

Santee School District

SCHOOLS:

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

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

BOARD OF EDUCATION REGULAR MEETING A G E N D A November 6, 2012

District Mission

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

	<u>Page #</u>
A. OPENING PROCEDURES – 7:00 p.m.	5
1. Call to Order and Welcome	
2. District Mission	
3. Pledge of Allegiance	
4. Approval of Agenda	
• Adjournment of Meeting in Memory of Bill Bunnell	
B. REPORTS AND PRESENTATIONS	6
1. Superintendent's Report	
1.1. Developer Fees Collection Report	7
1.2. Enrollment Report	8
1.3. Claims Against the District	9
1.4. Schedule of Upcoming Events	10
C. PUBLIC COMMUNICATION	11
<i>During this time, citizens are invited to address the Board of Education about any item <u>not</u> on the agenda. Request-to-speak cards should be submitted in advance. The Board may not take action on any item presented. The Board has a policy limiting any speaker to five minutes. Meetings are recorded.</i>	

D. CONSENT ITEMS	<u>Page #</u>
<i>Items listed under Consent are considered to be routine and are acted on by the Board with a single motion. There is no discussion of these items prior to the Board vote unless a member of the Board, staff, or public requests specific items be considered separately. Request to speak cards should be submitted in advance.</i>	
Superintendent	
1.1. <u>Approval of Minutes</u>	13
It is recommended that the Board of Education approve meeting minutes with any necessary modifications.	
Business Services	
2.1. <u>Approval/Ratification of Travel Requests</u>	22
It is recommended that the Board of Education approve/ratify the Travel Report for personnel as listed in the item.	
2.2. <u>Approval/Ratification of Revolving Cash Report</u>	24
It is recommended that the Board of Education approve/ratify revolving cash checks as listed in the item.	
2.3. <u>Acceptance of Donations</u>	26
It is recommended that the Board of Education accept the donations listed above and authorize staff to send a letter of appreciation on behalf of the governing Board.	
2.4. <u>Approval of Consultants and General Service Providers</u>	27
It is recommended that the Board of Education approve Consultant and General Service Provider agreements as presented.	
2.5. <u>Approval of Joint Exercise of Powers Agreement for Storm Water Management Services</u>	29
It is recommended that the Board of Education approve the execution of the joint exercise of powers agreements for Storm Water Management Plan services.	
Capital Improvement Program	
3.1. <u>Agreement with A-1 Fire Protection for Fire Sprinkler Design Protection at Pepper Drive School for the New Joint Use Library/Administration Building</u>	45
It is recommended that the Board of Education approve/ratify agreement with A-1 Fire Protection for fire sprinkler design services for the Pepper Drive School Library/Administration building and to submit project to DSA for building permits.	
Educational Services	
4.1. <u>Annual Approval of Single Plans for Student Achievement</u>	48
It is recommended that the Board of Education approve the Single Plans for Student Achievement for each school.	
4.2. <u>Approval of Memorandum of Understanding with Alliant International University for Practicum Students, Student Teachers, and School Psychologist Interns</u>	49
It is recommended that the Board of Education approve the Memorandum of Understanding with Alliant University.	

