



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

**The Board of Education will meet
in Closed Session at 6:00 p.m.**

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

**BOARD OF EDUCATION
REGULAR MEETING
AGENDA
October 21, 2014**

District Mission

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

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<i>During this time, citizens are invited to address the Board of Education about any item not on the agenda. Request-to-speak cards should be submitted in advance. The Board may not take action on any item presented. The Board has a policy limiting any speaker to five minutes. Meetings are recorded.</i>	
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<i>Items listed under Consent are considered to be routine and are acted on by the Board with a single motion. There is no discussion of these items prior to the Board vote unless a member of the Board, staff, or public requests specific items be considered separately. Request to speak cards should be submitted in advance.</i>	

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

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

Superintendent

- 1.1. **Approval of Minutes** 14
It is recommended that the Board of Education approve meeting minutes with any necessary modifications.

Business Services

- 2.1. **Approval/Ratification of Travel Requests** 23
It is recommended that the Board of Education ratify the authorization granted to personnel requesting out-of-district travel as listed in the item.
- 2.2. **Approval/Ratification of Expenditure Warrants** 25
It is recommended that the Board of Education approve and ratify the expenditure warrants for the month of September 2014.
- 2.3. **Approval/Ratification of Purchase Orders** 27
It is recommended that the Board of Education approve and ratify purchase orders for the month of September 2014 as presented in the item.
- 2.4. **Approval/Ratification of Revolving Cash Report** 36
It is recommended that the Board of Education approve/ratify revolving cash checks as listed.
- 2.5. **Acceptance of Donations** 38
It is recommended that the Board of Education accept donations listed in the item and authorize letters of appreciation to be sent on behalf of the Board.
- 2.6. **Approval of Consultants and General Service Providers** 39
It is recommended that the Board of Education approve agreements with Consultants and General Service Providers as presented.
- 2.7. **Approval of Agreement with George Mercer Associates, Inc. for Landscape Design Services for a Grass Field at Pepper Drive School** 41
It is recommended that the Board of Education approve an agreement for landscape design services for Pepper Drive's joint-use field with George Mercer Associates, Inc.

Educational Services

- 3.1. **Approval of Memorandum of Understanding between Santee School District's After School Education and Safety Program (ASES) and San Diego County Superintendent of Schools for Fiscal Year 2014-2015** 52
It is recommended that the Board of Education approve the Memorandum of Understanding between the Santee School District's ASES program and San Diego County Superintendent of Schools for fiscal year 2014-2015.
- 3.2. **Ratification of Amended Nonpublic School Master Contract with Asepline School for Nonpublic School Services** 70
It is recommended that the Board of Education ratify the Amended Nonpublic School Master Contract with Asepline School for Nonpublic School Services.

Human Resources/Pupil Services

- 4.1. **Personnel, Regular** 71
It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations, and dismissals.

4.2.	<u>Adoption of Resolutions Authorizing Teacher Services – Education Code Sections 44256(b), 44258.2, and 44263</u>	73
	It is recommended that the Board of Education adopt resolutions authorizing teacher services.	
4.3.	<u>Adoption of Proclamation Endorsing Drug Awareness Week, October 23 – 31, 2014</u>	75
	It is recommended that the Board of Education adopt the proclamation endorsing drug awareness week October 23 – 31, 2014.	
4.4.	<u>Approval of Short Term Positions</u>	77
	It is recommended that the Board of Education approve the short term positions.	
4.5.	<u>Approval to Increase Work Hours for Identified Classified Non-Management Position</u>	78
	It is recommended that the Board of Education approve the increase in work hours for the identified classified non-management position.	
E.	DISCUSSION AND/OR ACTION ITEMS	79
	<i>Members of the audience wishing to address the Board about any of the following items should submit a request to speak card in advance.</i>	
	Superintendent	
1.1.	<u>Superintendent’s Contract</u>	80
	It is recommended that the Board of Education approve the modifications to the Superintendent’s contract.	
	Business Services	
2.1.	<u>Agreement for Joint Use Partnership with Lakeside AYSO for Development and Use of Pepper Drive School Field</u>	87
	This is an information item. Action, if any, is at the discretion of the Board of Education.	
	Human Resource/Pupil Services	
3.1.	<u>School Calendar for 2015-16</u>	88
	It is recommended that the Board of Education discuss and indicate preferred options for the development of the 2015-16 school calendar. No action is requested at this time.	
F.	BOARD POLICIES AND BYLAWS	89
1.1.	<u>First Reading: Revised BP 1113 – District and School Websites</u>	90
	Revised Board Policy 1113 is presented to the Board for a first reading. The proposed revisions to AR 1113 and new Exhibit 1113 are also attached for Board information. The revised BP will return to the Board for a second reading and request for approval. No action is requested at this time.	
G.	BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS	96
H.	CLOSED SESSION	97
	<i>(continuance from Special Meeting, if needed)</i>	
1.	<u>Conference with Labor Negotiator</u> (Govt. Code § 54956.8)	
	<i>Purpose: Negotiations</i>	
	<i>Agency Negotiators: Tim Larson, Assistant Superintendent</i>	
	<i>Karl Christensen, Assistant Superintendent</i>	
	<i>Employee Organization: Santee Teachers Association (STA)</i>	

2. **Conference with Labor Negotiator** (Govt. Code § 54956.8)
Purpose: Negotiations
Agency Negotiators: Tim Larson, Assistant Superintendent
Karl Christensen, Assistant Superintendent
Employee Organization: Classified School Employees Association (CSEA)

3. **Conference with Legal Counsel – Anticipated Litigation** (Govt. Code § 54956.9)
- Two (2) cases
 - *Parcels 383-112-05 and 383-112-28 located on the north side of Prospect Avenue east of Marrokal Lane (known as the Renzulli Site)*
 - *10335 Mission Gorge Road, Santee 92071 (formerly known as Santee School Site)*

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

- | | | |
|----|-----------------------------|----|
| I. | RECONVENE TO PUBLIC SESSION | 97 |
| J. | ADJOURNMENT | 97 |

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

Members present:

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

ITEM A. OPENING PROCEDURES

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

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

3. Presentation of the Colors and Pledge of Allegiance

4. Approval of Agenda for the October 21, 2014 regular meeting

Agenda Item A.

Item B. REPORTS AND PRESENTATIONS

The following items are presented for Board information:

1. Superintendent's Report

 - 1.1. Developer Fees Collection Report
 - 1.2. Use of Facilities Report
 - 1.3. Enrollment Report
 - 1.4. Schedule of Upcoming Events
2. Live Well San Diego
3. Wellness Policy Update

Requests For Use Of Facilities - October 21, 2014						
Group	Location	Date	Days	Time	Attendance	Fees Applied
Cajon Park Soccer Shots Higher Ground (after school program)	Fields Classroom/Multi-Purpose	9/15/14 - 6/10/15 10/29/14 - 6/25/14	Mon & Wed Thursday	1:35 pm - 3:05 pm 2:15 pm - 3:45 pm	6 - 25 30 - 80	
Carlton Hills Girl Scouts	Classroom	10/6/14 - 6/8/15	Monday	5:45 pm - 8:00 pm	12 - 15	
Chet F. Harritt Girl Scouts PTA PTA (Fall Carnival)	Classroom Classroom Baseball Field	9/29/14 - 6/15/15 10/16/14 - 6/11/15 11/8/14	Monday Thursday Saturday	4:00 pm - 6:00 pm 6:00 pm - 8:00 pm 7:00 am - 4:00 pm	15 - 30 500	TBD
Hill Creek Rise City Church (Family Christmas Experience)	Multi-Purpose	12/5 & 12/6	Fri & Sat	3:00 pm - 8:00 pm	150 - 200	\$471.00
Pepper Drive Sonshine Club	Classroom	9/17/14 - 5/27/15	Wednesday	2:35 pm - 3:45 pm	25	
Rio Seco Magnolia Trails Service Unit (Girl Scouts) Girl Scouts Troop # 6102 (Movie Night)	Multi-Purpose Multi-Purpose	10/13/14 - 6/8/15 11/7/14	Monday Friday	5:45 pm - 8:30 pm 5:30 pm - 9:00 pm	50 50 - 70	
Sycamore Canyon PTA (Fall Carnival)	Multi-Purpose	10/25/14	Saturday	3:00 pm - 10:00 pm	200	TBD

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

Santee School District
 ENROLLMENT REPORT
 10/17/2014
 Month 3 Week 3
 School Week 8

SCHOOL	TK	EAK 5yo	REGULAR ED												SPECIAL ED								Total All									
			K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	10/17/14	10/25/13	# Diff	% Diff	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	10/17/14	10/25/13	# Diff	% Diff	10/17/14	10/10/14	# Diff	
Cajon Park			88	106	118	116	100	120	105	120	108	981	990	-9	-0.9%	4	4	3	5	14	5	6	3	7	51	60	-9	-15.0%	1032	1028	4	
Carlton Hills	25		76	58	49	48	44	45	40	83	66	534	475	59	12.4%	2	4	3	3	5	2	4	6	4	33	34	-1	-2.9%	567	565	2	
Carlton Oaks			73	62	87	71	97	87	100	95	96	768	805	-37	-4.6%	2	7	6	5	5	5	5	5	7	47	54	-7	-13.0%	815	816	-1	
Chet F. Harritt	24		82	60	59	60	71	48	65	41	48	558	546	12	2.2%	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	558	557	1
Hill Creek	24		81	74	80	75	86	76	89	90	68	743	708	35	4.9%	0	2	2	1	3	3	1	0	0	12	11	1	9.1%	755	749	6	
Pepper Drive	5		68	134	101	95	102	98	67	88	69	827	797	30	3.8%	0	0	0	0	0	0	1	5	0	6	9	-3	-33.3%	833	830	3	
Prospect Ave	24		65	69	82	62	53	58	51	53	47	564	561	3	0.5%	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	564	572	-8	
Rio Seco			89	112	108	120	83	102	105	98	114	931	941	-10	-1.1%	1	2	6	11	5	7	8	5	9	54	47	7	14.9%	985	986	-1	
Sycamore Canyon			48	53	46	55	51	37	40	0	0	330	326	4	1.2%	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	330	331	-1	
SUBTOTAL	102	0	670	728	730	702	687	671	662	668	616	6236	6149	87	1.4%	9	19	20	25	32	22	25	24	27	203	215	-12	-5.6%	6439	6,434	5	
Alternative School			3	1	7	2	4	7	4	2	4	34	39	-5	-12.8%																	
Santee Success												10	2	8	400.0%										0	1	-1	-100.0%	10	10	0	
NPS												0	0						1	1		2	3	7	2	5	250.0%	7	6	1		
SUBTOTAL			3	1	7	2	4	7	4	4	12	44	41	3	7.3%	0	0	0	1	0	1	0	2	3	7	3	4	133.3%	51	50	1	
TOTAL	102	0	673	729	737	704	691	678	666	672	628	6280	6,190	90	1.5%	9	19	20	26	32	23	25	26	30	210	218	-8	-3.7%	6490	6484	6	

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

	PK	EAK 4yo	Total All
Cajon Park	0	0	1032
Carlton Hills	0	0	567
Chet F Harritt	0	0	558
Hill Creek	0	0	755
Prospect Ave	0	0	564
Sycamore Canyon	40	0	370
Total PK/EAK	40	0	

Total Enrollment Including PK
6530

Schedule of Upcoming Events

Date	Event
November 3	Wellness Committee; 3:00 p.m., at Santee School District Library
November 4	Board meets with Principals; 6:00 p.m. Board Meeting; 7:00 p.m.
November 10	Professional Day – No School
November 11	Veterans' Day Holiday Schools and Departments Closed
November 13	District Advisory Committee (DAC); 6:00 p.m., at ERC
November 18	Student Forum with Board; 6:00 p.m. Board Meeting; 7:00 p.m.
November 24-28	Schools Closed for Thanksgiving Holiday District Offices closed November 26-28
December 3	District Facilities/Safety Committee; 3:30 p.m., at ERC
December 8-12	Parent/Teacher Conference Week Schools on Modified Days
December 13-14 December 14-16	California School Boards Association Delegate Assembly California School Boards Association Annual Education Conference
December 16	Board Meeting; 7:00 p.m. Board Organizational Meeting for 2015
December 18	Budget Advisory Committee; 6:00 p.m. at DO Conf. Room
Dec 22 – Jan 5	Schools and Departments Closed for Winter Break
January 5	Students Return from Winter Break
January 8	District Advisory Committee (DAC); 6:00 p.m., at ERC
January 12	Character Education Committee; 4:00 p.m., at DO Conf. Room
January 16	Professional Day – No School
January 22	Communication Committee; 3:30 p.m. at ERC

Reports and Presentations Item B.3. Wellness Policy Update
Prepared by Karl Christensen
October 21, 2014

BACKGROUND:

The District's Wellness Policy was first instituted in 2006 and continues to be revised as new regulations and guidelines are disseminated by the Federal and State Governments.

Cathy Abel, Director Child Nutrition, serves as the Chair of the District's Wellness Committee and oversees implementation of the District's Wellness Policy. She will be providing the Board an update on implementation progress, changes, and next steps. Since Physical Education is a key area of focus for the Wellness Committee this year, John Schweller, Coordinator Pupil Services and Student Well-Being, will also be presenting.

RECOMMENDATION:

This is an information item only.

Agenda Item B.3.

Item C. PUBLIC COMMUNICATION

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

Agenda Item C.

Item D. CONSENT ITEMS

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

Consent Item D.1.1. Approval of Minutes
Prepared by Cathy A. Pierce, Ed.D.
October 21, 2014

BACKGROUND:

Presented for Board approval –

- October 7, 2014, regular meeting minutes

RECOMMENDATION:

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

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

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

October 7, 2014
MINUTES

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

A. OPENING PROCEDURES

1. Call to Order and Welcome

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

Members present:

Ken Fox, President
Dustin Burns, Vice President
Barbara Ryan, Clerk
Elana Levens-Craig, Member (arrived at 9:22 p.m.)
Dianne El-Hajj, Member

Administration present:

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

2. President Fox invited the audience to recite the District Mission and then invited Linda Vail, Project Coordinator, to lead the members, staff, and audience in the Pledge of Allegiance.

3. Approval of Agenda

It was moved and seconded to approve the agenda. President Fox announced Member El-Hajj would be arriving late to the meeting.

Motion: *Ryan*

Second: *Burns*

Vote: *4-0*

<i>Fox</i>	<u><i>Aye</i></u>	<i>Levens-Craig</i>	<u><i>Aye</i></u>
<i>Burns</i>	<u><i>Aye</i></u>	<i>El-Hajj</i>	<u><i>Not Present</i></u>
<i>Ryan</i>	<u><i>Aye</i></u>		

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. Emergency Procedures and School Safety Manuals

Linda Vail, Project Coordinator, shared the District's focus has been on preparing school sites for emergencies by scheduling drills and providing emergency crash carts. However, the past few years have brought emergency situations such as fires and power outages, demonstrating the need for a District management plan that includes a pattern of organization and assigned responsibilities to respond in these types of circumstances to meet the needs and safety of students and staff during and after emergencies.

The District's Emergency Operations Plan was developed in response to this need and establishes an emergency management process to prepare for, respond to, and recover from both localized or District-wide emergencies and/or disasters. Once finalized, designated employees with an assigned District-level emergency responsibility will receive a copy. Members of the Professional Leadership Team will have a copy to reference. The plan will also be downloaded to administrators' iPads as an iBook for quick

access. Ms. Vail shared a copy of the District-level organizational structure which referenced the structure taps into the areas of expertise of the District office administrative staff.

Mrs. Vail explained the District's Emergency Operations Plan encompasses the information and procedures Administration will need to access quickly during an emergency situation. This information includes: Communication Strategies; Operations Procedures; Emergency Operations Planning; Logistics; Finance Administration; and Information Technology. The Emergency Plan will be reviewed annually by the District Facilities and Safety Committee.

The District plan also compliments the school Emergency Redbooks which were originally developed in 2008-09 for schools in East County through a Readiness and Emergency Management Grant. Although the Redbooks are updated at each site annually, they are being reviewed and revised to offer a less complex reference and to bring current processes and procedures that have evolved as emergency organizations and law enforcement learn more about responding to emergencies.

On October 16, at 10:16 p.m., all District schools and departments will participate in the Great California Shakeout. This will be a duck, cover, and hold drill, and when "safe", classes will complete a full evacuation drill.

On October 2, District personnel met with representatives from the Santee Sheriff's Department and shared the suggested implementations from the meeting in February 2013. An extensive discussion about safety in the event of an armed intruder was held. Law enforcement personnel shared a few new recommendations that have come out of more recent tragedies.

Mrs. Vail shared the District's next steps are to complete and publish the District Emergency Operations Plan and update Administration and staff Redbooks for schools.

Member Levens-Craig inquired on law enforcements' involvement in prior years. Superintendent Pierce shared law enforcement officers went to each school to evaluate the lockdown procedures. Member Burns mentioned in prior situations, teachers are asked to check their voicemail as a form of communication. However, because everyone is trying to access the system at once, there has been instances where the system is not accessible. He asked Administration to look into other ways of communication in case the phone system not available.

The Board of Education expressed their gratitude towards Mrs. Vail for her work on District's Emergency Procedures and School Safety Manuals.

C. PUBLIC COMMUNICATION

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

D. CONSENT ITEMS

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

- 1.1. **Approval of Minutes**
- 2.1. **Approval/Ratification of Travel Requests**
- 2.2. **Approval/Ratification of Revolving Cash Report**
- 2.3. **Acceptance of Donations**
- 2.4. **Approval of Consultants and General Service Providers**
- 2.5. **Approval/Ratification of Expenditure Transactions Charged to District Issued Purchasing Cards (P-Cards)**
- 2.6. **Adoption of Proclamation for National School Lunch Week**
- 2.7. **Approval of Uniform Complaint Quarterly Report Required by the Williams Settlement**
- 2.8. **Approval of Compensation Agreement with City of El Cajon for Retention of Property Previously Owned by El Cajon Redevelopment Agency**

- 3.1. Approval of Additional Services with Webb-Cleff Architecture for Pepper Drive School Admin/LRC Building Project
- 3.2. Adoption of Resolution No. 1415-10 to Authorize Piggyback on Palo Verde Unified School District Bid #B-111202 for Flooring
- 4.1. Ratification of Amended Nonpublic Agency Master Contract with Maxim Healthcare for Nursing Services
- 4.2. Approval of Amended Nonpublic Agency Master Contract with Vista Hill d/b/a Learning Assistance Center and GPS Services for Educationally Related Mental Health Services (ERMHS)
- 5.1. Personnel, Regular
- 5.2. Approval of Santee Collaborative Reinvestment Plan for the Use of LEA Medi-Cal Funds
- 5.3. Approval of Agreements for COBRA and Custom Billing Administrative Services
- 5.4. Approval to Renew Annual Service Level Agreement (SLA) and Rate Increase with San Diego Fire-Rescue Department Automatic External Defibrillation (AED) / Public Access Defibrillation (PAD) Program
- 5.5. Approval of Short Term Positions

It was moved and seconded to approve Consent Items. Member Ryan expressed her gratitude towards Meredith Riffel, Family Services Collaborative Coordinator, for her work on the Santee Collaborative. Mrs. Ryan thanked the Board for their commitment as a District to support the Santee Collaborative.

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

E. DISCUSSION AND/OR ACTION ITEMS

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

Superintendent

1.1. Approval of Appointments to Board Advisory Committees

Superintendent Pierce shared the recommended appointments to serve on the Board Advisory Committees. Member Levens-Craig moved approval.

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

Business Services

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

Karl Christensen, Assistant Superintendent of Business Services, mentioned that at the last Board meeting Administration presented information regarding the possibility of moving forward with constructing a joint-use field at Pepper Drive to replace the one removed for the construction of the 10-classroom addition. He reminded the Board, Supervisor Dianne Jacob had verbally committed \$200,000 towards this project which is estimated to cost \$425,000, including the water well. He explained the District's next step was to draft a joint-use agreement with Lakeside AYSO.

