:** This AGREEMENT shall remain in full force and effect from the AGREEMENT DATE until such time as it is either terminated by either party with written notice to the other or Automatic Termination occurs as specified in Section 4.a of this AGREEMENT.
- e. **SCOPE:** This AGREEMENT constitutes the final, complete and entire contract between the PARTIES and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the PARTIES, whether written or oral. There are no representations or other agreements included. No supplemental modification or waiver of this AGREEMENT will be binding unless executed in writing by the PARTIES to be bound thereby.
- f. **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 mutual agreement of the PARTIES.
- g. **AMENDMENTS:** This AGREEMENT may be amended at any time by mutual agreement of the PARTIES. However, before any amendment will be operative or valid, it must be reduced to writing and signed by both PARTIES.
- h. For purposes of the insurance and indemnification clauses below, LEAGUE shall include Other AYSO REGIONS that may use the PD Joint Use Field under the terms of this AGREEMENT:
 - i. **INSURANCE:** LEAGUE shall maintain liability insurance and provide to DISTRICT upon request, a certificate of insurance and additional insured endorsement, identifying DISTRICT as an additional insured on the LEAGUE's liability insurance policy, accompanied by a policy endorsement.

The additional insured endorsement shall apply coverage to the Santee School District, members of the School Board – both collectively and individually, and any employees of the Santee School District – both collectively and individually.

Insurance coverage limits shall be no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Failure of LEAGUE to obtain and maintain these insurance requirements shall constitute a breach of this AGREEMENT, and shall be cause for immediate termination of this AGREEMENT.

- ii. **INDEMNIFICATION:** The PARTIES intend that, in the event of injury or damage occurring on or around the PD Joint Use Field, the obligations below will rest with the entity in control of the PD Joint Use Field at the time of the damage or injury. For example, LEAGUE would defend and indemnify DISTRICT for a claim arising from an incident occurring during a LEAGUE event; and DISTRICT would defend and indemnify LEAGUE for a claim arising when DISTRICT has control of the PD Joint Use Field (i.e. during School Hours, or during a DISTRICT operated or support activity). In addition, DISTRICT would defend and indemnify LEAGUE for a claim arising from a hazardous condition existing on Pepper Drive School premises that may be traversed or accessed during LEAGUE events but not located directly on the PD Joint Use Field (e.g. parking lot or walking paths to and from the parking lot). The above example is merely intended to illustrate the intent of the PARTIES and is not to be viewed as a limitation of the indemnity obligations set forth below.

LEAGUE shall defend and hold harmless DISTRICT, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property arising from an incident during LEAGUE's use of the PD Joint Use Field regardless of the DISTRICT's negligence (active, passive or sole) or other fault except for willful misconduct by DISTRICT.

DISTRICT shall defend and hold harmless LEAGUE, its officers, officials, employees and volunteers from and against any and all claims, suits,

actions, or liabilities for injury or death of any person, or for loss or damage to property arising from an incident during DISTRICT's use of the PD Joint Use Field regardless of LEAGUE's negligence (active, passive or sole) or other fault except for willful misconduct by the LEAGUE.

In the event a claim is made against either party, the PARTIES will immediately meet and confer regarding the handling of the claim, and in no case later than thirty (30) calendar days from receipt of the claim. The obligation to defend the other party will not begin until such defense is requested in writing. A party defending the other without a reservation of rights may select defense counsel.

The PARTIES, in mutual consideration thereof, have executed this AGREEMENT with approval of its respective governing bodies, if applicable.

DISTRICT:

By: _____
Karl Christensen
Assistant Superintendent, Business Services

Date: _____

LEAGUE:

By: _____

Date: _____

BACKGROUND:

At the September 16, 2014 meeting, the Board of Education requested a discussion item be placed on a subsequent Board agenda relating to the process of scheduling Joint Use Fields.

The inventory of fields available for joint use by Leagues and other entities is as follows:

<u>Site</u>	<u>Location</u>	<u>Field Type</u>	<u>Count</u>
<i>Cajon Park</i>	Near Junior High Building	Large grass - mixed use	1+
<i>Carlton Hills</i>	Near Junior High Building	Large grass - mixed use	1+
<i>Carlton Oaks</i>	Near Junior High Building	Large grass - mixed use	1+
<i>Chet F. Harritt</i>	Between campus and Mesa Rd	Baseball fields and a small center area for open play/soccer	3+
<i>Hill Creek</i>	Behind school	Large grass - mixed use	1+
<i>Pepper Drive</i>	None	N/A	0
<i>PRIDE Academy</i>	Upper campus	Large grass - mixed use	1+
<i>Rio Seco</i>	Southern campus area	Baseball fields only	3
<i>Sycamore Canyon</i>	Lower campus area	Large grass inside a track - mixed use	1
<i>Santee School Site</i>	Western portion	Baseball fields (3) and soccer field (1)	4

Below is a summary of the current process for reserving and scheduling joint-use fields:

- Individual Leagues submit their Use of Facilities requests through Santee Sports Council
- In most cases, Ron Burner (Santee Sports Council) assembles, processes, and submits Use of Facilities forms, with insurance information, to District
 - At times, Leagues may submit forms directly to District. They are accepted as long as the Santee Sports Council form accompanies it.

- Use of Facilities requests generally encompass a one year period by specifying all days of week during date ranges for each season. Seasons are generally established as follows:
 - January 1 through July 31
 - August 1 through December 31
- District works with Santee Sports Council on any restrictions or non-availability of individual fields due to condition, renovation/repair plans, or other extenuating circumstances to establish final inventory of fields to be reserved
- Ron Burner is responsible for establishing daily schedules and field assignments for each League
- Leagues or other entities who are not part of the Santee Sports Council may submit Use of Facilities requests through the District (“Non-Sports Council Requests”)
 - Entities seeking Non-Sports Council Requests are directed to call Ron Burner to determine availability
 - District contacts Santee Sports Council to determine availability of field before processing Non-Sports Council Requests

RECOMMENDATION:

This is an information item. Action, if any, is at the discretion of the Board of Education.

This recommendation supports the following District goals:

Learning Environment

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

Fiscal Accountability

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

FISCAL IMPACT:

There is no fiscal impact.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.2.

