

# Santee School District

## SCHOOLS:

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

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

## BOARD OF EDUCATION REGULAR MEETING A G E N D A October 18, 2011

### District Mission

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

### Board Tour of Phase II Modernized Schools - 5:30 to 7:00 p.m.

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The Board Members will be provided a tour of the Phase II Modernized Schools.

Approximate time at each site is as follows:

Hill Creek – 5:30-6:00 p.m.

PRIDE Academy – 6:10-6:25 p.m.

Chet F. Harritt – 6:30 – 6:45 p.m.

<b>A.</b>	<b>OPENING PROCEDURES – 7:00 p.m.</b>	<b>5</b>
1.	Call to Order and Welcome	
2.	District Mission	
3.	Pledge of Allegiance	
4.	Approval of Agenda	
<b>B.</b>	<b>REPORTS AND PRESENTATIONS</b>	<b>6</b>
1.	Superintendent's Report	
1.1.	Developer Fees Collection Report	7
1.2.	Use of Facilities Report	8
1.3.	Enrollment Report	9
1.4.	Schedule of Upcoming Events	10
2.	Professional Leadership Team Video	11
3.	Strategic Planning Process Presentation	12
4.	Principal Presentations: Cajon Park and Rio Seco Schools	13

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

<b>C.</b>	<b>PUBLIC COMMUNICATION</b>	14
	<i>During this time, citizens are invited to address the Board of Education about any item <u>not</u> on the agenda. Request-to-speak cards should be submitted in advance. The Board may not take action on any item presented. The Board has a policy limiting any speaker to five minutes. All meetings are tape recorded.</i>	
<b>D.</b>	<b>PUBLIC HEARINGS</b>	15
	<b>1. <u>General Waiver Request Renewal</u></b>	16
<b>E.</b>	<b>CONSENT ITEMS</b>	18
	<i>Items listed under Consent are considered to be routine and are acted on by the Board with a single motion. There is no discussion of these items prior to the Board vote unless a member of the Board, staff, or public requests specific items be considered separately. Request to speak cards should be submitted in advance.</i>	
	<b>Superintendent</b>	
	<b>1.1. <u>Approval of Minutes</u></b>	19
	It is recommended that the Board of Education approve meeting minutes with any necessary modifications.	
	<b>Business Services</b>	
	<b>2.1. <u>Approval/Ratification of Travel Requests</u></b>	24
	It is recommended that the Board of Education ratify the authorization granted to personnel requesting out-of-district travel as listed in the item.	
	<b>2.2. <u>Approval/Ratification of Expenditure Warrants</u></b>	26
	It is recommended that the Board of Education approve and ratify the expenditure warrants for the month of September 2011.	
	<b>2.3. <u>Approval/Ratification of Purchase Orders</u></b>	28
	It is recommended that the Board of Education approve and ratify purchase orders issued September 1, 2011 through September 30, 2011.	
	<b>2.4. <u>Acceptance of Donations</u></b>	36
	It is recommended that the Board of Education accept donations as listed.	
	<b>2.5. <u>Approval/Ratification of Revolving Cash Report</u></b>	37
	It is recommended that the Board of Education approve the checks listed in the Revolving Cash Report as presented.	
	<b>2.6. <u>State Controller Audit of Collective Bargaining Mandate Claims Report</u></b>	39
	It is recommended that the Board of Education accept the report.	
	<b>Capital Improvement Program</b>	
	<b>3.1. <u>Pass Through of Claim Payment from Construction Protection Services to Lease/Leaseback Contractor for Aluminum Wire Theft at Chet F. Harritt School During Construction</u></b>	43
	It is recommended that the Board of Education approve the receipt of insurance funds from CPS for the theft of aluminum wiring at the Chet F. Harritt ball field project and payment of such proceeds to Barnhart-Balfour Beatty, Inc. to pass through to Neal Electric, the supplier and installer of aluminum electrical wiring for the project.	

**Human Resources/Pupil Services**

- 4.1. **Personnel, Regular** 44  
It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations and dismissals.
- 4.2. **Approval of Memorandum of Understanding with Rady Children’s Hospital and Health Center (RCHHC) for the Early, Periodic Screening, Diagnosis and Treatment (EPSDT) Program** 46  
It is recommended that the Board of Education approve the memorandum of understanding with Rady Children’s Hospital.
- 4.3. **Adoption of Proclamation Endorsing Drug Awareness Week, October 31 – November 4, 2011** 49  
It is recommended that the Board of Education adopt the proclamation endorsing drug awareness week.
- 4.4. **Adoption of Resolutions Authorizing Teacher Services – Education Code Sections 44256(b), 44258.2, and 44263** 51  
it is recommended that the Board of Education adopt resolutions authorizing teacher services.

- F. **DISCUSSION AND/OR ACTION ITEMS** 53  
*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. **Board’s Legislative Goals for 2011-12** 54  
It is recommended that the Board review the current Board Legislative Goals and provide administration recommendations and/or direction.

**Business Services**

- 2.1. **Approval to Submit General Waiver Request Renewal** 56  
It is recommended that the Board of Education authorize the submittal of the General Waiver Request Renewal to the State Board of Education.

**Educational Services**

- 3.1. **Approval of Agreement Between Intel-Assess and Santee School District** 58  
It is recommended that the Board of Education approve the Agreement with Intel-Assess.

**G. BOARD POLICIES AND BYLAWS**

1. **First Reading: Revised BP 4112.42; 4212.42; 4312.42; “Drug and Alcohol Testing for School Bus Drivers”** 75  
It is recommended that the Board of Education review the revised Board Policy 4112.42; 4212.42; 4312.42, “Drug and Alcohol Testing for School Bus Drivers” in a first reading.

	<u>Page #</u>
<b>H. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS</b>	78
<b>I. CLOSED SESSION</b>	79
1. <b><u>Conference with Labor Negotiator</u></b> (Govt. Code § 54956.8) <i>Agency Negotiator: Karl Christensen, Assistant Superintendent</i> <i>Employee Organizations: Classified School Employee Association</i>	
2. <b><u>Public Employee Discipline/Dismissal/Release</u></b> (Govt. Code § 54957)	
3. <b><u>Conference with Real Property Negotiators</u></b> (Govt. Code § 54956.8) <i>Property Address: 10350 El Nopal, Santee, CA 92071</i> <i>Agency Negotiator: Karl Christensen, Asst. Superintendent, Business Services</i>	
<b>J. RECONVENE TO PUBLIC SESSION</b>	79
<b>K. ADJOURNMENT</b>	79

**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  
November 1, 2011, at 7:00 p.m. in the Douglas E. Giles Educational Resource Center.*

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

Members present:

Ryan  
 Bartholomew  
 El-Hajj  
 Fox  
 Burns

#### OPENING PROCEDURES ITEM A.

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

2. District Mission

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

3. Pledge of Allegiance

4. Approval of Agenda for the October 18, 2011 regular meeting

Agenda Item A.

Reports and Presentations Item B.1. Superintendent's Report  
Prepared by Dr. Patrick Shaw  
October 18, 2011

The following items are presented for Board information:

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

Agenda Item B.

**DEVELOPER FEES COLLECTION REPORT**  
**2011-12**  
**CUMULATIVE THROUGH OCTOBER 07, 2011**

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

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

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

COM	RES	ADDRESS	DATE OF COLLECT.	SQUARE FEET	AMOUNT	SCHOOL OF ATTENDANCE
	X	9733 Notnil Court	07/18/11	615	\$2,189.40	HC
	X	9526 St. Andrews Drive	07/18/11	567	\$2,018.52	CO
	X	8321 Big Rock Road	07/21/11	785	\$2,794.60	CFH
X		1800 Joe Crosson Drive	08/02/11	3,016	\$874.64	PD
	X	1992 Los Senderos Drive (McMillin Morningview)	08/08/11	3,206	\$11,413.36	PD
	X	2084, 2144, 2155 Los Senderos Drive (McMillin Morningv	08/08/11	7,537	\$26,831.72	PD
	X	2037 Los Senderos Drive (McMillin Morningview)	08/08/11	2,000	\$7,120.00	PD
	X	7460-7465 Mission Villas Court (Bushy Hill 12)	08/24/11	10,770	\$38,341.20	CFH
	X	2144 Los Senderos (McMillin Morningview)	08/29/11	210	\$747.60	PD
	X	2084 Los Senderos (McMillin Morningview)	08/29/11	195	\$694.20	PD
	X	11402 Cacho Court	08/31/11	560	\$1,993.60	PD
	X	2246 Los Senderos Drive (McMillin Morningview)	09/28/11	3,206	\$11,413.36	PD
	X	2281 & 2293 Los Senderos Drive (McMillin Morningview)	09/28/11	4,293	\$15,283.08	PD
	X	2253 & 2288 Los Senderos Drive (McMillin Morningview)	09/28/11	5,244	\$18,668.64	PD
<b>TOTAL PAGE 1</b>					<b>\$140,383.92</b>	

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

\*\*Fee Exempt - Senior / Elder Care Facility

\*\*\*Fee Exempt - Less than 500 square feet

Requests For Use Of Facilities - October 18, 2011						
Group	Location	Date	Days	Time	Attendance	Fees Applied
<b>Cajon Park</b>						
Girl Scouts	Classroom	10/3/11 - 6/18/12	Monday	4:30 pm - 6:00 pm	10 - 20	
Girl Scouts	Classroom	10/12/11 - 6/13/12	Wednesday	6:00 pm - 7:00 pm	7 - 12	
PTSA (Halloween Carnival)	Entire School	10/29/11	Saturday	8:00 am - 9:00 pm	700+	\$489.30
<b>Cajon Park Junior High</b>						
Worldstrides (East Coast Trip Meeting)	Classroom	9/27/11 - 3/6/12	Tuesday	5:00 pm - 6:00 pm	30	
<b>Carlton Hills</b>						
PTA (Bingo Night)	Multi-Purpose	11/3/12	Thursday	5:00 pm - 8:00 pm	100	
<b>Carlton Oaks</b>						
Pickwick Players	Classroom	8/29/11 - 11/6/11	Mon - Sat	9:00 am - 10:00 pm	30	
Kandu Yoga	Classroom	9/26/11 - 6/11/12	Monday	3:30 pm - 4:30 pm	10	\$21.75 per date
PTA-TDS Council	Multi-Purpose	3/14/12	Wednesday	5:00 pm - 8:00 pm	50	
<b>Chet F. Harritt</b>						
PTA	Classroom	10/4/12	Tuesday	6:00 pm - 10:00 pm		
<b>Hill Creek</b>						
Santee Santas	Teacher's Lounge	10/13/11	Thursday	6:30 pm - 8:30 pm	8	
Santee Santas	Multi-Purpose	10/22/11	Saturday	8:30 am - 12:30 pm	25	
<b>Pepper Drive</b>						
PTO (Family Night)	Outside Lunch Area & Kitchen	10/11/11	Tuesday	5:00 pm - 7:00 pm	200	\$20.00 Kitchen
<b>PRIDE Academy (Prospect Avenue)</b>						
PTA-TDS Council	Classroom	11/9/11	Wednesday	5:45 pm - 8:00 pm	15	
<b>Rio Seco</b>						
Girl Scouts	Multi-Purpose	10/5/11	Wednesday	6:00 pm - 7:00 pm	9	
Santee Foundation	Multi-Purpose	10/24/11	Monday	6:00 pm - 8:30 pm	20 - 25	

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



**Santee School District  
ENROLLMENT REPORT  
10/7/2011  
Month 2 Week 1**

SCHOOL	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	10/07/11		10/08/10		# Diff	% Diff	10/07/11 SDC	10/08/10 SDC	# Diff SDC	% Diff SDC	Prior Week		
										Total Reg	Total Reg	Total Reg	Total Reg							Total All	9/30/11 Total All	Total Diff
Cajon Park	105	96	104	110	115	113	109	110	96	<b>958</b>	<b>961</b>	-3	-0.3%	64	62	2	3.2%	1022	1022	0		
Carlton Hills	44	39	42	41	42	44	42	98	93	<b>485</b>	<b>504</b>	-19	-3.8%	30	18	12	66.7%	515	514	1		
Carlton Oaks	77	94	78	91	75	98	93	96	121	<b>823</b>	<b>804</b>	19	2.4%	59	54	5	9.3%	882	885	-3		
Chet F. Harritt	63	75	56	85	52	56	64	64	64	<b>579</b>	<b>590</b>	-11	-1.9%	0	9	-9	-100.0%	579	579	0		
Hill Creek	73	84	83	92	87	72	87	82	81	<b>741</b>	<b>753</b>	-12	-1.6%	18	19	-1	-5.3%	759	766	-7		
Pepper Drive	103	89	77	77	71	76	80	95	86	<b>754</b>	<b>720</b>	34	4.7%	10	9	1	11.1%	764	764	0		
Prospect	62	57	61	53	59	52	55	69	58	<b>526</b>	<b>499</b>	27	5.4%	0	0	0	0.0%	526	525	1		
Rio Seco	104	88	116	105	101	111	93	124	95	<b>937</b>	<b>880</b>	57	6.5%	48	38	10	26.3%	985	985	0		
Sycamore Canyon	64	59	44	51	47	32	45	0	0	<b>342</b>	<b>309</b>	33	10.7%	1	0	1	100.0%	343	343	0		
<b>SUBTOTAL</b>	<b>695</b>	<b>681</b>	<b>661</b>	<b>705</b>	<b>649</b>	<b>654</b>	<b>668</b>	<b>738</b>	<b>694</b>	<b>6145</b>	<b>6020</b>	<b>125</b>	<b>2.1%</b>	<b>230</b>	<b>209</b>	<b>21</b>	<b>10.0%</b>	<b>6375</b>	<b>6383</b>	<b>-8</b>		
Alternative School	0	1	7	3	3	4	4	4	9	<b>35</b>	<b>30</b>	5	16.7%					35	34	1		
Success Academy									2	<b>2</b>	<b>4</b>	-2	-50.0%					2	2	0		
NPS											<b>0</b>			3	2	1	50.0%	3	3	0		
EAK										<b>0</b>	<b>0</b>							0	0	0		
<b>SUBTOTAL</b>	<b>0</b>	<b>1</b>	<b>7</b>	<b>3</b>	<b>3</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>11</b>	<b>37</b>	<b>34</b>	<b>3</b>	<b>8.8%</b>					<b>40</b>	<b>39</b>	<b>1</b>		
<b>TOTAL</b>	<b>695</b>	<b>682</b>	<b>668</b>	<b>708</b>	<b>652</b>	<b>658</b>	<b>672</b>	<b>742</b>	<b>705</b>	<b>6182</b>	<b>6,054</b>	<b>128</b>	<b>2.1%</b>					<b>6415</b>	<b>6422</b>	<b>-7</b>		

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

	PK	
Cajon Park	1	1023
Carlton Hills	1	516
Sycamore Canyon	29	372
<b>Total PK</b>	<b>31</b>	

Total Enrollment Including PK
<b>6446</b>

## Schedule of Upcoming Events

<b>Date</b>	<b>Event</b>
November 1	Principal Meeting with the Board - 6:00 p.m. Board Meeting - 7:00 p.m.
November 11	Veterans' Day Holiday Schools and Departments Closed
November 15	Board Meeting - 7:00 p.m.
November 21-25	Thanksgiving Break Schools Closed
November 29	Student Town Hall Meeting with the Board 6:00 p.m. at Rio Seco
December 1-3	CSBA Conference San Diego Convention Center
December 5-9	Parent-Teacher Conferences Minimum Days
December 6	Board Meeting - 7:00 p.m.
December 19 through January 2	Winter Break Schools Closed
January 3 (2012)	Board Meeting - 7:00 p.m.
January 16	Martin Luther King Holiday Schools and Departments Closed
January 17 (2012)	Board Meeting - 7:00 p.m.
January 24 (2012)	Board Budget Workshop
February 7	Board Meeting - 7:00 p.m.
February 13	Lincoln Holiday Schools and Departments Closed
February 20	Washington Holiday Schools and Departments Closed
February 21	Board Meeting - 7:00 p.m.