	<u>Page #</u>
Human Resources/Pupil Services	
5.1. <u>Personnel, Regular</u> It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations and dismissals.	52
5.2. <u>Adoption of Proclamation Endorsing the Great American Smokeout on November 15, 2012</u> It is recommended that the Board of Education proclaim November 15, 2012 as the Great American Smokeout.	55
5.3. <u>Certification of Competence in Evaluation and Instructional Methodologies</u> It is recommended that the Board of Education acknowledge certification of competence in evaluation and instructional methodologies.	57
5.4. <u>Acceptance of Report on Certificated Credentials and Assignments</u> It is recommended that the Board of Education accept the report on certificated credentials and assignments.	59
5.5. <u>Approval to Increase Work Hours for One (1) Licensed Vocational Nurse (LVN) Position</u> It is recommended that the Board of Education approve the increase in work hours for one (1) LVN position.	62
E. DISCUSSION AND/OR ACTION ITEMS <i>Members of the audience wishing to address the Board about any of the following items should submit a request to speak card in advance.</i>	63
Business Services	
1.1. <u>Approval of Monthly Financial Report</u> It is recommended that the Board of Education approve the Monthly Financial Report.	64
1.2. <u>Agreement with Decision Insite for 10-Year Enrollment Projection and Use of Web-Based Enrollment Projection Software</u> It is recommended that the Board of Education approve the Agreement with Decision Insite for Enrollment Projections and Use of Web-Based Enrollment Projection Software.	67
Capital Improvement Program	
2.1. <u>Agreement with Webb-Cleff Architecture & Engineering Inc. to Provide Architectural Services for the Chet F. Harritt Snack Bar/Restroom Project</u> It is recommended that the Board of Education approve the agreement with Webb-Cleff Architecture & Engineering Inc. for Architectural and Engineering Services for the conversion of PS3 and PS4 portables at Chet F. Harritt School to storage, a snack bar, a meeting room, and restrooms for the joint use fields.	71
Human Resources	
3.1. <u>Approval of Side Letter Agreement with CSEA Governing Pay Rates, Benefits, and Various Rights for Campus Aides as Bargaining Unit Members and Revisions to Campus Aide Job Description</u> It is recommended that the Board of Education approve the side letter agreement with CSEA and revisions to the campus aide job description.	73

	<u>Page #</u>
F. BOARD POLICIES AND BYLAWS	78
1. Second Readings	
1.1. <u>Revised Board Policy 3511, "Storm Water Master Plan"</u>	79
Revised Board Policy 3511 is presented to the Board of Education for a second reading. Approval of the proposed revisions to Board Policy 3511, "Storm Water Master Plan" is requested.	
G. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS	82
H. CLOSED SESSION	82
1. <u>Public Employee Discipline/Dismissal/Release</u> (Govt. Code § 54957)	
2. <u>Conference with Labor Negotiator</u> (Govt. Code § 54956.8) <i>Purpose: Negotiations</i> <i>Agency Negotiator: Karl Christensen, Asst. Superintendent</i> <i>Employee Organization: Classified School Employees Association</i>	
3. <u>Conference with Labor Negotiator</u> (Govt. Code § 54956.8) <i>Agency Negotiator: Karl Christensen, Assistant Superintendent</i> <i>Employee Organizations: Santee Teachers Association</i>	
I. RECONVENE TO PUBLIC SESSION	82
J. ADJOURNMENT	82
The meeting will be adjourned in memory of Bill Bunnell.	

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

PLEASE NOTE: The regularly scheduled meeting for November 20th has been cancelled.

The next regular meeting of the Board of Education is scheduled for December 4, 2012, at 7:00 p.m. in the Douglas E. Giles Educational Resource Center.

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

Members present:

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

OPENING PROCEDURES ITEM A.

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

2. District Mission

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

3. Pledge of Allegiance

4. Approval of Agenda for the November 6, 2012 regular meeting

- Adjourn the Meeting in Memory of Bill Bunnell

Agenda Item A.

Reports and Presentations Item B.1. Superintendent's Report
Prepared by Dr. Cathy Pierce
November 6, 2012

The following items are presented for Board information:

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

Agenda Item B.1.