BACKGROUND:

At the September 16, 2014 meeting, the Board of Education requested a discussion item be placed on a subsequent Board agenda relating to City of Santee owned buildings on District property.

There are currently two (2) buildings belonging to the City on District property that are operated by the Parks and Recreation Department:

- 1 building at Chet F. Harritt School
- 1 building and a playground structure at Santee School Site

Placement of City Park and Recreation Department buildings on District property is governed by the original Joint Use Agreement with the City executed May 14, 1986. Specifically, section 1.c of that agreement states:

CITY shall furnish and supply, at no cost to DISTRICT, materials necessary for carrying on a community recreation program conducted by CITY. Upon DISTRICT approval, CITY may place and use on DISTRICT property other CITY equipment as is suitable for community recreation purposes.

RECOMMENDATION:

This is an information item. Action, if any, is at the discretion of the Board of Education.

This recommendation supports the following District goals:

Learning Environment

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

Fiscal Accountability

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

FISCAL IMPACT:

None.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.3.

Discussion and or Action Item E.2.4. Storm Water Management Plan Update
Prepared by Karl Christensen
October 7, 2014

BACKGROUND:

On May 31, 2006, the Board adopted a Storm Water Management Plan (SWMP) for the District. The SWMP identifies the best management practices (BMPs) that are being implemented throughout the District to prevent pollution storm water runoff.

The District is part of a consortium administered by the County Office of Education and receives guidance and consultation from them. There have been, and continue to be, numerous changes to storm water requirements that trigger the need for additional action by the District.

Staff will provide the Board an update of the Storm Water Management Plan, what has been accomplished, and what will need to be done in the near future in response to more stringent requirements.

RECOMMENDATION:

This is an information item. Action, if any, is at the discretion of the Board of Education.

This recommendation supports the following District goal:

Learning Environment

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

FISCAL IMPACT:

No Fiscal Impact at this time.

STUDENT ACHIEVEMENT IMPACT:

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

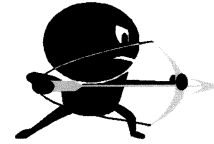
Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.4.



STORMWATER QUICKLOOK

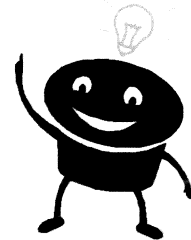
SUMMARY CHECKLIST SANTÉE SCHOOL DISTRICT 2014 TARGETS



2014 Task Description	Target Completion Date	Date Completed
1. Use District Website to increase awareness Place copy of the Storm Water Management Plan on District website. (Provision C.2)	12/31/2014	
2. Document existing public education and involvement Gather information from other District staff to determine how students are already being educated about stormwater, and how students and staff are involved in watershed activities, and document. (Provisions B.4, C.3)	12/31/2014	
4. Prepare storm drain system maps Revise outfall maps to show storm drain inlets and permanent BMP locations. (Provision D.3)	12/31/2014	

Additionally, the following actions should be completed every year:

- Conduct stormwater training with District staff*
- Maintain drainage inlet labels to ensure they are legible*
- Ensure storm drain inlets are free of debris, trash, and sediment prior to rain events*
- Send in your complete site drainage maps, and information on additional accomplishments you'd like the FACJPA to have on record, to assist in record keeping and reporting*



SANTEE SCHOOL DISTRICT
2013-2014 Municipal Stormwater Management Plan
Annual Progress Report

Provision	SWMP Years	BMP	Task	Years	BMP Implementation Detail
A. Program Management Element	1-5	Establish Legal Authority	Take Board action to voluntarily adopt SWMP.	2006	
	6-10	Establish Legal Authority	Take Board action to amend District Policy to facilitate effective enforcement of stormwater requirements.	2012	
B. Public Education and Outreach Program	1-5	Educate students, staff and facility users	1. Discuss stormwater issues with custodial and maintenance staff.	2007 2008 2009 2010 2011	Custodial and maintenance staff receive training at annual meetings, which include basic training on the storm water system, effects of pollution, and pertinent updates on storm water regulations.
	6-10	Educate students, staff and facility users	1. Continue to discuss stormwater issues with custodial and maintenance staff.	2012 2013 2014 2015 2016	Custodial and maintenance staff receive training at annual meetings, which include basic training on the storm water system, effects of pollution, and pertinent updates on storm water regulations. Additionally, in 2014, monthly stormwater messages provided by the FACJPA were shared with pertinent staff members.
			2. Provide for student participation in educational programs.	2012 2013 2014 2015 2016	Students participate in a school campus recycling program, outdoor classroom stream activities, and Green Apple Day, which include education on the water cycle, ecosystems, and the effects of pollution. Students also learn about the water cycle and rainwater harvesting in seventh grade.
			3. Add stormwater language to small contract forms and applications for use of school facilities.	2013	Complete
			4. Gather information regarding the different ways students are already being educated about stormwater runoff and pollution.	2014	In Progress

Note: Bold compliance year(s) indicate the activity is complete for that year

SANTEE SCHOOL DISTRICT
2013-2014 Municipal Stormwater Management Plan
Annual Progress Report