Mr. Christensen mentioned the District worked with Jim Schilling, President of the Lakeside AYSO, on a draft joint-use agreement. Mr. Schilling was in attendance at the meeting. Mr. Christensen walked the Board through the draft and explained certain provisions to give them a feel for the business relationship the District is contemplating. Mr. Christensen asked direction from the Board and mentioned the agreement would be brought back to the October 21 meeting for action.

Member Levens-Craig inquired on allowing pets on the fields. President Fox mentioned pets are not allowed on school grounds. Mr. Christensen mentioned he would include language addressing pets on the agreement.

President Fox inquired if the field would be used for practice or games and the length of the season. Mr. Schilling shared the composition of the Lakeside AYSO and mentioned the field would be used for practice and games. He estimated approximately 30–40 children between 4:30–7:00 p.m. would be practicing on the field. He explained the fall season runs from August through mid-November and the spring season runs from March through May. Mr. Christensen reiterated the item would be brought back for action at the next meeting.

2.2. Scheduling Process for Joint Use Fields

Mr. Burns explained he had requested this item be placed on the agenda for discussion. Since the last meeting, he had received clarification from President Fox on the process for scheduling the joint use fields and additional discussion was not required. Member Burns asked that the Board receive annual copies of the joint-use field schedules.

Member Ryan inquired on why the use of the Pepper Drive field was not being scheduled by the Sports Council. It was clarified Pepper Drive is outside of the City of Santee boundaries and located in the City of El Cajon. Mr. Christensen mentioned he would inquire with the Sports Council on the possibility of scheduling the use of the field at Pepper Drive and bring the information to an upcoming meeting.

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

Mr. Christensen made reference to copies of letters between the District and the City of Santee regarding the City buildings on District property. He showed the location of the buildings on Google maps.

Member Burns asked that the Board have an opportunity of reviewing contracts and Memorandum of Understanding on an annual basis. He asked Administration to look at a fee structure for allowing the buildings on District property and suggested using the same fee structure used with District programs. Member Levens-Craig suggested inquiring with other districts in similar situations. Member Burns mentioned this was not a priority and asked Mr. Christensen to bring back the information to a subsequent meeting for discussion.

2.4. Storm Water Management Plan Update

Mr. Christensen mentioned the District adopted a Storm Water Management Plan in 2006. Each year, more stringent requirements are added for public agencies to ensure that only rain water enters storm drains. The District's Storm Water Management Plan is overseen by both Debbie Griffin, Director of Transportation, and Christina Becker, Director of Maintenance and Operation, since storm water requirements extend to both of their areas.

Mrs. Becker mentioned the District belongs to a consortium of school districts through the Facilities JPA (FACJPA) at the County Office of Education. She explained the FACJPA provides guidance, compliance assistance and coordinated/consolidated efforts to the districts. She clarified the storm water requirements are separated into two broad categories, municipal and industrial. Mrs. Becker explained municipal pertains to general District-wide operations and industrial pertains to maintenance areas and bus yard.

Mrs. Becker spoke about future goals for municipal water management. She explained the District is doing a great job with program management (i.e., cleaning the drains, looking at inlets, etc.). The District is trying to do additional educational outreach. Mrs. Becker expressed the need for additional public involvement and participation and avoiding illicit discharge elimination. She mentioned a lot of people do not understand that what is thrown down the drain goes directly to the San Diego River. Mrs. Becker mentioned meeting with City personnel and one of the things that was brought to her attention was custodians should be placing a mat over the drain, hosing off the lunch area and using their shopvac to remove the excess water from the floor and pouring it down the sewer. She mentioned Encinitas School District incorporated storm water management into their 6th grade curriculum and she hopes to incorporate something similar in the District. Mrs. Becker explained new permit discharge restrictions include fire sprinkler flushing, irrigation runoff, and air conditioning condensate. Piles of dirt are required to be covered and all trash cans are required to have lids.

Mrs. Griffin provided an overview of the industrial storm water management plan. She explained current procedures are in place until July 1, 2015. The District is currently reviewing the facility layout and storage; and making sure best management practices are in place.

Under current regulations, school districts are only required to do storm water management sampling once every three years. After July 1, all districts will be required to do monthly visual observations. This entails looking at all outdoor industrial equipment and storage areas, outdoor industrial areas, best management practices, and all other potential sources of industrial pollutants to make sure nothing is entering the storm drain system during dry weather. She explained Districts are required to ensure only rain water enters the storm drain. If visual pollutants (floating/suspended materials, oil/grease, discolorations, turbidity, odors, and/or trash/debris) are present, districts are required to find and abate the source.

Mrs. Griffin explained all Districts will be required to do a sampling twice every year. The first sample will be required between from July – December. A second sample will be required between January – June. Parameters have changed that require a sampling with six hours of a qualified storm event.

By December 31, the District must post the Storm Water Management Plan on the website; document existing public education and involvement; and prepare storm drain system maps. Annually, the District must conduct training with staff; maintain drainage inlet labels to ensure they are legible; ensure storm drain inlets are free of debris, trash, and sediment prior to rain events; and submit site drainage maps and other information to FACJPA for documentation.

The Board of Education expressed their gratitude towards Mrs. Becker and Mrs. Griffith for their presentation.

2.5. Approval of Monthly Financial Report

Mr. Christensen explained the monthly financial report includes cash and budget revision activity through the month of August. He explained the District ended the month with a general fund cash balance of approximately \$8.2 million. The budget revision amounts are the same as that reported when the books were closed and presented the Unaudited Actuals for 2013-14. Mr. Christensen explained the District is still estimating a \$2.5 million deficit in the Unrestricted General Fund and an approximate \$1 million deficit in the Restricted General Fund based on assumptions included through August. Under these assumptions, the District is projecting continuing deficits in 2015-16 and 2016-17 that will spend down reserves to less than 6% in the third year assuming modest State revenue growth. Ms. Levens-Craig moved approval.

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

Educational Services

3.1. Leading the Learning in the 21st Century: Achieve 3000

Eileen Moreno, Director of Curriculum and Assessment, presented information on Achieve 3000. Ms. Moreno explained the lexile reading levels are the foundation of Achieve3000. This is a scientific approach used to measure the levels of text to match readers to text appropriately. The common core standards refer to the Lexile measures as the key indicators of text complexity and they provide recommended lexile bands for reading comprehension development by grade levels to ensure students are on track for college and career text demands.

Achieve3000 allows the District to continue in the journey of personalized learning. Achieve3000 takes real life articles and it lexiles them into 12 levels. This means all students can be reading the same topic at their appropriate reading level. All the students are building the background knowledge and allowing the teacher to do more instruction knowing the students have accessed this information at their own level. Member Levens-Craig asked if the articles are current. Ms. Moreno explained the articles are current articles from the Associated Press.

Achieve3000 supports English learners, struggling readers, and advanced learners. Samples of support include audio support and assistance with vocabulary. Member Burns asked how often students are assessed on their lexile levels. Ms. Moreno explained Achieve3000 looks at the performance of students (assuming they completed at least 4 activities) on a monthly basis and adjusts the student's lexile level as appropriate so that the articles being sent to students are automatically adjusted to their level.

Ms. Moreno explained Achieve3000 looks at student progress monthly and adjusts the lessons to the students' lexile level. Members Burns asked if students are expected to reach a certain goal. She clarified that the goal is to get them to grade level and/or stay or advance at their current grade level. Achieve3000 is currently working on features to mimic the SBAC. Some of the latest features include the option to highlight text in different colors and making annotations. Ms. Moreno shared Wi-Fi isn't required to run the application. This will allow the student to access the program at anytime and anywhere.

To determine the student's lexile level or reading level, students take a Levelset Assessment. The five-step routine includes:

- Poll. Bring students' prior knowledge into the classroom as they make connections to and express opinions about the topic of the day
- Article. Students derive information from non-fiction articles differentiated to their level. Repeated exposure to vocabulary and embedded strategy support enables all students to participate in classroom discussions. Access to grade-level text and activities ensure that students have frequent interactions with grade-appropriate complex text
- Activity. Students demonstrate successful close reading of text by responding to text-dependent questions that require higher-order thinking skills
- Poll. All students express their opinions again, based on the reading they did that day, with teachers requiring students to provide evidence for their opinion. Teachers then facilitate discussion and debates in the classroom
- Thought Question. A critical thinking activity leads students to write in more formal scenarios with the intent to either argue or inform about a situation or narrate an event

For optimal results in student achievement, students should be completing 40 activities per semester or 80 per year and achieving at 75% on the activities. Ms. Moreno explained that under regular teaching circumstances without Achieve3000, it is expected that students would grow 69 lexile points in one year. Using Achieve3000 produces results and the more it is used, the higher the achievement.

Teacher highlights include the ability to search for the topic they will be teaching and assign that article to students at their level. No longer does the teacher have to "shoot for the middle" or spend hours searching for texts. Achieve serves a dual purpose:

- To an extent, it serves as independent reading when students are assigned the article and then work through the activities on their own.
- The additional power of Achieve3000 comes from the teaching that should occur based on the articles. Achieve calls this "simple rigor" combining student independent work with direct instruction around grade level text. So first, the students can work at their grade level, and then the teacher provides direct instruction. This is called the stretch article which is the grade level version of that text.

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

Member Levens-Craig inquired about alignment with Common Core Standards. Mrs. Moreno confirmed all are aligned with Common Core Standards.

She shared teacher reports and school level reports. Member Burns inquired on access to the data collected for the reports. Ms. Moreno explained student information is sent to Achieve3000 in an Excel spreadsheet. Member Ryan asked if any personal information such as a social security number is required. Ms. Moreno explained no sensitive or personal information is collected. Student data is tracked using a student identification number. The home edition of Achieve3000 allows parents and teachers to work together within the Achieve environment to assure student progress and success.

Superintendent Pierce explained this is a multi-year contract and the item was being presented as an information item and action was at the discretion of the Board.

Member Ryan inquired on the auditory component. Ms. Moreno clarified the program had the ability to read to the student who was an auditory learner. Member Burns asked that the District make sure that sensitive information is not released. Member Ryan moved approval.

Motion: Ryan
Second: Burns
Vote: 4-0

<u>Fox</u>	<u>Aye</u>	<u>Levens-Craig</u>	<u>Aye</u>
<u>Burns</u>	<u>Aye</u>	<u>El-Hajj</u>	<u>Not Present</u>
<u>Ryan</u>	<u>Aye</u>		

Capital Improvement Program

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

Mr. Christensen explained he met with staff from Balfour Beatty Construction and they presented preliminary pricing for the Pepper Drive Admin/LRC building under the Lease/Leaseback agreement of approximately \$3.1 million. He mentioned this number is higher than expected but believes there are opportunities available to lower this number. Mr. Christensen mentioned it is important to note that the District asked for this estimate with a short timeline. Balfour Beatty Construction simply asked the same sub-contractors, who were preliminarily selected for the last bidding process, to update their numbers. He mentioned there have been two prevailing wage increases and some increases to materials costs since the last bidding process. To finalize the guarantee maximum price, Balfour Beatty Construction would do a bidding process with the sub-contractors and work with the District to select those providing the best pricing and value. Mr. Christensen explained the District also used the expertise of the sub-contractors to do additional value engineering and scope reduction. Balfour Beatty Construction expressed their commitment to working with the District to help get the numbers to work and provide the best value.

Mr. Christenson mentioned that during discussions of scheduling, it was determined that construction work cannot begin until the summer. The District had originally thought that work could start at Spring Break but when the existing building is demolished, an electrical transformer has to be removed and the electrical feeds have to be re-routed to a new service. This means that electricity will be completely shut down at the campus for more than 2 weeks, thereby necessitating the work be done in the summer. Given the unique circumstances of this project and all its conditions and required contingency provisions, Administration believes the lease/lease-back agreement with a contractor who has a proven track record of flexibility and collaboration is the best delivery method for producing the highest value and mitigating risk to the District. Therefore, Administration is recommending continuing with Balfour Beatty Construction as the contractor for this project under lease/lease-back and not initiating a traditional bid process

Member Burns inquired on the increase in cost. Mr. Christensen explained that since the last estimate, there has been an increase in prevailing wages and an increase in the price of materials. President Fox asked if construction would take place while school was in session. Mr. Christensen explained work to the Administration building would continue while school was in session. It is estimated staff would be able to move in during winter break. Mrs. Becker explained a temporary office for administration would set-up in the interim.

Member Burns reiterated the District has a great relationship with Balfour Beatty Construction. Mr. Christensen mentioned preliminary numbers would be brought forth in December. Member Levens-Craig inquired on which funds would be used to fund the project. Mr. Christensen explained it is estimated \$2.4 million would be needed to complete the project and part of the Renzulli funds would be allocated for this purpose, if available.

H. BOARD COMMUNICATION

Member Burns mentioned attending a meeting at one of the schools and mentioned staff was unable to operate the air conditioning system. He asked that staff take proper measures to make sure the air conditioning units are working for meetings held outside of the regular work day. He asked that Principals be given instructions on how to control and/or override the system.

Superintendent Pierce inquired on suggested topics for the Student Forum. Upon discussion, the Board proposed discussing suggested changes for improving learning at home and/or school. Superintendent Pierce discussed exploring the option of bringing Tom DeLapp to offer High Profile Communication training in March 5. She mentioned exploring the development of a more detailed website for the Board. Member Ryan mentioned the page would look similar to Chula Vista Elementary School District. The page has a short bio on each member. Member Burns shared he liked the picture of the entire Board.

Member Levens-Craig mentioned she would be presenting at a Chamber of Commerce leadership class; and would be hosting coffee at her house for Assemblyman Jones.

The Board entered closed session at 9:00 p.m. Member El-Hajj joined closed session at 9:22 p.m.

I. CLOSED SESSION

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

1. Public Employee Discipline/Dismissal/Release (Gov't Code § 54957)
2. Conference with Labor Negotiator (Gov't Code § 54957.6)
*Agency Negotiators: Karl Christensen, Assistant Superintendent; and
Tim Larson, Assistant Superintendent*
Employee Organization: Santee Teachers Association
3. Conference with Labor Negotiator (Gov't Code § 54957.6)
*Agency Negotiators: Karl Christensen, Assistant Superintendent; and
Tim Larson, Assistant Superintendent*
Employee Organization: Classified School Employees Association
4. Conference with Legal Counsel - Anticipated Litigation (Gov't Code § 54956.9)
 - Two Cases
 - *Parcels 383-112-05 and 383-112-28 located on the north side of Prospect Avenue east of Marrokal Lane (known as Renzulli site)*
 - *10335 Mission Gorge Road, Santee 92071 (formerly known as Santee School Site)*
5. Public Employee Performance Evaluation (Govt Section § 54957)
Superintendent

J. RECONVENE TO PUBLIC SESSION

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

K. ADJOURNMENT

The October 7, 2014 regular meeting adjourned at 10:30 p.m.

Barbara Ryan, Clerk

Cathy A. Pierce, Ed.D., Secretary

Consent Item D.2.1. Approval/Ratification of Travel Requests
Prepared by Karl Christensen
October 21, 2014

BACKGROUND:

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

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

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

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

RECOMMENDATION:

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

This recommendation supports the following District goal:

Staff Development

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

FISCAL IMPACT:

The estimated travel expenses are \$2,537, with additional substitute costs of \$220, as disclosed on the following page.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.1.

Board Travel Report - October 21, 2014

Travel Dates		Attendees	Site or Dept.	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Travel
Thursday,	09/11/14	John Schweller	Pupil Services	Annual School Attendance Review Board Student Engagement Summit	SDCOE	\$0	\$58	Pupil Services	This workshop will focus on integrated intervention and support, truancy diversion, and will provide legislative updates surrounding truancy.
Wednesday,	10/15/14	Carrie Thompson Ed Gigliotti Loretta Klosterman Jenna Engler 17 students	CFH PRIDE PRIDE PD intern	Teens Kick Ash	San Diego	\$0 \$0 \$0 \$0 \$0	\$27 \$27 \$27 \$27 \$460	TUPE TUPE TUPE TUPE TUPE	This workshop will provide tobacco prevention ideas.
Monday,	10/27/14	Christina Becker	M&O	CASH Conference	Newport Beach	\$0	\$344	Maintenance & Operations	The focus of this conference will be on school facility challenges.
Monday,	11/03/14	Dr. Cathy Pierce Eileen Moreno Dan Prouty	Superintendent Ed Services Ed Services	SDSU Transformation Education Night Speaker Series	San Diego	\$0 \$0 \$0	\$55 *\$0 \$55	Superintendent's Office *current student, no fee Superintendent's Office	This event will provide opportunities for networking and professional development on current critical leadership and educational issues.
Wednesday,	12/03/14	Hope Michel Renee Steel	Special Education Ed Services	Section 504 of the Rehabilitation Act Site Procedures	SDCOE	\$0 \$0	\$73 \$73	Educational Services Educational Services	This workshop will focus on current procedures of the Section 504 of the Rehabilitation Act.
Thursday,	03/26/15	John Schweller	Pupil Services	Exemplary P.E. Programs	SDCOE	\$0	\$38	Pupil Services	This workshop will provide creative ways for teachers to use "best practices" for an exemplary physical education program.
Travel Requests That Require Airfare/Trainfare; Overnight Stay; and/or Travel Outside of the State of California									
Friday,	10/17/14	Terry Johnson	RS	CRA Conference	Sacramento	\$0	\$568	Rio Seco	The focus of this conference is on reading instructional strategies.
Thurs-Sat,	12/04/14 - 12/06/14	Heather Glanz	RS	NSTA Long Beach Area Conference	Long Beach	\$220	\$705	Rio Seco	This is the annual National Science Teachers Association Conference and will focus on Science instructional strategies.

Consent Item D.2.2. Approval/Ratification of Expenditure Warrants
 Prepared by Karl Christensen
 October 15, 2013
 joy

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 2014:

<u>Fund #/Name</u>	<u>Warrant #'s</u>	<u>Amount</u>
03/06 General	12-345922 TO 12-355274	\$501,477.57
09 00	N/A	\$0.00
12 06	12-352201 TO 12-354786	\$291.77
13 00	12-345961 TO 12-354792	\$55,129.82
14 00	12-345985 TO 12-355275	\$39,056.76
21 09	N/A	\$0.00
21 39 / 21 08	N/A	\$0.00
25 18	12-347766 TO 12-354794	\$42,159.78
25 38	N/A	\$0.00
35-00	N/A	\$0.00
40-00	N/A	\$0.00
63 00	12-345987 TO 12-354798	\$6,257.82
		\$644,373.52

Student Body Warrants issued for the period of September 2014:

\$1,364.00

Payroll Warrant #'s beginning 10-375254 through 10-375305 and 10-378648 through 10-379372:

<u>Fund #/Name</u>	<u>Amount</u>
03 00	\$3,156,445.18
06 00	\$799,766.71
12 06	\$20,667.06
13 00	\$111,466.67
25-18	\$0.00
63 00	\$180,176.50
\$4,268,522.12	

RECOMMENDATION:

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

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact of commercial, student body, and payroll expenditure warrants total \$4,914,259.64 and is disclosed above.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.2.

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. The table below is a summary of total purchase orders by location for the month of September 2014:

AMOUNT	LOCATION
\$ 22,270.66	PEPPER DRIVE SCHOOL
\$ 7,037.82	CARLTON HILLS SCHOOL
\$ 6,072.95	SYCAMORE CANYON SCH
\$ 1,957.77	PROSPECT AVENUE SCH
\$ 12,350.18	CAJON PARK SCHOOL
\$ 4,459.03	CHET F HARRITT SCH
\$ 1,812.71	CARLTON OAKS SCHOOL
\$ 4,716.72	RIO SECO SCHOOL
\$ 5,580.04	HILL CREEK SCHOOL
\$ 3,911.56	SUPERINTENDENT DEPT
\$ 31,157.87	BUSINESS SERVICES
\$ 1,365.00	HUMAN RESOURCES
\$ 3,300.00	EDUCATIONAL SERVICES
\$ 9,322.25	SPECIAL EDUCATION
\$ 3,026.08	EDUCATIONAL SERVICES
\$ 786.04	PUPIL SERVICES
\$ 3,328.18	PROJECT SAFE
\$ 94,717.20	TECHNOLOGY SERVICES
\$ 19,164.26	MAINTENANCE
\$ 11,703.07	TRANSPORTATION
\$ 83,672.17	FACILITIES MODERNIZATION
\$ 27,630.24	WAREHOUSE
\$359,341.80	Total Purchase Orders – September 2014

RECOMMENDATION:

It is recommended that the Board of Education approve purchase orders #140556 through #140732 issued September 1, 2014 through September 30, 2014.