Santee School District
 ENROLLMENT REPORT
 11/2/2012
 Month 3 Week 2

SCHOOL	REGULAR ED										SDC				Total All					
	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	11/02/12	11/10/11	# Diff	% Diff	11/02/12	11/10/11	# Diff	% Diff	11/02/12	10/26/12	# Diff
Cajon Park	107	109	97	110	111	125	103	109	122	993	954	39	4.1%	61	65	-4	-6.2%	1054	1054	0
Carlton Hills	56	40	38	47	40	39	50	62	97	469	488	-19	-3.9%	29	31	-2	-6.5%	498	498	0
Carlton Oaks	83	73	93	84	87	74	95	111	99	799	824	-25	-3.0%	52	60	-8	-13.3%	851	848	3
Chet F. Harritt	60	58	72	56	80	51	51	58	61	547	579	-32	-5.5%	0	0	0	0.0%	547	550	-3
Hill Creek	72	71	85	75	94	92	70	80	82	721	743	-22	-3.0%	13	19	-6	-31.6%	734	733	1
Pepper Drive	95	96	90	87	77	79	72	80	86	762	753	9	1.2%	10	10	0	0.0%	772	772	0
Prospect Ave	64	70	51	64	50	60	49	57	67	532	529	3	0.6%	0	0	0	0.0%	532	533	-1
Rio Seco	108	119	83	103	110	105	109	98	119	954	936	18	1.9%	42	49	-7	-14.3%	996	993	3
Sycamore Canyon	48	59	53	43	43	46	29	0	0	321	337	-16	-4.7%	0	1	-1	-100.0%	321	322	-1
SUBTOTAL	693	695	662	669	692	671	628	655	733	6098	6143	-45	-0.7%	207	235	-28	-11.9%	6305	6303	2
Alternative School	2	2	2	9	3	5	6	8	5	42	35	7	20.0%					42	43	-1
Santee Success								2	5	7	5	2	40.0%					7	7	0
TK	48									48	0	48	0.0%					48	48	0
EAK										0	0	0	0.0%					0	0	0
NPS										0				2	3	-1	-33.3%	2	2	0
SUBTOTAL	50	2	2	9	3	5	6	10	10	97	40	57	142.5%					99	100	-1
TOTAL	743	697	664	678	695	676	634	665	743	6195	6,183	12	0.2%	209	238	-29	-12%	6404	6,403	1

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

	PK	
Cajon Park	2	1056
Sycamore Canyon	36	357
Total PK	38	

Total Enrollment Including PK
6442

CLAIMS AGAINST THE DISTRICT

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

<u>SITE OF OCCURRENCE</u>	<u>DATE OF OCCURRENCE</u>	<u>DESCRIPTION/ACTION</u>
PRIDE Academy at Prospect Avenue School	September 19, 2012	Property Damage
Magnolia Avenue	October 5, 2012	Property Damage

Schedule of Upcoming Events

Date	Event
November 7	Community Forum – <i>Take a Stand Against Bullying</i> 6:00 p.m. @ ERC
November 12	Veterans' Day Holiday Schools and Departments Closed
November 19-23	Thanksgiving Holiday Break - Schools Closed Departments Closed November 21-23
November 20	Board Meeting Cancelled
December 4	Board Meeting – 7:00 p.m.
December 18	Board Meeting – 7:00 p.m. (Organizational Meeting)
December 24-January 4	Winter Break Schools Closed
January 7	Staff Professional Development Day Non-Student Day
January 8	Students return from Winter Break
January 15	Board Meeting – 7:00 p.m.
January 21	Martin Luther King Holiday Schools and Departments Closed
February 5	Board Meeting – 7:00 p.m.
February 11	Lincoln Holiday Schools and Departments Closed
February 18	Washington Holiday Schools and Departments Closed
February 19	Board Meeting – 7:00 p.m.

PUBLIC COMMUNICATION Item C.

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

Agenda Item C.

CONSENT ITEMS Item D.

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

Agenda Item D.

Consent Item D.1.1. Approval of Minutes
Prepared by Dr. Cathy Pierce
November 6, 2012

BACKGROUND:

Presented for Board approval –

- October 16, 2012, regular meeting minutes
- October 9, 2012, special meeting minutes

RECOMMENDATION:

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

Motion:

Second:

Vote:

Item D.1.1.

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

October 16, 2012
MINUTES

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

A. CLOSED SESSION – 6:30 p.m.

- 1. Public Employment Matters** (Govt. Code § 54957)
Superintendent

The Board met in closed session. Following discussion, the closed session was adjourned and the Board moved to the open session meeting. No action was reported.