Provision	SWMP Years	BMP	Task	Years	BMP Implementation Detail
C. Public Involvement and Participation Program	1-5	Encourage involvement in watershed activities	1. Notify and provide for student and staff participation in stormwater related activities in the watershed.	2010 2011	The District provides for student and staff participation in annual Earth Day and creek cleanup activities, and notifies students and staff of opportunities to participate in watershed activities.
	6-10	Encourage involvement in watershed activities	1. Continue to notify and provide for student and staff participation in stormwater related activities in the watershed.	2012 2013 2014 2015 2016	A stormwater opportunities poster including numerous stormwater related events and activities is provided by the FACJPA annually and distributed to sites to encourage student and staff involvement in the watershed. Additionally, students and staff participate in Earth Day and creek cleanup activities, Urban Core recycling programs, and tree plantings.
		Use District website to increase awareness	2. Place copy of Storm Water Management Plan on District website.	2014	In Progress
		Document existing public involvement	3. Gather information to determine how students and staff are involved in watershed activities and document.	2014	In Progress
D. Illicit Discharge Detection and Elimination (IDDE) Program	1-5	Document and site drainage	1. Prepare outfall maps, label drainage inlets and train staff	2010 2011	Outfall maps were prepared, showing where drainage leaves each site, labels were added at existing inlets in high foot traffic areas, and District staff was trained on the control of non-stormwater runoff and proper disposal of chemicals and wash water.
		Eliminate illicit discharges	2. Identify and prohibit activities that could result in an illicit discharge.	2010	Student car wash activities were disallowed.
	6-10	Train staff	1. Continue to provide and document annual training for District staff and document using sign-in sheets.	2012 2013 2014 2015 2016	District staff receive training annually, which includes basic training on the storm water system, effects of pollution, and pertinent updates on storm water regulations. Additionally, in 2014, monthly stormwater messages provided by the FACJPA were shared with pertinent staff members.
		Add/maintain drainage inlet labels	2. Refresh existing inlet labels, or install additional labels, where needed.	2013	Labels refreshed where faded. Additional labels were placed in high traffic areas where applicable.
		Prepare storm drain system maps	3. Revise outfall maps to show storm drain inlets and permanent BMP locations.	2014	In Progress; The District has completed eight of ten maps.
Conduct field screening	4. Check for illicit discharges at each site, possibly as part of FIT observations.	2014 2015 2016	The District has incorporated IDDE screening into their existing inspection program, and is utilizing the supplemental inspection tool for stormwater concerns.		

Note: Bold compliance year(s) indicate the activity is complete for that year

**SANTEE SCHOOL DISTRICT
2013-2014 Municipal Stormwater Management Plan
Annual Progress Report**

Provision	SWMP Years	BMP	Task	Years	BMP Implementation Detail
E. Construction Site Runoff Control Program	1-5	Comply with Construction General Permit (CGP)	1. Develop and utilize contract language requiring compliance with CGP at large construction sites (1 acre or greater).	2010	
		Train staff	2. Provide annual training to District staff regarding use of construction BMPs.	2007 2008 2009 2010 2011	
	6-10	Comply with Construction General Permit (CGP)	1. Verify use of contract language to require compliance with CGP at large construction sites, if any.	2012 2013 2014 2015 2016	There are no active construction projects in the District
		Train staff	2. Continue to provide and document annual training for District staff regarding use of BMPs at both large and small (less than 1 acre) construction sites and document.	2012 2013 2014 2015 2016	There are no active construction projects in the District
		Install BMPs at small construction sites	3. Monitor construction activities at small sites and install BMPs where needed to prevent stormwater pollution.	2012 2013 2014 2015 2016	BMPs are deployed as appropriate to activities for small maintenance and landscaping projects.

Note: Bold compliance year(s) indicate the activity is complete for that year

SANTEE SCHOOL DISTRICT
2013-2014 Municipal Stormwater Management Plan
Annual Progress Report

Provision	SWMP Years	BMP	Task	Years	BMP Implementation Detail
F. Pollution Prevention/ Good Housekeeping for Operations Program	1-5	Prevent pollution caused by District operations and train staff	Identify and take steps to eliminate pollutant sources that may relate to District landscaping, grounds-keeping, custodial, material storage, and transportation activities.	2007 2008 2009 2010 2011	The District has implemented Integrated Pest Management (IPM) and litter collection programs, minimized fertilizer use, and begun using green custodial products. Materials stored outdoors have been evaluated for exposure to stormwater. Staff has been trained regarding BMPs that should be used to prevent stormwater pollution. The Bus Maintenance SWPPP is also being implemented.
	6-10	Prevent pollution caused by District operations	1. Continue to implement IPM program, minimize fertilizer use; collect litter; use green custodial products.	2012 2013 2014 2015 2016	Protocols have been established and are being implemented. The Bus Maintenance SWPPP is also being implemented. Additionally, areas with bare soil have been hydroseeded to prevent erosion.
		Address outdoor material storage	2. Continue to minimize and take steps to assure that materials stored outside are not exposed to stormwater.	2012 2013 2014 2015 2016	Most significant materials at the District Maintenance Facility have been placed into shipping containers, beneath a permanent roof, beneath a tarp, or indoors. The district is looking into providing additional protection for temporarily stored items, and moving the few remaining items into covered/contained areas.
		Train staff	3. Continue to provide and document annual training for District staff and document using sign-in sheets.	2012 2013 2014 2015 2016	Custodial and maintenance staff receive training at annual meetings, which include basic training on the storm water system, effects of pollution, and pertinent updates on storm water regulations. Additionally, in 2014, monthly stormwater messages provided by the FACJPA were shared with pertinent staff members.
		Maintain storm drain system facilities	4. Inspect facilities, including catch basins and permanent BMPs. Clean where needed to maintain effectiveness in trapping debris and sediment.	2013 2014 2015 2016	The District has incorporated storm drain and BMP inspection and maintenance into their existing inspection program, and is utilizing the inspection tool provided by the FACJPA.
		Eliminate potential pollutant hotspots	5. Identify special activities where there is the potential for stormwater pollution. Take steps to prevent stormwater pollution.	2012 2013 2014 2015 2016	Cafeterias have been identified as a potential pollutant source. To prevent pollutant discharge, all food waste is bagged prior to placement in dumpsters. Lids are kept closed, and disposal areas are kept free of waste materials and liquids.

Note: Bold compliance year(s) indicate the activity is complete for that year

SANTEE SCHOOL DISTRICT
2013-2014 Municipal Stormwater Management Plan
Annual Progress Report