Reports and Presentations Item B.2.

Spotlight: Professional Leadership  
Team Video

Prepared by Dr. Patrick Shaw  
October 18, 2011

**BACKGROUND:**

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

Tonight, the Superintendent will present the fourth of the five video presentations resulting from this project.

Agenda Item B.2.

Reports and Presentations Item B.3. Strategic Planning Process Presentation  
Prepared by Dr. Pat Shaw  
October 18, 2011

At its October 4, 2011 meeting, the Governing Board approved Santee School District to enter into an agreement with the Haines Center of Strategic Management for a strategic planning process, to be facilitated by Dr. Sheridan Barker. Through the strategic planning process, the Board will develop a plan to focus their resources, both fiscal and personnel, towards accomplishing its priorities.

Tonight, Dr. Sheridan Barker, from the Haines Center of Strategic Management, will provide the Board with an overview of the process of the strategic planning process.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item B.3.

Reports and Presentations Item B.4.  
Prepared by Dr. Patrick Shaw  
October 18, 2011

Spotlight on Learning-Principal Presentation:  
Cajon Park and Rio Seco Schools

**BACKGROUND:**

The Principals are responsible for the instructional leadership at their school site in support of student achievement. This year, the Superintendent has asked each Principal to provide a presentation to the Board sharing their goals and professional development focus for the 2011-12 school year.

Tonight, Cajon Park Principal, Ted Hooks, and Rio Seco Principal, Lisa McColl, will present to the Board of Education their goals and the programs and practices that are in place to attain the school's goals for student achievement.

Agenda Item B.4.

PUBLIC COMMUNICATION Item C

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

Agenda Item C.

PUBLIC HEARINGS Item D

Agenda Item D.

Public Hearings Item D.1. General Waiver Request Renewal  
Prepared by Karl Christensen  
November 18, 2011

**BACKGROUND:**

On March 11, 2010, a waiver was approved by the State of California Board of Education (SBE) which allowed the Santee School District to waive the Education Code provisions requiring that surplus District real property be sold to the highest bidder. The waiver was approved by the SBE for the time period of March 1, 2010 through March 30, 2012. The District is seeking to extend this waiver. The General Waiver Request asks that the Santee School District be allowed to waive the Education Code provisions requiring that surplus District real property be sold to the highest bidder. The General Waiver Request document has been available for public review at:

Santee School District  
Skidmore Administration Center  
9625 Cuyamaca Street  
Santee, CA 92071

The public hearing has been posted and legally advised in the San Diego Daily Transcript on October 3, 2011. The public hearing should convene and permit any interested citizens to raise questions or to provide input about the proposed General Waiver Request document of the District prior to any Board discussion and/or action under Agenda Item F.3.1.

Agenda Item D.1.



**NOTICE OF PUBLIC HEARING  
OF THE SANTEE SCHOOL DISTRICT**

**GENERAL WAIVER REQUEST**

On October 18, 2011 the Santee School District Board of Education will hold a public hearing regarding extending a State Board of Education Waiver of certain Education Code provisions pertaining to sale of surplus property. The Santee School District is seeking the ability to lease a surplus school site (the former Santee School) through a negotiated lease with a suitable developer. The General Waiver Request asks that the Santee School District be allowed to waive the Education Code provisions requiring that surplus District real property be sold through a competitive bidding process.

PLEASE TAKE NOTICE THAT the Board of Education of the Santee School District will conduct a public hearing of the proposed General Waiver Request Extension at its regular meeting on October 18, 2011 at the Santee School District Board Assembly Room, 9619 Cuyamaca Street, Santee, CA 92071 at 7:00 p.m. at which any member of the public may be heard.

*Published in the  
San Diego Daily Transcript  
on October 3, 2011*

## **Narrative for Public Hearing**

Santee School District is seeking the ability to lease surplus real property (the former Santee School site) through a negotiated lease with a suitable developer. The District has previously attempted to sell the site through the statutory competitive bidding process set out in Education Code sections 17455-17475. On March 11, 2010, a waiver was approved by the State of California Board of Education (SBE) which allowed the Santee School District to waive the Education Code provisions requiring that surplus District real property be sold to the highest bidder. The waiver was approved by the SBE for the time period of March 1, 2010 through March 30, 2012. The District is seeking to extend this waiver. The General Waiver Request asks that the Santee School District be allowed to waive the Education Code provisions requiring that surplus District real property be sold to the highest bidder. The General Waiver Request document has been available for public review at:

Santee School District  
9625 Cuyamaca Street  
Santee, CA 92071

Santee School District is required by law to hold an official public hearing prior to approval of the submittal of a General Waiver Request to the State Board of Education.

The Public Hearing is now open for any citizen to raise questions or to provide additional input relating to the proposed submittal of the General Waiver Request.

Is there anyone in the audience who wishes to make statements or ask questions regarding the proposed General Waiver Request of the Santee School District?

AFTER DISCUSSION:

THE PUBLIC HEARING ON THE GENERAL WAIVER REQUEST OF THE SANTEE SCHOOL DISTRICT IS NOW CLOSED.

CONSENT ITEMS Item E.

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

Agenda Item E

Consent Item E.1.1. Approval of Minutes  
Prepared by Dr. Patrick Shaw  
October 18, 2011

**BACKGROUND:**

Presented for Board approval –

- October 4, 2011, regular meeting minutes

**RECOMMENDATION:**

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

Motion:

Second:

Vote:

Item E.1.1.

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

October 4, 2011  
**MINUTES**

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

**A. OPENING PROCEDURES**

1. President Ryan called the meeting to order at 7:02 p.m. and read the District Mission Statement.  
Members present:  
Barbara Ryan, President  
Dan Bartholomew, Vice President  
Dianne El-Hajj, Clerk  
Ken Fox, Member  
Dustin Burns, Member  
Administration present:  
Dr. Patrick Shaw, Superintendent and Secretary to the Board  
Karl Christensen, Assistant Superintendent, Business Services  
Minnie Malin, Assistant Superintendent, Human Resources/Pupil Services  
Kristin Baranski, Director, Educational Services  
Linda Vail, Executive Assistant and Recording Secretary
2. President Ryan invited Mr. Jim Rosa, Dean of Students at Carlton Hills School, to lead the members, staff and audience in the Pledge of Allegiance.
3. Approval of Agenda  
President Ryan informed the Board that Consent Item E.2.8. was amended to correct the name of the grantor.

It was moved and seconded to approve the agenda with Consent Item E.2.8. amended.

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

President Ryan announced that this Board meeting would be adjourned in memory of Chris Bailey, a 3<sup>rd</sup> grade teacher at Rio Seco School, who recently passed away after battling cancer. She welcomed the Bailey family and shared condolences from the Board. President Ryan shared about Chris Bailey's time as a teacher and how much she enjoyed teaching and the projects her students would produce. She thanked the Bailey family for their support of Chris as a teacher. Board members thanked the Rio Seco staff for attending to honor Chris.

**B. REPORTS AND PRESENTATIONS**

1. **Superintendent's Report**
  - 1.1. Developer Fees Collection Report
  - 1.2. Use of Facilities Report
  - 1.3. Enrollment Report
  - 1.4. Schedule of Upcoming Events
2. **Spotlight: Professional Leadership Team Video**  
Dr. Shaw presented the third of five picture stories about Santee School District developed by the Professional Leadership Team.
3. **Principal Presentations: Carlton Hill and Carlton Oaks Schools**

Terry Heck, principal at Carlton Hills School reported both the excitement and challenges at Carlton Hills with their API increase to 882, a four point increase. Their focus is to continue to move students up in proficiency. He shared trends in English/Language Arts and Math, showing declines in proficiency in certain grade levels. To rectify these declines, teachers will administer common assessments using Dibels, RSTI, and student goal setting. Carlton Hills experiences a high transiency rate with an increased number of students entering below grade level and families moving out of the district. Although only about one-third of the students stay at Carlton Hills for 5 or more years, children who remain at Carlton Hills will be proficient or advanced. The focus at Carlton Hills is to prepare every student with the knowledge and skills necessary to attend college, not allowing any excuses to get in the way. This year all classrooms adopted college identities, as well as a NO EXCUSES school site commitment.

Stephanie Pierce, principal of Carlton Oaks School, shared the work around student learning that is going on at Carlton Oaks School. The plan includes increasing the school API by increasing the proficient and advanced range for students. In order to increase proficiency levels and increase their API this year, one of their focuses will be using Individual student goal setting. Goal development is implemented based on CST, district assessments, classroom based assessments, and creation of products.

School Administration will be working to develop a culture of learning with the teachers by setting trimester teacher/team goals, developing a teacher plan, and evaluating the results. Professional development will focus on instructional design for classroom consistency.

Member Bartholomew said he appreciated receiving insights about some of the drivers behind the results. President Ryan thanked both principals and said the Board appreciates seeing their plans.

### **C. PUBLIC COMMUNICATION**

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

### **D. PUBLIC HEARINGS**

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

President Ryan opened the public hearing for compliance of Education Code Section 60119: K-12 Textbook and Instructional Materials Funding Realignment Program (IMFRP). There were no comments from the public. President Ryan closed the public hearing.

### **E. CONSENT ITEMS**

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

#### **1.1. Approval of Minutes**

#### **1.2. *Pulled for separate consideration.***

#### **2.1. Approval/Ratification of Travel Requests**

#### **2.2. Approval/Ratification of Revolving Cash Report**

#### **2.3. Acceptance of Donations**

#### **2.4. Adoption of Proclamation for National School Lunch Week**

#### **2.5. Approval of Uniform Complaint Quarterly Report Required by the Williams Settlement**

#### **2.6. Approval of Consultants and General Service Providers**

#### **2.7. Authorization to Procure Design Services and Seek Bids for Re-Roofing of the Child Nutrition Services Building**

#### **2.8. Acceptance of Play Structure Grant at Sycamore Canyon School for Preschool (*This item was amended.*)**

#### **3.1. Approval of HERS Testing Consultant for Phase 2 Schools**

#### **3.2. Acceptance of Exterior Painting Project at Pepper Drive School as Complete and Authorization/Ratification to File a Notice of Completion**

#### **3.3. Acceptance of Re-Carpeting Project at Pepper Drive School as Complete and Authorization/Ratification to File a Notice of Completion**

#### **3.4. Acceptance of Asphalt/Paving Project at District Office Parking Lot Compound as Complete and Authorization/Ratification to File a Notice of Completion**

#### **4.1. Certification and Adoption of Resolution of Sufficiency of Instructional Materials 2011-12**

#### **4.2. Approval of Student Teaching Agreement with California State University, Northridge**

#### **5.1. Personnel, Regular**

#### **5.2. Approval of New Job Descriptions for Mild-Moderate and Moderate-Severe Specialized Academic Instructor (Pre-School)**

#### **5.3. Approval of Increase in Work Hours for Identified Food Service Worker I-A Positions**

#### **5.4. Approval of Memorandum of Understanding with Family Forces – Mental Health Systems**

It was moved and seconded to approve Consent Items with amended item E.2.8. and with the exception of Item E.1.2. which was pulled for separate consideration.

**Motion:** El-Hajj

**Second:** Fox

**Vote:** 5-0

**E.1.2. Approval of Board Advisory Committee Appointments (Pulled by Member Burns for separate consideration.)** Member Burns wished to thank the parents and community members who have applied for membership on Board Advisory Committees. Their work is extremely important to the Board and the Board is thankful for their participation. Member Burns moved to approve item E.1.2.

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

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

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

**1.1. Strategic Planning**

Dr. Shaw reported that it has been about five years since the Board developed their current plan and goals and it is time to review and update the strategic plan. He presented a proposed timeline and plan using Dr. Sheridan Barker of the Haines Centre for Strategic Management. Her services, which include the overview, plan, retreat, executive planning sessions, leadership meetings, and implementation of supports of the new strategic plan, would be provided at a cost of \$24,000, to be paid over the next 2 years.

Member El-Hajj shared that the Board has developed strategic plans previously and having a plan provides direction on where the Board is going and what is important to the community. Member Burns supports a strategic planning session and wants to assure the message will get out for input from the community. There was a broad representation last time and it was very powerful.

Member Bartholomew believes strategic planning is crucially important but is concerned about the cost. Dr. Shaw shared the breakdown of the costs: overview and planning \$3,500, retreat and planning \$7,000, Executive Planning \$4,500, developing action plans and roll out sessions \$3,500, annual review and update \$4,500, and materials reproductive rights for one year \$1,000, for a total of \$24,000. The cost includes evaluation and all of her time in consulting and there will be no additional billed hours. Dr. Shaw said the dashboard is an important aspect to be able to show how we are attaining the goals that are developed.

President Ryan requested the 3-day retreat and as many Leadership Teams meetings as possible be scheduled at a time when at least one or more board members could attend. Dr. Shaw said he would plan meetings at times to allow for board member participation.

Member El-Hajj moved to approve the implementation of the proposed strategic planning timeline and process for Santee School District facilitated by Dr. Sheridan Barker of the Haines Centre for Strategic Management at a cost of \$24,000.