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact of \$359,341.80 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 D.2.3.

LOCATION LIST 2014-15

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

M = Monthly Blanket
 A = Annual Blanket
 L = Lottery

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

Fund Numbers

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

PURCHASE ORDER EXCEEDED BY 10%
 FOR THE MONTH OF SEPTEMBER 2014

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	
140408	8/18/2014	03	SCHOOL HEALTH CORPORATION	010	HEALTH OFFICE SUPPLIES ADDED SHIPPING CHARGES	

NEW TOTAL

PURCHASE ORDER LISTING - SEPTEMBER 2014
BY SITE

PO NBR	DATE	FUND	VENDOR	DESCRIPTION	AMOUNT	LOC	LOCATION
140566	9/3/2014	6	LEARNING A-Z	SOFTWARE SUBSCRIPTIONS	\$ 2,779.15	002	PEPPER DRIVE SCHOOL
140615	9/10/2014	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$ 356.05	002	PEPPER DRIVE SCHOOL
140616	9/10/2014	3	ORGANIZED SPORTSWEAR, LLC	PE APPAREL	\$ 1,985.44	002	PEPPER DRIVE SCHOOL
140624	9/11/2014	3	GOLDEN STAR TECHNOLOGY	PROJECTORS - PD	\$ 4,490.21	002	PEPPER DRIVE SCHOOL
140641	9/15/2014	6	SEHI COMPUTER PRODUCTS INC	COMPUTER NOTEBOOKS	\$ 9,698.52	002	PEPPER DRIVE SCHOOL
140684	9/19/2014	6	STUDIES WEEKLY, INC	SUBSCRIPTIONS	\$ 652.19	002	PEPPER DRIVE SCHOOL
140685	9/19/2014	6	HEINEMANN	CLASSROOM MATERIALS	\$ 230.10	002	PEPPER DRIVE SCHOOL
140691	9/19/2014	3	JUNIOR ACHIEVEMENT	ADMISSIONS	\$ 2,079.00	002	PEPPER DRIVE SCHOOL
					TOTAL \$	22,270.66	PEPPER DRIVE SCHOOL
140562	9/2/2014	3	HODGE PRODUCTS INC	PE SUPPLIES	\$ 127.18	003	CARLTON HILLS SCHOOL
140563	9/2/2014	3	AMAZON.COM	HEALTH OFFICE SUPPLIES	\$ 72.65	003	CARLTON HILLS SCHOOL
140568	9/4/2014	3	ROCHESTER 100 INC	CLASSROOM SUPPLIES	\$ 135.70	003	CARLTON HILLS SCHOOL
140571	9/4/2014	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$ 25.77	003	CARLTON HILLS SCHOOL
140573	9/4/2014	3	FITNESS WAREHOUSE USA &	EQUIPMENT REPAIRS	\$ 300.00	003	CARLTON HILLS SCHOOL
140574	9/4/2014	3	BLICK ART MATERIALS	ART SUPPLIES	\$ 278.52	003	CARLTON HILLS SCHOOL
140658	9/17/2014	6	NEWSELA	SOFTWARE LICENSES	\$ 2,700.00	003	CARLTON HILLS SCHOOL
140663	9/18/2014	3	WORLD'S FINEST CHOCOLATE	FUNDRAISER	\$ 2,430.00	003	CARLTON HILLS SCHOOL
140727	9/26/2014	3	CCS PRESENTATION SYSTEMS INC	RELOCATING SMART BOARD - CH	\$ 968.00	003	CARLTON HILLS SCHOOL
					TOTAL \$	7,037.82	CARLTON HILLS SCHOOL
140565	9/2/2014	3	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	\$ 95.00	004	SYCAMORE CANYON SCH
140572	9/4/2014	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$ 105.19	004	SYCAMORE CANYON SCH
140575	9/4/2014	3	HEINEMANN	CLASSROOM MATERIALS	\$ 442.50	004	SYCAMORE CANYON SCH
140633	9/15/2014	3	ACORN MEDIA	CUSTODIAL SUPPLIES	\$ 241.80	004	SYCAMORE CANYON SCH
140634	9/15/2014	3	PIONEER VALLEY BOOKS	CLASSROOM MATERIALS	\$ 322.14	004	SYCAMORE CANYON SCH
140729	9/26/2014	3	SKEDADDLE FUNDRAISERS	FUNDRAISER	\$ 4,233.00	004	SYCAMORE CANYON SCH
140730	9/26/2014	3	TIME FOR KIDS	SUBSCRIPTIONS	\$ 633.32	004	SYCAMORE CANYON SCH
					TOTAL \$	6,072.95	SYCAMORE CANYON SCH
140578	9/5/2014	3	CHRISTIAN YOUTH THEATER	ADMISSIONS	\$ 924.00	005	PROSPECT AVENUE SCH
140581	9/5/2014	6	NASCO MODESTO	CLASSROOM MATERIALS	\$ 325.86	005	PROSPECT AVENUE SCH
140585	9/5/2014	6	ESGI	SOFTWARE SUBSCRIPTIONS	\$ 525.00	005	PROSPECT AVENUE SCH
140589	9/5/2014	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$ 140.01	005	PROSPECT AVENUE SCH
140595	9/9/2014	3	SOFTWARE HOUSE INTERNATIONAL	SOFTWARE LICENSE	\$ 42.90	005	PROSPECT AVENUE SCH
					TOTAL \$	1,957.77	PROSPECT AVENUE SCH
140558	9/2/2014	6	PEARSON	CLASSROOM MATERIALS	\$ 324.50	006	CAJON PARK SCHOOL
140567	9/4/2014	6	LEARNING A-Z	CLASSROOM MATERIALS	\$ 1,019.40	006	CAJON PARK SCHOOL
140656	9/17/2014	3	HEINEMANN	CLASSROOM MATERIALS	\$ 9,128.14	006	CAJON PARK SCHOOL
140657	9/17/2014	3	SCHOOL MATE	JR. HIGH PLANNERS	\$ 993.20	006	CAJON PARK SCHOOL
140665	9/18/2014	3	SEHI COMPUTER PRODUCTS INC	NOTEBOOK & DOCKING STATION	\$ 884.94	006	CAJON PARK SCHOOL
					TOTAL \$	12,350.18	CAJON PARK SCHOOL
140586	9/5/2014	3	LAKESHORE LEARNING MATERIALS	CLASSROOM SUPPLIES	\$ 435.42	007	CHET F HARRITT SCH
140598	9/9/2014	6	SCHOLASTIC CLASSROOM MAGAZINES	SUBSCRIPTIONS	\$ 151.54	007	CHET F HARRITT SCH
140632	9/12/2014	6	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	\$ 125.00	007	CHET F HARRITT SCH
140645	9/16/2014	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$ 130.08	007	CHET F HARRITT SCH

140650	9/17/2014	3	BARCODES INC	OFFICE SUPPLIES	\$ 194.40	007	CHET F HARRITT SCH
140651	9/17/2014	6	FIRST LEGO LEAGUE	REGISTRATION FEES	\$ 450.00	007	CHET F HARRITT SCH
140697	9/22/2014	3	LH CONNECTED	SUBSCRIPTIONS 14/15	\$ 465.00	007	CHET F HARRITT SCH
140699	9/22/2014	6	STEM MAGAZINE INC.	SUBSCRIPTIONS	\$ 240.00	007	CHET F HARRITT SCH
140700	9/22/2014	3	4ALLPROMOS	STUDENT INCENTIVES	\$ 78.72	007	CHET F HARRITT SCH
140725	9/25/2014	3	SCHOLASTIC BOOK FAIRS - 10	BOOK FAIR - CHF	\$ 2,094.56	007	CHET F HARRITT SCH
140726	9/25/2014	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$ 94.31	007	CHET F HARRITT SCH
					TOTAL \$	4,459.03	CHET F HARRITT SCH
140577	9/5/2014	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$ 163.80	008	CARLTON OAKS SCHOOL
140582	9/5/2014	3	PEARSON	CLASSROOM MATERIALS	\$ 324.50	008	CARLTON OAKS SCHOOL
140610	9/10/2014	3	NATIONAL SCIENCE TEACHERS	REGISTRATION FEES	\$ 500.00	008	CARLTON OAKS SCHOOL
140614	9/10/2014	3	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	\$ 125.00	008	CARLTON OAKS SCHOOL
140627	9/12/2014	3	GROSSMONT-CUYAMACA	ASSEMBLY FEES	\$ 125.00	008	CARLTON OAKS SCHOOL
140690	9/19/2014	6	SCHOLASTIC CLASSROOM MAGAZINES	SUBSCRIPTIONS	\$ 289.85	008	CARLTON OAKS SCHOOL
140692	9/19/2014	3	SCHOOL HEALTH CORPORATION	SUPPLIES	\$ 157.12	008	CARLTON OAKS SCHOOL
140732	9/29/2014	3	ANSMAR PUBLISHERS INC	CLASSROOM MATERIALS	\$ 127.44	008	CARLTON OAKS SCHOOL
					TOTAL \$	1,812.71	CARLTON OAKS SCHOOL
140557	9/2/2014	3	PEARSON	CLASSROOM MATERIALS	\$ 324.50	009	RIO SECO SCHOOL
140594	9/9/2014	3	SEHI COMPUTER PRODUCTS INC	PROJECTOR - RS	\$ 616.68	009	RIO SECO SCHOOL
140597	9/9/2014	3	HEINEMANN	CLASSROOM MATERIALS	\$ 885.00	009	RIO SECO SCHOOL
140623	9/11/2014	3	LEARNING A-Z	LICENSES	\$ 1,329.96	009	RIO SECO SCHOOL
140625	9/11/2014	3	REUBEN H FLEET SCIENCE CENTER	ADMISSIONS	\$ 1,400.00	009	RIO SECO SCHOOL
140640	9/15/2014	3	DECKER EQUIPMENT	GLIDES FOR NEW CHAIRS	\$ 61.01	009	RIO SECO SCHOOL
140661	9/18/2014	3	IDENT-A-KID SERVICES OF AM	OFFICE SUPPLIES	\$ 99.57	009	RIO SECO SCHOOL
					TOTAL \$	4,716.72	RIO SECO SCHOOL
140560	9/2/2014	3	MAINTEX INC	CUSTODIAN SUPPLIES	\$ 618.80	010	HILL CREEK SCHOOL
140561	9/2/2014	3	CAMEO PAPER & JANITORIAL	CUSTODIAL SUPPLIES	\$ 89.29	010	HILL CREEK SCHOOL
140579	9/5/2014	3	SOUTHWEST SCHOOL SUPPLY	OFFICE SUPPLIES	\$ 55.03	010	HILL CREEK SCHOOL
140580	9/5/2014	3	HOUGHTON MIFFLIN HARCOURT	CLASSROOM MATERIALS	\$ 2,893.23	010	HILL CREEK SCHOOL
140630	9/12/2014	3	DELL MARKETING L.P.	PRINTER CARTRIDGE	\$ 133.36	010	HILL CREEK SCHOOL
140649	9/17/2014	3	CHRISTIAN YOUTH THEATER	ADMISSIONS	\$ 504.00	010	HILL CREEK SCHOOL
140679	9/19/2014	3	SEHI COMPUTER PRODUCTS INC	PROJECTOR	\$ 616.68	010	HILL CREEK SCHOOL
140701	9/22/2014	3	HEINEMANN	CLASSROOM MATERIALS	\$ 669.65	010	HILL CREEK SCHOOL
					TOTAL \$	5,580.04	HILL CREEK SCHOOL
140596	9/9/2014	3	CDW GOVERNMENT INC	COMPUTER PARTS/EQUIPMENT	\$ 138.23	062	SUPERINTENDENT DEPT
140612	9/10/2014	3	AL'S SPORT SHOP	SUPPLIES	\$ 648.00	062	SUPERINTENDENT DEPT
140626	9/12/2014	3	ARENSON OFFICE FURNITURE	FURNITURE	\$ 2,840.18	062	SUPERINTENDENT DEPT
140631	9/12/2014	3	DELL MARKETING L.P.	PRINTER CARTRIDGE	\$ 85.15	062	SUPERINTENDENT DEPT
140664	9/18/2014	3	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	\$ 200.00	062	SUPERINTENDENT DEPT
					TOTAL \$	3,911.56	SUPERINTENDENT DEPT
140569	9/4/2014	3	PITNEY BOWES POSTAGE BY PHONE	POSTAGE FOR DISTRICT MAIL	\$ 10,000.00	064	BUSINESS SERVICES
140576	9/4/2014	3	PITNEY BOWES	POSTAGE FOR DISTRICT MAIL	\$ 10,000.00	064	BUSINESS SERVICES
140636	9/15/2014	12	6 OFFICE DEPOT INC	OFFICE SUPPLIES	\$ 98.99	064	BUSINESS SERVICES
140637	9/15/2014	63	6 OFFICE DEPOT INC	OFFICE SUPPLIES	\$ 200.89	064	BUSINESS SERVICES
140638	9/15/2014	3	6 OFFICE DEPOT INC	OFFICE SUPPLIES	\$ 7,810.58	064	BUSINESS SERVICES
140647	9/17/2014	12	6 OFFICEMAX CONTRACT INC	OFFICE SUPPLIES - PA PRESCHOOL	\$ 192.78	064	BUSINESS SERVICES
140648	9/17/2014	3	6 OFFICEMAX CONTRACT INC	OFFICE SUPPLIES - ALL SITES	\$ 2,136.88	064	BUSINESS SERVICES

140654	9/17/2014	3	LOZANO SMITH, AAL	LEGAL SERVICES	\$	617.75	064	BUSINESS SERVICES
140655	9/17/2014	3	FMZ INTERACTIVE	SERVICES	\$	100.00	064	BUSINESS SERVICES
				TOTAL	\$	31,157.87		BUSINESS SERVICES
140613	9/10/2014	3	JUDY LEMM CONSULTING	CONSULTANT SERVICES	\$	575.00	065	HUMAN RESOURCES
140659	9/18/2014	3	ACSA FOUNDATION FOR	REGISTRATION FEES	\$	790.00	065	HUMAN RESOURCES
				TOTAL	\$	1,365.00		HUMAN RESOURCES
140698	9/22/2014	3	BARNES AND NOBLE BOOKSELLERS	CLASSROOM MATERIALS	\$	3,300.00	066	EDUCATIONAL SERVICES
				TOTAL	\$	3,300.00		EDUCATIONAL SERVICES
140590	9/8/2014	3	6 PEARSON	TESTING MATERIALS	\$	2,070.12	067	SPECIAL EDUCATION
140591	9/8/2014	3	6 PRO-ED	TESTING PROTOCOLS	\$	374.06	067	SPECIAL EDUCATION
140609	9/10/2014	6	IBPA	REGIATRATION FEES	\$	700.00	067	SPECIAL EDUCATION
140611	9/10/2014	6	PHONAK INC	SPECIALIZED EQUIPMENT	\$	802.44	067	SPECIAL EDUCATION
140620	9/11/2014	6	OAK GROVE INSTITUTE	NPS	\$	3,798.43	067	SPECIAL EDUCATION
140728	9/26/2014	6	PYRAMID EDU. CONSULTANTS, INC.	CLASSROOM MATERIALS	\$	1,194.04	067	SPECIAL EDUCATION
140731	9/26/2014	3	6 WESTERN PSYCHOLOGICAL SERVICES	TESTING MATERIALS	\$	383.16	067	SPECIAL EDUCATION
				TOTAL	\$	9,322.25		SPECIAL EDUCATION
140607	9/10/2014	3	PEARSON/ENVISIONMATH	CLASSROOM MATERIALS	\$	2,877.98	068	EDUCATIONAL PROJECTS
140570	9/4/2014	3	ALLIANCE FOR AFRICAN	CONSULTANT SERVICES	\$	148.10	069	EDUCATIONAL SERVICES
				TOTAL	\$	3,026.08		EDUCATIONAL SERVICES
140559	9/2/2014	6	SEHI COMPUTER PRODUCTS INC	NOTEBOOK	\$	746.04	070	PUPIL SERVICES
140608	9/10/2014	3	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	\$	40.00	070	PUPIL SERVICES
				TOTAL	\$	786.04		PUPIL SERVICES
140592	9/9/2014	63	KASZYCKI, RYAN	DJ SERVICES	\$	120.00	072	PROJECT SAFE
140593	9/9/2014	63	SAN DIEGO ARCHAEOLOGICAL	EDUCATIONAL PROGRAM FEES	\$	655.00	072	PROJECT SAFE
140644	9/16/2014	63	AMAZON.COM	PROJECT SAFE SUPPLIES	\$	167.39	072	PROJECT SAFE
140677	9/19/2014	63	AMERICAN EXPRESS	SUPPLIES FOR PROJ. SAFE	\$	2,339.60	072	PROJECT SAFE
140678	9/19/2014	6	AMERICAN EXPRESS	SUPPLIES FOR ASES	\$	46.19	072	PROJECT SAFE
				TOTAL	\$	3,328.18		PROJECT SAFE
140666	9/18/2014	3	LIGHTSPEED SYSTEMS, INC	LICENSES	\$	2,040.00	073	TECHNOLOGY SERVICES
140667	9/18/2014	3	UZIBULL	iPAD CASE PROTECTORS	\$	6,058.80	073	TECHNOLOGY SERVICES
140723	9/25/2014	3	APPLE COMPUTER INC	APPLI iPADS	\$	86,618.40	073	TECHNOLOGY SERVICES
				TOTAL	\$	94,717.20		TECHNOLOGY SERVICES
140583	9/5/2014	25	18 SUPERIOR READY MIX CONCRETE	CFH BALL FIELDS	\$	475.09	075	MAINTENANCE
140584	9/5/2014	3	HOME DEPOT COMMERCIAL ACCOUNT	SAFETY BLINDS - CFH	\$	316.44	075	MAINTENANCE
140587	9/5/2014	6	ONESOURCE DISTRIBUTORS	ELECTRICAL SUPPLIES - CP/STOCK	\$	426.91	075	MAINTENANCE
140588	9/5/2014	3	HOME DEPOT COMMERCIAL ACCOUNT	SAFETY BLINDS - CH	\$	176.84	075	MAINTENANCE
140599	9/9/2014	3	LAKESIDE EQUIPMENT SALES AND	EQUIPMENT RENTAL	\$	249.66	075	MAINTENANCE
140600	9/9/2014	3	FIRE ETC	ANNUAL FIRE EXT. SVCS - PD	\$	449.87	075	MAINTENANCE
140601	9/9/2014	3	FIRE ETC	ANNUAL FIRE EXT. SVCS - HC	\$	454.59	075	MAINTENANCE
140602	9/9/2014	6	PACIFICA GLASS CO., INC.	WINDOW REPLACEMENT - CP	\$	233.29	075	MAINTENANCE
140621	9/11/2014	25	18 LOWE'S STORE #1661	CFH SCOREBOARD	\$	30.65	075	MAINTENANCE
140642	9/16/2014	3	HOME DEPOT COMMERCIAL ACCOUNT	SAFETY BLINDS - HC	\$	67.23	075	MAINTENANCE
140652	9/17/2014	6	LOWE'S STORE #1661	MATERIALS FOR SPECIAL ED	\$	393.99	075	MAINTENANCE
140653	9/17/2014	6	DECKER EQUIPMENT	HARDWARE	\$	550.43	075	MAINTENANCE
140660	9/18/2014	13	DUNN EDWARDS CORPORATION	PAINT FOR CNS	\$	30.99	075	MAINTENANCE
140662	9/18/2014	3	AMAZON.COM	GAS CANS - SAFETY	\$	1,327.01	075	MAINTENANCE
140668	9/19/2014	6	DUNN EDWARDS CORPORATION	PAINT SUPPLIES	\$	150.46	075	MAINTENANCE