Provision	SWMP Years	BMP	Task	Years	BMP Implementation Detail
G. Post Construction Stormwater Management Program	1-5	Identify existing post-construction BMPs	1. Identify existing post-construction BMPs	2011	The District has installed pervious pavement, a retention basin, and vegetated swales.
	6-10	Inspect existing post-construction BMPs	1. Inspect existing post-construction BMPs. Provide maintenance as necessary to maintain BMP effectiveness.	2012 2013 2014 2015 2016	All post-construction BMPs are inspected annually, and cleaned out/maintained as needed as part of regular facility maintenance procedures.
		Consider future post-construction BMPs	2. Include County post-construction BMPs on both major and minor and improvement projects where possible.	2012 2013 2014 2015 2016	No improvement projects are currently in progress. The following resources may be consulted in the event that improvement projects are undertaken in the future: <ul style="list-style-type: none"> ✓ City of Santee: www.ci.santee.ca.us/Index.aspx?page=361 ✓ County of San Diego (for new construction or renovation) See Chapter 4 – Guidance for Selection of Permanent BMPs in the San Diego County Standard Urban Storm Water Mitigation Plan for Land Development and Public Improvement Projects: www.sdcounty.ca.gov/dpw/watersheds/susmp/susmp.html ✓ San Diego County Low Impact Development Handbook: www.sdcounty.ca.gov/dplu/docs/LID-Handbook.pdf
H. Program Effectiveness Assessment and Improvement	6-10	Develop plan	1. Develop plan to track short- and long-term progress.	2015	
		Evaluate existing program effectiveness	2. Evaluate the effectiveness of the District's existing stormwater management program. Determine steps the District can take to further mitigate impacts on stormwater quality.	2016	
		Identify proposed modifications to BMPs and significant District activities	3. Identify how existing control measures and or activities can be modified to improve the effectiveness of the District stormwater management program.	2017	

Note: Bold compliance year(s) indicate the activity is complete for that year

Discussion and/or Action Item E.2.5. Approval of Monthly Financial Report
Prepared by Karl Christensen
October 7, 2014

BACKGROUND:

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

RECOMMENDATION:

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

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

The Monthly Financial Report shows a beginning cash balance of \$5,829,990; cash receipts of \$8,096,953; and disbursements of \$5,749,312 are reflected for the period of July 1, through August 30, 2014 resulting in an ending cash balance of \$8,177,632 as of August 31, 2014.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.5.

Monthly Financial Report - July and August

1

CASH REPORT FOR JULY AND AUGUST

		Actual	Projected*
Beginning Cash Balance as of July 1, 2014		\$5,829,990	\$5,829,990
INCOME			
<hr/>			
A. Local Control Funding Formula			
State Aid	\$ 2,469,876		
Property Taxes	\$ 271,508		
		2,741,384	
B. Federal Income			
Federal Funding	11,489		
		11,489	
C. State Income			
Unrestricted State Funding	2,675		
Lottery	190,942		
Deferrals	4,492,672		
		4,686,289	
D. Local Income			
Other Local Income	97,995		
Spec Ed	551,177		
Interest	8,619		
		657,791	
E. Due to/Due from other funds		-	
F. Debt Proceeds		-	
TOTAL INCOME		\$8,096,953	\$8,016,651
Beginning Balance Plus Income		\$13,926,943	\$13,846,641
DISBURSEMENTS			
<hr/>			
G. Commercial Warrants	\$ 2,385,269		
H. Payroll Warrants	2,150,823		
I. Statutory Employee Benefits	516,952		
J. Health & Welfare	421,238		
K. Other Outgo	265,030		
L. Interfund Borrowing Out	10,000		
TOTAL DISBURSEMENTS		\$5,749,312	\$6,412,208
Ending Cash Balance as of August 31, 2014		\$8,177,632	\$7,434,433

* Based on Cash Flow Projection at Unaudited Actuals - August 2014

Budget Revisions
Through August 31, 2014
2014-15 Revised Budget

	<u>Unrestricted</u>	<u>Restricted</u>	<u>Total</u>
Beginning Fund Balance	10,456,554	1,350,410	11,806,964
Estimated Income	39,420,613	10,581,711	50,002,324
Estimated Expenditures	<u>41,991,861</u>	<u>11,551,714</u>	<u>53,543,575</u>
Change in Fund Balance	(2,571,248)	(970,003)	(3,541,251)
Projected Ending Fund Balance	7,885,306	380,407	8,265,713
Less: Restricted Program Carryovers	-	380,407	380,407
Less: Non-Spendable			
Prepaid Expenses	375,869	-	375,869
Revolving Cash Fund	15,000	-	15,000
Stores Inventory	28,440	-	28,440
Less: Assigned Vacation Carryover	224,718	-	224,718
Assigned Site Carryover Balances	451,403	-	451,403
Less: Economic Uncertainty Reserve	1,606,307	-	1,606,307
Less: Reserve for State Budget Uncertainty	-	-	-
Uncommitted/Unassigned/Unappropriated Fund Balance	5,183,569	-	5,183,569
Fund 17 Projected End of Year Balance	<u>2,885,713</u>	<u>-</u>	<u>2,885,713</u>
Projected Reserves	<u>9,675,589</u>	<u>-</u>	<u>9,675,589</u>
As a % Estimated Expense Total	18.07%		
* Projected Reserve % 2015-16	10.78%		
* Projected Reserve % 2016-17	5.51%		

* Based on Multi-Year Projection at 2014-15 Budget Adoption- June 2014

- Achieve 3000

Prepared by Dr. Stephanie Pierce

October 7, 2014

BACKGROUND:

The Common Core State Standards (CCSS) in English Language Arts have placed an emphasis on a shift toward an increase in non-fiction reading. Extensive research has established the need for college and career ready students to be proficient in reading complex informational text independently in a variety of content areas. The 2009 reading framework of the National Assessment of Educational Progress (NAEP) requires a high and increasing proportion of informational text on its assessment as students advance through the grades.

Distribution of Literary and Informational Passages by Grade in the 2009 NAEP Reading Framework

Grade	Literary	Information
4	50%	50%
8	45%	55%
12	30%	70%

Achieve3000 offers two non-fiction literacy solutions called KidBiz3000 for grades 2-5 and TeenBiz3000 for grades 6-8. Students learn better when content is differentiated based on their individual needs. Achieve3000 makes it possible for every student in the class to read about the same topic and cover the same key concepts, but the non-fiction content is differentiated according to each student's precise reading level and instructional needs. Achieve3000 also offers additional scaffolds for students who require more support such as English language learners, struggling readers, students with special abilities, and advanced students.

Support for teachers includes access to prebuilt units, the ability for teachers to create units, answer keys, graphic organizers, standards alignment, strategy lessons (e.g. how to cite evidence), and supports for special populations. Importantly, Achieve3000 allows teachers to check on student progress through various usage reports.

Student reading levels are determined through an assessment called a "levelset" which provides a Lexile reading level. Through the five step literacy routines, the program continually assesses students' reading levels, automatically adapts content as the Lexile level changes, and provides results immediately so teachers can identify and target instruction as necessary.