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

**2.1 Approval of Monthly Financial Report**

Karl Christensen presented the monthly financial reports for July and August. He reported that he is running weekly cash flow analyses. Many budget revisions have not yet been incorporated into these monthly reports. Next month's report will include more revisions. Member Burns said CSBA sent out a newsletter with some financial services through Piper Jaffray. Mr. Christensen said they offer a better option than the County Treasurer and he will be considering their options for a loan for cash flow. Member Burns moved to approve the Monthly Financial Report.

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

**3.1. Design Changes for 10 Classroom Additions**

Karl Christensen presented the Phase II post occupancy list. He pointed out item #4, the change to the stairwells. He explained that changes in building codes caused the wood frame construction to change to a structural steel building because of the cost. One of the savings included having the stairwells be placed on the exterior of the building. There were four reasons this change was included: construction cost savings, decrease in noise inside the buildings, energy savings by not air conditioning space, and additional maintenance savings. The disadvantages to this change are possible aesthetic appeal, inclement weather exposure, and the increased attraction for kids afterschool and on weekends. Mr. Christensen shared a rendering of the Hill Creek building with exterior stairs. Administration requested direction from the Board on how to proceed. Member Burns asked what the increase in cost would be to include the stairs on the interior of the building and where would the extra

cost be paid from. Mr. Christensen said the cost would range from \$50,000 to \$100,000 to enclose the stairways, which would come from the CIP funds, comprised of state grant funds and GO bonds funds.

Member Fox does not believe it is an appealing look and there is concern for future problems with exposed stairs. Member Burns said although he was concerned, the exterior stairs do not look bad. He does have concerns about safety. Hill Creek is used often afterschool and he believes it would attract kids with skateboards. He is also concerned that in a lockdown situation, students and teachers could not get to the ground floor without going outside. He also preferred the appearance be consistent throughout the District.

Member Bartholomew asked if we returned to the original design how it would be paid for. Mr. Christensen said the design change would go through the change order process and funds are set aside for change orders in the current contract. Any additional costs would be paid from CIP funds. Member El-Hajj said over time that damage from children playing or a lawsuit from someone getting injured would cost more than changing the design now. President Ryan said the architects did a good job of designing the exterior stairs but she agrees with the other Board members that the design should return to the original plan with interior stairs. Member Burns moved to issue a change order for design changes for the Hill Creek 10-classroom building, to return to original design for stairways on the interior of the building.

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

**G. BOARD POLICIES AND BYLAYS**

1. **Second Reading: Revised BP 3290, Gifts, Grants and Bequests**

Revised Board Policy 3290, "Gifts, Grants and Bequests" was presented for a second reading. There were no comments from the Board. Member Burns moved approval.

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

**H. BOARD COMMUNICATION**

Member El-Hajj thanked Executive Council for the Board Workshop on assessment and the great information they shared. She learned a lot. Member Burns agreed. Board members were pleased to be able to spend time discussing information about student learning. It is very helpful when everyone is using the same language and now Board members know more about the terms and expressions used in discussing student achievement. Board members also appreciate having the principal presentations to hear the plans for their schools.

President Ryan requested a Phase II site tour be scheduled for October 18<sup>th</sup> at 5:30 for Board members who would like to attend. Members El-Hajj and Fox will attend the tour on October 19<sup>th</sup> with the ICOC. ICOC members will also be given the option to attend either tour.

President Ryan recently attended an IEP for a family member and complemented Mrs. Baranski and Ms. Michel. She was very impressed with the IEP team and it was very clear that everyone had what was best for the child as their top priority.

**I. CLOSED SESSION**

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

- 1. **Conference with Labor Negotiator** (Govt. Code § 54956.8)  
*Agency Negotiator: Karl Christensen, Assistant Superintendent*  
*Employee Organizations: Santee Teachers Association*
- 2. **Public Employee Discipline/Dismissal/Release** (Govt. Code § 54957)

The Board entered closed session at 8:36 p.m.

**J. RECONVENE TO PUBLIC SESSION**

The Board reconvened to public session at 9:15 p.m. No action was reported.

**K. ADJOURNMENT**

The October 4, 2011 regular meeting adjourned at 9:15 p.m. in memory of Chris Bailey.



**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:

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

**FISCAL IMPACT:**

The estimated travel expenses are \$4,415, plus substitute costs of \$105, as disclosed on the following page.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item E.2.1.
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**Board Travel Report - October 18, 2011**

Travel Dates	Attendees	Site or Dept	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Overnight, Out-of-State, Air Travel
Wednesday, 10/12/11	Mary Gatavasky Teresa Edgerton Andrea Desrosiers	CFH PRIDE CH	Professional Growth Training for Certificated and Classified Library Media Educators	San Diego	\$0 \$0 \$0	\$50 \$50 \$50	Title I EIA SLIB	This training will provide standard-based instructional practices using library-media resources.
Monday, 10/17/11	Kathy McKinnon Judy Fox	Ed Services Ed Services	Student Records, Custody, and Residency Issues	SDCOE	\$0 \$0	\$94 \$94	Educational Services Educational Services	This workshop will focus on student records procedures and custody/guardianship issues.
Thursday, 10/20/11	Dr. Pat Shaw Kristin Baranski Laura Spencer Bonner Montler Ted Hooks Debbie Brenner	Supt Ed Services Ed Services Ed Services CP PD	Superintendents' and Principals' Forum	San Diego	\$0 \$0 \$0 \$0 \$0 \$0	\$25 \$25 \$25 \$25 \$25 \$25	Superintendent's Office Superintendent's Office Superintendent's Office Superintendent's Office Superintendent's Office Superintendent's Office	The forum will focus on building district-wide and school-wide systems that accelerate the learning of English learners and provide effective teaching for all students.
Friday, 10/28/11	Hope Michei	Special Ed	Special Education Symposium	Escondido	\$0	\$150	Special Education	This symposium will review current special education topics and recent court decisions.
Wednesday 11/02/11	Patricia Noujaim	Alt School	Introduction to Blended Learning: Learning Management System (LMS)	SDCOE	\$0	\$115	Prof Devlpment Blk Grant	This 2-day workshop will provide tools and knowledge to create online / blended courses for the classroom.
Mon-Tues, 11/07/11 - 11/08/11	Kristin Baranski Bonner Montler Laura Spencer Terry Heck Kim Spurlock	Ed Services Ed Services Ed Services CH CH	Dual Language Implementation 101	SDCOE	\$0 \$0 \$0 \$0 \$0	\$400 \$400 \$400 \$400 \$400	EIA-LEP EIA-LEP EIA-LEP EIA-LEP EIA-LEP	This is an intensive 3-day key stakeholder training for the development of new Dual Language Programs.
<b>Requests for Out of the County Travel, and/or Travel by Air, and/or Travel with an Overnight Stay</b>								
Monday, 10/24/11	Robyn Wright Stephanie Borden	TCS TCS	Pupil Attendance Accounting for School Site Personnel	Rancho Cucamonga	\$0 \$0	\$295 \$295	Technology Technology	This workshop will focus on State compliance issues relating to pupil attendance accounting.
Friday, 10/28/11	Tiffani Brown	RS	Computer Using Educators 2011 Conference	Napa Valley	\$105	*\$0	*CUE	*Ms. Brown will be a presenter at this technology conference
Thurs-Fri, 11/17/11 - 11/18/11	Karl Christensen	Business	CBO Symposium	Monterey	\$0	\$1,072	Business Services	The CBO Symposium will provide the financial aspects and an economic forecast on California schools.

25

Consent Item E.2.2. Approval/Ratification of Expenditure Warrants  
 Prepared by Karl Christensen  
 October 18, 2011

**BACKGROUND:**

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

Commercial Warrants issued for the period of September 2011:

<u>Fund #/Name</u>	<u>Warrant #'s</u>	<u>Amount</u>
03/06 General	12-952659 TO 12-962621	\$362,121.99
09 00	N/A	\$0.00
12 06	12-955861 TO 12-962622	\$412.79
13 00	12-952678 TO 12-962624	\$41,018.80
14 00	N/A	\$0.00
21 09	N/A	\$0.00
<b>21 39 / 21 08</b>	12-952697 TO 12-962626	\$10,477,179.46
25 18	N/A	\$0.00
25 38	N/A	\$0.00
<b>35-00</b>	N/A	\$0.00
40-00	N/A	\$0.00
<b>63 00</b>	12-955864 TO 12-961067	\$8,908.02
		<b>\$10,889,641.06</b>

Student Body Warrants issued for the period of September 2011: **\$3,799.96**

Payroll Warrant #'s beginning 10-035218 through 10-035266 and 10-792601 through 10-793328:

<u>Fund #/Name</u>	<u>Amount</u>
03 00	\$2,724,900.71
06 00	\$773,925.39
12 06	\$20,474.61
13 00	\$79,388.07
25-18	\$15,136.46
63 00	\$206,942.46
<b>\$3,820,767.70</b>	

**RECOMMENDATION:**

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

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

The fiscal impact of commercial, student body, and payroll expenditure warrants total \$14,714,208.72 and is disclosed above.

**STUDENT ACHIEVEMENT IMPACT:**

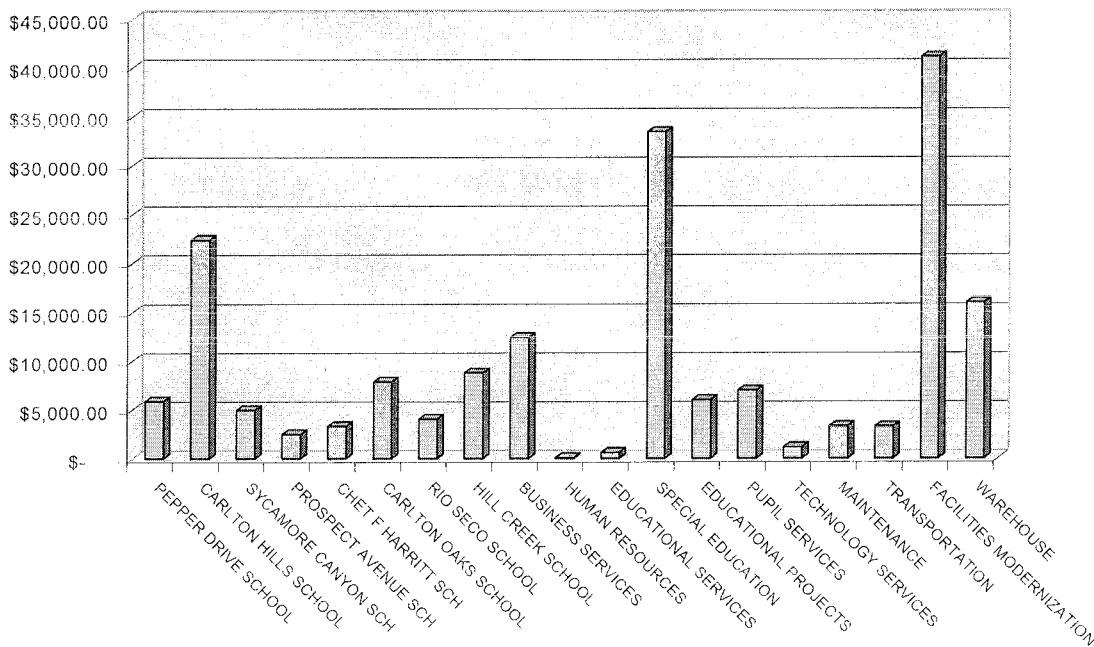
This is a fiscal item. All fiscal resources impact student achievement.

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

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

**PURCHASE ORDER REPORT  
 SEPTEMBER 2011**



- The Special Education purchase orders include payments for various specialized consulting agreements.
- The Facilities Modernization purchase orders include payments relating to the Capital Improvement Program.

**RECOMMENDATION:**

Administration recommends approval of purchase orders #110414 through #110536 issued September 1, 2011 through September 30, 2011.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

The fiscal impact of \$184,307.10 is disclosed on the following pages.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item E.2.3.
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**LOCATION LIST 2011-12**

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

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

Fund Numbers

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

M = Monthly Blanket  
 A = Annual Blanket  
 L = Lottery

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

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
110077	7/8/2011	21-39	PORTABLE STORAGE CORP. STORAGE UNIT AT PRIDE	065	TEMPORARY RENTALS INCREASED ANNUAL P.O.	\$973.50 \$3,000.00
					NEW TOTAL	\$3,973.50
110463	9/16/2011	03-00	GENERAL BINDING CORP LAMINATOR AT HILL CREEK	010	ANNUAL MAINT. AGREEMENT INCREASED ANNUAL P.O.	\$700.00 \$72.16
					NEW TOTAL	\$772.16
110531	9/30/2011	03-00	GENERAL BINDING CORP LAMINATOR AT SYCAMORE CYN	004	ANNUAL MAINT. AGREEMENT INCREASED ANNUAL P.O.	\$400.00 \$50.00
					NEW TOTAL	\$450.00