A. OPENING PROCEDURES

- 1. Call to Order and Welcome**

President Bartholomew called the meeting to order at 7:02 p.m.

Members present:

Dan Bartholomew, President
Dianne El-Hajj, Vice President
Ken Fox, Clerk
Dustin Burns, Member
Barbara Ryan, Member

Administration present:

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

- 2. Pledge of Allegiance**

President Bartholomew invited the audience to recite the District Mission and then invited Kate Baranski, daughter of Principal Kristin Baranski, to lead the members, staff, and audience in the Pledge of Allegiance.

- 3. Approval of Agenda**

It was moved and seconded to approve the agenda.

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

President Bartholomew introduced audience member Elana Levens-Craig, a candidate for Board seat # 4. He also congratulated Dianne El-Hajj who is running unopposed for Board seat # 2.

- 4. Special Action Item: Approval of Contract for Incoming Superintendent**

The Board was presented a contract to employ a new Superintendent for Santee School District, effective November 1, 2012. Member Burns moved to approve the contract for Dr. Cathy A. Pierce, effective November 1, 2012 to June 20, 2016. The contract was available for public review.

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

President Bartholomew introduced Dr. Cathy Pierce, newly appointed Superintendent, to assume the leadership of the Santee School District upon Dr. Shaw's retirement. Board members expressed their delight and excitement to have Dr. Pierce as our new Superintendent. Dr. Pierce said she is honored by the appointment and looks forward to getting to know everyone and working together.

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

Dr. Shaw reported that a little over 3 years ago Prospect Avenue School underwent a significant change to an "academy focus." After observing the Administration and staff work diligently to change their image to the community and increase student achievement, Dr. Shaw was pleased to announce that he is submitting the paperwork to the State of California to formally change their school name to PRIDE Academy at Prospect Avenue School. The new name continues to preserve the history of the school while signifying their instructional focus.

- 2. Spotlight: Santee School District Video**

Dr. Shaw reported that over the last 2 years the Professional Leadership Team worked in groups to develop "picture stories" of Santee School District. Last year all 5 "picture stories" were shared with the Board. Following those presentations, Dr. Shaw asked Dr. Laura Spencer to take the photos and ideas from each of the great presentations and develop a video that could be placed on the District website to share the overall

theme of Santee School District. The completed project was presented to the Board. Board members liked the video and it will be placed on the District home page and used as a marketing tool.

3. Spotlight: Joey Sutera, Santee School District's Teacher of the Year

Dr. Shaw introduced Mr. Joey Sutera, Santee School District's 2012 Teacher of the Year, who competed in the County Teacher of the Year program earlier in October. Mr. Sutera was selected as one of the 10 finalists. It was an honor to have Mr. Sutera recognized at that level as we know the quality of his work. Mr. Burns shared that following the County program, other teachers who participated in the competition and got to know him shared with him that Joey is a fantastic teacher and an awesome human being.

4. Report on 2012 API and AYP Results

Dr. Shaw introduced Bonner Montler to share the results on 2012 API and AYP. Mr. Montler reported there were no surprises; however his earlier estimates were a little skewed because the State substituted CALPAD information. The District has an 872 API. The schools have the following API scores:

Cajon Park – 854	Pepper Drive –895
Carlton Hills – 894	PRIDE Academy –849
Carlton Oaks – 879	Rio Seco –895
Chet F. Harritt – 872	Sycamore Canyon – 892
Hill Creek –858	

Unfortunately, Chet F. Harritt did not meet their AYP and goes into Program Improvement (PI) status. They met 16 of the 17 AYP criteria for 2012, missing one ELA subgroup target. This put them into Program Improvement-Year One.

Pepper Drive met 20 of the 21 AYP criteria for 2012, missing one subgroup target in mathematics. Because they met all targets in mathematics last year they are not assigned to PI. In 2013, Pepper Drive must meet all mathematics targets to avoid Program Improvement Year 1.