Achieve3000 comes with an iPad application that allows students to complete their lessons anytime and anywhere, even without an internet connection. The latest version of the application extends to support Spanish speaking students. Additionally, the Home Edition of Achieve3000 allows parents and teachers to work together within the Achieve environment to assure student progress and success.

RECOMMENDATION:

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

FISCAL IMPACT:

Funding for this program will come from Local Control Funding Formula (LCFF). The total cost for Achieve3000 will be \$662,169.40 for the term of January, 2015 through June 2018. The payment schedule includes an upfront payment of \$165,542.35 and \$165,542.35 due July 2015, July 2016 and July 2017. A copy of the proposal is attached.

STUDENT ACHIEVEMENT IMPACT:

Achieve3000 will provide students with a blended on-line solution that will personalize learning. Administrators, teachers, students, and parents will have access to Achieve3000 reports for monitoring achievement and mastery of standards. Teachers will utilize the full capacity of Achieve3000 reporting for planning instruction to optimize students' opportunities to excel with Common Core State Standards instructional goals.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.3.1.



Santee School District

Program Overview & Cost Proposal

June 9, 2014



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A Partnership for Santee School District

Achieve3000® is pleased to provide a proposal for Santee School District. As your partner, Achieve3000 is committed to working with you to ensure that 21st Century challenges become exciting new opportunities allowing your students and teachers to have the best solutions to prepare for the rigors of college and career. Reaching those shared goals begins with literacy. Achieve3000 is committed to working with Santee School District to:

- Accelerate student achievement to meet the 1300 Lexile® reading level target by grade 12;
- Provide equity of access so **all** students can stretch to the new grade level expectations; and
- Extend the reach of literacy instruction to content area curricula and beyond the school day.

For more than 13 years, Achieve3000 has been established as the leader in differentiated instruction, providing millions of students with a personalized path to improved literacy gains and improved prospects for college and career. The vision at Achieve3000 is simple: ensure each and every student in Santee School District is on an individualized path to college and career readiness.

Partnership Overview

Achieve3000, the leading provider of online differentiated instructional platforms, is pleased to provide a proposal for Santee School District. Our award-winning solutions provide highly tailored instruction in literacy and science for students in grades 2–12. Our approach has a decade of proven success in raising student Lexile® reading levels and high-stakes reading test scores.

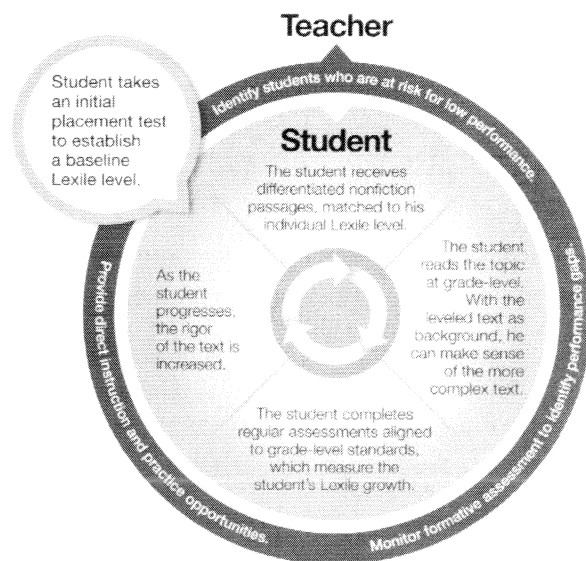
The premise behind Achieve3000’s approach is simple: one of the most effective ways to improve Lexile levels and to prepare students for the rigors of college and career is to meet each student one-on-one at his or her individual reading level. Our solutions assess student Lexile levels on an ongoing basis and deliver rigorous nonfiction materials that are scientifically matched to each student’s Lexile level. At the same time, instruction is focused on target grade-level English Language Arts, science, and social studies standards.

Our powerful solutions include:

- **KidBiz3000®** for students in grades 2–5
- **TeenBiz3000®** for students in grades 6–8
- **Achieve Intervention** for at-risk students in grades 2–12
- **Achieve Language** for ELL students in grades 2–12
- **Achieve Enrichment** for gifted learners in grades 2–12

Each of our solutions uses Achieve3000’s proprietary engine to help increase student literacy proficiency by, step by step. The solutions are available in both English and Spanish and are proven to increase read-

Accelerating Student Lexile Growth



ing, fluency, vocabulary, and writing proficiency; students across the nation have made dramatic gains on high-stakes tests since beginning to use the solutions.

Achieve3000 delivers literacy programs for some of the largest states and districts in the country including El Paso ISD, Miami-Dade County Public Schools, and The Hawaii Department of Education. Overall, our platforms and services support more than 1.5 million students and over 150,000 educators in the U.S. and abroad.

Built from the Common Core State Standards

As the implementation of Common Core State Standards (CCSS) expands across the country, educators will have access to the first set of truly 21st-century learning standards. This also means new content, new expectations, and new approaches. In order to succeed, teachers and students will need additional help in navigating the new world of Common Core. Achieve3000 Solutions have been developed to support the CCSS in several ways; our 5-Step Literacy Routine promotes several elements of the CCSS, including effective arguments and written communication, the ability to read and synthesize information from multiple sources, and the development of strong knowledge and higher thinking skills:

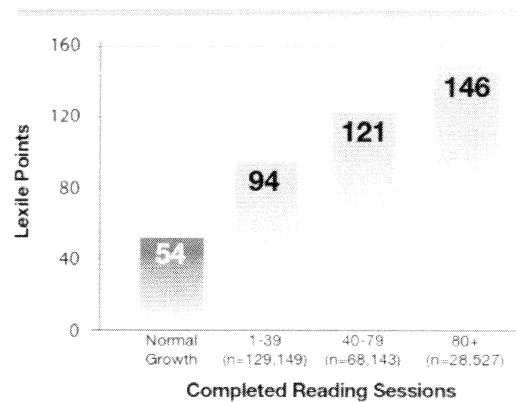
- **Step 1:** Express opinion based on prior knowledge
- **Step 2:** Derive information from diverse sources
- **Step 3:** Demonstrate comprehension and mastery of grade-specific standards
- **Step 4:** Re-evaluate opinion based on new information
- **Step 5:** Communicate information in writing and when speaking

In addition to the rigors of instruction, Common Core is raising the rigors of what students read across the curriculum. A number of recent studies reveal a growing gap between the texts that students read in school and those they will be required to read in college and the workforce. Students also must gradually increase the load of nonfiction and informational text as they progress toward graduation. With Achieve3000, Santee School District will receive rich, engaging, and highly relevant informational texts aligned to grade level science and/or social studies standards. Along with robust data and reporting tools, student motivation features, and adaptive text selections and assessments, Achieve3000 provides the only differentiated solution to accelerate all learners toward college and career readiness.