PURCHASE ORDER LISTING - SEPTEMBER 2011  
BY SITE

PO NBR	DATE	FUND	VENDOR	DESCRIPTION	AMOUNT	LOC	LOCATION
110467	9/16/2011	6	DEVELOPMENTAL STUDIES CENTER	CLASSROOM MATERIALS	\$ 1,622.83	002	PEPPER DRIVE SCHOOL
110475	9/19/2011	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$ 367.36	002	PEPPER DRIVE SCHOOL
110489	9/22/2011	6	CDW GOVERNMENT INC	COMPUTERS	\$ 667.77	002	PEPPER DRIVE SCHOOL
110490	9/22/2011	6	DELL MARKETING L.P.	COMPUTER	\$ 2,404.02	002	PEPPER DRIVE SCHOOL
110491	9/22/2011	6	PC MALLGOV	SOFTWARE LICENSE	\$ 124.77	002	PEPPER DRIVE SCHOOL
110517	9/28/2011	3	OMA'S PUMPKIN PATCH	ADMISSIONS	\$ 714.00	002	PEPPER DRIVE SCHOOL
					<b>TOTAL \$ 5,900.75</b>		<b>PEPPER DRIVE SCHOOL</b>
110418	9/6/2011	3	DELL MARKETING L.P.	TONER CARTRIDGE	\$ 330.07	003	CARLTON HILLS SCHOOL
110470	9/19/2011	6	LENOVO (UNITED STATES) INC.	LAPTOPS	\$ 16,639.54	003	CARLTON HILLS SCHOOL
110472	9/19/2011	6	PC MALLGOV	SOFTWARE LICENSES	\$ 2,889.92	003	CARLTON HILLS SCHOOL
110485	9/21/2011	6	DELL MARKETING L.P.	LASER PRINTER	\$ 1,040.52	003	CARLTON HILLS SCHOOL
110509	9/27/2011	3	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	\$ 30.00	003	CARLTON HILLS SCHOOL
110510	9/27/2011	3	CHRISTIAN YOUTH THEATER	ADMISSIONS	\$ 231.00	003	CARLTON HILLS SCHOOL
110514	9/28/2011	3	CDW GOVERNMENT INC	LIBRARY MATERIALS	\$ 175.44	003	CARLTON HILLS SCHOOL
110518	9/28/2011	3	SCHOLASTIC BOOK FAIRS - 10	BOOK FAIR - CH	\$ 1,046.27	003	CARLTON HILLS SCHOOL
					<b>TOTAL \$ 22,382.76</b>		<b>CARLTON HILLS SCHOOL</b>
110483	9/21/2011	3	LOWE'S STORE #1013	PLAYGROUND EQUIP - SC PRE-SCH	\$ 4,521.22	004	SYCAMORE CANYON SCH
110531	9/30/2011	3	GENERAL BINDING CORPORATION	ANNUAL AGREEMENT 11/12	\$ 450.00	004	SYCAMORE CANYON SCH
					<b>TOTAL \$ 4,971.22</b>		<b>SYCAMORE CANYON SCH</b>
110488	9/22/2011	6	VIRCO MANUFACTURING CORP	FURNITURE	\$ 258.71	005	PROSPECT AVENUE SCH
110496	9/23/2011	3	BIRCH AQUARIUM AT SCRIPPS	ADMISSIONS	\$ 608.00	005	PROSPECT AVENUE SCH
110500	9/23/2011	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$ 313.19	005	PROSPECT AVENUE SCH
110503	9/23/2011	3	RAY & JOAN KROC CENTER	ADMISSIONS	\$ 490.00	005	PROSPECT AVENUE SCH
110519	9/28/2011	3	SEAL FURNITURE & SYSTEMS INC	OFFICE SUPPLIES	\$ 155.16	005	PROSPECT AVENUE SCH
110532	9/30/2011	6	CDW GOVERNMENT INC	COMPUTER EQUIPMENT/KIT	\$ 667.71	005	PROSPECT AVENUE SCH
					<b>TOTAL \$ 2,492.77</b>		<b>PROSPECT AVENUE SCH</b>
110431	9/13/2011	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$ 489.49	006	CAJON PARK SCHOOL
110527	9/29/2011	3	OMA'S PUMPKIN PATCH	ADMISSIONS	\$ 896.00	006	CAJON PARK SCHOOL
110530	9/30/2011	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$ 303.73	006	CAJON PARK SCHOOL
110421	9/12/2011	3	DELL MARKETING L.P.	LASER PRINTER	\$ 260.13	007	CHET F HARRITT SCH
110429	9/13/2011	6	ACTION MATH GROUP LTD	CLASSROOM MATERIALS	\$ 468.71	007	CHET F HARRITT SCH
110436	9/14/2011	6	ACTION PUBLISHING INC.	JR HIGH PLANNERS	\$ 660.91	007	CHET F HARRITT SCH
110477	9/19/2011	3	NATIONAL GEOGRAPHIC BEE	REGISTRATION FEES	\$ 90.00	007	CHET F HARRITT SCH
110480	9/20/2011	3	CPM EDUCATIONAL PROGRAM	CLASSROOM MATERIALS	\$ 147.19	007	CHET F HARRITT SCH

					<b>TOTAL \$</b>	<b>3,316.16</b>		<b>CHET F HARRITT SCH</b>	
110432	9/13/2011	3	PC MALLGOV	SOFTWARE LICENSE	\$	41.59	008	CARLTON OAKS SCHOOL	
110433	9/13/2011	3	LENOVO (UNITED STATES) INC.	LAPTOP	\$	894.94	008	CARLTON OAKS SCHOOL	
110434	9/13/2011	3	TROXELL COMMUNICATIONS INC	ELECTRONIC EQUIPMENT	\$	1,091.52	008	CARLTON OAKS SCHOOL	
110474	9/19/2011	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$	111.69	008	CARLTON OAKS SCHOOL	
110476	9/19/2011	3	YELLOW BOOK ROAD	CLASSROOM MATERIALS	\$	246.04	008	CARLTON OAKS SCHOOL	
110478	9/20/2011	3	TROXELL COMMUNICATIONS INC	ELECTRONIC EQUIPMENT	\$	2,183.04	008	CARLTON OAKS SCHOOL	
110479	9/20/2011	3	CDW GOVERNMENT INC	COMPUTERS	\$	669.57	008	CARLTON OAKS SCHOOL	
110505	9/26/2011	3	LENOVO (UNITED STATES) INC.	COMPUTER CART	\$	2,046.23	008	CARLTON OAKS SCHOOL	
110506	9/26/2011	3	TROXELL COMMUNICATIONS INC	PROJECTOR	\$	565.69	008	CARLTON OAKS SCHOOL	
110507	9/26/2011	3	SMILE MAKERS	HEALTH OFFICE SUPPLIES	\$	33.71	008	CARLTON OAKS SCHOOL	
					<b>TOTAL \$</b>	<b>7,884.02</b>		<b>CARLTON OAKS SCHOOL</b>	
110414	9/2/2011	3	PROTECTION SPECIALTIES	PE SUPPLIES	\$	678.89	009	RIO SECO SCHOOL	
110419	9/6/2011	3	DELL MARKETING L.P.	LASER PRINTER	\$	286.14	009	RIO SECO SCHOOL	
110437	9/14/2011	3	FOLLETT SOFTWARE COMPANY	LIBRARY BARCODE LABELS - RS	\$	282.60	009	RIO SECO SCHOOL	
110438	9/14/2011	3	BIRCH AQUARIUM AT SCRIPPS	ADMISSIONS	\$	617.50	009	RIO SECO SCHOOL	
110497	9/23/2011	3	CDW GOVERNMENT INC	ELECTRONIC EQUIP PARTS/REP'S	\$	41.69	009	RIO SECO SCHOOL	
110526	9/29/2011	3	JUNIOR ACHIEVEMENT	ADMISSIONS	\$	2,160.00	009	RIO SECO SCHOOL	
					<b>TOTAL \$</b>	<b>4,066.82</b>		<b>RIO SECO SCHOOL</b>	
33	110416	9/2/2011	3	VIRCO MANUFACTURING CORP	CLASSROOM FURNITURE	\$	129.34	010	HILL CREEK SCHOOL
	110449	9/15/2011	3	LENOVO (UNITED STATES) INC.	LAPTOPS	\$	7,175.50	010	HILL CREEK SCHOOL
	110450	9/15/2011	3	PC MALLGOV	SOFTWARE LICENSE	\$	332.72	010	HILL CREEK SCHOOL
	110463	9/16/2011	3	GENERAL BINDING CORPORATION	MAINTENANCE AGREEMENT 11/12	\$	772.16	010	HILL CREEK SCHOOL
	110464	9/16/2011	3	AMERICAN LEGACY PUBLISHING INC	MAGAZINE SUBSCRIPTION	\$	186.63	010	HILL CREEK SCHOOL
	110486	9/21/2011	3	TROXELL COMMUNICATIONS INC	DVD PLAYER	\$	36.66	010	HILL CREEK SCHOOL
	110504	9/26/2011	3	DEMCO INC	LIBRARY SUPPLIES	\$	181.42	010	HILL CREEK SCHOOL
					<b>TOTAL \$</b>	<b>8,814.43</b>		<b>HILL CREEK SCHOOL</b>	
	110417	9/6/2011	3	KEENAN & ASSOCIATES	P&L CLAIMS ADMIN FEES 10/11	\$	2,685.22	064	BUSINESS SERVICES
	110420	9/6/2011	3	DELL MARKETING L.P.	TONER CARTRIDGE	\$	99.12	064	BUSINESS SERVICES
	110424	9/13/2011	3	6 OFFICE DEPOT INC	OFFICE SUPPLIES - ALL SITES	\$	5,607.62	064	BUSINESS SERVICES
	110425	9/13/2011	63	OFFICE DEPOT INC	OFFICE SUPPLIES - PROJ. SAFE	\$	65.70	064	BUSINESS SERVICES
	110462	9/15/2011	3	6 OFFICEMAX CONTRACT INC	OFFICE SUPPLIES - ALL SITES	\$	3,794.53	064	BUSINESS SERVICES
	110524	9/29/2011	3	CALIFORNIA PUBLIC EMPLOYEES'	VALUATION FEES	\$	10.00	064	BUSINESS SERVICES
	110525	9/29/2011	3	CITY OF SAN DIEGO	LANDFILL CARD FEE	\$	10.00	064	BUSINESS SERVICES
	110528	9/29/2011	3	FEDERAL EXPRESS CORPORATION	OVERNIGHT EXPRESS DELIVERY	\$	138.17	064	BUSINESS SERVICES
					<b>TOTAL \$</b>	<b>12,410.36</b>		<b>BUSINESS SERVICES</b>	
	110423	9/13/2011	3	SUPERINTENDENT OF SCHOOLS	FRISK TRAINING	\$	105.00	065	HUMAN RESOURCES

					<b>TOTAL \$</b>	<b>105.00</b>	<b>HUMAN RESOURCES</b>
110468	9/16/2011	3	EAST COUNTY FAMILY YMCA	ADMISSIONS	\$	80.00	066 EDUCATIONAL SERVICES
110516	9/28/2011	3	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	\$	170.00	066 EDUCATIONAL SERVICES
110428	9/13/2011	3	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	\$	35.00	069 EDUCATIONAL SERVICES
110495	9/23/2011	12	6 OMA'S PUMPKIN PATCH	ADMISSIONS	\$	336.00	069 EDUCATIONAL SERVICES
					<b>TOTAL \$</b>	<b>621.00</b>	<b>EDUCATIONAL SERVICES</b>
110427	9/13/2011	6	EPSTEIN, LAURIN	CONSULTANT SERVICES	\$	427.50	067 SPECIAL EDUCATION
110447	9/15/2011	3	6 LENOVO (UNITED STATES) INC.	LAPTOPS	\$	2,690.81	067 SPECIAL EDUCATION
110448	9/15/2011	3	6 PC MALLGOV	SOFTWARE LICENSE	\$	124.77	067 SPECIAL EDUCATION
110493	9/22/2011	6	SPRINGALL ACADEMY	NPS 11/12 ANNUAL	\$	29,916.00	067 SPECIAL EDUCATION
110494	9/22/2011	6	SHAW, JENNIFER	CONSULTING SERVICES	\$	113.33	067 SPECIAL EDUCATION
110513	9/27/2011	6	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	\$	160.00	067 SPECIAL EDUCATION
					<b>TOTAL \$</b>	<b>33,432.41</b>	<b>SPECIAL EDUCATION</b>
110426	9/13/2011	3	6 JOSEPHSON INSTITUTE OF ETHICS	MEMBERSHIP 11/12	\$	1,000.00	068 EDUCATIONAL PROJECTS
110430	9/13/2011	3	ANSMAR PUBLISHERS INC	CLASSROOM MATERIALS	\$	124.99	068 EDUCATIONAL PROJECTS
110465	9/16/2011	3	ESGI	LICENSES	\$	4,500.00	068 EDUCATIONAL PROJECTS
110466	9/16/2011	3	ANSMAR PUBLISHERS INC	CLASSROOM MATERIALS	\$	36.64	068 EDUCATIONAL PROJECTS
110487	9/22/2011	3	ANSMAR PUBLISHERS INC	CLASSROOM MATERIALS	\$	368.51	068 EDUCATIONAL PROJECTS
					<b>TOTAL \$</b>	<b>6,030.14</b>	<b>EDUCATIONAL PROJECTS</b>
110439	9/14/2011	3	PARADIGM HEALTHCARE SVCS, LLC	MAA SERVICESS	\$	2,137.50	070 PUPIL SERVICES
110440	9/15/2011	6	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	\$	450.00	070 PUPIL SERVICES
110473	9/19/2011	3	PC MALLGOV	SOFTWARE LICENSES	\$	90.31	070 PUPIL SERVICES
110492	9/22/2011	6	COMMITTEE FOR CHILDREN	CLASSROOM MATERIALS	\$	3,535.45	070 PUPIL SERVICES
110515	9/28/2011	6	TIME FOR KIDS INC	REGISTRATION FEES	\$	810.00	070 PUPIL SERVICES
					<b>TOTAL \$</b>	<b>7,023.26</b>	<b>PUPIL SERVICES</b>
110484	9/21/2011	3	DELL MARKETING L.P.	PRINTER CARTRIDGE	\$	99.12	073 TECHNOLOGY SERVICES
110533	9/30/2011	3	LENOVO (UNITED STATES) INC.	LAPTOP	\$	896.94	073 TECHNOLOGY SERVICES
110534	9/30/2011	3	LENOVO (UNITED STATES) INC.	COMPUTER EQUIPMENT	\$	170.25	073 TECHNOLOGY SERVICES
					<b>TOTAL \$</b>	<b>1,166.31</b>	<b>TECHNOLOGY SERVICES</b>
110422	9/13/2011	6	CLARK SECURITY PRODUCTS INC	M & O SUPPLIES	\$	3,204.06	075 MAINTENANCE
110520	9/28/2011	6	SPARKLETTS	DRINKING WATER - M&O	\$	120.00	075 MAINTENANCE
					<b>TOTAL \$</b>	<b>3,324.06</b>	<b>MAINTENANCE</b>
110451	9/15/2011	6	MAGNOLIA TEST ONLY STATION	BUS REPAIRS & MAINTENANCE	\$	825.00	076 TRANSPORTATION
110452	9/15/2011	6	SAN DIEGO FRICTION PRODUCTS	BUS REPAIRS & MAINTENANCE	\$	429.28	076 TRANSPORTATION
110453	9/15/2011	6	DREW FORD	BUS REPAIRS & MAINTENANCE	\$	140.81	076 TRANSPORTATION
110454	9/15/2011	6	PECK'S HEAVY FRICTION INC	BUS REPAIRS & MAINTENANCE	\$	97.60	076 TRANSPORTATION
110455	9/15/2011	6	MIRAMAR TRUCK CENTER	BUS REPAIRS & MAINTENANCE	\$	663.81	076 TRANSPORTATION