Carlton Hills met 17 out of 17 AYP criteria, meeting and exceeding the Federal target. The math target was met by safe harbor. This removes Carlton Hills from the watch list and there is no chance of being assigned PI in 2013.

PRIDE Academy met 21 of 21 AYP criteria for 2012. Both Math and ELA were met by safe harbor. PRIDE Academy does not advance and remains in year 1 of Program Improvement. If they meet all AYP targets this year, they will be removed from PI status.

The District met 26 of 29 AYP criteria. We met Participation Rate and API criteria, and district wide met ELA and Math criteria by safe harbor. Three annual measurable objective targets (AMO) were missed. The 6-8 grades met all AMO and AYP criteria. These targets needed to be met in order to not be assigned as a PI district. The focus this year will be ELA to meet one grade span target to avoid PI. Principals will be receiving documents showing their targets for 2013.

Member Ryan thinks the results are fantastic. President Bartholomew said everyone did a great job and he is blown away by the great scores this year. Member Burns said everyone did a great job. The Board thanked Mr. Montler for a great presentation.

Member El-Hajj asked about the information the State used for their calculations. Mr. Montler said in September the District prepares estimates based on subgroups identified in PowerSchool. The State is now pulling student data, including attendance subgroup numbers, from CALPADS and we are not certain when they take that snap shot of the student population. This change makes it more difficult to calculate, as even one student can change a subgroup population enough to not meet the criteria.

Member El-Hajj said last year we had issues with too many students taking the CMA and asked if there was any impact from that this year. Mr. Montler said we incurred a penalty in ELA for exceeding the cap, although not significant, and as a result students were assigned different proficiency levels. The criteria were met in Math. Member El-Hajj said she is proud that Administration does what is in the best interest of the students and provides the appropriate test materials.

C. PUBLIC COMMUNICATION

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

D. CONSENT ITEMS

Items listed under Consent are considered to be routine and are all acted on by the Board with one single motion. President Bartholomew invited comments from the public on any item listed under Consent. There were no comments.

1.1. Approval of Minutes

- 2.1. **Approval/Ratification of Travel Requests**
- 2.2. **Approval/Ratification of Expenditure Warrants**
- 2.3. **Approval/Ratification of Purchase Orders**
- 2.4. **Acceptance of Donations**
- 2.5. **Approval/Ratification of Revolving Cash Report**
- 3.1. **Personnel, Regular**
- 3.2. **Adoption of Resolutions Authorizing Teacher Services – Education Code Sections 44256(b), 44258.2, and 44263**
- 3.3. ***Pulled by Member Burns for separate consideration.***

It was moved and seconded to approve Consent Items, with the exception of Item 3.3., which was pulled for separate consideration by Member Burns.

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

Pulled Consent Item:

- 3.3. **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 2012-201 (Pulled for separate consideration by Member Burns)**

Member Burns said he would abstain from voting on this item as he is employed by the County Office of Education. Member Ryan moved approval.

Motion: Ryan **Second:** Fox **Vote:** 4-0 (Burns, abstain)

E. DISCUSSION AND/OR ACTION ITEMS

President Bartholomew invited comments from the public on any item listed under Discussion and/or Action. There were no comments.

1.1. Committee Recommendations for Revisions to Board Policy and Administration Regulation 5127 Promotion Ceremonies and Activities and Discussion of Protocols for Promotion Ceremonies

Dr. Shaw reported during the promotion appeal process last year, questions were raised by Board Members as well as Administration about the process. It was suggested that this would be a good time to review the process. As recommended by the Board, a committee was convened, chaired by Principal Stephanie Southcott.