Students will progress through a staircase of text complexity that is measured and monitored every step of the way. Achieve3000 provides students with adaptive content and teachers with robust data tools to inform instruction in real time. As a student successfully complete lessons in Achieve3000, the program automatically adjusts the Lexile level for each student. As students accelerate reading gains, instruction is automatically adjusted to meet the student at the new level.

Achieve3000’s differentiated solutions help school districts across the nation accelerate progress toward the new Lexile requirements for college and careers. In a 2010 study, students using Achieve3000’s solutions as recommended made a 92-Lexile-point gain above the average expected growth; this is more than two-and-a-half times the expected growth. These gains were even more dramatic for below-level readers, the students most in need of improvement.

Lexile Gains of 94 Points and MORE with Achieve3000 Usage



As the leader in differentiated instruction and Common Core solutions, Achieve3000 is fully prepared to transform Santee School District teachers into Common Core masters with our solutions.

Our literacy platforms deliver teachers daily, job-embedded training, coaching, and supports to build skills for effective instruction in reading, writing, and language arts for grades 2-12, and to fully educate teachers on the expectations of the Common Core Standards.

Our approach is based upon the five fundamental steps supported by adult learning theory research:

1. Provide a rationale
2. State the Performance Objective
3. Create Learning Activities
4. Evaluate Learner Performance
5. Provide Feedback

The effectiveness of this *learning loop* for adults rests upon the proximity of each step to the next, and intensity of instruction as measured by the number of contacts with the learner. Instruction is most effective when embedded within the context of the learner's daily routine, so that reinforcement is created within the procedures and activities which the instruction intends to modify or augment.

Teacher Instructional Focus on Common Core ELA Key Capacities	Achieve3000: A Practical Application of the Learned Principles
Demonstrate independence	The literacy routine is designed for students to interact with text independently
Build strong content knowledge	The curriculum is centered on non-fiction informational text
Comprehend as well as critique	Students receive content they can comprehend and are prompted to critique throughout the lesson
Value Evidence	Students are prompted to analyze information to understand if it is reputable
Use technology/ digital media strategically and capably	As a web-based solution, students are guided on how to interact effectively with technology

Scientific Basis and Research Validation

Achieve3000 Solutions are built on decades of scientific research into how children develop essential reading and writing skills. A number of studies on Achieve3000 Solutions have been conducted by credible research organizations. To see the complete versions of the studies listed below, please see *Appendix: Research Studies*.

- **MetaMetrics, Inc. Lexile: Matching Readers to Text. Achieve3000 Lexile Assessment Reliability and Validity Report. September, 2005, Revised December 15, 2008.**

This technical guide provides a broad research foundation for the Achieve3000 LevelSet™ reading assessment.

- **Tracey, Dr. Diane H. and Young, Dr. John W. Evaluation of a Year-Long Differentiated Instruction Intervention in Bayonne, NJ, Schools Using Achieve3000. 2004. Keane University/Rutgers University.**

In a scientifically controlled randomized year-long study of 11 classrooms across five grades (2–8), Drs. Tracey and Young measured student outcomes using the Scholastic Reading Inventory, the TerraNova, and reading attitude and technology knowledge surveys. Two treatment groups re-

ceived Achieve content, with one group receiving content at grade level and the other group receiving content differentiated to each individual student's Lexile-based reading skill level. The control group received no Achieve content. Students in the differentiated classrooms outperformed all other groups on the SRI and TerraNova. The investigation showed strong, consistent, and positive effects associated with the use of the differentiated Achieve solution.

- **Young, Dr. John W. Evaluation of 12 Inner-City Chicago Schools using KidBiz3000®. August, 2004. Rutgers University.**

Young's 2004 comparison study of 12 inner-city Chicago schools using Achieve3000 (n=4,000) showed a statistically significant difference in results on the ITBS for those treatment schools (grades 2–8) using Achieve3000, compared to their paired control buildings, with an average percentage gain of 4% on the ITBS in treatment schools.

- **National Lexile Study, 2010–2011.**

In a national study of students using Achieve3000 Solutions, students **nearly doubled** their expected growth norms as measured by Lexiles. The study encompassed 45 states, 2,278 schools, 579 districts, and over 250,000 students.

Professional Learning Services

As with any other sophisticated program for schools, the effective use of Achieve3000 platforms is critical to the success of the initiative. Our Professional Learning Services are designed to ensure that the capacity of district and school leadership and teaching staff is built and appropriately supported so that long-term achievement can be sustained over time. The training sessions we provide expand on each other and serve to build the intellectual capacity of staff.

Achieve3000 recognizes the Common Core Standards will be changing both *what* your teachers teach and *how* your teachers teach and is committed to building a successful program that aligns your teacher training and professional development goals. Achieve3000 will provide professional development for teachers and school based leaders with courses designed to:

- Increase rigor in classrooms as called for by the English Language Arts Common Core Standards;
- Implement the best practices and support for personalized learning;
- Accelerate student achievement through effective differentiated instruction in reading and writing;
- Extend classroom success with best practices in literacy;
- Measure real-time progress in the classroom through robust data reporting and analytical tools that enable immediate intervention or enrichment opportunities; and
- Integrate best practices using KidBiz3000 and TeenBiz3000 across your curriculum.