110456	9/15/2011	6	INTERSTATE BATTERY OF	M&O VEHICLE REPAIRS/MAINT.	\$ 90.62	076	TRANSPORTATION
110457	9/15/2011	6	ROADONE	M&O TRUCK REPAIRS	\$ 48.40	076	TRANSPORTATION
110458	9/15/2011	6	FRAME & AXLE SERVICE OF	BUS REPAIRS & MAINTENANCE	\$ 50.00	076	TRANSPORTATION
110459	9/15/2011	6	PARKHOUSE TIRE INC	M&O DUMP TRUCK REPAIRS/MAINT.	\$ 373.27	076	TRANSPORTATION
110460	9/15/2011	6	TIRE CENTERS, LLC	BUS REPAIRS & MAINTENANCE	\$ 315.72	076	TRANSPORTATION
110461	9/15/2011	6	A-Z BUS SALES, INC.	BUS REPAIRS & MAINTENANCE	\$ 264.13	076	TRANSPORTATION
					<b>TOTAL</b>	<b>\$ 3,298.64</b>	<b>TRANSPORTATION</b>
110435	9/14/2011	21 39	WASTE MANAGEMENT OF EL CAJON -	ROLL OFF - HC MOD	\$ 498.92	077	FACILITIES MODERNIZATION
110511	9/27/2011	21 39	NINYO & MOORE	GEOTECHNICAL SVCS - HC ADD'N	\$ 17,000.00	077	FACILITIES MODERNIZATION
110512	9/27/2011	25 18	WILLIAMS SCOTSMAN INC	RELO CLASSROOM REMOVAL - PA	\$ 10,334.00	077	FACILITIES MODERNIZATION
110529	9/29/2011	21 39	DFS FLOORING	CARPETING - PD	\$ 13,276.00	077	FACILITIES MODERNIZATION
					<b>TOTAL</b>	<b>\$ 41,108.92</b>	<b>FACILITIES MODERNIZATION</b>
110415	9/2/2011	3	OFFICE DEPOT INC	STORES SUPPLIES	\$ 358.42	078	WAREHOUSE
110441	9/15/2011	3	MAINTEX INC	STORES SUPPLIES	\$ 151.28	078	WAREHOUSE
110442	9/15/2011	3	P&R PAPER SUPPLY CO INC	STORES SUPPLIES	\$ 157.49	078	WAREHOUSE
110443	9/15/2011	3	WAXIE SANITARY SUPPLY	STORES SUPPLIES	\$ 41.46	078	WAREHOUSE
110444	9/15/2011	3	SCHOOL SPECIALTY, INC	STORES SUPPLIES	\$ 674.95	078	WAREHOUSE
110445	9/15/2011	3	SOUTHWEST SCHOOL SUPPLY	STORES SUPPLIES	\$ 423.24	078	WAREHOUSE
110446	9/15/2011	3	OFFICE DEPOT INC	STORES SUPPLIES	\$ 485.09	078	WAREHOUSE
110469	9/16/2011	3	ELGIN SCHOOL SUPPLY	STORES SUPPLIES	\$ 73.70	078	WAREHOUSE
110481	9/20/2011	3	MAINTEX INC	STORES SUPPLIES	\$ 2,478.25	078	WAREHOUSE
110482	9/20/2011	3	OFFICE DEPOT INC	STORES SUPPLIES	\$ 1,061.34	078	WAREHOUSE
110498	9/23/2011	3	SPORT SUPPLY GROUP INC	STORES SUPPLIES	\$ 638.42	078	WAREHOUSE
110499	9/23/2011	3	CAMEO PAPER & JANITORIAL	STORES SUPPLIES	\$ 115.02	078	WAREHOUSE
110501	9/23/2011	3	SCHOOL SPECIALTY, INC	STORES SUPPLIES	\$ 138.14	078	WAREHOUSE
110502	9/23/2011	3	MAINTEX INC	STORES SUPPLIES	\$ 232.74	078	WAREHOUSE
110508	9/27/2011	3	SPIRAL BINDING CO INC	STORES SUPPLIES	\$ 231.77	078	WAREHOUSE
110521	9/29/2011	3	SOUTHWEST SCHOOL SUPPLY	STORES SUPPLIES	\$ 58.44	078	WAREHOUSE
110522	9/29/2011	3	MISSION JANITORIAL SUPPLIES	STORES SUPPLIES	\$ 7,777.40	078	WAREHOUSE
110523	9/29/2011	3	WAXIE SANITARY SUPPLY	STORES SUPPLIES	\$ 271.53	078	WAREHOUSE
110535	9/30/2011	3	CLEANSOURCE	STORES SUPPLIES	\$ 413.76	078	WAREHOUSE
110536	9/30/2011	3	CAMEO PAPER & JANITORIAL	STORES SUPPLIES	\$ 175.63	078	WAREHOUSE
					<b>TOTAL</b>	<b>\$ 15,958.07</b>	<b>WAREHOUSE</b>

\$ 184,307.10

**BACKGROUND:**

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

<i>Item</i>	<i>Approximate Value</i>	<i>Donated By</i>	<i>Designated For Use At</i>
Funds to Support the Instructional Program and Supplement Classroom Supplies	\$838.17	Target – Take Charge of Education	Carlton Oaks School
Used Office Furniture	\$1,570.50	San Diego Office & Modular Design	Chet F. Harritt
<b>TOTAL DONATIONS RECEIVED</b>	<b>\$2,408.67</b>		

**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:

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

**FISCAL IMPACT:**

The donations above are valued at \$2,408.67.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item E.2.4.
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Consent Item E.2.5. Approval/Ratification of Revolving Cash Report  
Prepared by Karl Christensen  
October 18, 2011

**BACKGROUND:**

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

**RECOMMENDATION:**

Administration recommends approval of checks #22211 through #22213 on the \$15,000 Revolving Cash Account.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

The fiscal impact is \$908.85 as disclosed on the following report.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item E.2.5.
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SANTEE SCHOOL DISTRICT  
REVOLVING CASH REPORT- \$15,000

Date	Number	Name	Memo	Amount
09/27/11	22211	Jesse Dallas	Mileage Reimbursement	43.85
09/27/11	22212	Sprout's	Produce- CNS	790.00
10/05/11	22213	Walmart	Lorene Foster Children's Fund	75.00
		Total Checks Written		\$908.85
		Total to be Reimbursed		\$908.85

**BACKGROUND:**

On September 29, 2006, the State Controller's Office ("SCO") issued an audit report with specific findings regarding the District's Collective Bargaining Mandated Cost claims for the period from July 1, 2000 through June 30, 2004. This report disallowed the bulk of costs submitted for these claims.

On January 20, 2006 the District submitted an appeal disputing the findings of the original audit report. On January 31, 2007, the SCO issued a revised audit report with similar findings but small adjustments to the amounts disallowed. The revised audit report stated that the District claimed \$1,117,902 for this period. Most of the costs pertained to staff time for two employees: Sue Yakubik, Assistant Superintendent, and Judy Watkins, Administrative Secretary. The audit report disallowed the majority of these costs totaling \$765,967. The audit report stated that the District had submitted end of the year statements estimating the percentage of staff time spent on mandated cost activities and failed to document these costs with contemporaneous source documents. Specifically, the SCO recommended that the District pay back funds already received as follows:

- For FY 2000-01, the State paid the district \$299,511. The audit disclosed that \$117,106 is allowable. The district should return \$182,405 to the State.
- For FY 2001-02, the State paid the district \$293,973. The audit disclosed that \$89,420 is allowable. The district should return \$204,553 to the State.
- For FY 2002-03, the State paid the district \$297,235. The audit disclosed that \$94,872 is allowable. The district should return \$202,363 to the State.
- For FY 2003-04, the State paid the district \$227,183. The audit disclosed that \$50,537 is allowable. The district should return \$176,646 to the State.

The issue sat dormant for quite some time, ostensibly due to a lawsuit filed against the SCO the year before. On May 24, 2006, a coalition of school and community college districts led by Clovis Unified School District filed a petition that challenged the pattern and practice of audits of mandate claims conducted by the SCO (*Clovis v. Westly*). The petition charged that the goal of the SCO audits was to limit or curtail the state's constitutional obligation to reimburse local agencies for the costs they incur in providing state mandated services. The petition detailed 15 audits covering seven separate state mandated programs, which resulted in large disallowances of claimed reimbursement. In total, the SCO audits disallowed more than \$17.5 million in claimed reimbursements, a disallowance rate of 86%. The petition noted that the SCO auditors did not dispute that the petitioners did in fact incur costs to implement the mandated programs and services. The auditors, nevertheless, disallowed the vast majority of the claims on the



grounds that the documentation provided by the districts to support the claims was insufficient.

The petition argued that the SCO's documentation requirements were not consistent with applicable government accounting standards and, in essence, amounted to an arbitrary and capricious attempt to reduce the state's liability for mandate reimbursements. In addition, the SCO applied artificial reasons inconsistent with the applicable statutes to disallow reimbursement claims, thus establishing standards of general application without following the Administrative Procedure Act. This Act requires the state government to adopt regulations through an open and transparent process. The petition sought remedies that included a directive that the SCO return funds denied pursuant to those audits.

On September 21, 2010, the Court of Appeal issued a final ruling in the case and determined that the SCO had violated the Administrative Procedure Act (APA) in adopting the Contemporaneous Source Document Requirement (CSDR) as an audit standard to evaluate school district claims for mandate reimbursement for four programs: (1) School District of Choice Program (SDC), (2) the Emergency Procedures, Earthquake Procedures and Disasters Program (EPEPD), (3) the Intradistrict Attendance Program, and (4) the Collective Bargaining Program.

On September 20, 2011, District Administration received a phone call from the Audit Chief of the Mandated Cost Audit Bureau of the SCO to inform the District that in light of the Court of Appeal ruling, the SCO planned to reissue the final audit report and allow 100% of the costs claimed. As a result, the District will not have to pay back any funds already received for these claims.

**RECOMMENDATION:**

It is recommended that the Board of Education accept the State Controller audit of collective bargaining mandate claims report.

This recommendation supports the following District goal:

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

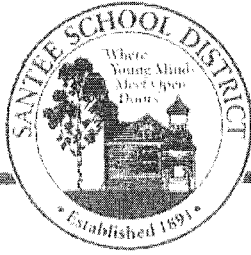
**FISCAL IMPACT:**

This is 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.2.6.
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# 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

September 29, 2011

Jim L. Spano, Chief  
Mandated Cost Audits Bureau  
Division of Audits  
California State Controller's Office  
P.O. Box 942850  
Sacramento, CA 94250-5874

RE: Collective Bargaining Program  
July 1, 2000, through June 30, 2004

Dear Mr. Spano:

In connection with the State Controller's Office (SCO) audit of the district's claims for the mandated program and audit period identified above, we affirm, to the best of our knowledge and belief, the following representations made to the SCO's audit staff during the audit:

1. We maintain accurate financial records and data to support the mandated cost claims submitted to the SCO.
2. We designed and implemented the district's accounting system to ensure accurate and timely records.
3. We prepared and submitted our reimbursement claims according to the Collective Bargaining Program's parameters and guidelines.
4. We claimed mandated costs based on actual expenditures allowable per the Collective Bargaining Program's parameters and guidelines.
5. We made available to the SCO's audit staff all financial records, correspondence, and other data pertinent to the mandated cost claims.

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

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

6. We are not aware of any:
  - a. Violations or possible violations of laws and regulations involving management or employees who had significant roles in the accounting system or in preparing the mandated cost claims.
  - b. Violations or possible violations of laws and regulations involving other employees that could have had a material effect on the mandated cost claims.
  - c. Communications from regulatory agencies concerning noncompliance with, or deficiencies in, accounting and reporting practices that could have a material effect on the mandated cost claims.
  - d. Relevant, material transactions that were not properly recorded in the accounting records that could have a material effect on the mandated cost claims.
7. There are no unasserted claims or assessments that our lawyer has advised us are probable of assertion that would have a material effect on the mandated cost claims.
8. We are not aware of any events that occurred after the audit period that would require us to adjust the mandated cost claims.



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Karl Christensen  
Assistant Superintendent  
Business Services  
SANTEE SCHOOL DISTRICT

Consent Item E.3.1.  
Prepared by Karl Christensen  
October 18, 2011

Pass Through Of Claim Payment from Construction  
Protection Services to Lease/Leaseback Contractor for  
Aluminum Wire Theft at Chet F. Harritt School During  
Construction

**BACKGROUND:**

During the summer construction at Chet F. Harritt School, theft attempts increased considerably. The District contracted with Construction Protection Services, Inc. (CPS) for continuous security during times when there was no construction supervision. On the weekend of August 5<sup>th</sup> thru August 8<sup>th</sup>, 2011, there was a lapse of coverage of security by CPS. It was noticed by our Santee Security services at 1:00 a.m. on August 6, that security was not onsite. This was noted on the billing and not paid. During that same period, Neal Electric noticed that a portion of aluminum underground wiring at the Chet F. Harritt ball fields had been removed. Since CPS has insurance coverage for such losses, a claim was submitted by Barnhart-Balfour Beatty, Inc. on behalf of Neal Electric for the loss. Since the contract with CPS is between the District and CPS, the loss payment in the amount of \$5,282.36 will be received by Santee School District and then paid to Barnhart-Balfour Beatty, Inc. for Neal Electric.

**RECOMMENDATION:**

It is recommended that the Board of Education approve the receipt of insurance funds from CPS for the theft of aluminum wiring at the Chet F. Harritt ball field project and payment of such proceeds to Barnhart-Balfour Beatty, Inc. to pass through to Neal Electric, the supplier and installer of aluminum electrical wiring for the project.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

There is no fiscal impact. \$5,282.36 received from CPS will be paid to Barnhart-Balfour Beatty, Inc. for payment to Neal Electric.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item E.3.1.
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Consent Item E.4.2. Approval of Memorandum of Understanding with Rady Children's Hospital and Health Center (RCHHC) for the Early, Periodic Screening, Diagnosis and Treatment (EPSDT) Program

Prepared by Minnie Malin  
October 18, 2011

**BACKGROUND:**

The District participates in the Early, Periodic Screening, Diagnosis and Treatment (EPSDT) program to support mental health services for Medi-Cal eligible students. Rady Children's Hospital and Health Center (RCHHC) is a community organization certified to provide EPSDT-funded mental health services. RCHHC professionals have provided these services to students since the program's inception. Staff from RCHHC will serve Hill Creek, Pepper Drive, PRIDE Academy at Prospect Avenue, Rio Seco, and Sycamore Canyon Schools.

**RECOMMENDATION:**

Administration recommends the Board of Education approve this Memorandum of Understanding with Rady Children's Hospital and Health Center for the EPSDT program for the 2011-2012 school year.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

RCHHC receives reimbursement for services provided directly from the State Department of Health for Medi-Cal eligible children. Therefore, this program will not impact the general fund.