140669	9/19/2014	63	DUNN EDWARDS CORPORATION	PAINT SUPPLIES - PR. SAFE	\$ 44.67	075	MAINTENANCE
140670	9/19/2014	3	FIRE ETC	FIRE EXTINGUISHER SVC - CO	\$ 376.92	075	MAINTENANCE
140671	9/19/2014	3	FIRE ETC	FIRE EXTINGUISHER SVC - SC	\$ 782.19	075	MAINTENANCE
140672	9/19/2014	3	FIRE ETC	FIRE EXTINGUISHER SVC - RS	\$ 396.63	075	MAINTENANCE
140673	9/19/2014	3	FIRE ETC	FIRE EXTINGUISHER SVC - CFH	\$ 232.65	075	MAINTENANCE
140674	9/19/2014	25 18	HOME DEPOT COMMERCIAL ACCOUNT	BALL FIELDS - CFH	\$ 434.04	075	MAINTENANCE
140675	9/19/2014	3	LAKESIDE LAND COMPANY	GROUNDS SUPPLIES - VOL DAY-PA	\$ 101.95	075	MAINTENANCE
140676	9/19/2014	3	RCP BLOCK & BRICK INC	GROUNDS SUP'S - VOL DAY - CO	\$ 1,203.06	075	MAINTENANCE
140680	9/19/2014	6	VALLEY INDUSTRIAL SPECIALTIES	SUPPLIES FOR REPAIRS	\$ 175.47	075	MAINTENANCE
140681	9/19/2014	13	VALLEY INDUSTRIAL SPECIALTIES	REPAIRS/PARTS-CP KITCHEN	\$ 71.13	075	MAINTENANCE
140682	9/19/2014	3	GREENBRIER LAWN & TREE EXPERT	TREE SVCS - PA & PD	\$ 5,625.00	075	MAINTENANCE
140683	9/19/2014	3	W W GRAINGER INC	SHADE REPAIRS - CO KINDER	\$ 56.56	075	MAINTENANCE
140686	9/19/2014	3	WASTE MANAGEMENT OF EL CAJON -	ROLL OFFS - BEAUTIFICATION DAY	\$ 1,589.98	075	MAINTENANCE
140687	9/19/2014	3	DON FAIN TRUCKING INC	CH KINDERGARTEN PLAY AREA	\$ 400.00	075	MAINTENANCE
140688	9/19/2014	13	LOWE'S STORE #1661	SUPPLIES FOR CNS MECH. ROOM	\$ 94.91	075	MAINTENANCE
140689	9/19/2014	13	HOME DEPOT COMMERCIAL ACCOUNT	SUPPLIES FOR CNS KITCHEN	\$ 75.57	075	MAINTENANCE
140693	9/22/2014	3	SOUTHWEST BOULDER & STONE	GROUNDS SUPPLIES - VOL DAY CH	\$ 1,037.02	075	MAINTENANCE
140694	9/22/2014	6	US AIR CONDITIONING	HVAC SUPPLIES - CP	\$ 38.58	075	MAINTENANCE
140696	9/22/2014	6	MEACOR SIGNS	SIGNS - PD	\$ 38.88	075	MAINTENANCE
140721	9/24/2014	3	FIRE ETC	FIRE EXTINGUISHER SVC - CH	\$ 612.18	075	MAINTENANCE
140722	9/24/2014	3	FIRE ETC	FIRE EXTINGUISHER SVC - DO COMP	\$ 443.42	075	MAINTENANCE
				TOTAL	\$ 19,164.26		MAINTENANCE
140702	9/23/2014	3	O'REILLY AUTO PARTS	SHOP SUPPLIES	\$ 10.79	076	TRANSPORTATION
140703	9/23/2014	3	ROADONE	BUS TOWING SERVICES	\$ 495.00	076	TRANSPORTATION
140704	9/23/2014	6	VALLEY TRACTOR & EQUIPMENT	PARTS FOR REPAIRS	\$ 23.75	076	TRANSPORTATION
140705	9/23/2014	3	CAJON VALLEY UNION SCHOOL	OUTSIDE BUS SERVICES	\$ 150.54	076	TRANSPORTATION
140706	9/23/2014	13	DRACO TRUCK CENTER	PARTS FOR REPAIRS	\$ 32.79	076	TRANSPORTATION
140707	9/23/2014	3	DION INTERNATIONAL TRUCKS LLC	BUS REPAIRS & MAINTENANCE	\$ 81.78	076	TRANSPORTATION
140708	9/23/2014	3	NORTH COUNTY REBUILDERS	BUS REPAIRS & MAINTENANCE	\$ 559.44	076	TRANSPORTATION
140709	9/23/2014	3	INLAND KENWORTH (US) INC.	BUS REPAIRS & MAINTENANCE	\$ 194.08	076	TRANSPORTATION
140710	9/23/2014	3	BETTY'S UPHOLSTERY	BUS REPAIRS & MAINTENANCE	\$ 275.00	076	TRANSPORTATION
140711	9/23/2014	3	KNIGHT PRODUCTS GROUP	BUS WASH SUPPLIES	\$ 85.86	076	TRANSPORTATION
140712	9/23/2014	3	ROMAN'S TRUCK	BUS REPAIRS & MAINTENANCE	\$ 4,817.00	076	TRANSPORTATION
140713	9/23/2014	6	ABACOR INC	REPAIRS - M&O VEHICLE	\$ 1,444.25	076	TRANSPORTATION
140714	9/23/2014	3	FRAME & AXLE SERVICE OF	BUS REPAIRS & MAINTENANCE	\$ 80.00	076	TRANSPORTATION
140715	9/23/2014	3	EXPRESS PERFORMANCE CENTER	BUS REPAIRS & MAINTENANCE	\$ 221.40	076	TRANSPORTATION
140716	9/23/2014	3	AUTO ZONE	SUPPLIES & PARTS FOR REPAIRS	\$ 391.70	076	TRANSPORTATION
140717	9/23/2014	3 6	BOB STALL CHEVROLET	M&O VEHICLE REPAIRS	\$ 151.38	076	TRANSPORTATION
140718	9/23/2014	3	DREW FORD	BUS REPAIRS & MAINTENANCE	\$ 217.02	076	TRANSPORTATION
140719	9/23/2014	3	KIRKS RADIATOR	REPAIRS - M&O VEHICLE & BUS	\$ 329.60	076	TRANSPORTATION
140724	9/25/2014	3	TIRE CENTERS, LLC	BUS REPAIRS & MAINTENANCE	\$ 2,141.69	076	TRANSPORTATION
				TOTAL	\$ 11,703.07		TRANSPORTATION
140556	9/2/2014	3	DAVE BANG ASSOCIATES INC	SLIDE AT RIO SECO	\$ 6,748.61	077	FACILITIES MODERNIZATION
140635	9/15/2014	14	MILLER PAVING CORPORATION	ASPHALT REPAIRS - PRIDE	\$ 4,044.56	077	FACILITIES MODERNIZATION
140639	9/15/2014	25 18	TRI-COUNTY DRILLING, INC.	IRRIGATION WELL - PD - PHASE 2	\$ 72,004.00	077	FACILITIES MODERNIZATION
140643	9/16/2014	14	WESTERN ENVIRONMENTAL & SAFETY	HAZMAT CONSULTING SVCS - DO	\$ 875.00	077	FACILITIES MODERNIZATION
				TOTAL	\$ 83,672.17		FACILITIES MODERNIZATION

140564	9/2/2014	3	SOUTHWEST SCHOOL SUPPLY	STORES SUPPLIES	\$	456.71	078	WAREHOUSE
140603	9/9/2014	3	SOUTHWEST SCHOOL SUPPLY	STORES SUPPLIES	\$	322.93	078	WAREHOUSE
140604	9/9/2014	3	OFFICE DEPOT INC	STORES SUPPLIES	\$	128.25	078	WAREHOUSE
140605	9/9/2014	3	SCHOOL SPECIALTY, INC	STORES SUPPLIES	\$	77.24	078	WAREHOUSE
140606	9/9/2014	3	AMERICAN CHEMICAL & SANITARY	STORES SUPPLIES	\$	184.68	078	WAREHOUSE
140617	9/11/2014	3	SOUTHWEST SCHOOL SUPPLY	STORES SUPPLIES	\$	14.13	078	WAREHOUSE
140618	9/11/2014	3	STANDARD STATIONERY	STORES SUPPLIES	\$	66.55	078	WAREHOUSE
140619	9/11/2014	3	MAINTEX INC	STORES SUPPLIES	\$	215.14	078	WAREHOUSE
140622	9/11/2014	3	UNISOURCE CORPORATION	STORES SUPPLIES	\$	23,950.08	078	WAREHOUSE
140628	9/12/2014	3	SOUTHWEST SCHOOL SUPPLY	STORES SUPPLIES	\$	212.80	078	WAREHOUSE
140629	9/12/2014	3	US GAMES	STORES SUPPLIES	\$	746.55	078	WAREHOUSE
140646	9/16/2014	3	SCHOOL SPECIALTY, INC	STORES SUPPLIES	\$	139.19	078	WAREHOUSE
140695	9/22/2014	3	MAINTEX INC	STORES SUPPLIES	\$	931.31	078	WAREHOUSE
140720	9/24/2014	3	AMERICAN CHEMICAL & SANITARY	STORES SUPPLIES	\$	184.68	078	WAREHOUSE
					TOTAL	\$	27,630.24	WAREHOUSE

\$ 359,341.80

Consent Item D.2.4. Approval/Ratification of Revolving Cash Report
Prepared by Karl Christensen
October 21, 2014

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 #22348 through #22350 on the \$15,000 Revolving Cash Account.

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact is \$305.60 as disclosed on the following report.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.4.

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

Date	Number	Name	Memo	Amount
09/30/14	22348	Vons	Lorene Foster Children's Fund	100.00
10/02/14	22349	California City School Superintendents	Registration Fee for Conference- Dr. Cathy Pierce	125.00
10/06/14	22350	Leanne Newcombe Preihs	Refund of Fingerprint Fees Paid	69.00

Total Checks Written \$294.00

Bank Fees 11.60

Total to be Reimbursed \$305.60

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	\$100.00	Jeff Butler	Rio Seco School
TOTAL DONATIONS RECEIVED	\$100.00		

RECOMMENDATION:

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

This recommendation supports the following District goals:

Educational Achievement

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

Fiscal Accountability

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

FISCAL IMPACT:

The donation above is valued at \$100.00.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.5.

BACKGROUND:

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

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

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

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

RECOMMENDATION:

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

This recommendation supports the following District goals:

Educational Achievement

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

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact is disclosed on the attached page.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.6.

Consultant / General Service Provider Report
 October 7, 2014

Vendor Name	Type (Consultant or General Service Provider)	Description of Services	Date(s) of Service	Amount	Funding	Payment Type (Independent Contractor or Employee)
Cameron Family YMCA	General Service Provider	Enrichment Programming	07/01/14 - 06/30/15	Not to Exceed \$12,500	OST Program	Independent Contractor
Laura Bueno	General Service Provider	4th Grade Choir	10/06/14 - 12/04/14	Not to Exceed \$1,000	Pepper Drive School	Employee
Grossmont College Theatre Arts	General Service Provider	The Fun Factory Assembly	12/4/2014	Not to Exceed \$125	Pepper Drive School	Independent Contractor

Consent Item D.2.7.
Prepared by Karl Christensen
October 21, 2014

Agreement with George Mercer
Associates, Inc. for Landscape Design
Services for a Grass Field at Pepper Drive
School

BACKGROUND:

George Mercer Associates has provided landscape design services for the Capital Improvement Program and past joint-use field projects. Staff recommends using him for the Pepper Drive grass field project.

Staff continues to work with Lakeside AYSO, the County of San Diego, and other agencies to make Pepper Drive's upper field into a Joint-Use venture. In order to obtain a firmer estimate of the project costs, Administration recommends proceeding with developing a design for the field using the services of George Mercer Associates.

RECOMMENDATION:

It is recommended that the Board of Education approve an agreement for landscape design services for Pepper Drive's joint-use field with George Mercer Associates, Inc.

This recommendation supports the following District goals:

Learning Environment

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

Fiscal Accountability

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

FISCAL IMPACT:

The total cost of services is \$6,300 to be funded from Capital Improvement Program funds: \$3,800 for developing construction documents and \$2,500 for construction administration.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.7.

10/8/14

14-097

AGREEMENT FOR LANDSCAPE ARCHITECTURAL SERVICES

Between Landscape Architect George Mercer Associates Inc. (a California corporation), hereinafter referred to as Landscape Architect, and Santee School District, hereinafter referred to as Client.

Whereas it is the desire of the Client that the Landscape Architect perform certain professional services, as more particularly set forth in this Agreement, the Client and the Landscape Architect hereby agree to the following:

1. PROJECT DESCRIPTION

Landscape improvements for Pepper Drive School, in the City of Santee , California.

2. GENERAL SCOPE OF SERVICES

Landscape architectural design and consulting services as more specifically described below.

3. DESCRIPTION OF SERVICES

1. Preliminary Design Development Phase to include:

1.1. Site Investigation

Site Investigation and research will consist of a visual review of the project, a review of site conditions, a review of As Built documents (if any), and an initial design conference with the Client and/or their authorized representatives.

1.2. Preliminary Landscape Plan

Plan will show proposed layout of new ballfield, decomposed granite track, and slope areas to be irrigated. Proposed turf type, edgings, and irrigation equipment will be identified.

1.3. Meetings

The Landscape Architect will attend up to two working meetings with the Client and/or School District during the Preliminary Design Development Phase.

2. Construction Document Phase:

2.1. Irrigation Plan

Plan will indicate landscape irrigation piping, valves, control equipment, sprinkler heads and related irrigation equipment (including sizes and types) for the automatic irrigation of new turf field. All necessary details required to install the irrigation system will be included.

2.2. Planting Plan

The Planting Plan will graphically locate and identify all plant materials to be used including specific quantities, sizes and varieties, and will include necessary planting details for the installation of plant materials.

2.3. Specifications

The Specifications will be in short form as a part of the construction documents, will identify the types, manufacturers and/or qualities of materials to be used or incorporated into the work, will outline methods of installation, and will establish the quality of workmanship for the completed work.

2.4. Assumptions

The landscape plans will be provided to the Client who will be responsible for submitting the plans to governing agencies for any reviews and approvals, if required.

3. Construction Administration and Observation Phase

3.1. If requested, the Landscape Architect will assist in the construction administration aspects of the project which may include:

- Selection of bidders
- Bidding forms
- Bid analysis
- Meetings
- Addenda and clarifications
- Change orders
- Research
- Value engineering

3.2. The Landscape Architect shall make periodic visits to the site at the following stages of construction when authorized and requested by the Client or his agent:

- Pre-construction Conference
- Irrigation Pressure and Coverage Tests
- Plant spotting

- Pre Maintenance
- Final Maintenance

The Landscape Architect will, at that time, become generally familiar with the progress and quality of work and determine, where possible, if the work is proceeding in accordance with the plans and specifications. The Landscape Architect shall not be required, however, to make exhaustive or continuous on-site inspections to check the quality or quantity of work.

On the basis of such on-site observations, the Landscape Architect shall keep the Client informed of the progress and quality of work and shall endeavor to guard the Client against defects and deficiencies in work.

- 3.3. The Landscape Architect shall not have control or be in charge and shall not be responsible for construction means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the work, for the acts or omissions of any contractor(s) or subcontractors(s) or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the plans and specifications.
- 3.4. Interpretations and decisions by the Landscape Architect shall be consistent with the intent of this document and shall be in written or graphic form. The Landscape Architect's decision in matters relating to artistic effects shall, with the Client's approval, be final if consistent with the intent of the plans.

4. LANDSCAPE BUDGET

The budget for the Project, excluding the design fee, shall be provided, defined, and/or authorized by the Client prior to the construction drawing phase.

5. SCOPE OF SERVICES EXCLUDES

- 1. Changes in the scope of the Project or services. Changes not initiated by the Architect. Changes that are inconsistent with written approvals or instructions previously given or are required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents. Changes due to other causes not solely within the control of the Landscape Architect. "Value engineering" and changes due to "value engineering" when the landscape improvements shown on the plans by Architect are within 10% of the initially approved budget for those improvements.
- 2. Perspective drawings, renderings, scale models, mock-ups, samples, photography or written text.
- 3. Presentations at hearings, community groups or review committees.

4. Site design to ensure that the site plan by others will meet the minimum landscape area requirements as may be imposed by governing agencies.
5. Preparation of any additional documents for environmental mitigation or brush management. Submission of partially completed documents.
6. Plan processing (walking plans through the approving agencies and/or groups), and/or obtaining approvals by governing agencies.
7. Cost of permits, fees and/or meters. Estimates of projected utility uses and/or related costs.
8. Survey to establish existing conditions.
9. Engineering, design and/or selection of utility, mechanical and structural systems for walls, fences, paving, and subterranean structure protection.
10. Selection of plant materials at nurseries and/or arrange contract growing of specified plants.
11. Contract administration or contractor payments.
12. Maintenance specifications or manuals.
13. Time for finding and researching plans and files that are in storage after the project has been completed.
14. Providing any other services not otherwise included in this Agreement. These services may, however, be available as additional services.

6. **TIME FOR PERFORMANCE**

The Landscape Architect will prepare his drawings and specifications in a timely manner, but it is agreed that the Landscape Architect cannot be responsible for delays resulting from factors beyond his control, nor by factors which could not have been reasonably foreseen at the time this Agreement was prepared and executed. The dates for the completion of the services described herein are estimated to be as follows:

Preliminary Phase _____ Two weeks from the date that
a signed agreement is
received by the Architect.

Construction Documents _____ Three weeks from the date that
the Preliminary Plan is approved by the
Client.

Construction Observation _____ To be determined

The Landscape Architect will have no obligation to perform services until the Client signs and returns this original Agreement. However, the Client agrees to pay for all services rendered and costs incurred prior to the execution of the Agreement. This Agreement shall be retroactive to the date that services were first performed.

7. DESCRIPTION OF PAYMENTS AND SERVICE FEE

1.	Preliminary Design Development Phase (lump sum)	\$1,200
2.	Construction Document Phase (lump sum)	\$2,600
	TOTAL SERVICE FEE (Excluding Construction Administration and Observation Allocation, and Reimbursable Expenses)	\$3,800
3.	Construction Support Phase Allocation	
	a. Construction administration (Billed hourly)	\$800
	b. Construction observation (Billed hourly)	\$1,200
4.	Estimated reimbursable expense allowance	\$500

8. HOURLY RATES AND ADDITIONAL SERVICES

Any additional services shall be based on the following hourly rates:

Landscape Architect	\$120.00
Clerical	\$35.00

Time for services performed outside the office starts and ends upon leaving and returning to the office.

In the event the scope of work changes to a degree that will alter the fee, the Client shall be notified in writing and a revised fee will be established. Requests for additional services will be documented and a completion time and compensation amount will be submitted for approval.

The Client agrees that if the Client requests the Architect to assist the Client on other matters, those services will be performed under the terms of this Agreement. The Client further agrees that this Agreement shall apply to all such other matters without the need for re-executing this Agreement.

9. ESCALATION DUE TO RESUMPTION OF SERVICES

If services are not initiated for at least six (6) months following the date this Agreement was signed by the Landscape Architect, or if services are suspended for at least six (6) months and later resumed, the Landscape Architect, at his option, may increase the hourly rates and fee for remaining services by an amount equal to the cost of living increase for that time period.

10. REIMBURSABLE EXPENSES

The following costs will be billed to the Client as a reimbursable expense.

1. Costs for photographic, xerographic, diazo, dry mounting, FAX and delivery services.*
2. In-house plots of presentation plans and reproducibles (vellums), and any additional plots requested by the Client, at a cost of \$2.50 per square foot.
3. Testing and analysis of soil for horticultural purposes.*
4. Any additional outside consultants as authorized by Client.*
5. Delivery, and/or shipping costs.*

*These costs shall be billed at 15% more than the cost to this office.

11. PAYMENT

Fees, including Reimbursable Expenses, are due and payable in full within 30 days of receipt. The Landscape Architect reserves the right to charge an annual service fee of 12% (1% per month) on all accounts not paid within thirty days of presentation and until said account is paid in full.