Successful training and support require frequent touch points through a blend of delivery, resources, and materials throughout the academic year. Achieve3000 blends onsite and online professional learning options for a customized pathway that is built around your academic goals to ensure frequent touches with your teachers, including:

- On-site Workshops (3 hours or 6 hours)
- Live On-Line Workshops (90 minute sessions)

- Modeling Focused Lessons that can be viewed on demand and are designed to infuse the increased rigor of Common Core and requirements of personalized learning simply and effectively.
- On-site 1-on-1 or small team Consulting Sessions to assist teachers in customizing instruction and interventions
- On-Line Consulting
- 24/7 Access to the Achieve3000 Learning Center that features :
 - Self-Paced, On Demand Learning Paths and Lessons with embedded videos, lesson plans and resources, addressing topics such as:
 - Background and articles in the section “The Experts Weigh In”
 - Materials that Support Direct Instruction
 - See it in Action-Real Classroom Product Demonstrations and Modeling

Achieve3000 works with districts throughout the US providing these services for over 1.6 million students nationwide. In the past three years, we have worked with large and small districts delivering similar services, including significant training programs in Chicago Public Schools, New York City Department of Education, Miami-Dade County Public Schools, the School District of Philadelphia, and Milwaukee Public Schools.

A Solution for Santee School District

Achieve3000 offers a powerful, comprehensive solution for the Santee School District. Our approach delivers compelling, highly versatile enterprise-level instructional platforms; training and professional development for teachers and administrators; and promotion of a data-driven instructional model whereby instruction is tailored to meet the individual needs of each student.

Our proposed solution for Santee School District includes:

- ***KidBiz3000 for Grades 2–5***—Our powerful, research-proven, and uniquely adaptive literacy platform for elementary school students includes ongoing progress-monitoring measures, informational texts, writing activities, and administrative and reporting tools to manage the entire program. KidBiz3000 is appropriate for use in the general classroom, as an intervention, as a supplemental program, in after-school and extended day models, and in summer school.
- ***TeenBiz3000 for Grades 6–8***—Our powerful, research-proven, and uniquely adaptive literacy platform for middle-school students includes ongoing progress-monitoring measures, informational texts, writing activities, and administrative and reporting tools to manage the entire program. TeenBiz3000 is appropriate for use in the general classroom, as an intervention, as a supplemental program, in after-school and extended day models, and in summer school.
- ***Achieve Language***—Our powerful, research-proven, and uniquely adaptive literacy platform for English Language Learners includes extra scaffolds embedded in the daily content (the daily articles and 5-Step Routine) as well as a “Just for Me” section where teachers and students can work through a scope-and-sequence-based curriculum designed to meet the individual needs of these learners. Achieve Intervention is appropriate for use to support any approach to second language instructions, including sheltered English and bilingual (English with Spanish supports and, ultimately, full English), English immersion (full English), and Dual-language (moving back and forth between full English and full Spanish).

- **Achieve Intervention**—Our powerful, research-proven, and uniquely adaptive literacy platform for at-risk students includes extra scaffolds embedded in the daily content (the daily articles and 5-Step Routine) as well as a “Just for Me” section where teachers and students can work through a scope-and-sequence-based curriculum designed to meet the individual needs of these learners. Achieve Intervention is appropriate for use in an Rtl, intervention, or school turnaround program.
- **Achieve Enrichment**—Our powerful, research-proven, and uniquely adaptive literacy platform for gifted students includes extra scaffolds embedded in the daily content (the daily articles and 5-Step Routine) as well as a “Just for Me” section where teachers and students can work through a scope-and-sequence-based curriculum designed to meet the individual needs of these learners. Achieve Intervention is appropriate for use in a gifted student program.
- **Customized Instruction and Interventions**—Embedded within our platforms is the ability to create customized instructional elements and focused interventions for students, tailored by the educators to address specific needs.
- **LevelSet™ Measure**—All of our platforms feature our proprietary LevelSet measure developed in conjunction with MetaMetrics to deliver a Lexile® score for each student. LevelSet provides a highly valid, reliable measure of student Lexile levels, allowing for the delivery of content at each student’s unique reading level.
- **Compelling Reporting** – Achieve solutions including a comprehensive set of highly useful reports including Forecasting State Assessment Performance, Forecasting College-and-Career Readiness, Standards Mastery, and other usage and performance related reports.
- **Anytime, Anywhere, Anyhow Access**— the solutions are web-based and web-delivered, so students and teachers can access their account from any laptop, desktop, netbook, or tablet. An iPad® App is now available to provide enhanced experience, including offline access to daily lessons, using the program on an iPad®. The iPad® app is free and available for download via the Apple® App Store. Students with active subscriptions to Achieve3000 will log in using the same username and password that they use on the web.
- **Initial Training and Ongoing Professional Development**—Our Implementation Team provides comprehensive training on all aspects of our various platform offerings. In addition to training, our staff will provide professional development sessions on a variety of topics and subject areas to further support the program. Using our Blended Learning model, you can customize your implementation to include a number of independent learning paths for teacher self-study, providing added training and support for educators.

In all, we offer one of the most comprehensive literacy solutions available for the district with a proven track record of success and effectiveness as well as a high level of flexibility to adapt to a number of use modalities.

Contact Information

Primary contacts for Achieve3000's proposal for Santee School District are:

- **Scott Page** – *Regional Vice President*
Phone: 760-670-8079
Email: scott.page@achieve3000.com
- **Dominic Via** – *National Vice President*
Phone: 214-226-0401
Email: dominic.via@achieve3000.com

Cost Proposal

Achieve3000 is pleased to provide pricing to deliver our differentiated Literacy Solutions Software Packages to 10 schools in Santee School District. Inclusive in this pricing are our Achieve Intervention, Achieve Language, and Achieve Enrichment solutions for up to 30% of the students. On-site training/professional development is included.