**STUDENT ACHIEVEMENT IMPACT:**

Students who need and receive mental health support services are more likely to succeed academically in school.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item E.4.2.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into and executed as of **July 1, 2011**, by and between **Rady Children’s Hospital – San Diego, Children’s Outpatient Psychiatry** (“Provider”); and **Santee School District** (“District”), with respect to the following matters:

- A. The parties to this MOU desire to provide mental health services, including individual, collateral, family and group psychotherapy services, medication support, case management, and rehabilitative services under the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Funded Mental Health Services to Medi-Cal eligible children/youth and under the Mental Health Services Act (MHSA) to eligible Seriously Emotionally Disturbed (SED) children/youth as per MHSA target population criteria.
- B. The parties desire to enter into this MOU to set forth their respective responsibilities with respect to the delivery of EPSDT and MHSA services.

This agreement shall be effective from **July 1, 2011** through **June 30, 2012**.

NOW, THEREFORE, the parties agree as follows:

1. Program Description. The EPSDT and MHSA Services shall be provided in accordance with the following:
  - a) PROVIDER shall deliver services to children/youth who meet the eligibility criteria pursuant to Federal and State law governing EPSDT and MHSA Mental Health Funded Services and the Provider’s Contract with County for the provision of EPSDT and MHSA Funded services.
  - b) EPSDT and MHSA Funded Services may include individual, collateral, family and group psychotherapy services, medication support, case management, and rehabilitative services, as authorized by Federal and State law and specified by the Contract County holds with the Provider.
2. Termination. This MOU may be terminated at any time upon the mutual agreement of the parties or upon thirty (30) days prior written notice from any party. Those authorized to receive notice for the parties are the signatories of this MOU.
3. District Responsibilities. The District’s responsibilities shall include the following:
  - a) Designation of consistent location within each school or other mutually agreed upon locations to be used for EPSDT and MHSA Services.
  - b) Dates and times to be agreed upon by the parties including year-round service location when school is not in session.
  - c) Promotion of EPSDT and MHSA Funded services in the District schools and community.
  - d) Assist in identification and referral of eligible students to Provider for EPSDT and MHSA funded services.
  - e) Designation of staff to act as a liaison with County Liaison and Provider to assist in the implementation of EPSDT and MHSA Funded services.
  - f) Notification to County Liaison upon any change in district designated contact.
  - g) Facilitation and participation in cross-system training.
  - h) Facilitation of family member’s access to family treatment on campus when indicated.
  - i) Notify the County when issues arise between the District and the Provider that cannot be resolved.
4. Provider Responsibilities. Provider’s responsibilities shall include the following:

- a) Provider shall provide EPSDT and MHSA funded services to eligible children/youth referred by the District by employing qualified staff, per state and federal regulations governing such, and as set forth in Provider's Contract with County.
  - b) Submission of quarterly reports to the District specifying the number of students referred for services, the number of students served, and such additional information as agreed upon by the parties.
  - c) Designation of staff to keep in close communication with and meet with school site referral teams (SST) to facilitate appropriate referrals to provider and open communication between provider and school site staff.
  - d) Provider shall comply with the school district's background check process requirement for each staff providing services on any school campus.
  - e) Designation of staff to act as a liaison with District and County to assist in the implementation of EPSDT and MHSA Funded services.
  - f) Provider shall notify the County when issues arise between the Provider and the District.
5. Confidentiality. The parties agree that all information and records obtained in the course of providing services pursuant to this agreement shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations including but not limited to California Welfare and Institutions Code Section 5328.
6. Indemnification. Provider agrees to defend, indemnify, and save free and harmless the District, its officers, agents, and employees against any and all losses, injuries, claims, actions, causes of action, judgment, and liens arisen from, or alleged to have arisen from provider's performance or lack thereof under this agreement.

District agrees to defend, indemnify, and save free and harmless the Provider, its officers, agents and employees, against any and all losses, injuries, claims, actions, causes of action, judgment, and liens arisen from or alleged to have arisen from District's performance or lack thereof, under this agreement.

The parties entering into this MOU furthermore agree that the District shall not assume any financial liability for any of the services rendered by Provider under terms of this agreement regardless of whether or not those services are reimbursed by County.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first set forth above.

PROVIDER: Rady Children's Hospital

Name: **Margareta Norton** Date 9/25/14

Signature: 

Title: **Senior Vice President/ Chief Operating Officer**

DISTRICT: **Santee School District**

Name: \_\_\_\_\_ Date \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Consent Item E.4.3. Adoption of Proclamation Endorsing Drug Awareness Week,  
October 31 – November 4, 2011

Prepared by Minnie Malin  
October 18, 2011

**BACKGROUND:**

A major educational goal of Santee School District is to provide students with the knowledge, skills, and attitude needed for a drug-free life. In order to demonstrate the Board's commitment to this goal, administration recommends adoption of the proclamation endorsing the week of October 31 – November 4, 2011 as Drug Awareness Week/Red Ribbon Week.

**RECOMMENDATION:**

Administration recommends adoption of the proclamation declaring the week of October 31 – November 4, 2011 as Drug Awareness Week/Red Ribbon 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:**

Site purchase of Red Ribbon Week materials is provided by PTA and Walmart donations.

**STUDENT ACHIEVEMENT IMPACT:**

This proclamation promotes the belief that a drug-free life is a necessary component for a safe and healthy community.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item E.4.3.



**PROCLAMATION  
ENDORING DRUG AWARENESS WEEK  
AND THE RED RIBBON CAMPAIGN**

**WHEREAS** alcohol, tobacco, and other drug abuse continues to result in serious health, social and economic consequences in the United States; and

**WHEREAS** it is imperative that communities continue to create coalitions to launch unified and visible community-based alcohol, tobacco, and other drug abuse prevention and education strategies; and

**WHEREAS** collaborative efforts of communities, governments, businesses, law enforcement, schools, religious institutions, and service organizations form the basis of community empowerment and mobilization; and

**WHEREAS** it is these effective partnerships which enable all community members to declare themselves as “drug-free and proud”; and

**WHEREAS** the Red Ribbon Campaign will be celebrated in every community in America during “Red Ribbon Week,” October 31 – November 4, 2011; and

**WHEREAS** businesses, governments, law enforcement agencies, schools, religious institutions, service organizations, youth, medical personnel, senior citizens, military, sports teams, and individuals will demonstrate their commitment to alcohol, tobacco, and other drug problem-free communities by wearing and displaying red ribbons during this campaign;

**NOW THEREFORE BE IT PROCLAIMED** that the Santee School District Board of Education does hereby support October 31 – November 4, 2011 as RED RIBBON WEEK, and encourages all schools in the Santee School District to participate in alcohol, tobacco, and other drug prevention and education programs and activities, making a visible statement and commitment to the development and maintenance of healthy, problem-free communities.

Adopted this 18<sup>th</sup> day of October 2011.

\_\_\_\_\_  
Barbara Ryan, President

\_\_\_\_\_  
Dan Bartholomew, Vice-President

\_\_\_\_\_  
Dianne El-Hajj, Clerk

\_\_\_\_\_  
Ken Fox, Member

\_\_\_\_\_  
Dustin Burns, Member

\_\_\_\_\_  
Dr. Patrick Shaw, Superintendent

Consent Item E.4.4. Adoption of Resolutions Authorizing Teacher Services –  
Education Code Sections 44256(b), 44258.2, and 44263

Prepared by Minnie Malin  
October 18, 2011

**BACKGROUND:**

Annually, the school district is required by Education Code to certify that teachers have met legal requirements to be authorized to teach in certain departmentalized subject areas. Teachers whose credential authorizations cover the subject matter they are teaching are not required to be confirmed through Board resolution. However, the Education Code does require resolutions for certain teachers as outlined below:

Education Code 44256(b) resolutions are for teachers whose multiple subject or standard elementary credentials do not authorize the subject they are teaching, but they have a total of 6 upper division units or 12 semester units in the subject to be taught.

Education Code 44258.2 resolutions are for teachers whose single subject or standard secondary credentials do not authorize the subject they are teaching, but they have a total of 6 upper division units or 12 semester units in the subject.

Education Code 44263 resolutions are for teachers whose credentials do not cover the subject to be taught, but they have a total of 9 upper division units or 18 semester units in the subject.

The resolutions are to satisfy code requirements for the 2011-12 school year. Attached is a list of teachers who are affected by these resolutions. Adoption of these resolutions authorizes several teachers to instruct departmentalized classes.

**RECOMMENDATION:**

It is recommended that the Board of Education adopt the resolutions authorizing teacher assignments under Education Code sections 44256(b), 44258.2, and 44263.

This recommendation supports the following district goals:

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

**FISCAL IMPACT:**

This item will not impact the general fund.

**STUDENT ACHIEVEMENT IMPACT:**

Administration consistently reviews assignments to ensure proper credentialing.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_ Agenda Item E.4.4.

### Education Code 44256 (b)

<u>NAME</u>	<u>SCHOOL</u>	<u>SUBJECT TAUGHT</u>	<u>RESOLUTION FIELD</u>
Michael Roach	Pepper Drive	U.S./World History	Social Science
Deborah Towne	Pepper Drive	English/Language Arts	English
Laura Barker	Carlton Hills	Life Science	Science
Lawrence Barbary	Cajon Park	Math Enrichment	Math
Valerie Iverson	Carlton Oaks	Life Science	Science
Jill Schmitt	Carlton Oaks	Physical Science	Science
Luke Towne	Carlton Oaks	Physical Education	Physical Education
Marc Robbins	Rio Seco	Pre-Algebra/Algebra	Math
Chris Kelly	Hill Creek	Physical Education	Physical Education

### Education Code 44258.2

<u>NAME</u>	<u>SCHOOL</u>	<u>SUBJECT TAUGHT</u>	<u>RESOLUTION FIELD</u>
John Journeay	Hill Creek	Life/Physical Science	Science
Ben Saia	Hill Creek	Pre-Algebra	Math

### Education Code 44263

<u>NAME</u>	<u>SCHOOL</u>	<u>SUBJECT TAUGHT</u>	<u>RESOLUTION FIELD</u>
Katrina Sparley	Pepper Drive	Life/Earth Science	Science
Cameron Williams	Carlton Oaks	Literature	English

DISCUSSION AND/OR ACTION ITEMS Item F.

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

Agenda Item F

Discussion and/or Action Item F.1.1. Board's Legislative Goals for 2011-12  
Prepared by Dr. Patrick Shaw  
October 18, 2011

**BACKGROUND:**

This is the time of the year when the Board reviews their legislative goals in anticipation of the State Legislature beginning to develop legislation and bills that may impact education. Meetings may be scheduled to present Santee School District's Legislative Goals to our State Senator and State Assemblyman as they begin consideration of legislative bills. At the November 2, 2010 and December 7, 2010 Board meetings, Board members approved the legislative goals attached. At this time the Board chose to retain the consolidated Legislative Goals as a short list of priority goals the Board is interested in actively seeking legislation to implement. An additional a list of legislation changes that the Board supports is an attachment to the goals.

Administration has provided, for the Board's review and consideration, the 2010-11 Board Legislative Goals. This item will return with possible recommendations from administration and/or Board Members to produce legislative goals for 2011-12 that would positively impact instructional and fiscal solvency.

Tonight, Member Ryan, the Board's legislative representative, will facilitate any discussion by the Board about the Legislative Goals.

**RECOMMENDATION:**

It is recommended that the Board review the 2010-11 Legislative Goals and provide any input and/or recommendations to administration. This item will return with recommendations from administration and/or Board Members to produce Legislative Goals for 2011-12 which may be presented to legislative representatives for the upcoming legislative session. Action is at the discretion of the Board.

**FISCAL IMPACT:**

There is no current fiscal impact of this item.

**STUDENT ACHIEVEMENT IMPACT:**

This is a legislative item.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item F.1.1.

## VISION

Santee School District will be a recognized leader in education, setting the standard in every endeavor.

## MISSION

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

## GOALS

### Educational Achievement

Assure the highest level of educational achievement for all students.

### Facilities

Provide facilities that optimize the learning environment for all students.

### Fiscal Accountability

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

### Staff Development

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

### Student Well-Being

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

## PRIORITY LEGISLATIVE GOALS

2011

1. Seek legislation that would eliminate State deferrals to school districts.
  2. Seek or support legislation to provide adequacy, stability, flexibility, and local control in State funding for K-12 education programs and operations.
  3. Seek or support legislation to provide instructional materials categorical flexibility beyond 2012-2013 for high achieving school districts, as defined by State accountability guidelines.
  4. Seek or support legislation to amend the Open Enrollment Act, SB X5 4, excluding any school with an Academic Performance Index of 800 or above from the annual Open Enrollment Schools list.
  5. Seek or support legislation enhancing the application of 21<sup>st</sup> Century Learning Skills into the curriculum frameworks and professional teaching standards.
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Discussion and/or Action Item F.2.1.  
Prepared by Karl Christensen  
October 18, 2011

Approval to Submit General Waiver Request  
Renewal

**BACKGROUND:**

The Santee School District is seeking the ability to lease surplus real property (the former Santee School site) through a negotiated lease with a suitable developer. The buildings on the site have been demolished as the surrounding area is now mostly commercial. The District has previously attempted to sell the site through the statutory competitive bidding process set out in Education Code sections 17455-17475. On March 11, 2010, a waiver was approved by the State of California Board of Education which allowed the District to waive the Education Code provisions requiring that surplus District real property be sold to the highest bidder. The waiver was approved for the time period of March 1, 2010 through March 30, 2012. In order to submit a request to extend the General Waiver, several steps are required:

- Under Agenda Item D.1., a public hearing convened and permitted any interested citizens to raise questions or to provide input about the proposed General Waiver Request Renewal document of the District prior to any Board discussion and/or action.
- The District's Real Property Advisory Committee (7-11 Committee) that voted to approve moving forward with the original General Waiver Request process, will be reconvened to consider its support of the General Waiver Request Renewal document.
- Additionally, the General Waiver Request Renewal will be discussed with leadership representatives of the District's CSEA, STA, and SAA employee groups.

The General Waiver Request Renewal document has been available for public review at:

Santee School District  
Skidmore Administration Center  
9625 Cuyamaca Street  
Santee, CA 92071

**RECOMMENDATION:**

It is recommended that the Board of Education authorize the submittal of the General Waiver Request Renewal to the State Board of Education.

This recommendation supports the following District goals:

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

**FISCAL IMPACT:**

The development of the former Santee School Site provides revenues for the enhancement of the Santee Capital Improvement Program and depending on the economic market, the proceeds for the District could be approximately \$12 - \$14 million.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item F.2.1.
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Discussion and/or Action Item F.3.1. Approval of Agreement Between Intel-Assess and Santee School District

Prepared by Kristin Baranski  
October 18, 2011

### **BACKGROUND:**

Santee School District was invested in IDMS for three years in 2006-2009. This data management system produced a variety of student assessment reports and a test item bank for creating assessments. The test item bank in IDMS allowed District and site personnel to create new trimester benchmark assessments and provided teachers with numerous, standards aligned questions to create quizzes, tests, and common assessments at a grade level or content area.