12. CLIENT'S RESPONSIBILITIES

The Client shall provide (at the Client's own expense), the following:

1. Full information regarding the requirements of the Project.
2. Full information regarding the Project site including but not limited to: grades, property lines, easements, utilities, restrictions, encroachments, zoning, structures, vegetation, surveys, reports, and requirements of governing agencies, design guidelines and CC&R's.
3. Services requiring engineers, agronomists, or special consultants when such services are deemed necessary by the Landscape Architect.
4. Budgets, and the approval thereof, for the construction of all improvements within the Landscape Architect's scope of services.
5. Prompt written notice to the Landscape Architect when aware of changes, faults, or defects in the Project and/or Project documents, or non-conformance with the contract documents.
6. Information and approvals as expeditiously as possible for the orderly progress of the work.

7. Guaranteed access to the property and make all provisions for the Architect to enter upon the subject parcel as required by the Landscape Architect to perform his services under this Agreement.

13. PROJECT SUSPENSION, ABANDONMENT OR TERMINATION

If the project is suspended or abandoned the Landscape Architect shall be compensated for all services accomplished prior to receipt of written notice of such action by the Client, together with all Reimbursable Expenses then due.

If the Client discharges the Landscape Architect, or if the Landscape Architect withdraws from providing services, such action shall not destroy the Landscape Architect's right to the payment of the Landscape Architect's fees and costs advanced and for fees and costs incurred in the orderly transition of the Client's work. In such event, the Client shall immediately pay to the Architect the outstanding amount of service fees, interest, reimbursable expenses and costs.

14. OWNERSHIP OF AND CHANGES TO DOCUMENTS

Drawings and Specifications, as instruments of service, are and shall be the property of the Landscape Architect whether the project for which they are prepared is executed or not. The Client shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information and reference. The drawings and specifications shall not be used by the Client on other projects, for additions to this project, or for completion of this project by others, provided the Landscape Architect is not in default under this Agreement, except by agreement in writing and with appropriate compensation to the Landscape Architect.

Submission or distribution of documents to meet official regulatory requirements, or for other purposes in connection with the project, is not to be construed as publication in derogation of the Landscape Architect's rights.

The Client agrees to hold harmless and indemnify the Landscape Architect against all damages, claims, and losses arising out of any reuse of the plans and specifications without the written authorization of the Architect.

The Client agrees not to make, or cause to make, changes to the Landscape Architect's instruments of services without prior written consent of the Landscape Architect.

15. ARBITRATION OF DISPUTES

Claims or disputes arising out of or related to this Agreement shall, at the Landscape Architect's option, be referred to mediation. If mediation fails, these same claims or disputes shall, at the Landscape Architect's option, be referred to binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association. In the event any claims or disputes are settled in the local, state or federal courts, the prevailing party shall be entitled to reasonable attorney's fees, witness fees, arbitration fees, and other costs

associated with the arbitration proceeding, judicial or otherwise brought to settle any dispute between parties.

16. SUCCESSORS AND ASSIGNEES

This Agreement is not transferable by either signatory to a third party without the written consent of the other principal party.

17. NON-WARRANTY

The Landscape Architect will prepare plans and specifications in accordance with generally accepted professional practices for the intended use of the Project, however, the Landscape Architect makes no warranty for the same, either expressed or implied.

18. DISCLAIMER

Although the Landscape Architect must rely on the work and information furnished by others, and may need to incorporate their work and information into his plans and designs, the Landscape Architect does not guarantee the completion or quality of performance of any work provided by any other consultants, contractors or third parties, nor is the Landscape Architect responsible for the acts or omissions of any other consultants, contractors or third parties. The Landscape Architect makes no representations concerning soil conditions unless specifically included in writing in this Agreement and the Landscape Architect is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests or general soil testing.

19. LIABILITY

The Landscape Architect shall not be liable for any property damage, or personal or bodily injury caused by changes in the work whether such changes occur during or after construction, which do not conform to the requirements of the Construction Contract Documents. The Landscape Architect shall not be liable for the demise of any landscaping material caused by or contributed to by a failure of proper maintenance, disease, or exposure to natural or artificial processes or conditions.

20. WAIVER

One or more waivers of any term, condition, or covenant by the Landscape Architect shall not be construed by the Client as a waiver of a subsequent breach of the same or any other term, conditions, or covenant.

21. SEVERABILITY

In the event any provision of this Agreement shall be held to be invalid and unenforceable, the other provisions of this Agreement shall be valid and binding on the parties.

22. COUNTERPARTS

This Agreement may be executed in separate counterparts all of which, when combined with the other parts, shall constitute the entire document.

23. APPLICABLE LAW

The Agreement shall be governed by the law of the principal place of business of the Architect.

24. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with the Agreement terms through no fault of the other party. In this event, the Landscape Architect shall be paid his compensation for services performed to termination date including Reimbursable Expenses then due.

This Agreement shall be terminated when the Landscape Architect forwards to the Client the Final Application for Payment, or when the parties hereto agree to termination, or when termination occurs pursuant to the paragraph above, whichever event first occurs. Any applicable statute of limitations shall commence to run as to all acts, errors, or omissions, or failures to act, by either party to the Agreement, and any alleged cause of action shall be deemed to have occurred in any and all events on the date on which any act, error, or omission, or failure to act is or should have been discovered, or when this Agreement is terminated, whichever event occurs first.

25. EXTENT OF AGREEMENT

This shall constitute the terms and conditions of the Agreement. There are no other understandings or agreements except as expressly stated herein. Any amendments or changes to these terms and conditions shall be made in writing and approved by both signatories. It is not the intent of the parties to this agreement to form a partnership or joint venture.

If this agreement correctly reflects our understanding, please sign and date the original where indicated below and return it to my attention. The enclosed copy of this Agreement is for your files.

The Landscape Architect will have no obligation to perform services until the Client signs and returns this original Agreement. However, the Client agrees to pay for all services rendered and costs incurred prior to the execution of this Agreement. This Agreement shall be retroactive to the date that services were first performed.

The undersigned hereby certify that I have read the foregoing Agreement and approve and agree to its contents.

George Mercer Associates, Inc.
Pepper Drive School - New field
10/8/14

#14-097
Page 10 of 10



By:

George Mercer, President
Landscape Architect #4055
George Mercer Associates, Inc.
A California Corporation
4730 Palm Avenue, Suite 210
La Mesa, CA 91941

10/8/14
(Date)

By:

(Signature)

(Date)

(Printed Name & Title)

Authorized Agent For: Santee School District

Landscape Architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to the Landscape Architects Technical Committee at:

Landscape Architects Technical Committee
400 R Street, Room 4000
Sacramento, California 95814
(916) 445-4954

Consent Item D.3.1.

Approval of Memorandum of Understanding between Santee School District's After School Education and Safety Program (ASES) and San Diego County Superintendent of Schools for Fiscal Year 2014-2015

Prepared by Dr. Stephanie Pierce
October 21, 2014

BACKGROUND:

The After School Education and Safety Program (ASES) operates in accordance with provisions of the California Education Code (EC) Sections 8482-8484.7 and has provided before- and after-school programs since the 2007-2008 school year. This program delivers a minimum of 1.5 hours of activities before school and a minimum of 3.0 hours after school. ASES is eligible to receive a three-year grant that shall be awarded in three one-year increments and is subject to semiannual attendance reporting once every three years and has proven to be a successful program.

Included in the Memorandum of Understanding (MOU) are stipulations and conditions such as attendance and staffing requirements, expenditure and monitoring guidelines, and pupil and school safety. Presented tonight is the MOU for approval.

RECOMMENDATION:

Administration recommends approval of the MOU between ASES and San Diego County Superintendent of Schools for fiscal year 2014-2015.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

ASES is a self-supporting, fee-based program and will not impact the general fund.

STUDENT ACHIEVEMENT:

It is the District's intention to provide support for staff and students to meet educational and other relevant needs.

Motion: _____ Second: _____ Vote: _____ Agenda Item D.3.1.

MEMORANDUM OF AGREEMENT

This Agreement for the After School Education and Safety (ASES) is entered into this 1st day of July 2014 by and between the **San Diego County Superintendent of Schools** (herein known as "SDCOE" or "County") and *Santee School District* who agrees to provide the services in accordance with the provisions of the California *Education Code* (EC) sections 8484.7-8484.9. Failure to comply with the following grant rules, regulations, and policies may result in denial of the remaining grant amount and an invoice from the County to *Santee School District* for up to the entire grant amount allocated for the ASES Program. Any invoice from the California Department of Education (CDE) to the County due to *Santee School District's* failure to comply with grant rules, regulations and policies will result in the *Santee School District* reimbursing the full invoice amount(s) to the County within 30 days of submission of such invoice(s).

1. General Conditions:

ASES Program Hours of Operation and Attendance Requirements:

1. The After School Program will begin operation immediately upon the end of the regular school day and operate until at least 6:00 pm for a minimum of 15 hours per week, and on every "regular school day" and any day that students attend and instruction takes place.
2. For After School programs, provide program services for a minimum of three hours and at least up to 6:00 p.m. every regular school day. For Before School programs, provide program services for a minimum of 1 1/2 to 2 hours every school day as stipulated in the individual application.
3. Elementary students to participate every day that the after school component operates. Middle school **and**/or junior high school should participate a minimum of nine (9) hours a week and three (3) days a week to accomplish ASES after school component program goals.
4. Establish a policy for early release of students attending the ASES after school component needing to leave a program before closing which includes written parental permission stating the dates, times, and reasons for the early release. However, the after school component must remain open until at least 6:00 p.m.
5. Ensure that Elementary students participate in every day's activity that the ASES before school component is operational. Middle school or junior high school should participate a minimum of six (6) hours a week or three (3) days a week to accomplish program goals.
6. Establish a policy for late arrival of those students attending the ASES before school component needing to arrive late to the before school component of the program. This late arrival policy should include parental permission stating dates, times and reasons for the late arrival.
7. To ensure that subsequent ASES grant awards will not be reduced due to insufficient program attendance and performance, *Santee School District* must enforce the grant rules in compliance with **California Education Code 8483.7. (a) (1) (A)**. California Education Code 8483.7. (a) (1) (A) states: Each school that establishes a program pursuant to this article is eligible to receive a three-year direct grant, that shall be awarded in three one-year increments and is subject to semiannual attendance reporting and requirements as described in Section 8482.3 once every three years:
 - i. The CDE shall provide technical support for development of a program improvement plan for grantees under the following conditions:(I) If actual pupil attendance falls below 75 percent of the target attendance level in any year of the grant.(II) If the grantee fails, in any year of the grant, to demonstrate measurable outcomes pursuant to Section 8484.
 - ii. The CDE shall adjust the grant level of any school within the program that is under its targeted attendance level by more than 15 percent in each of two consecutive years.

- iii. In any year after the initial grant year, if the actual attendance level of a school within the program falls below 75 percent of the target attendance level, the CDE shall perform a review of the program and adjust the grant level as the CDE deems appropriate.

Failure to comply with **California Education Code 8483.7** shall result in a reduction of the ASES grant award allocations.

2. Web-Based Attendance and Daily Attendance Accountability Requirements.

1. In FY 14/15 *Santee School District* receiving ASES funds must implement the *City Span Web-based Attendance Tracking System* (www.youthservices.net/sandiego) for daily program attendance entry.
2. *Santee School District* must fully utilize the “*Automated Card Scanning*” capability for the system. The *City Span Web-based Attendance Tracking System* will ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with ASES Program California Education Code Section and the intent of the Early Release/Late Arrival Policies for students in the ASES program.
3. Use the web-based attendance system’s card scanning features to ensure that all students are counted for attendance purposes in compliance with *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1).
4. Should *Santee School District* choose not to implement the *City Span System Santee School District* must provide a description and demonstration of their attendance tracking system to SDCOE for review. All districts choosing not to use the SDCOE Web-based Attendance System must fully demonstrate that the attendance system they implement has the necessary capability to ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with ASES Program California Education Code Section and the intent of the Early Release/Late Arrival Policies for students in the ASES program. Also, all districts choosing not to use the City Span system must use daily automated attendance features that will ensure that all students that are counted for attendance purposed follow *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1). All non-City Span systems will be reviewed by SDCOE staff to ensure State Audit Guide and California Education Code compliance. Each district will be subject to site review of the attendance procedures at a minimum of 15 ASES programs. During the attendance review the district’s system must ensure that all Early Release/Late Arrival Policies as well as ensure that all students that are counted for attendance purposed follow *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1).
5. *Santee School District* will identify key staff members to participate in trainings provided by SDCOE/City Span for implementation of the new Card Scanning System.
6. In addition, *Santee School District* must monitor on a weekly basis that all student sign-in (AM Program) and sign-out (PM Program) times comply with the Early Release/Late Arrival times on file for each student.

3. Staffing Requirements:

1. *Santee School District* must ensure a student-to-staff ratio of no more than 20 to 1 at all ASES sites.
2. *Santee School District* must establish qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the District.
3. *Santee School District* shall be solely responsible for students, staff, and parents accessing ser-

vices under this Agreement. *Santee School District* certifies that it shall provide adequate supervision of the students, parents, staff, trainees and other providers, and that its staff will follow legal guidelines on reporting child abuse/neglect.

4. *Santee School District* must certify that all personnel providing services to students are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and that such personnel has already provided evidence of freedom from tuberculosis prior to starting service at the school site.
5. *Santee School District* must reserve the right to accept or reject the assignment of any personnel and the right to remove him/her from *Santee School District's* premises

4. State Mandated Data and Evaluation Requirements:

1. Participate in statewide evaluation process as determined by the CDE and provide all required information.
2. Respond to additional surveys or other methods of data collection that may be required throughout the duration of the program.
3. Annually provide participating pupils' regular school day and program attendance and STAR test results as requested by *Santee School District*.
4. To standardize procedures and collection tools developed for evaluation purposes.
5. Ensure the timely and accurate collection of data required to conduct the ASES program evaluations including but not limited to Annual Performance Reports.

5. Student Reimbursement Rate, Payment, and Program Expenditure Guidelines:

1. Distribute allocated funds to participating schools and ensure fiscal responsibility in accordance with CDE guidelines. This includes a reimbursement calculation formula that is consistent with CDE guidelines that provide for a rate of \$7.50 per student per day for PM (After School) reimbursement and a rate of \$5.00 per student per day for AM (Before School) reimbursement.
2. Allow participation of any student of a participating school regardless of their ability to pay.
3. Upon notification of overpayment of the ASES grant in excess of the grant award amount or request for reimbursement of unexpended ASES grant funds by the CDE, *Santee School District* will be required to return the entire amount of funding in question to the County (SDCOE).
4. Ensure that expenditures shall comply with all applicable provisions of state and local rules, regulations and policies relating to the administration, use, and accounting for public school funds, including, but not limited to, the EC.
5. Failure to comply with California Education Code 8483.7 shall result in a reduction of the ASES grant award during the current fiscal year or in subsequent years of the grant.

6. Federal Program Monitoring and Annual Program Audit Guidelines.

1. The *Santee School District* follows all fiscal and auditing standards required by the CDE. (EC §§ 8482.3(f)(5), 8484.8(b)(3),(4).).
2. Provide a copy of Federal Program Monitoring (FPM) and Annual Program Audit findings/exceptions to SDCOE relative to the administration of the ASES Grant Requirements per California State Education Code Sections 8482-8484.6 and the Standards and Procedures for Audits of California K-12 Local Education Agencies 2007-2008; Article 3.1. § 19846. After School Education and Safety Program.
3. Participate in Federal Program Monitoring (FPM) training as conducted by SDCOE.

7. Budget Restrictions

1. No more than 15% of the grant monies may be used for administrative costs (including indirect costs equal to the lesser of 5% of the grant amount or the agency's CDE approved indirect cost rate).
2. Each grantee must expend at least 85% of grant funding directly for pupils.
3. No more than 15% of the annual grant amount may be used for start-up costs in year one only.
4. Funds must supplement, not supplant, existing services. Programs cannot use ASES funds to pay for existing levels of service.
5. Only sites operating programs are eligible to claim administrative, operational, and/or start-up.
6. The LEA/grantee agency maintains an inventory record for each piece of equipment, with an acquisition cost of \$500 or more per unit that is purchased with state and/or federal funds. Also, The school district has conducted a physical check of the inventory of equipment within the past two years and has reconciled the result with inventory records. (34 CFR 80.32(d)(2).)
7. The record describes the acquisition by:
 - (a) Type
 - (b) Model
 - (c) Serial number
 - (d) Funding source
 - (e) Acquisition date
 - (f) Cost
 - (g) Location
 - (h) Current condition
 - (i) Transfer, replacement, or disposition of obsolete or unusable equipment
EC § 35168; 5 CCR 3946; 34 CFR 80.32(d)(I.)
8. To ensure that *Santee School District* follows all fiscal and auditing standards required by the California Department of Education (EC §§ 8482.3(f)(5), 8484.8(b)(3),(4).), *Santee School District* can be required to provide copies of the following documents to SDCOE:
 - Before and After School Program (BASP) contracts – for ASES subcontracts to provider agencies that operate Before and/or After School Programs.
 - BASP duty statements and/or job descriptions that are related to the cost that are associated with operating the BASP.
 - BASP expenditure reports at the district and/or site level that clearly demonstrate that the 85/15 requirement is met. These reports will be completed via the City Span Web-based Attendance and Fiscal Management System.
 - BASP line item budgets.
 - BASP time sheets, including time accounting methods.
9. Provide matching funds equal to or greater than one-third (33 percent) of the grant award amount.
10. Facilities and space usage provided for ASES Programs may not be more than 25 percent of the match requirement.
11. State categorical funds for remedial education activities may not be used to fulfill match requirements.

8. Additional ASES Program Operation Requirements.

1. Designate an ASES Contact person.
2. Ensure the designated ASES Contact attends the scheduled ASES District Contact meetings provided by the Region 9 Technical Assistance Center (RTAC), the After School Administrative Program Support Center (ASC), the Children's Initiative (CI), and the San Diego County Office of Education (SDCOE).
3. Operate the After School Education and Safety Program (ASES) to improve academic achievement and provide safe and healthy recreation and prevention activities for students at qualified school sites.
4. Commit resources to ensure the delivery of integrated, age-appropriate ASES programs.
5. Ensure that the program will include an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following core content subject areas: language arts, mathematics, history and social science, science and computer training.
6. The program will have an educational enrichment element that may include, but not limited to fine arts, recreation, health awareness, physical fitness and prevention activities. Such activities should be determined based on students' needs and interests.
7. Plan the program through a collaborative process that includes parents, youth, and representatives of participating public school sites, governmental agencies (e.g. city and county parks and recreation departments), local law enforcement, community organizations, and the private sector.
8. If the site is not located on a school campus, it must be as accessible and available as the school site with safe transportation being provided by *Santee School District* or designee to enrolled pupils.
9. Provide a snack that conforms to nutrition standards as established by the U.S. Department of Agriculture.
10. Provide information regarding the After School Program in a form and language that is easily understandable to all parents.
11. Each partner in the application will share responsibility for the quality of the program.
12. Collaborate and coordinate with the regular school day program.
13. Identify, assign, and maintain indoor/outdoor space at participating school sites that are to be utilized by the ASES program.
14. Notify the County in the event the district intends to close or relocate an ASES program school site, either temporarily or permanently.
15. All staff and volunteers will fulfill health screening and fingerprint clearance requirements in current law according to district policy.
16. Each ASES funded district will be responsible for the development of a FY 2014-2015 After School Program Plan as part of the San Diego ASES program Consortium. The District's ASES Program Plan template has been provided by the Region 9 Technical Assistance Center (RTAC). Working in collaboration with the District Contact, Site Coordinator, Site Principal and other CBO partnerships the district ASES program plan is due on October 30, 2014 to the Region 9 Lead.
17. District staff will review the ASES program plan annually and provide updates and/or revisions based on ASES program components, California Department of Education guidelines, identified district program changes based on grant reduction or new sites.
18. Each district ASES Program plan will identify FY 2014-2015 Attendance Goals described in Section VII of the San Diego Consortium After School Program Plan.
19. Ensure that ASES staff attends countywide, regional, and district training opportunities designed to maximize program effectiveness.