Ms. Southcott and parent committee member Valerie Ryan reported to the Board the outcomes of the committee meetings. Ms. Southcott said she was excited to participate in this process and have the opportunity to provide the feedback that was important to the committee members. Ms. Southcott reported that parents, teachers, and an Administrator from each school were invited to participate on the committee. There were 15 members who participated in all 3 meetings. The committee reviewed current practices of schools and of other districts and discussed the various expectations. The goal of the committee was to be more standardized, not at the expense of lowering expectations. It was found that surrounding school districts required 1.5 GPA, as well as various requirements for citizenship. Most had no appeal process in place. Some school board policies were extremely general and had no administrative regulation to provide process. Through discussion it was determined the committee felt the activities and ceremonies were two separate events and should be treated differently. The committee felt that an 8th grader, in order to be eligible for the 8th grade promotion activities, must have 2.0 accumulative GPA, maintained throughout the school year. It was recommended by the committee to have no appeals process for the participation in 8th grade activities. For eligibility to participate in the promotion ceremony it is also recommended that students must maintain a GPA of 2.0 throughout the year. Parents will be notified at the end of the 7th grade year, the beginning of the students' 8th grade year, and continued notifications following each report card period. It is also recommended to have an appeals process for participation in the promotion ceremony.

Ms. Southcott shared that it was requested to have student input be included. A survey was provided to 8th grade students and 584 responses were received. One of the questions was, "What academic GPA should a student earn to participate in the promotion ceremony?" Eighty-three percent of the students said "a 2.0 or higher." Students were also asked if attendance and/or receiving suspensions should disqualify a student from participating in promotion and nearly 2/3 said attendance or suspensions should not be considered. Students were asked if special circumstances should be taken into consideration. Three-fourths of the responses said special circumstances should be taken into consideration.

Ms. Ryan, parent member, said the committee felt pretty strong about the recommendation for a 2.0 requirement for all activities with no appeal process. The committee considered the ceremony a celebration and discussed at length if participation should be automatic. The committee consensus was that going onto 9th grade is a given but not necessarily the ceremony; it is a celebration of commitment and hard work.

The committee recommended an appeal process be in place for the promotion ceremony. The recommendation was not to have a site level appeal but a District appeals committee, comprised of 5 people: a site administrator and an 8th grade teacher with a connection to the student, an additional 8th grade teacher representative, another administrator, and a support staff member. This will provide consistency throughout the District so all schools are provided the same

appeal process. Notification will be made by the administrator of the appealing students, personally to the parent, and if denied, the parents will be provided the next steps in the process.

On behalf of the committee, Ms. Southcott thanked the Board for considering their recommendations. The committee worked very hard and had great passion. They have brought forth a recommendation they feel good about.

Member Fox asked how many students were affected last year by the criteria. Ms. Southcott said at PRIDE Academy last year there were 4 or 5 students out of 57. Dr. Shaw said it does vary by school. Vice principals work very hard at assisting students to meet the criteria and it is discussed often at their vice principal meetings.

Member Fox asked, other than notifying parents, if there are programs or steps in place to help students meet their goal. Ms. Southcott said the committee did not include this in the AR as each school works differently. Dr. Shaw said each school had something in place to monitor student growth through the course of the year and assist the students s needed. Schools each provide before or after school or special class assignments to assist students to reach their goals.

Member Ryan thanked the committee and their consideration of what the Board expressed. She believes it will still be a challenge with multiple appeal committees. She questioned the recommendation of no appeals process for the activities and she believes there needs to always be an appeal process. There are always cases of extenuating circumstances and she would hate to see a child excluded without the opportunity to make a case on their behalf.

Member Burns likes the consistency of the process. He feels an appeals process is important and is also provides an educational experience for students. He is concerned about the notification procedure when there is no appeals process for activities. Maybe there could be an alternate way to appeal for participation in activities, such as a site appeal. He appreciated that the students were surveyed. Member Burns would also like to discuss tightening up the protocols at the site promotion ceremonies. It should be consistent at every school that the Board members hand out the promotion certificates.