Although the District decided not to renew IDMS in 2009 due to a high annual cost, Bonner Montler, Coordinator of Assessment, has been able to recreate State and District student assessment reports in addition to creating customized reports requested by site and District personnel. However, the District is unable to produce a standards-aligned test item bank for the creation of new District benchmark assessments and for teacher use in the classroom for daily, weekly, and monthly checks of student learning.

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

Pending Board approval, it is administrations intent to create new District benchmark assessments with grade level teachers in December and January for Trimester 2 administration in March 2012.

### **RECOMMENDATION:**

Administration recommends approval of the attached Intel-Assess agreement for the 2011-2012 school year.

This recommendation supports the following District goals:

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

**FISCAL IMPACT:**

Intel-Assess charges school districts \$3.00 per child annually for the item bank. This year's agreement, a total cost of \$15,000, will be paid through multiple centralized categorical programs: Title I funding (\$5,550), EIA-LEP (\$2,000), Pupil Testing and Assessment (\$5,000), and Title II Professional Development (\$2,450).

**STUDENT ACHIEVEMENT:**

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

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item F.3.1.

## CONTENT LICENSE AND SERVICE AGREEMENT

This CONTENT LICENSE AGREEMENT (the “Agreement”), is entered into as of **October 1, 2011** (the “Effective Date”) between **Intel-Assess, Inc.** with its principal place of business at **1032 Irving Street, #445, San Francisco, CA 94122-2200**, (the “Company”), and **Santee School District**. (“Licensee”), with its principal place of business at **9625 Cuyamaca Street, Santee, CA 92071**. The Company and Licensee shall be collectively referred to herein as the “Parties,” or each may be referred to individually as a “Party.”

### RECITALS

WHEREAS, the Company is a provider of assessment content and related tools; and,

WHEREAS, the Parties desire to enter into a contractual relationship providing for the access and use of content of the Company to Licensee, all under the general terms provided for in this Agreement, subject to more specific terms and conditions in one or more Schedules which shall be attached to this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the above premises and the mutual covenants and promises of the Parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

#### 1. Definitions.

a. “**Applicable Schedule**” means the Schedule attached to this Agreement containing the individualized terms and conditions applicable to specified Content.

b. “**Permissible Uses**” means the use for the Content permitted under this Agreement as set forth on the Applicable Schedule.

c. “**Content**” means the information described in the Applicable Schedule attached hereto.

d. “**Items**” means all assessment test questions of any kind developed by the Company.

e. “**Formative Item Bank**” means the set of assessment Items that are provided to the Company’s customers for their use in assessment development or to be used by the Company to develop assessments for the Company’s customers. These are Items are distinct from the Items included in the Quick Check assessments.

f. “**Quick Checks**” means any or all of a series of assessments developed by the Company and marketed under the name of “Quick Checks.” The Items on the Quick Checks will not appear in the Formative Item Bank and will be licensed separately from the Formative Item Bank.

2. **The Company’s Obligations.** In exchange for payment of the applicable Fee (as defined in Section 6), the Company shall provide to Licensee the Content described in the Applicable Schedules.

3. **Limited Use License; Ownership.** Any Content provided under an Applicable Schedule shall be subject to the following:

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

**b. Restrictions.** Licensee shall not, except as expressly provided otherwise herein: (i) transfer all or any part of the Content to any person or entity without the prior written consent of the Company in each instance; (ii) create a derivative work from the Content or any part thereof; (iii) sublicense, assign, delegate or otherwise transfer this Agreement, the License, the Content or any of the related rights or obligations for any reason without the prior written consent of the Company, in each such instance, unless as otherwise permitted by Section 12(b) herein; or (iv) otherwise use the Content for any use other than as expressly set forth herein. In the event that the Company becomes aware that Licensee has breached any of the foregoing restrictions, this Agreement shall automatically and immediately terminate unless Licensee has cured such breach within thirty (30) days of receipt of written notice by the Company of such breach.

**c. Ownership.** As between the Company and Licensee, the Company shall retain all right, title and interest in and to all Content, including any reproductions or compilations thereof, and any updates to the Content (each as provided to Licensee hereunder), whether now existing or which may hereafter come into existence, including without limitation, copyright and other intellectual property and proprietary rights therein or appurtenant thereto, except as expressly provided herein. Any modifications, improvements or changes to the Content made by Licensee shall immediately become the property of the Company and Licensee will sign any documents requested by the Company in order to document the transfer of any such modifications to the Company.

**4. Delivery of Content.** The Company shall provide Licensee with the Content in accordance with the delivery schedule, format and other specifications (the “Delivery Specifications”) set forth in the Applicable Schedule attached hereto.

**5. Licensee Obligations.**

**a. Display of Content; Modifications.** Except as otherwise stated on the Applicable Schedule: (i) Licensee will not modify, translate, and/or edit the Content in any manner that (a) distorts or changes the meaning of the content, (b) causes otherwise non-defamatory, non-infringing content to defame or infringe the intellectual property rights of any person, or (c) otherwise violate any person’s personal proprietary or personal rights; and (ii) Licensee may not edit, alter or translate the form or substance of the Content in any manner without the prior written approval of the Company, except that Licensee may make minor non-substantive formatting changes to the Content.

**b. Removal of Content.** Subject to the Applicable Schedule, if the Company requests that any portion of the Content be deleted, replaced or made inaccessible because such Content contains material errors, is or could be subject to a third party claim or for any other similar reason, then Licensee shall immediately (or as soon thereafter as reasonably practicable taking into account the exigency of the circumstances) cease using such deleted Content from all Permissible Uses. In the event that any Content contains material errors, the Company shall use reasonable efforts to correct such errors within five (5) business days of notice or discovery of such errors.

**c. Security Measures.** Licensee shall take all reasonable steps and precautions, and implement all reasonable procedures, that are necessary to prevent or restrict the unauthorized use, downloading, transmission, display, copying or other dissemination of the Content in a manner inconsistent with the permitted rights and uses in the Content expressly granted under this Agreement. Licensee shall be responsible to the Company for any unauthorized use of or access to the Content by its employees or agents.

**d. Additional Obligations.** Licensee and the Company shall comply with any additional obligations specified in the Applicable Schedule.

**6. Fees.**

**a. Pricing for Content.** Licensee agrees to pay the Company the amounts and at the times set forth in the Applicable Schedule hereto (the "Fees").

**b. Taxes; Collection Costs.** The Parties acknowledge that the Fees have been established under the assumption that no federal, state, local or foreign taxes, duties, tariffs, levies or similar assessments (collectively, "Taxes") are due on the licensing of the Content under this Agreement. In the event such Taxes should become due, the Fee shall be increased by the amount of such Tax, *provided* that all Taxes shall be separately itemized on the applicable invoice, indicating the Tax and the charges against which such Tax was calculated. In no event will Licensee pay any Taxes in respect of the Company's net income, gross revenue, franchise, corporate excise or privilege, personal, or property. If Licensee fails to pay any amounts due under this Agreement, including Fees and Taxes, Licensee will pay all expenses incurred by the Company, including reasonable attorneys' fees, to collect such amounts.

**c. Audit Rights and Licensee's Obligation to Pay Fees.** Licensee agrees to keep accurate books and records at its principal place of business regarding its uses of the Content and its calculation of the Fees. Up to one time during each calendar year the Company shall be entitled to have a Certified Public Accountant, or other person acceptable to the Company in the Company's unfettered discretion, inspect, copy and audit, at the Company's expense, upon thirty (30) days' written notice and during ordinary business hours, such of Licensee's books and records as are reasonably necessary to verify such uses and calculations. If Licensee disputes the result of the Company's audit, Licensee shall pay the Company any undisputed underpayment of Fees within twenty (20) days of the completed audit and notice of such undisputed underpayment. If Licensee fails to do so, the Company may terminate this Agreement upon 15 days notice. In the event that Licensee underpaid any Fees by five percent (5%) or more within a six (6) month period, the expense of auditing Licensee's records shall be borne by Licensee, payable within thirty (30) days of the completed audit and notice of such obligation. Audit rights are subject to the confidentiality provisions of this Agreement. All information, documents, and copies obtained by the Company or any party conducting or participating in any audit hereunder on behalf of or in conjunction with the Company shall be treated as Confidential Information hereunder; provided, however, that such Confidential Information may be disclosed pursuant to any legal dispute resolution process between the Parties regarding such audit, whether in arbitration or in a court of law.

**7. Limited Warranties and Disclaimer of Warranties and Representations.** Licensee represents and warrants that it has the right, power, and authority to enter into and be bound by the terms of this Agreement and to perform its obligations under this Agreement without the approval or consent of any other party. The Company represents and warrants that (i) except as disclosed on the Applicable Schedule, it has the right, power, and authority to enter into and be bound by the terms of this Agreement and to perform its obligations under this Agreement without the approval or consent of any other party; and (ii) it has sufficient title, right and interest in and to the rights granted to Licensee hereunder to enter into and perform this Agreement and to enable Licensee to perform hereunder. The Company does not assume, and hereby disclaims, any liability to any party for any loss or damage caused by errors or omissions in the Content and/or Services, whether such errors or omissions result from negligence, accident or any other cause. OTHER THAN AS EXPRESSLY SPECIFIED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, CONDITION, PERFORMANCE, AVAILABILITY, FUNCTIONALITY AND/OR QUALITY. THE COMPANY MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION THAT ANY CONTENT

PROVIDED TO LICENSEE WILL BE FREE FROM ERRORS OR THAT ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE OR MAKE ANY OTHER REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OR OTHERWISE. ALL CONTENT PROVIDED HEREIN BY OR ON BEHALF OF THE COMPANY IS PROVIDED ON AN "AS IS" BASIS.

## 8. Indemnification.

**a. The Company's Indemnification.** The Company shall indemnify, defend and hold harmless Licensee, its parents, affiliates and subsidiaries, and its and their officers, directors, shareholders, general partners, limited partners, employees and agents (the "Licensee Parties") from and against any losses, settlements, claims, actions, suits, proceedings, judgments, awards, liabilities, demands, costs and expenses (including reasonable attorneys' fees), brought by any third parties against the Licensee Parties which allege, arise out of, relate to or result from: (a) a claim that the Content as originally delivered to Licensee or as modified by the Company and used by Licensee solely as permitted by this Agreement, infringes, misappropriates, or violates any copyright, trademark, patent right or other intellectual property right of any third party; (b) the Content being deemed obscene; or (c) the Company's breach of its representations and warranties hereunder.

**b. Licensee Indemnification.** Licensee shall indemnify, defend and hold harmless the Company, its parents, affiliates and subsidiaries, and its and their officers, directors, shareholders, employees and agents ("the Company Parties"), from and against any losses, settlements, claims, actions, suits, proceedings, judgments, awards, liabilities, costs and expenses (including reasonable attorneys' fees) brought by any third parties against the Company Parties which arise out of or as a result of: (a) any use by Licensee of the Content hereunder in violation of this Agreement; (b) and breach by Licensee of its representations and warranties hereunder; (c) to the extent permitted under this Agreement or any Applicable Schedule, any translations to languages other than English of the Content by Licensee to the extent such losses are attributable to the actual translation; or (d) any damage caused by any improper action of Licensee, including but not limited to the inclusion of errors or incorrect data in the Content or any modified Content.

**c. Indemnification Procedure.** Each Party's indemnification obligations hereunder shall be subject to: (i) the indemnified party's prompt notification to the indemnifying party with respect to the pertinent third party claims, although failure to provide such notification shall not excuse the indemnifying party's obligations hereunder except to the extent of any material prejudice as a direct result of such failure; (ii) the indemnifying party's sole control of the settlement or defense of the pertinent third party claims, although the indemnifying party shall not, without the prior written approval of the indemnified party, settle or dispose of any claims in a manner that materially adversely affects the indemnified party's rights or interests without the indemnified party's prior written consent; and (iii) the indemnified party's provision of reasonable assistance to the indemnifying party, at the indemnifying party's expense, in defending the claim. The indemnified party shall have the right to participate at its own expense in the defense of an indemnified claim.

**d. Limitation on Indemnity.** The indemnity set forth in Section 8(a) above will not extend to any third-party infringement claims resulting, in whole or in part, from (i) any modification of the Content by Licensee or persons acting under the control or direction of Licensee, to the extent that such modification alone gives rise to the infringement claims, (ii) the use of all or any portion of the Content in combination with any other software, hardware or server, if such infringement would have been avoided without the use of such software, hardware or server, (iii) the use of the Content by Licensee or persons acting under its control in any manner or application for which the same were not designed to be used, or (iii) the use of the Content by Licensee to make unsolicited communications (including, without limitation, communications via e-mail, faxes, or telephone) to third parties.

**9. Confidential Information.** Each Party understands and agrees that in the performance of this Agreement it may have access to private or confidential, non-public information of the other Party, or the other Party's parent company, subsidiaries and affiliates, and its and their customers and suppliers, including but not limited to, trade secrets, marketing and business plans, customer information and technical specifications and information (the "Confidential Information"). Each Party agrees that: (1) all Confidential Information shall remain the exclusive property of the owner thereof; and (2) it shall maintain, and shall cause its employees, subcontractors and other agents to maintain, the confidentiality and secrecy of the other Party's Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it (i) is or becomes a part of the public domain through no act or omission of the receiving party, (ii) is rightfully in the receiving party's possession, without obligation of confidentiality with respect thereto, prior to the disclosing party's disclosure, (iii) is lawfully disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto, (iv) is independently developed by or on behalf of the receiving party, (v) is released from confidential treatment by written consent of the disclosing party thereof; or (vi) is required to be disclosed by applicable law or by request from a governmental agency, provided that the receiving party gives the disclosing party prior written notice of such disclosure such that the disclosing party can obtain an appropriate protective order or similar remedy if it so desires. Without limiting the foregoing, the following shall be considered Confidential Information: (a) the terms of this Agreement, including without limitation the Fees except as required by applicable law or by request from a governmental agency; (b) programs and computer code used in the formatting and transmission of Content between the Parties; and (c) the Content. The provisions of this Section 9 shall survive any expiration or termination of this Agreement for a period of three years after such expiration or termination.