20. Host scheduled technical assistance site visits conducted by staff from RTAC, the After School Administrative Program Support Center (ASC) and the Children's Initiative.
21. Work with staff from RTAC, the After School Administrative Support Center (ASC), and the Children's Initiative to review site visitation and technical assistance reports and plan for continuous program improvement.
22. Ensure the proper record keeping and documentation of program activities and the timely submission of all required reports.
23. Contribute 2% from the grant funds to SDCOE for countywide program coordination, training, technical assistance and administrative support.

9. As the official Grantee of Record, the County will provide the following:

1. In coordination with *Santee School District*, inform statewide after school efforts impacting San Diego County by working with the California Department of Education, the Governor's Office, the Office of the Secretary of Education, the Department of Finance, the California State Legislature, and the California Advisory Committee on Before and After School Programs.
2. In coordination with *Santee School District*, educate and involve stakeholders and elected officials including: parents, government agencies, community organizations and the private sector in after school issues and efforts.
3. Serve as the fiscal, technical, and program liaison between the districts, school sites, and the California Department of Education regarding the ASES programs.
4. Establish and process Memoranda of Agreement (MOAs) with all districts providing after school services via ASES grants.
5. Maintain files of MOAs and invoices submitted by implementing districts.
6. Establish and maintain master files of ASES participants, funding levels, attendance, expenditures, allocations and payment transmittals.
7. Verify all ASES funding levels and allocations based on official records provided by CDE.
8. Ensure the timely collection of all required data and submission of evaluation reports, and incur the associated sub-contracted costs, as negotiated.
9. Develop, verify, and obtain appropriate signatures on all required ASES reports for submission to CDE.
10. Using information provided by CDE, prepare end of grant reconciliation reports and submit to CDE by the required deadlines.
11. Provide funding notification and payment distribution to districts in a timely manner.
12. Ensure that program goals are met efficiently and effectively.
13. Ensure that information on fiscal requirements is shared with all partners expediently.
14. Compile required annual progress reports and submit them in a timely manner.
15. Share data on program process and outcomes via District Contact meetings and Consortium Steering Committee meetings.
16. Convene, in coordination with *Santee School District*, meetings of after school stakeholders, as necessary.
17. Coordinate any publicity, press releases or media coverage of programs with *Santee School District* prior to release and distribution.
18. Identify and secure program support resources, including volunteer staff, for ASES program providers that garner cash and in-kind contributions to the Consortium equal to at least one-third of the total annual amount retained by County.
19. Ensure that all staff positions, project materials, or services funded with the 2% consortium fee directly provide and serve the county's ASES funded before and after school programs.
20. Provide training and technical assistance to districts in San Diego County in excess of those pro-

vided through the After School Administrative Support Center (ASC) and the Region 9 Regional Technical Assistance Center (RTAC) resources.

21. Ensure the development and maintenance of a web-based attendance reporting system for use of all consortium members for Phase I (District Monthly Attendance Reporting). Additionally provide Phase II (Daily Site Attendance Reporting) and Phase III (Student Uploading of data from Infinite Campus) as venues to participating districts.
22. Ensure consortium-wide program evaluation and the preparation of CDE required evaluation reports.
23. Conduct annual needs assessment and convene task forces for needed areas of program training, technical assistance, products and support.
24. With input from consortium members, develop protocols for site visits, information sharing, advocacy, public relations and marketing activities, and other events impacting after school programs.
25. Provide training and technical assistance in preparation for Federal Program Monitoring (FPM) visits from California Department of Education. This preparation will include mock site visits.

10. Terms and Conditions of the Grant Award

1. All statutes and regulations applicable to each program under which state funds are made available through this application will be met by the District in its administration of each site program. The district will follow its program plans as specified by the agency application.
2. *Santee School District* will make reports to the County as necessary to enable the County to perform its duties and will maintain such records and provide access to those records as the County deems necessary. The district shall maintain such records for at least five years after the completion of the activities for which the funds are used.
3. *Santee School District* will make any application, evaluation, periodic program plan, or report relating to each program available to parents and other members of the general public. (California Public Records Act, Government Code Section 6250 et seq.)
4. **Record revenues and expenditures for this grant as follows: for Standardized Account Code Structure (SASC) coding, use Resource Code 9065 and Revenue Object Code 8677. For expenses, use Goal 7111 – Non agency Educational appropriation function and object code where the funds are expended.**
5. This grant shall be administered in accordance with the provisions of California Education Code (EC) sections 8482-8484.6. Further, expenditures shall comply with all applicable provisions of federal, state and local rules, regulations and policies relating to the administration, use and accounting for public school funds, including, but not limited to, the Education Code of the State of California.
6. The grantee shall use these funds in accordance with the approved application.
7. If a program participant receives state funds to operate ASES in excess of the amount warranted due to the program failing to operate and the program serving fewer pupils than planned, raising an inadequate amount of matching funds, failing to expend funds fully or any other reason during the grant period, the county shall reduce any subsequent allocations by the amount equal to the overpayment.
8. If an ASES program site stops program operations, the county will bill the agency for the amount of the overpayment. If payment is not received within three months of the billing invoice date, any overpayment will be withheld from the next payment to the district.
9. *Santee School District* shall submit quarterly expenditure reports and program reports (including evaluation reports) as required. **FAILURE TO SUBMIT INTERIM REPORTS AS REQUIRED MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT. FAILURE TO SUBMIT AN ANNUAL EXPENDITURE REPORT WITHIN THREE**

MONTHS OF THE REPORTING DATE MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT.

10. FAILURE TO SUBMIT A FINAL EXPENDITURE REPORT WITHIN SIX MONTHS OF THE REPORTING DATE WILL RESULT IN A BILLING FROM THE CDE FOR THE ENTIRE AMOUNT OF ANY GRANT FUNDS ADVANCED AND POSSIBLE REDUCTION OF ANY SUBSEQUENT YEARS' GRANT (S).
11. *Santee School District* shall comply with the General Assurances attached to this MOA.
12. This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.
13. The CDE GRANT NO., FY, PCA, VENDOR NO., and SUFFIX as specified below will be used on all communications:



COHORT 6: CDE GRANT NO. 37-23939-1037-EZ FY 14/15: PCA : 23939
VENDOR NO. 1037: SUFFIX NO. EZ

11. PERIOD OF AGREEMENT

According to the terms of the ASES Program (ASES) grant, the term of this Agreement shall be July 1, 2014 through June 30, 2015.

12. COMPENSATION/COSTS AND PAYMENT SCHEDULE

The After School Education and Safety Programs are considered direct grants and CDE shall pay grantees (County) according to the following schedule authorized in Education Code 8482.4:

“The department shall allocate 65 percent of the first-year grant amount no later than 30 days after the grantee submits the grant award acceptance letter to the CDE. Of the remaining 35 percent of the grant, the CDE shall allocate 25 percent or more of the funds within the operational period of the program and may retain up to 10 percent of the total grant until all administrative requirements of the grant have been met.”

Program funds will be dispersed to *Santee School District* based on Education Code 8482.4 reimbursement from CDE. Annual ASES allocation(s) shall not exceed * \$192,682.95 for *Santee School District*.

Payments of the grant may actually differ from the granted amount as determined by CDE due to: 1) Non operation of a program at a school sites or non operation of a funded grant component. 2) The districts inability to expend the total grant award by the June 30, 2015 final expenditure deadline for all ASES grant funds as determined by CDE. 3) Any ASES program Audit Findings or Program Compliance issues that result in the reduction of grant award or repayment of expended ASES funding will be paid by *Santee School District*.

All payments will be made by SDCOE subsequent to actual receipt of funds from CDE.

* Reflected in the amount above is the subtraction of the 2% contribution of grant funds for county-wide program coordination, technical assistance and program support, as agreed herein. The 2% payments will be deducted after program funds have been deposited to the district via auditor transfer.

13. DISTRICT & COUNTY CONTACT PERSONS' NAMES & ADDRESSES

District Contact:

Karl Christensen
9619 Cuyamaca St.
Santee, CA 92071

County Contact:

Daymon Beach, Lead Coordinator
SDCOE, Learning & Leadership Services
6401 Linda Vista Road
San Diego, CA 92111
(858) 569-3133

14. CONFIDENTIALITY

1. This agreement, all communications and information obtained by *Santee School District* from the County Office relating to this agreement, and all information developed by *Santee School District* under this agreement, are confidential. Except as provided in Subsection 3, without the prior written consent of an authorized representative of the County, *Santee School District* shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, *Santee School District* shall inform the County, in writing, of the nature and reasons for such disclosure. *Santee School District* shall not use any communications or information obtained from the County for any purpose other than the performance of this agreement, without the County's written prior consent.
2. At the conclusion of the performance of this agreement, *Santee School District* shall return to the County all written materials constituting or incorporating any communications or information obtained from the County. Upon the County's specific approval, *Santee School District* may retain copies of such materials, subject to the requirements of Subsection 1.
3. *Santee School District* may disclose to any subcontractor, or County approved third parties, any information otherwise subject to Subsection 1 that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, *Santee School District* shall obtain the subcontractor's written agreement to the requirements of Subsection 1 and shall provide a copy of such agreement to the County.
4. *Santee School District* represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which relates to this agreement without the prior written approval of the County.
5. *Santee School District* obligation of confidence with respect to information submitted or disclosed to *Santee School District* by County hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

15. CONFIDENTIALITY OF SERVICES

Identities of all respondents including but not limited to staff, principal(s), parent(s), student(s) and individual responses on surveys in conjunction with this evaluation will be kept confidential by the Contractor. Reports generated will reflect aggregated data. No individual responses will be used. Contractor is not authorized to redistribute or share any data or information with any agency, entity or individual without the written consent of the County.

Contractor agrees to all of the following:

(a) Neither Contractor nor any of its Subcontractors shall disclose Private Information obtained from the County in the performance of this Agreement to any other Subcontractor, person, or other entity, unless one of the following is true:

(i) The disclosure is authorized by this Agreement;

(ii) The Contractor received advance written approval from the Contracting Department to disclose the information; or

(iii) The disclosure is required by law or judicial order.

(b) Notwithstanding any other provisions of law, any school district, including any county office of education or superintendent of schools, may participate in an interagency data information system that permits access to a computerized database system within and between governmental agencies or districts as to information or records which are non-privileged, and where release is authorized as to the requesting agency under state or federal law or regulation, if each of the following requirements are met:

- 1) Each agency and school district shall develop security procedures or devices by which unauthorized personnel cannot access data contained in the system.
- 2) Each agency and school district shall develop procedures or devices to secure privilege or confidential data from unauthorized disclosure.
- 3) Each school district shall comply with access log requirements of Section 49064.
- 4) The right of access granted shall not include the right to add, delete, or alter data without the written permission of the agency holding the data.
- 5) An agency or school district may not make public or otherwise release information on an individual contained in the database where the information is protected from disclosure or release as to the requesting agency by state or federal law or regulation.

(c) Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

(d) Any failure of Contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the County may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

16. TERMINATION FOR CONVENIENCE

1. The County may, by written notice to *Santee School District*, terminate this agreement in whole or in part at any time, for the County's convenience. Upon receipt of such notice, *Santee School District* shall:

- (1) Immediately discontinue all services affected (unless the notice directs otherwise) and
- (2) Deliver to the County all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by *Santee School District*

of such notice.

2. If the termination is for the convenience of the County, *Santee School District* shall submit a final invoice within 60 days of termination and upon approval by the County, the County shall pay *Santee School District* the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by *Santee School District* to implement the termination.
3. *Santee School District* shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to *Santee School District* in accordance with this section shall constitute the District's exclusive remedy for any termination hereunder. The rights and remedies of the County provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

17. TERMINATION FOR DEFAULT

1. The County may, by written notice to *Santee School District*, terminate this agreement in whole or in part at any time because of the failure of *Santee School District* to fulfill its contractual obligations. Upon receipt of such notice, *Santee School District* shall:
 - (1) Immediately discontinue all services affected (unless the notice directs otherwise) and
 - (2) Deliver to the County all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by *Santee School District* of such notice.
2. If the termination is due to the failure of *Santee School District* to fulfill its contractual obligations, the County may take over the services, and complete the services by contract or otherwise. In such case, *Santee School District* shall be liable to the County for any reasonable costs or damages occasioned to the County thereby.

18. INDEPENDENT CONTRACTOR

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, *Santee School District* is acting as an independent contractor and not as an officer, agent, or employee of the County.

19. HOLD HARMLESS

Santee School District agrees to hold harmless, defend, and to indemnify the County, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, *Santee School District* performance, or lack thereof, under this Agreement.

20. WORKERS' COMPENSATION

Santee School District shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or *Santee School District* shall sign and file with the County the following certificate:

“I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement.”

21. NON-FUNDING

Notwithstanding any of the foregoing provisions, if for any fiscal year of this Agreement the San Diego County Board of Education fails to appropriate or allocate funds for future periodical payments under this Agreement, the County will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated, and may terminate this Agreement with 30 days’ written notice.

22. AUDIT

Santee School District agrees to maintain and preserve until five years after termination of the Agreement with the County, and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

23. INSURANCE REQUIREMENTS

Santee School District must ensure that it shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the Superintendent of Schools from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Amounts of Insurance:

General Liability Comprehensive form - Products/Completed Operations	Bodily Injury and Property Damage	<u>\$1,000,000</u> Amount
Auto Liability Comprehensive form - Owned, Non-owned Hired	Bodily Injury and Property Damage Combined	<u>\$1,000,000</u> Amount

Santee School District shall file, with the County, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

24. GOVERNING LAW/VENUE SAN DIEGO

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

25. COMPLIANCE WITH LAW

Santee School District shall be subject to, and shall comply with, all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, and purchasing practices, and wages, hours, and conditions of employment, including non-discrimination.

26. FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by the County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

27. TOBACCO-FREE FACILITY

The County is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of County Office property.

28. PUPIL SAFETY / SCHOOL SAFETY ACT

Pupil Safety/School Safety Act: The *Santee School District* Program Manager shall determine the Contractor/Provider's level of contact with pupils from the following two (2) choices, by inserting an **X** below:

_____ The Contractor/Provider will have "**limited contact**" with pupils and the Contractor/Provider may be required to do one or more of the following to protect pupils:

1. Prohibit Contractor/Provider's employees from using student restroom facilities,
2. Perform work when school is not in session,
3. Provide security patrols or supervision,
4. Restrict Contractor/Provider's employees' access to site grounds, and/or
5. Provide badges or other visible means of Contractor/Provider's identification.

X _____ The Contractor/Provider will have "**greater than limited contact**" with pupils and the Contractor/Provider shall require their employees, including the employees of any subcontractor, who will provide these services, to submit their fingerprints in order to conduct a criminal background check per Education Code §45122.1. The Contractor/Provider shall not permit any employee, including the employees of any subcontractor, to perform services under this contract until:

1. The Department of Justice has determined that these employees have not been convicted of, or have charges pending for a defined felony.

2. The Contractor/Provider has **certified in writing** to the *Santee School District* Program Manager that the employer and all of these employees have not been convicted of, or do not have charges pending for a defined felony.


By (Authorized Signature)

10.7.14
Date

Name (Type or Print)

Title

29. ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

COUNTY

DISTRICT

**SAN DIEGO COUNTY
SUPERINTENDENT OF SCHOOLS**

Santee School District


By (Authorized Signature)


By (Authorized Signature)

Lora Duzyk
Name (Type or Print)

Name (Type or Print)

Assistant Superintendent, Business Services
Title

Title

9-30-14
Date

Date

95-6002872
Federal I.D. No./Social Security #

**San Diego County Office of Education
Funding Status per School
2014-15**

Grant Number	District Name	CDSCode	School Name	School Type	Sub Program	Amount Awarded
37-23939-1037-EZ	Santee Elementary	37683616040380	PRIDE Academy at Prospect Avenue	E	After School Base	\$112,500.00
37-23939-1037-EZ	Santee Elementary	37683616040380	PRIDE Academy at Prospect Avenue	E	After School Supplemental	\$33,750.00
37-23939-1037-EZ	Santee Elementary	37683616040380	PRIDE Academy at Prospect Avenue	E	Before School Base	\$35,717.65
37-23939-1037-EZ	Santee Elementary	37683616040380	PRIDE Academy at Prospect Avenue	E	Before School Supplemental	\$10,715.30
					TOTAL GRANT AMOUNT	\$192,682.95
					GRANT AMOUNT, LESS 2%	\$188,829.29

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/09/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB&T-John Burnham Ins Services 750 B Street Suite 2400 San Diego, CA 92101 619 231-1010	CONTACT NAME: Terrie Carney PHONE (A/C, No, Ext): 619 525-2836 FAX (A/C, No): 8883281310 E-MAIL ADDRESS:																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>San Diego County Schools Risk</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>Permissively Self-Insured</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td>Allied World National Assurance</td> <td>10690</td> </tr> <tr> <td>INSURER D:</td> <td>ARCH Specialty</td> <td>21199</td> </tr> <tr> <td>INSURER E:</td> <td>Continental/Great American</td> <td>20443</td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	San Diego County Schools Risk		INSURER B:	Permissively Self-Insured		INSURER C:	Allied World National Assurance	10690	INSURER D:	ARCH Specialty	21199	INSURER E:	Continental/Great American	20443	INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
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INSURER F:																					
INSURED San Diego County Schools/JPA Santee School District 9625 Cuyamaca Street Santee, CA 92071-2674																					

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$500,000 SIR <input checked="" type="checkbox"/> Professional Liab* GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			SDJPA070114	07/01/2014	07/01/2015	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$10,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$500,000 SIR UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SDJPA070114	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	JPA MEMORANDUM OF COVERAGE 60 Days Notice of Cancellation	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Blanket Property			030567751N	07/01/2014	07/01/2015	\$5,000,000/\$100,000 SIR
D	Blanket Property			ESP005485701	07/01/2014	07/01/2015	\$20,000,000 XS \$5M
E	Blanket Property			PSR4014305929	07/01/2014	07/01/2015	\$225,000,000 XS \$25M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate is subject to policy limits, conditions and exclusions. Policy A placed by General Reinsurance Corporation reinsurance program over Named Insureds MOC approved Self-Insurance Program. Property pol incl Special Form/Replacment Cost. 90 Day NOC except 10 Days for Non Payment.
 Re: After School Education and Safety Program (ASES)-Grant #37-23939-1037-EZ. San Diego County Superintendent of Schools is additional insured (general liability policy) per attached form.

CERTIFICATE HOLDER San Diego County Superintendent of Schools 6401 Linda Vista Road, Bldg 300 San Diego, CA 92111	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Marcia Ann Schillo</i>

**SAN DIEGO COUNTY SCHOOLS RISK MANAGEMENT JOINT POWERS
AUTHORITY (SDJPA)
Additional Insured Endorsement**

WHO IS A COVERED MEMBER (Per section 11 item 3 of the MOC – Memorandum of Coverage)

Any person(s), entity(ies), or organization(s) you are required by a covered member contract to include as an **additional insured** solely with respect to **bodily injury and property damage** and arising out of:

- a. Premises leased, used or occupied by you;
- b. **Automobiles** leased or rented by you;
- c. Equipment owned, leased or rented by you;
- d. Mortgagees and Loss Payees of a **Covered Member**; or
- e. Property owners and property managers of property owned, leased, rented or occupied by you

However, the additional insured status and coverage does not apply to:

- (1) Any **occurrence** which takes place prior to or after you cease to occupy the premises as stated in the **covered contract**;
- (2) Any structural alteration, new construction or demolition operations performed by or on behalf of the additional insured;
- (3) Any **wrongful act, employment practices wrongful act or employee benefit wrongful act**.

This coverage will be further limited to the extent and Limits of Liability required by the **covered member contract** and will not increase the limits stated in **SECTION III-LIMIT(S) OF COVERAGE** nor alter any of the terms of coverage stated in this MOC. The **covered member contract** must be effective and executed prior to a covered **occurrence**.