Spring Semester (January 2015 – June 2015)

Product	Cost	Qty	Extended Cost
PLIT-I Site50 Software License Package (Single Semester)	\$2,990.00	1	\$2,990.00
PLIT-A Site250 Software License Package (Single Semester)	\$10,095.00	3	\$30,285.00
PLIT-B Site375 Software License Package (Single Semester)	\$12,520.00	1	\$12,520.00
PLIT-C Site500 Software License Package (Single Semester)	\$17,315.00	2	\$34,630.00
PLIT-D Site675 Software License Package (Single Semester)	\$21,570.00	3	\$64,710.00
<i>Implementation Resources</i>	<i>\$1,375.00</i>	<i>1</i>	<i>\$1,375.00</i>
<i>Support Services</i>	<i>\$1,900.00</i>	<i>1</i>	<i>\$1,800.00</i>
Subtotal Per Term			\$148,310.00

Three Year Term (August, 2015 – June, 2018)

Product	Cost	Qty	Single Year Cost	Three Year Cost
LIT-I Site50 Software License Package	\$4,230.00	1	\$4,230.00	\$12,690.00
LIT-A Site250 Software License Package	\$15,700.00	3	\$47,100.00	\$141,300.00
LIT-B Site375 Software License Package	\$19,180.00	1	\$19,180.00	\$57,540.00
LIT-C Site500 Software License Package	\$24,995.00	2	\$49,990.00	\$149,970.00
LIT-D Site675 Software License Package	\$30,845.00	3	\$92,535.00	\$277,605.00
<i>Implementation Resources</i>	<i>\$2,200.00</i>	<i>1</i>	<i>\$2,200.00</i>	<i>\$6,600.00</i>
<i>Support Services</i>	<i>\$2,425.00</i>	<i>1</i>	<i>\$2,325.00</i>	<i>\$6,975.00</i>
Subtotal Per Term			\$217,560.00	\$652,680.00

Summary of Fees	Total
Spring Semester Term	\$148,310.00
Three Year Term	\$652,680.00
Subtotal	\$800,990.00
Savings: Reduced Cost for Spring Semester Term	-\$29,027.00
Savings: Complete District Enrollment	-\$78,424.00
Savings: Multi-Year Term with Partial Payment Upfront	-\$31,369.60
TOTAL COST	\$662,169.40

Santee School District to submit a Purchase Order in the full amount of \$662,169.40 with the following payment schedule included:

Payment Due Upfront	\$165,542.35
Payment Due July, 2015	\$165,542.35
Payment Due July, 2016	\$165,542.35
Payment Due July, 2017	\$165,542.35

Achieve3000 will invoice annually based on the terms outlined in the Purchase Order.

Notwithstanding any other provision of this agreement, if funds for the continued fulfillment of this agreement by Customer are at any time not forthcoming or insufficient through failure of any entity to appropriate funds or otherwise, Customer shall have the right to terminate this agreement in whole or in part without penalty (including without payment of the balance of the designated service term of 36 months) by giving thirty (30) days prior written notice documenting the lack of funding. The total or partial termination of this agreement shall become effective upon the last day of the fiscal period for which appropriations were received. Customer agrees that it will make its best efforts to obtain sufficient funds, including but not limited to including in its budget for each fiscal period during the term of the agreement a request for sufficient funds to meet its obligations hereunder in full. In the event of termination, Contractor shall be entitled to retain or recover from the District all fees paid or due to be paid for setup and staff development training that have been provided to the District, and the portion of the subscription fee that is applicable to the period that the Users were provided access to the educational service(s), and shall return to the District the portion of any paid subscription fee applicable to the period following the termination date that the Users were to be provided access to the educational service(s), if any.

Acceptance

The Complete Signed Proposal and Purchase Orders can be sent to:

Achieve3000 • 1985 Cedar Bridge Ave., Suite 3 • Lakewood, NJ 08701

Fax: 316-221-0718 • Email: orders@achieve3000.com

_____	Achieve3000, Inc.
<i>Account Name</i>	_____
_____	_____
<i>Signature</i>	<i>Signature</i>
_____	_____
<i>Name, Title</i>	<i>Name, Title</i>
_____	_____
<i>Date</i>	<i>Date</i>

For terms and conditions, please refer to www.achieve3000.com/terms.

Discussion and/or Action Item E.4.1.
Prepared by Karl Christensen
October 7, 2014

Update on Process for Obtaining Pricing for the
Construction of the Pepper Drive School
Admin/LRC Building Project

BACKGROUND:

At the September 16, 2014 meeting, Administration gave the Board of Education an update on a revised plan to obtain pricing for construction of the Pepper Drive School Admin/LRC building in order to be prepared for possible award of a construction contract at the December 16, 2014 Board meeting in order to retain State grant funding. At that meeting, the following four parameters were established:

1. Obtain the best price and value possible, given the circumstances
2. Ensure the District is shielded from significant financial obligation until and unless the Renzulli land sale proceeds are received or certain
3. Minimize the risk for change orders and contractor non or sub-standard performance
4. Make a concerted effort to preserve the on-going partnership with Balfour Beatty as long as Parameter #1 is not violated

The revised plan presented at the September 16th Board meeting first called for obtaining pricing through the Lease/Leaseback Agreement with Balfour Beatty Construction.

Administration will provide the Board an update on progress and discuss possible next steps.

RECOMMENDATION:

This is an information item. Action, if any, is at the discretion of the Board of Education. This recommendation supports the following District goals:

Learning Environment

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

Fiscal Accountability

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

FISCAL IMPACT:

Estimated construction cost of the building is \$2.2 million with the possibility of obtaining \$1.1 million in joint use State Grant funds.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.4.1.

Item F. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS

Agenda Item F.

Item G. CLOSED SESSION

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** (Gov. Code § 54956)
2. **Conference with Labor Negotiator** (Gov. Code § 54957.6)
Purpose: Negotiations
Agency Negotiators: Tim Larson, Assistant Superintendent
Karl Christensen, Assistant Superintendent
Employee Organization: Santee Teachers Association (STA)
3. **Conference with Labor Negotiator** (Gov. Code § 54957.6)
Purpose: Negotiations
Agency Negotiators: Tim Larson, Assistant Superintendent
Karl Christensen, Assistant Superintendent
Employee Organization: Classified School Employees Association (CSEA)
4. **Conference with Real Property Negotiators** (Govt. Code § 54956.8)
Property Addresses:
 - *Parcels 383-112-05 and 383-112-28 located on the north side of Prospect Avenue east of Marrokal Lane (known as the Renzulli Site)*
 - *10335 Mission Gorge Road, Santee 92071 (formerly known as Santee School Site)**Agency Negotiator: Karl Christensen, Assistant Superintendent*
5. **Public Employee Performance Evaluation** (Govt. Code § 54957)
Superintendent

Item H. RECONVENE TO PUBLIC SESSION

Item I. ADJOURNMENT