**10. Limitation of Damages.**

a. EXCEPT AS SET FORTH BELOW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL THEORY FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM LOSS OF BUSINESS, ANTICIPATED PROFITS OR REVENUE. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING FROM OR UNDER THIS AGREEMENT EXCEED THE GREATER OF THE TOTAL AMOUNT PAID BY LICENSEE TO THE COMPANY UNDER THE APPLICABLE SCHEDULE IN A ONE-YEAR PERIOD OR \$100,000, PROVIDED THAT THE LIMITATIONS OF LIABILITY IN THIS PARAGRAPH SHALL NOT APPLY TO (A) EACH PARTY'S CONFIDENTIAL INFORMATION OBLIGATIONS UNDER SECTION 9, (B) CLAIMS FOR WHICH EITHER PARTY HAS AGREED TO INDEMNIFY THE OTHER PARTY PURSUANT TO THIS AGREEMENT, OR (C) TO DAMAGES CAUSED BY THE GROSS NEGLIGENCE, BAD FAITH, OR WILLFUL MISCONDUCT OF A PARTY OR ITS PERSONNEL.

b. The foregoing is subject to any additional limitations contained in the Applicable Schedule.

**11. Term; Termination.**

a. **Term.** The term of this Agreement shall run concurrently with the term(s) as set forth on the Applicable Schedule.

b. **Termination by Either Party.** In addition to any rights set forth in this Agreement, either Party may terminate this Agreement immediately if the other Party: (i) is in material breach of this Agreement and fails to cure such breach within thirty (30) days after being notified, in writing, of such

breach (except with respect to Licensee's failure to pay applicable Fees, in which case Licensee shall have twenty (20) days after being notified in writing of such breach to cure); (ii) files a petition in bankruptcy, or has such a petition filed against it; or (iii) makes an assignment for the benefit of creditors, or if a receiver, trustee, custodian or similar agent is appointed or takes possession of its assets. Licensee may terminate this Agreement upon three months written notice to the Company.

**c. Effect of Expiration or Termination.** Upon the expiration or earlier termination of this Agreement for any reason, each Party shall return all documents, notes and other tangible and intangible embodiments of the other Party's Confidential Information.

**d. Survival of Payment Obligations.** Termination or expiration of this Agreement shall not affect the obligation of either Party to pay all amounts owing or to become owing pursuant to this Agreement, subject to any applicable refund.

## **12. Miscellaneous.**

**a. Notices.** All notices hereunder shall be in writing and shall be sent by certified mail, return receipt requested, or by overnight courier service, to the address set forth below each Party's signature, or to such other addresses as may be stipulated in writing by the Parties pursuant hereto. Unless otherwise provided, notice shall be effective on the date it is officially recorded as delivered by return receipt or equivalent.

**b. Assignment.** Neither Party shall assign this Agreement in whole or part without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that either Party may assign this Agreement in its entirety or an individual schedule without any consent of the other Party in connection with a merger, reorganization or sale of all or substantially all of the assets or business to which this Agreement or individual schedule relates.

**c. Force Majeure.** If either Party is prevented from performing any of its duties and obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason of any act of God, strike, labor dispute, flood, public disaster, war, acts of terrorism, equipment or technical malfunctions or failures (including without limitation telecommunication failures, systemic Internet failures and/or any interruptions in services of Internet Service Providers), power failures or interruptions, or any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such conditions exists.

**d. Relationship of the Parties.** Notwithstanding anything to the contrary, this Agreement does not, and shall not be deemed to, constitute a partnership or joint venture between the Parties and neither Party nor any of their respective directors, officers, employees or agents shall, by virtue of the performance of their obligations under this Agreement, be deemed to be an agent or employee of the other.

**e. No Waiver.** The waiver of any breach or failure of a term or condition of this Agreement by any Party shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other breach or failure of a term or condition of this Agreement.

**f. Survival of Certain Provisions.** Notwithstanding the termination or expiration of this Agreement, the provisions of Sections 1, 3(c), 6, 7, 8, 9 (as provided in the last sentence of such Section), 10, 11(c), 11(d) and 12 shall survive and continue and shall bind the Parties and their legal representatives, successors and permitted assigns.



Intel-Assess, Inc.

**g. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California applicable to contracts made and performed in California without regard to conflict of laws principles which would result in the application of the laws of any other jurisdiction. The Parties hereto submit to the exclusive jurisdiction of the state and federal courts located in the State of California, for the purpose of resolving any dispute relating to the subject matter of this Agreement or the relationship between the Parties pursuant to this Agreement.

**h. Announcements.** The Company shall be permitted to identify and use Licensee's name and logo in marketing materials, including but not limited to the Company's website and written materials.

**i. Entire Agreement and Precedence.** This Agreement, together with the attached Schedules which are incorporated by reference, constitutes the complete agreement between the Parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement and such Schedules. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each Party. No other act, document, usage or custom shall be deemed to amend or modify this Agreement. In the event of conflict among the terms and conditions of the document of this Agreement and the exhibits or Addenda thereto, the exhibits or Addenda shall control.


**j. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. All signed fax copies of the Agreement shall be deemed as valid as originals.

**[Signatures appear on following page.]**

WHEREFORE, for the purpose of being bound, the Parties execute this Agreement by their duly authorized representatives as of the date set forth above.

**INTEL-ASSESS, INC.**

**Santee School District**

By: 

By: \_\_\_\_\_

Date: September 28, 2011

Date: \_\_\_\_\_

Name: Jaime Goldfarb, Ph.D.

Name: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

**Santee School District Billing Information**

**Purchase Order #:** \_\_\_\_\_

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Billing Address 1 \_\_\_\_\_

Billing Address 2 \_\_\_\_\_

Billing City, State, Zip \_\_\_\_\_

**Instructions:**

1. Sign and date this page
2. Provide PO # and accounting information
3. Keep copy of the entire contract for your files
4. Fax PO & entire contract to: 925.263.1689
5. Mail entire original contract to address below:

**District Notice Address:**

**9625 Cuyamaca Street  
Santee, CA 92071**

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

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For internal use only:  
TM:20111001-20120930; CLE(F):5000(0); GA:2-8; QCML:XX; QCME(F):0(0); CI:25; CP:0; IE:25; FR:0; UA:20;  
AC(F):0(0); AU(F):0(0); PR:0;

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**SCHEDULE: Fee Summary and Order Form – October 1, 2011 – Santee School District**

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

**Term Fees**

<b>Item</b>	<b>Description</b>	<b>Price</b>
<b>Assessment Content License</b>	Per student fee: \$3.00      Number of Students: 5,000 Grades Assessed: 2-8      Term: October 1, 2011 to September 30, 2012	\$15,000.00
<b>Assessment Publishing Content Customizations &amp; Modifications*</b>	Licensee's staff may create and publish any number of assessments using the online system. Custom Items: 25 Item Modifications: 25 (see details below)	Included Included
<b>Assessment Blueprint Creation</b>	Intel-Assess works with you to create an effective assessment program. In support, Intel-Assess provides access to its "Assessment Blueprint" tool, which helps you to: <ul style="list-style-type: none"> <li>• Determine item counts by standard;</li> <li>• Review individual assessments and your entire assessment program to ensure your educational goals will be met; and</li> <li>• Compare your assessment program to the State's blueprint.</li> </ul>	Included
<b>Implementation</b>	Intel-Assess provides one online implementation session to help you: <ul style="list-style-type: none"> <li>• Define your assessment model to meet your educational goals;</li> <li>• Define the details of the assessment model; and</li> <li>• Review best practices in implementing an assessment program.</li> </ul>	Included
<b>Training</b>	2 online training sessions to enable key district staff (10 maximum) to make effective use of Intel-Assess' assessment blueprint and assessment creation tools to empower district staff to manage the Intel-Assess implementation.	Included
<b>Support</b>	Access to on-line support.	Included
<b>Writing Prompts</b>	Writing prompts with scoring rubrics varied by genre and purpose for grades 2-8	Included
<b>CST Mirror Assessments*</b>	Access to any available CST Mirror Assessment that applies to the licensed grades.	Included
<b>User Management*</b>	The Licensee will be responsible for its own user management	
<b>Total:</b>		<b>\$15,000.00</b>

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

**Notes:**

- Assessment Publishing: There is no limit on the number of assessments Licensee may create.
- Rationale Document: Each assessment includes a Rationale.
- Additional on-site days can purchased at a rate of \$1500 per session.
- Additional Services – The Company will provide additional services for additional Fees to be mutually agreed upon.

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

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

## **SCHEDULE: Content License – October 1, 2011 – Santee School District**

### **Term**

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

The License Term is from **October 1, 2011** through **September 30, 2012**, unless it is extended in writing and signed by both parties.

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

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

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

### **Description of Content for Platform Customers**

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

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

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

### **Support**

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

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

### **Content Updates**

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

### **Maximum Number of User Accounts**

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

### **Permissible Uses**

The Content is licensed for the purpose of administering assessments to students in Licensee's school district with the limitations outlined herein. Licensee may not resell or otherwise share the Content with any other organization. **The Licensee may only use the Content with students included in the grades and up to the student counts indicated in the Schedule: Fee Summary and Order Form - October 1, 2011 (Santee School District).**

## **SCHEDULE: Content Customization and Modification Support – October 1, 2011 – Santee School District**

### **Support for New Custom Content**

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

### **Support for Modifications**

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

### **No Changes to Passages**

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

### **Quick Check Modifications**

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

## **Definitions**

### ***Item Modifications***

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

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

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

The following are examples of allowed Item Modifications:

1. Changing "1000" to "1,000";
2. Changing "Oxygen" to "O<sub>2</sub>";
3. Simplifying the wording of an item without changing its meaning; or
4. Replacement of one incorrect answer with a different incorrect answer.

### ***New Custom Items***

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

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

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

### ***New Custom Passages***

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

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

### **Item Quality Standards**

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

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

### **Ownership**

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

### **The Company Has Sole Discretion**

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

### **Honored Requests are not Precedent**

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

**SCHEDULE: CST Mirror Assessments – October 1, 2011 – Santee School District**

The following CST Mirrors are currently available:

**ELA**

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

**Science**

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

**Math**

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

**History/Social Studies**

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



BOARD POLICIES AND BYLAWS Item G.

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

Agenda Item G.

Board Policies and Bylaws Item G.1.  
Prepared by Karl Christensen  
October 18, 2011

First Reading: Revised BP 4112.42; 4212.42;  
4312.42; "Drug and Alcohol Testing for School  
Bus Drivers"

**BACKGROUND:**

Board Policy 4112.42; 4212.42; 4312.42 pertains to the drug and alcohol testing of school bus drivers. This Board Policy was adopted by the Board of Education on May 5, 2009. The legal reference in paragraph 2 is incorrect. Administration requests that the appropriate legal references be inserted into the text of the policy to align with the list of legal references on the second page of BP 4112.42; 4212.42; 4312.42.

Administration is also working on an administrative regulation to more clearly define requirements and timelines for Bus Driver drug testing.

**RECOMMENDATION:**

It is recommended that the Board of Education review the revised Board Policy 4112.42; 4212.42; 4312.42, "Drug and Alcohol Testing for School Bus Drivers" in a first reading.

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.

**STUDENT ACHIEVEMENT IMPACT:**

This is a safety item.

Motion:		Second:		Vote:		Agenda Item G.1.
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**All Personnel**

BP 4112.42(a)

4212.42

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS**

4312.42

The Governing Board desires to ensure that district-provided transportation is safe for students, staff, and the public. To that end, the Superintendent or designee shall establish a drug and alcohol testing program for all district drivers and other employees who hold a commercial driver's license which is necessary to perform duties related to their employment with the district. This program shall be designed to fulfill the requirements of state and federal law.

The district's testing program shall include pre-employment drug testing and reasonable suspicion, random, post-accident, return-to-duty, and follow-up drug and alcohol testing of drivers. (~~49 USC 31306~~) (49 CFR 382.301, 382.303, 382.305, 383.307, 382.309, 382.311)

The Superintendent or designee shall contract for testing services and shall ensure that testing contractors and procedures are certified by the U.S. Department of Health and Human Services to conduct drug specimen analysis and to conform to the requirements of federal law.

No driver may operate a district vehicle when his/her blood alcohol content is found to be .01 percent or greater. A driver shall not consume alcohol while on duty or for four hours prior to on-duty time and up to eight hours following an accident or until he/she undergoes a post-accident test, whichever occurs first. A driver shall not report for duty or remain on duty that requires performing safety-sensitive functions when the driver uses a controlled substance, unless so instructed by a physician. (49 CFR 382.205, 382.207, 382.209; Vehicle Code 34520.3; 13 CCR 1213.1)

Any driver who tests positive for alcohol or drugs or who refuses to submit to a test shall be removed from safety-sensitive functions and may be subject to disciplinary action up to and including dismissal in accordance with law, administrative regulations, and the district's collective bargaining agreement.

The Superintendent or designee shall ensure that each driver receives an explanation of the federal regulations and the district's policy and procedure in accordance with law. In addition, each driver shall sign a statement certifying that he/she has received a copy of the above materials. Representatives of employee organizations shall be notified of the availability of this information. (49 CFR 382.601)

*Legal Reference: (see next page)*

BP 4112.42(b)  
4212.42  
4312.42

## **DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)**

*Legal Reference:*

EDUCATION CODE

35160 Authority of governing boards

VEHICLE CODE

34500-34520.5 Safety regulations

CODE OF REGULATIONS, TITLE 13

1200-1293 Motor carrier safety, especially:

1213.1 Placing drivers out-of-service

UNITED STATES CODE, TITLE 49

31306 Alcohol and controlled substances testing

41501-41507 Transportation Employee Testing Act

CODE OF FEDERAL REGULATIONS, TITLE 49

40.1-40.413 Part 40, Procedures for transportation workplace drug and alcohol testing programs

382.101-382.605 Controlled substance and alcohol use and testing; especially:

382.205 On-duty use

382.207 Pre-duty use

382.209 Use following an accident

*Management Resources:*

WEB SITES

California Highway Patrol: <http://www.chp.ca.gov>

U.S. Department of Transportation, Office of Drug and Alcohol Policy and Compliance:

<http://www.dot.gov/ost/dapc>

BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS Item H.

Agenda Item H.

CLOSED SESSION Item I.

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

*The Board will go into Closed Session to discuss:*

1. **Conference with Labor Negotiator** (Govt. Code § 54956.8)  
*Agency Negotiator: Karl Christensen, Assistant Superintendent*  
*Employee Organizations: Classified School Employee Association*
2. **Public Employee Discipline/Dismissal/Release** (Govt. Code § 54957)
3. **Conference with Real Property Negotiators** (Govt. Code § 54956.8)  
*Property Address: 10350 El Nopal, Santee, CA 92071*  
*Agency Negotiator: Karl Christensen, Asst. Superintendent, Business Services*

RECONVENE TO PUBLIC SESSION Item J.

ADJOURNMENT Item K.