San Diego County Schools Risk Management Joint Powers Authority.
#SDJPA070114 July 1, 2014 to July 1, 2015

RE: San Diego Superintendent of Schools is additional insured per this form.

MOC Effective 7.1.14

Consent Item D.3.2.

Ratification of Amended Nonpublic School Master Contract with Aseltine School for Nonpublic School Services

Prepared by Dr. Stephanie Pierce
October 21, 2014

BACKGROUND:

At times, students with disabilities require enrollment in an alternative educational setting (i.e., nonpublic school) due to their specific needs and to demonstrate educational progress. The District contracted with Aseltine School for nonpublic school services in the 2013-2014 school year.

On May 20, 2014, the Board of Education approved the Nonpublic School Master Contract with Aseltine School for nonpublic school services for three (3) students. Since that time, another student requires enrollment in this alternative educational setting due to significant behavioral needs.

RECOMMENDATION:

Administration recommends the Board of Education ratify the amended Nonpublic School Master Contract with Aseltine School. The Nonpublic School Master Contract will be available at the Board Meeting for review.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The cost of the original Nonpublic School Master Contract was \$113,136. This amendment increases the cost by \$32,504, for a total cost of \$145,640. The terms of this Master Contract are as follows:

Aseltine School	Number of Students	Duration of Service	Cost per Day	Total Cost
Original Cost	3 students	7/1/14–6/30/15 (210 days) including ESY instruction	\$179.58	\$113,136
	1 student	10/13/14-6/30/15 (181 days) including ESY instruction	\$179.58	\$32,504
GRAND TOTAL				\$145,640

STUDENT ACHIEVEMENT:

Some students require alternative settings to demonstrate educational progress.

Motion: _____ Second: _____ Vote: _____ Agenda Item D.3.2.

Consent Item D.4.2. Adoption of Resolutions Authorizing Teacher Services –
Education Code Sections 44256(b), 44258.2, and 44263

Prepared by Tim Larson
October 21, 2014

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 2014-15 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.

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 D.4.2.

Education Code 44256 (b)

<u>NAME</u>	<u>SCHOOL</u>	<u>SUBJECT TAUGHT</u>	<u>RESOLUTION FIELD</u>
Lawrence Barbary	Cajon Park	Math	Math
John Beacom	Cajon Park	Physical Science	Science
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	Math	Math

Education Code 44258.2

<u>NAME</u>	<u>SCHOOL</u>	<u>SUBJECT TAUGHT</u>	<u>RESOLUTION FIELD</u>
None			

Education Code 44263

<u>NAME</u>	<u>SCHOOL</u>	<u>SUBJECT TAUGHT</u>	<u>RESOLUTION FIELD</u>
Kathryn Ducharme	Carlton Hills	Spanish	Spanish
Cameron Williams	Carlton Oaks	Language Arts	English
Cynthia Journeay	Rio Seco	Language Arts	English
John Journeay	Hill Creek	Art	Art

Consent Item D.4.3. Adoption of Proclamation Endorsing Drug Awareness Week, October 23 – 31, 2014

Prepared by Tim Larson
October 21, 2014

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 23 – 31, 2014 as Drug Awareness Week/Red Ribbon Week.

Red ribbons and satin ribbon chains will be hung on school fences as well as a variety of events acknowledging Drug Awareness Week/Red Ribbon Week will be held at school sites. Schools will be celebrating through the month of October. Below is a list of some of the events that have been held at school sites in the past:

- “Sock It To Drugs” (students wear crazy socks)
- STOMP (the performing group) for grades 3-8
- “Pledge to Keep Your Hands off Drugs” (wear red clothing)
- “From Head to Toe I am Drug Free” (crazy socks and hair)
- “Don’t Ruin Your Dreams by Doing Drugs” (wear pajamas)
- McGruff the Crime Dog (all students pledge to be drug-free and get wristbands)
- Twin Day: “Good Friends Don’t Let Friends Do Drugs” (wear matching clothes)
- Drug awareness magic show
- “Hocus Pocus, Drugs Are Not Our Focus!” (wear appropriate “red” costume)
- “Don’t Get Mixed Up with Drugs!” (wear mix/match clothes)

RECOMMENDATION:

It is recommended that the Board of Education adopt of the proclamation declaring the week of October 23 – 31, 2014 as Drug Awareness Week/Red Ribbon Week.

FISCAL IMPACT:

Site purchase of Red Ribbon Week materials is provided by PTA and community 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 D.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 23 – 31, 2014; 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 23 – 31, 2014 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 21st day of October 2014.

Ken Fox, President

Dustin Burns, Vice-President

Barbara Ryan, Clerk

Dianne El-Hajj, Member

Elana Levens-Craig, Member

Dr. Cathy A. Pierce, Superintendent

BACKGROUND:

With the recent implementation of the Digital Learning Initiative and anticipated distribution of iPads to student in grades 3-5, the technology department is in need of clerical support to compile, assemble, organize, record and process a variety of departmental forms in preparation of iPad distribution. For this purpose, administration is requesting five (5) additional clerk typist positions as needed for up to 8.0 hours per day, per position, from October 22 – December 31, 2014.

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

RECOMMENDATION:

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

- Up to five (5) Clerk Typist II positions as needed for up to eight (8) per day, per person, from October 22 – December 31, 2014

FISCAL IMPACT:

The estimated fiscal impact to the General Fund will be \$19,000.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.4.

Consent Item D.4.5. Approval to Increase Work Hours for Identified Classified
Non-Management Position

Prepared by Tim Larson
October 21, 2014

BACKGROUND:

Due to fluctuating enrollment in the Out-of-School Time Program at Pepper Drive School site, administration is requesting to increase work hours for an Out-of-School Time Assistant Site Lead position from *3 hours and 45 minutes* per day to *3 hours and 55 minutes* per day to provide additional support.

If approved, the 3 hours and 55 minutes per day position will be filled in accordance with Article 14 of the California School Employees Association (CSEA) collective bargaining agreement.

RECOMMENDATION:

It is recommended that the Board of Education approve to increase work hours for the following position effective October 22, 2014:

- Increase one (1) Out-of-School Time Assistant Site Lead position from 3 hours and 45 minutes per day to 3 hours and 55 minutes per day.

FISCAL IMPACT:

The annual cost to increase work hours for the Out-of-School Assistant Site Lead position will be \$660 and will be paid by the fee-based program.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.5.

Item E. DISCUSSION AND/OR ACTION ITEMS

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

BACKGROUND:

Annually, the Board evaluates the performance of the Superintendent based on performance objectives established by the Board of Education and the Superintendent, as provided in the Superintendent's contract. On October 7, 2014 the Board met in closed session to complete its responsibilities for the annual evaluation of the Superintendent, Dr. Cathy Pierce. At the meeting the Board discussed an increase in the base salary of the Superintendent that would be comparable to average base salary of Superintendents of similar size districts across the County and other modified terms of the Superintendent's contract as listed below:

- The term of the contract is July 1, 2014 – June 30, 2017.
- Monthly mileage/expense stipend increased to \$1,000.
- Sick days increased to two (2) days per month.
- Annual base salary increased to \$201,058.
- Longevity bonus of three percent (3%) of base salary every five (5) years on anniversary of hire date.

RECOMMENDATION:

It is recommended that the Board take action to approve the modifications to the Superintendent's contract as listed above and to be effective as of July 1, 2014. A draft of the revised contract is attached, which includes the listed modifications, and will be finalized and signed upon Board approval of these modifications.

FISCAL IMPACT:

The fiscal impact from these contract modifications is \$11,658 and is paid from the general fund.

STUDENT ACHIEVEMENT IMPACT:

Effective leadership leads to excellence in student learning and student achievement.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.1.1.

**CONTRACT FOR EMPLOYMENT OF SUPERINTENDENT BETWEEN
SANTEE SCHOOL DISTRICT
AND
CATHY A. PIERCE**

THIS CONTRACT is hereby made and entered into on the date noted below, by and between the BOARD OF TRUSTEES (“Board”) of the SANTEE SCHOOL DISTRICT (“District”) and Cathy A. Pierce (“Superintendent”).

NOW, THEREFORE, it is hereby agreed as follows:

1. Superintendent, Chief Executive Officer, and Secretary for the Board

Dr. Cathy Pierce is hereby employed as the District’s Superintendent. The Superintendent shall also be the Chief Executive Officer of the District and shall serve as Secretary to the Board.

2. Term of Employment

The term of this Contract shall be from July 1, 2014 through June 30, 2017.

Should the Superintendent receive a satisfactory evaluation pursuant to this Agreement, or should the Superintendent not receive a formal evaluation at all during any school year, this Agreement will be automatically extended for an additional year, so long as the term of the Agreement does not at any time exceed four (4) years.

3. General Terms and Conditions of Employment

This Contract is subject to all applicable laws of the State of California, the rules and regulations of the California State Board of Education and the District. Said laws, rules and regulations are hereby made a part of the terms and conditions of this Contract as though herein set forth.

4. Powers and Duties

Consistent with the powers and duties set forth in Education Code Section 35035, the Superintendent shall perform all of her powers and duties in accordance with the laws, rules and regulations set forth herein. All powers and duties legally delegated to the Superintendent are to be executed in accordance with the policies adopted by the Board. Acts which require ratification by the Board shall be referred to the Board at the earliest opportunity.

The Superintendent’s duties and functions shall include serving as the Chief Executive Officer of the District as described by District policy. The Superintendent shall be delegated all powers and duties necessary for efficient management and administration of the District to the full extent permitted by law. The Superintendent shall have the authority to organize and arrange the administrative and supervisory staff; including instruction, business and operational affairs, which in her judgment best serve the District subject to approval by the Board. The responsibility for selection, placement and transfer of existing personnel shall be vested in the Superintendent. Employment of new personnel

will be recommended by the Superintendent subject to approval by the Board. In the event the Board does not approve the Superintendent's personnel recommendations, the Superintendent shall submit an alternative recommendation.

5. Board-Superintendent Relations

The Superintendent will work with the Board in developing and maintaining a spirit of cooperation and teamwork in which the Board will accept responsibility for formulating and adopting policy and for taking action on matters which by law, require Board action. Administrative responsibility and commensurate authority for administering the school system will be delegated by the Board to the Superintendent.

The Board recognizes that it is a collective body and each Board member recognizes that his/her power as a Board member is derived from the collective deliberation and action of the Board as a whole in a duly constituted meeting. Individual Board members will not give direction to the Superintendent or any staff member regarding the management of the District or the solution of specific problems. It is agreed that the Board, individually and collectively, will refer promptly to the Superintendent for study and recommendation, criticism, complaints and suggestions brought to the attention of the Board or any member thereof.

The Board shall provide the Superintendent with periodic opportunities to discuss Board-Superintendent relationships as they relate to the Board's productivity and the effectiveness of the Superintendent's leadership. As a part of this process, when it is deemed necessary to either the Board or the Superintendent, an outside advisor may be retained to facilitate this process.

The Board shall hold the Superintendent accountable to manage the District consistent with the approved policies, which establish the Board's expectations. It is through Board policy and official Board action that the Board gives direction to the District.

The Superintendent will be held responsible for establishing programs and services and for managing the District to meet the Board's expected outcomes including the provision of data from which the Board can evaluate the District's achievements. Thus, the Board by exercising its governance and policy-making role can be assured that it determines what it is the District should accomplish and whether, in fact, the District is accomplishing it.

6. Evaluation

In communication with the Board, the Staff and the Community, the Superintendent shall develop and submit to the Board before the beginning of each school year an analysis of the needs of the District and her recommendation as to the priority goals and tasks to be addressed. These priority goals and tasks will be considered by the Board, modified as the Board deems necessary and approved, if appropriate, by the Board as the District's priority goals and objectives.

The Board shall formally evaluate and assess in writing the performance of the Superintendent at least once a year, with a mid-year oral progress assessment. The mid-year progress assessment shall take place prior to January 31st of each year unless another date is agreed upon by the Board and the

Superintendent. The annual evaluation will be in writing and completed by July 30th of each year unless another date is agreed upon by the Board and the Superintendent. The Board shall establish a special meeting to discuss this written evaluation prior to July 30th of each year unless another date is agreed upon by the Board and the Superintendent. The Superintendent's evaluation shall be based upon the duties as agreed to in this contract and the yearly goals and tasks agreed to in the prior paragraph.

7. Salary

Beginning July 1, 2014, the Superintendent's annual base salary shall be two hundred one thousand fifty-eight dollars (\$201,058). The Superintendent also will receive annual compensation in the amount two thousand dollars (\$2,000) for her doctorate. The annual salary shall be paid in twelve (12) substantially equal monthly installments. Minimally, the Superintendent shall receive an automatic increase in salary equivalent to any increase negotiated with other District employees. Such salary increases must be consistent with existing law. Salary increases beyond this minimum will be considered by the Board based on annual performance. Any adjustment in salary during the term of this Contract shall be in the form of an amendment, and shall not operate as a termination of this Contract. All increments and increases applicable to service of less than one full year will be prorated.

The Superintendent entered into employment on November 1, 2012. On the fifth (5th) anniversary of her hire date (November 1, 2017), the Superintendent's shall receive longevity bonus equal to three percent (3%) of her base salary for 2017-18.

8. Fringe Benefits, Retirement, Professional Schedule and Vacation

The Superintendent shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this Contract or a portion thereof, provided, however, that the Superintendent shall be entitled to thirty-five (35) days of annual vacation with pay, exclusive of holidays as defined in Sections 37220 and 37221 of the California Education Code, and any additional local holidays granted by the Board to twelve-month management employees of the District. Vacation requests should be given to the Board as far in advance as possible.

The Board prefers that the Superintendent take her allotted annual vacation days; however, it is recognized that there may be unforeseen circumstances, which may inhibit the Superintendent from taking all vacation days during the school year. Therefore, for the duration of this Contract, unused and unpaid vacation days may be allowed to accrue to a maximum of thirty-five (35) days, at which time accrual shall cease until the amount of earned and unused days drops below 35.

In the event of termination of this Contract, the Superintendent shall be entitled to compensation for unused vacation at her salary rate in the year of termination of this Contract. In no case shall more than thirty-five (35) days of unused vacation be paid at the expiration or termination of this Contract.

The Superintendent shall be provided all health and welfare benefits which are provided the District management personnel. Excess benefit dollars not used for benefits will be received in cash and/or may be applied toward other District offered benefits. If the Superintendent is covered under

another group health plan and elects to waive their medical coverage they will receive \$900 per benefit year, paid in equal installments, in January through June and September through December.

Upon retirement, the Superintendent and spouse shall have the option to continue in the health insurance benefits program in effect at the time of retirement. The District shall pay the Superintendent's health insurance benefits up to the maximum annual District contribution for eligible certificated employees, to age sixty-five (65) or when eligible for Medicare, whichever occurs first. At age 65 and thereafter, the Superintendent and/or spouse, at their own cost, may continue dental benefits already in effect which are provided or made available to the District's certificated management personnel, subject to eligibility requirements of the carrier.

The Superintendent shall be provided with two (2.0) days per month sick leave, credited in advance. Earned sick leave may be accrued and accumulated as provided by the Education Code and Board rules and regulations.

9. Expenses

The District shall reimburse the Superintendent for all actual and necessary expenses incurred and paid by the Superintendent in the conduct of her duties on behalf of the District; the Superintendent will submit itemized claims for such expenses and such items claimed must be a proper use of District funds. The Superintendent may submit mileage claims pursuant to Board policies for District travel outside the county.

Superintendent shall receive one thousand dollars (\$1,000) per month to use for the purpose of maintaining an automobile to be used by Superintendent in connection with the services required of Superintendent under this Agreement.

The District encourages the Superintendent to participate in professional organizations and activities. The District shall pay the Superintendent's membership dues in AASA (American Association of School Administrators), ACSA (Association of California School Administrators), one local service club (not to include club member fines which may be assessed), and other professional or community organizations as may be approved by the Board.

The Superintendent may attend professional meetings at the local, county and state levels. Prior approval of the Board shall be obtained when the Superintendent attends out-of-state functions, and all actual and necessary expenses of attendance shall be paid by the District. In case of emergency attendance requirement, the President of the Board will be notified, and the expenses will be ratified at the next appropriate Board meeting.

The Superintendent may engage in outside professional activities, such as consulting, speaking, and writing, providing such activities do not interfere with the Superintendent's duties.

10. Medical Examination

The Superintendent shall have a comprehensive pre-employment medical examination, and thereafter, an annual medical examination not later than May 1 of each year. The examination shall be conducted by the Superintendent's primary care physician. Following each annual examination,

although no personal medical information or diagnosis will be disclosed, a written 3-4 sentence statement from a California licensed physician will be provided in a letter to the Board President indicating whether the Superintendent is fit to perform the regular and essential duties of her position. The costs of any examination shall be paid by the Superintendent's health insurance.

11. Termination of Contract

(a) Material Breach:

The Superintendent shall fulfill all aspects of this Contract. Throughout the term of this Contract, the Superintendent shall be subject to discharge for cause. As such, the Board may terminate this Contract at any time during the term thereof in the event of a material breach thereof by the Superintendent. In the event of termination as a result of material breach by the Superintendent, the Superintendent shall not be entitled to any compensation pursuant to or as a result of termination. Prior to discharge for cause, the Superintendent shall be provided with a written statement of charges and given an opportunity to respond orally or in writing to such charges. The Superintendent shall be entitled to appear personally before the Board to present any evidence or testimony to contest the statement of charges. The format will not be that of an evidentiary hearing. If the Superintendent chooses to be accompanied by legal counsel at such meeting, the Superintendent shall bear any cost therein involved. The Superintendent shall be provided a written decision setting forth the decision of the Board. The decision of the Board shall be final and this Contract will terminate as of the date of that decision.

(b) Termination by Superintendent:

Notwithstanding any other provisions of this Contract, the Superintendent shall have the option to terminate this Contract by providing the Board with a written notice of intent to terminate. This notice shall be provided no less than sixty (60) days prior to said termination date. The Superintendent and Board may mutually agree to a termination notice of less than sixty (60) days.

(c) Termination Without Necessity of Specifying Cause:

Notwithstanding any other provisions of this Contract, the Board, at its sole discretion, may without cause terminate this Contract. If the Board elects the option to terminate the Contract without cause, it shall pay the Superintendent the lesser of an amount equivalent to the Superintendent's base salary, less all deductions required by law, for eighteen (18) months remaining on the Contract or the salary of the remainder of the Contract, if such remainder is less than eighteen (18) months. The calculation for purposes of the lump-sum payment shall be based upon the rate of salary in effect on the date of the Notice of Termination. Payments shall be made in monthly increments upon the receipt of the Superintendent's monthly written statement on a form provided by the District that she has not engaged in other compensated employment for the month for which the payment is made. Excluded from this limitation shall be compensation for any consulting or teaching work in which the Superintendent was engaged at the time of the Board's exercise of its rights under this paragraph.

In no case, upon termination of this Contract, shall the maximum cash settlement exceed an amount equal to the monthly base salary of the Superintendent multiplied by 18.

Pursuant to Government Code section 53243.3 any cash settlement related to a termination shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving an abuse of her office or position.

12. Renewal & Amendment of Contract

This Contract may be renewed or amended at any time by mutual consent of the parties, provided the renewal or amendment is reduced to writing and signed by both parties.

13. Merger: Savings Clause

This Contract represents the entire Contract and understanding of the parties, and supersedes any and all prior Contracts and understandings, whether oral or written, between the parties. This Contract may be modified or extended only by mutual written Contract subscribed by the parties hereto. Should any provision of this Contract be held invalid or unenforceable, the remaining provisions shall remain binding and effective.

The undersigned have read this Contract and voluntarily consent to bind themselves (or their respective parties) to these terms and conditions.

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on the 21st day October, 2014 in Santee, California.

BOARD OF TRUSTEES OF THE SANTEE SCHOOL DISTRICT

_____	_____
Ken Fox, President	Dianne El-Hajj, Member
_____	_____
Dustin Burns, Vice President	Elana Levens-Craig, Member
_____	_____
Barbara Ryan, Clerk	Governing Board Approval Date

I hereby accept this offer of employment and agree to comply with each and every condition thereof, and to perform faithfully all of the duties of employment of Superintendent and Chief Executive Officer of the Santee School District and Secretary to the Board of Education.

Signature: _____ Date of Acceptance: _____
Cathy A. Pierce, Ed.D.

Discussion and/or Action Item E.2.1.
Prepared by Karl Christensen
October 21, 2014

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

BACKGROUND:

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

Administration has been working with the President of the Lakeside AYSO to develop an eventual Agreement. At the October 7, 2014, Administration presented a draft of that agreement to obtain Board input and direction. Additional revisions were made to the Agreement in response to Board direction. A revised draft is presented tonight for consideration.

RECOMMENDATION:

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

This recommendation supports the following District goal:

Learning Environment

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

Fiscal Accountability

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

FISCAL IMPACT:

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

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.1.

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

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

RECITALS

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

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

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

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

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

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

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

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

Therefore, the PARTIES hereby agree as follows:

TERMS

1. PRE-CONSTRUCTION AND FUNDING PURSUIT PHASE

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

2. CONSTRUCTION PHASE

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

3. OCCUPANCY AND USE PHASE

- a. In the event that the CONSTRUCTION PHASE is completed, the following terms shall apply:
- i. To ensure sufficient establishment of the PD Joint Use Field grass, DISTRICT shall have sole discretion for determining the first day when the PD Joint Use Field is available for LEAGUE use (“LEAGUE First Use”).
 - ii. School Hours shall be defined as any time during which DISTRICT is preparing for, operating, or concluding its normal educational programs. These times generally refer to Monday through Friday from 6am to 3:30pm, exclusive of school holidays and break periods, but actual times are subject to change at the DISTRICT’s sole discretion.
 - iii. DISTRICT shall have the sole and exclusive right to use the PD Joint Use Field during School Hours, and for other scheduled DISTRICT operated or supported activities which may occur outside of School Hours.
 - iv. LEAGUE shall have use of the PD Joint Use Field at times not defined in sections 3.a.ii and 3.a.iii above (“Non-School Hours”) subject to the following conditions:
 1. The PARTIES agree that one of the intentions of this AGREEMENT is to provide benefits to students attending DISTRICT schools, including Pepper Drive School. LEAGUE shall coordinate scheduling of the PD Joint Use Field through the Santee Sports Council (“Sports Council”) and include Sports Council teams and Other AYSO Regions defined in section 1.f in the established schedule for field use (“Field Use Schedule”) in a balanced manner.
 2. LEAGUE shall complete and submit Use of Facilities forms with evidence of insurance to the Sports Council in accordance with submission schedules and procedures established by the Sports Council. The Use of Facilities form shall include the days of the week and blocks of time to be reserved for LEAGUE use.
 3. DISTRICT shall have the right to impose reasonable restrictions or periods of non-availability for the PD Joint Use Field due to

condition, renovation/repair plans, or other extenuating circumstances.

4. LEAGUE shall schedule practices and games in an organized and efficient manner being mindful that strategic scheduling can help maintain the PD Joint Use Field in good condition at all times and mitigate traffic congestion in the neighborhood and parking lots. As a general guideline, LEAGUE may develop the Field Use Schedule in a manner which affords LEAGUE at least 50% of the scheduled Non-School Hours for their use.
 5. Any other leagues, organizations, or entities expressing a desire to the LEAGUE to use the PD Joint Use Field during Non-School Hours shall be directed by the LEAGUE to the Sports Council for consideration and scheduling.
- v. The PARTIES understand that the DISTRICT has installed a deep water well to provide irrigation for the PD Joint Use Field (“Water Well”) and that the DISTRICT has no other viable method for providing irrigation for the PD Joint Use Field.
1. DISTRICT shall provide water for the PD Joint Use Field only in an amount needed for ongoing sustainment of the field. This amount shall be determined by the DISTRICT and may vary depending on conditions, initial start-up, or reseeding.
 2. DISTRICT shall be responsible for installing and maintaining all pipes, valves, sprinkler heads, and other necessary elements for a smooth functioning irrigation system.
 3. DISTRICT reserves the right to suspend LEAGUE use of the PD Joint Use Field, or terminate this AGREEMENT in accordance with the provisions of Section 4.b of this AGREEMENT, in the event that circumstances beyond the DISTRICT’s control result in cessation of the Water Well thereby making the PD Joint Use Field unusable. These circumstances include, but are not limited to, the underground water source drying up, water authority action or dispute, or catastrophic events.

vi. LEAGUE shall not erect any permanent or semi-permanent structures on, or construct improvements to, the PD Joint Use Field (“Improvements”) without prior, written consent of DISTRICT. This includes, but is not limited to; field lights, electrical connection, scoreboards, bleachers or self-contained seating, booths, or snack bars.

1. Requests for Improvements shall be submitted to the DISTRICT Director, Maintenance and Operations prior to commencement of any work.

2. LEAGUE understands that in some cases, Improvements may require submittal to, and approval of, the Division of State Architect or other Federal, State, or Local agencies (“Agency Approval”).

3. If approved by DISTRICT, all costs for constructing Improvements, including fees associated with Agency Approval, shall be paid for by LEAGUE.

4. LEAGUE shall be responsible for maintenance of any Improvements, including repair and graffiti removal. In addition, any work or costs associated with operation of the Improvements (e.g. light bulbs, painting, electricity, etc.) shall be the responsibility of LEAGUE.

5. LEAGUE shall provide advance notice to DISTRICT of any contract workers LEAGUE may be bringing on school property.

- a. LEAGUE shall cooperate with DISTRICT in the scheduling of contract work to occur on school grounds to ensure DISTRICT’s compliance with Education Code provisions governing fingerprinting and background checks of contractors performing construction or maintenance work on the PD Joint Use Field. This may include incorporating fingerprinting and background check provisions in LEAGUE contracts with vendors, scheduling contract work for Non-School Hours, or arranging for school personnel supervision at LEAGUE expense.

vii. DISTRICT shall be responsible for all maintenance and upkeep tasks to maintain the PD Joint Use Field in good working condition including mowing, aeration, fertilization, reseeding, pest control, and irrigation repair.

1. LEAGUE shall pay DISTRICT an annual maintenance assessment as a method for partially offsetting the on-going cost of maintenance and upkeep of the PD Joint Use Field (“Maintenance Assessment”).

a. The Maintenance Assessment shall begin as \$1,500.00 (One Thousand Five Hundred dollars) in the fiscal year [July 1 through June 30] (“Fiscal Year”) when LEAGUE First Use occurs. The Maintenance Assessment shall increase by three percent (3%) annually starting July 1 of the Fiscal Year following LEAGUE First Use and each year thereafter (“Annual Escalator”).

b. DISTRICT and LEAGUE shall confer annually regarding the Maintenance Assessment and Annual Escalator to ensure these components are meeting the interests of the PARTIES. Any revisions to the Maintenance Assessment and/or Annual Escalator shall be enacted through a written amendment in accordance with Section 4.d of the AGREEMENT.

c. With the possible exception of the first Fiscal Year of LEAGUE use of the PD Joint Use Field, DISTRICT shall invoice LEAGUE for the Maintenance Assessment on or about July 1 of each year. The billing date for the Fiscal Year of LEAGUE First Use may vary depending on when LEAGUE First Use is scheduled. LEAGUE shall pay invoices within thirty (30) calendar days of the invoice date.

i. In the event that an outstanding invoice remains partially or completely unpaid for more than sixty (60) calendar days, DISTRICT reserves the right to suspend LEAGUE’s use of PD Joint Use Field until the invoice is paid in full.

viii. DISTRICT shall provide LEAGUE a sufficient number of gate keys for coaches to enter and exit the areas needed to access the PD Joint Use Field. Recipients shall be required to sign for receipt of a key. LEAGUE shall not put any of its own chains or locks on DISTRICT gates. Any unauthorized chains or locks will be cut and removed by DISTRICT.

1. LEAGUE shall ensure DISTRICT gate keys are safeguarded and only made available to LEAGUE officials.

2. LEAGUE shall not make copies of DISTRICT gate keys without prior, written consent of DISTRICT.

ix. LEAGUE and DISTRICT shall inspect the PD Joint Use Field prior to each respective use to ensure safe, playable conditions. Upon the discovery of a hazard, protection of the property and field users shall be the responsibility of the discovering party. LEAGUE and DISTRICT agree to notify the other party in writing within two (2) working days of any safety concerns from the perspective of a reasonable user. Responsibility for repair and/or maintenance of hazard shall be borne by the LEAGUE unless DISTRICT determines it is in its best interest to undertake repair or maintenance.

x. LEAGUE shall be responsible for ensuring the following occur on a daily or as needed basis:

1. Trash and debris from field and surrounding areas are removed

2. Fields and surrounding areas are neat, clean, and orderly

3. Trash and recycling containers are emptied

4. Areas reasonably expected to have pedestrian traffic are kept free of obstacles or potential hazards

5. Potential safety hazards and inoperability/deficiency issues are reported to DISTRICT immediately but not more than two (2) working days after discovery

6. Players, Coaches, Spectators, and Parents do not:

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

4. OTHER GENERAL TERMS

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

AGREEMENT DATE. Upon termination, any and all Improvements made by the LEAGUE to the PD Joint Use Field shall become the property of the DISTRICT.

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

LEAGUE's liability insurance policy, accompanied by a policy endorsement.

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

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

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

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

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

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

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

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

DISTRICT:

By: _____ Date: _____
Karl Christensen
Assistant Superintendent, Business Services

LEAGUE:

By: _____ Date: _____

Discussion and/or Action Item E.3.1. School Calendar for 2015-16
Prepared by Tim Larson
October 21, 2014

BACKGROUND:

The District Calendar Committee is comprised of representatives from employee associations, District administration, parents, and members of the Board. This committee meets several times a year; first to review calendar options for the coming school year; and again to recommend an option to the Board of Education for approval. Items addressed by the committee include consideration of calendars from surrounding districts, the State testing window, parent conference week, and appropriate and traditional breaks.

The Board has requested an opportunity to review and discuss possible calendar options to submit to the calendar committee. Below is a list of significant dates for consideration:

- Students' first day
- Non-school professional development days
- Thanksgiving break
- Parent conference week
- Winter break
- Spring break
- Students' last day

RECOMMENDATION:

It is recommended that the Board of Education discuss and indicate preferred options for the development of the 2015-16 school calendar. No action is requested at this time.

FISCAL IMPACT:

There is no fiscal impact to the general fund as a result of this item.

STUDENT ACHIEVEMENT IMPACT:

Not applicable.

Item F. BOARD POLICIES AND BYLAWS

Agenda Item F.

BACKGROUND:

Revised Board Policy 1113 is presented to the Board of Education for a first reading. The revisions update the BP to current CSBA language, address publishing student photos and student work on the District and/or school websites, and include reference to the new Permission to Publish form, Exhibit 1113.

The proposed revisions to AR 1113 and new Exhibit 1113 are also attached for Board information

RECOMMENDATION:

Revised Board Policy 1113, District and School Websites, is presented for a first reading. No action is requested at this time.

FISCAL IMPACT:

This is a policy item. There is no fiscal impact to this item.

STUDENT ACHIEVEMENT:

Effective governance has a positive impact on student achievement.

DISTRICT AND SCHOOL WEB SITES

To enhance communication with students, parents/guardians, staff, and community members, the Governing Board encourages the Superintendent or designee to develop and maintain the development and ongoing maintenance of district and school web sites. Web sites shall be aligned with the district's plans for communications and media relations. The use of district and school web sites shall support the district's vision and goals and shall be coordinated with other district communications strategies.

The Superintendent or designee may establish design standards for district and school web sites in order to maintain a consistent identity, professional appearance, and ease of use.

Design Standards

The district's design standards shall address the accessibility of district-sponsored web sites to individuals with disabilities, including compatibility with commonly used assistive technologies.

Guidelines for Content

The Superintendent or designee shall develop content guidelines for district and school web sites. and shall assign staff to review and approve content prior to posting. These guidelines shall be consistent with law, Board policy, and administrative regulation.

The Superintendent or designee should ensure that copyright laws are not violated in the use of material on district or school web sites.

Staff, students, or other persons may submit materials for web publication to the district or school webmaster who shall ensure that the content adheres to district guidelines and policies.

District and school web sites shall not include content that is obscene, libelous, or slanderous, or which creates a clear and present danger of inciting students to commit unlawful acts, violate school rules, or substantially disrupt the school's orderly operation.

~~Any links to external web sites shall support the educational mission and shall include a disclaimer that the district is not responsible for the content of external web sites.~~

Advertising on district or school web sites may be accepted under the same restrictions and conditions set forth in law, Board policy, and administrative regulations pertaining to advertising in district and school-sponsored publications. (BP 1325)

~~Board policy pertaining to advertising in district and school publications, as specified in BP 1325—Advertising and Promotion, shall also apply to advertising on district and school web sites.~~

Privacy Rights

The Superintendent or designee shall ensure that web site content protects the privacy rights of students, parents/guardians, staff, Board members, and other individuals are protected on district and school web sites. Telephone numbers and home and email addresses of students and/or their parents/guardians shall not be published on district or school web sites.

Staff members' home addresses or telephone numbers shall not be posted on district or school web sites.

DISTRICT AND SCHOOL WEB SITES (continued)

~~No personal information about students or their parents/guardians, including phone numbers, home address or e-mail addresses, shall be published on a district or school web page. Student directory information shall not be published if parents/guardians have requested that it be withheld.~~

Photographs of individual students and/or student work, may be published, together with their names, except when their parent/guardian has notified the district in writing to not release the student's photograph or work without prior written consent in accordance with BP/AR 5125.1 - Release of Directory Information. (Exhibit 1113)

Photographs of groups of students, such as at a school event, may be published provided that students' names are not included.

~~Photographs of students shall be used only with written permission from the students' parents/guardians.~~

~~District and school web sites shall not post~~ The home address or telephone number of any elected or appointed official including, but not limited to, a Board member or public safety official, shall not be posted on district or school web sites without the prior written permission of that individual. (Government Code 3307.5, 6254.21, 6254.24)

No public safety official shall be required as a condition of employment to consent to the posting on the Internet of his/her photograph or identity as a public safety officer for any purpose if that officer reasonably believes that the disclosure may result in a threat, harassment, intimidation, or harm to the officer or his/her family. (Government Code 3307.5)

*Legal Reference:*EDUCATION CODE

35182.5 *Contracts for advertising*
 35258 *Internet access to school accountability report cards*
 48907 *Exercise of free expression; rules and regulations*
 48950 *Speech and other communication*
 49061 *Definitions, directory information*
 49073 *Release of directory information*
 60048 *Commercial brand names, contracts or logos*

GOVERNMENT CODE

3307.5 *Publishing identity of public safety officers*
 6254.21 *Publishing addresses and phone numbers of officials*
 6254.24 *Definition of public safety official*

UNITED STATES CODE, TITLE 17

101-1101 *Federal copyright law*

UNITED STATES CODE, TITLE 20

1232g *Federal Family Educational Rights and Privacy Act (FERPA)*

CODE OF FEDERAL REGULATIONS, TITLE 16

312.1-312.12 *Children's Online Privacy*

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 *Family Educational Rights and Privacy*

COURT DECISIONS

Aaris v. Las Virgenes Unified School District, (1998) 64 Cal.App.4th 1112

Perry Education Association v. Perry Local Educators' Association, (1983) 460 U.S. 37

Board of Education, Island Trees Union Free School District, et.al. v. Pico, (1982) 457 U.S. 853

Policy adopted: February 17, 2009

Policy revised:

SANTEE SCHOOL DISTRICT
 Santee, California

DISTRICT AND SCHOOL WEB SITES

Content

District and school web sites shall provide current and useful information regarding district programs, activities and operations. Such information shall be appropriate for both internal and external audiences.

The content of web sites may include, but not be limited to, district or school news, district mission and goals, agendas and minutes of Governing Board meetings, policy information, messages from the Board or administrators, information about curriculum and instruction, school calendars, student projects, school clubs and activities, lunch menus, transportation schedules, school map, school handbook, parent conferences, educational resources, links to other educational sites and contacts for further information.

With approval of the principal, individual teachers may create web pages linked to the district or school web site to provide information pertaining to class assignments, expectations, and activities.

Students, staff, or other individuals may not use the district or school web site to provide access to their personal web pages or online services.

The Superintendent or designee shall make the information contained in the School Accountability Report Card accessible on the Internet and shall ensure that such information is updated annually. (Education Code 35258)

Student work may be published on a web site provided that both the student and his/her parent/guardian provide written permission or the work is part of an existing publication such as a newspaper or school newsletter.

Students, staff or other individuals may not use district or school web sites to provide access to their personal web pages or online services.

The Superintendent or designee shall ensure that copyright laws are not violated in the use of materials on district and school web sites. If any copyrighted material is posted on a district or school web site, the web site shall include a notice crediting the original producer of the material and noting how and when permission to reprint the material was granted.

Whenever a district or school web site includes links to external web sites, it shall include a disclaimer that the district is not responsible for the content of external web sites.

Roles and Responsibilities

~~The district webmaster or designee shall be responsible for the content and publication of the district web site~~ Any employee assigned as a district or school webmaster shall be responsible for the uploading of material to the web site(s) upon approval of the Superintendent or designee. He/she shall ensure consistency of the material with district standards, regularly check links for accuracy and appropriateness, keep the web server free of outdated or unused files, and provide technical assistance as needed to school webmasters.

DISTRICT AND SCHOOL WEB SITES

The Superintendent or designee may assign additional staff members to perform similar duties related to the content and maintenance of the school's web site upon approval of the school principal, to conduct an editorial review of all materials submitted for publication on district or school web sites, and to make corrections as needed in spelling, grammar, or accuracy of content.

The Superintendent or designee shall provide staff development opportunities related to district content guidelines, design standards, and accessibility laws and standards to district communications and technology staff, district and school webmasters, and/or other appropriate staff.

~~The principal or school webmaster shall notify the Superintendent or designee regarding the creating and updating of a school web site.~~

Security

The Superintendent or designee shall establish security procedures for the district's computer network to prevent unauthorized access and changes to district and school web sites. To the extent possible, the host computer(s) shall be in a lockable room with restricted access.

~~The web site host computer shall have security procedures that prohibit unauthorized persons from accessing system-level controls or making changes to web site content.~~



Santee School District Permission to Publish (Including Web Sites and Media)

As part of your child's educational program, he/she may have the opportunity to have work or pictures appear in school or District newsletters, in a community newspaper or magazine, on an official school or District Facebook page, an official school or District webpage, or other school or district endorsed media or publication. This might include the use, reproduction, or publication of photographs, video footage, voice recording, written work, graphics, projects, or podcasts. Prior to publication, all items will be edited and approved by a teacher, site administrator, or District administrator. The use of a student's image, voice, or work will be for the purposes of education and/or promotion of programs by the Santee School District or Santee School District Foundation and District guidelines will be followed. Items placed on an official school or District Facebook or website are publicly available on the World Wide Web.

Santee School District Guidelines:

- Published items may not include a child's phone number, address, or names of other family members.
- Published items may not include any information that indicates the physical location of a student at a given time other than attendance at a particular school or participation in school activities.
- Published items may not contain objectionable material or point directly or indirectly to objectionable material.
- Published items must conform to Board Policy and established District regulations.

Parent/Guardian Permission:

_____ I give my permission to the Santee School District, as the parent/legal guardian of the student named below, for the use, reproduction, and publication of photographs, video footage, voice recordings, written work, graphics, projects, podcasts, or other media of this student or including this student.

_____ I do not give my permission to the Santee School District, as the parent/legal guardian of the student named below, for the use, reproduction, and publication of photographs, video footage, voice recordings, written work, graphics, projects, podcasts, or other media of this student or including this student.

This "Permission to Publish" will remain in effect while the student is enrolled in Santee School District unless revoked by the parent/legal guardian in writing or by completing a new form.

Name of Student: _____ Date: _____

Signature of Parent/Legal Guardian _____

Item G. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS

Agenda Item G.

Item H. CLOSED SESSION

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

The Board will go into Closed Session to discuss:

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

Item I. RECONVENE TO PUBLIC SESSION

Item J. ADJOURNMENT