Member El-Hajj said if a student has to prepare an appeal for the promotion ceremony it would be the same for the activities. She is a middle school teacher and understands what the committee is recommending. Member El-Hajj asked about report card grades and asked if it would make a difference if we graded in quarters instead of trimesters. She also asked if special education students are considered in the grading process. Ms. Southcott said as needed, appropriate grades are given with a notation of modified curriculum and she did not believe there would not be much change if we graded quarterly.

Member El-Hajj noticed a change from more than 3 to more than 2 suspensions for ineligibility and asked if it matters when the suspensions take place. Ms. Southcott said the suspensions would count if they occurred during their 8th grade year, and noted that these would be "out of school" suspensions. Member El-Hajj works at a school with a 1.5 GPA expectation and believes the students will rise to the occasion. She is thrilled to see that effort grades were maintained and hold kids to the same standards.

Member El-Hajj asked if the GPA was cumulative through both 7th and 8th grades, Mr. Southcott said just their 8th grade GPAs. Dr. Shaw reiterated that teachers and Administrators put a great deal of effort into making students eligible for activities and promotions.

President Bartholomew agreed there needs to be some bottom level of expectation. Board Members thanked everyone on the committee, many who were in the audience. They greatly appreciated the parents' participation.

Dr. Shaw said he would bring the revised Board Policy and Administration Regulation for a 1st reading in November. Member Burns asked for information about how the decision was going to be made by the appeals committee. He would also like to have a conversation with the Board about protocols at that same time. No action was taken.

2.1. Arbitrage Rebate Liability for 2007 Series A General Obligation Bond Issue

Karl Christensen reported that in May 2007, the District issued its first series of GO Bonds for \$18 million under the authorization of Proposition R passed by the voters November 2006. These bonds are subject to the IRS's regulations governing arbitrage which requires a calculation to be performed at the end of 5 years. Arbitrage is generally defined as the difference between two markets, and in the case of GO bonds pertains to the difference between interest earned on proceeds of bonds and interest paid to bondholders with some adjustments. IRS rules generally work to prohibit or discourage two events from occurring, 1) issuing bonds too early so that bond proceeds are held for extended periods before being spent, 2) earning more interest on proceeds than that paid to bondholders. IRS regulations are very strict and penalize school districts for issuing bonds too early and earning too much interest.

The District contracted with Vavrinek, Trine & Day (VTD) to conduct the calculation for the Series A GO Bonds in January of this year. The results of VTD's analysis revealed that \$10 million or more of the proceeds sat in the County Treasury earning over 5% for a year. This earnings rate was higher than the approximate 4.3% yield paid to holders of the bonds and resulted in the bonds being subject to payment of an arbitrage liability to the IRS of approximately \$95,000.

A review of the bond documents by VTD also revealed a shortening of the arbitrage calculation period to 4 years and 3 months, rather than the normal 5 years. Consequently, the arbitrage liability is subject to a penalty of approximately \$49,000. VTD has drafted a letter to the IRS requesting a waiver of the penalty due to the fact that the current administration was not here at the time of the GO bond issue and was unaware of the shortening of the arbitrage calculation period.

Mr. Christensen recommended approval of filing the appropriate tax form to be accompanied by payment of the arbitrage liability of \$94,828.60 and a letter requesting waiver of the estimated \$48,848 penalty for late payment. Mr. Joe Aguilar from VTD was available to answer questions.

President Bartholomew asked the likelihood of the IRS accepting a waiver. Mr. Aguilar said they usually get the waiver but their posture is changing. Mr. Aguilar stated that the IRS is more likely to approve a waiver if the liability payment is included at the time the waiver is requested. Mr. Christensen said the payment will be taken from CIP funds. President Bartholomew confirmed with Mr. Christensen that this information would come to the ICOC

Member Ryan move to approve filing of the appropriate tax form and payment to Internal Revenue Service for arbitrage liability for Series A General Obligation Bond and authorization to request waiver of penalty.

Motion: Ryan Second: Burns Vote: 5-0

3.1. Value Engineering and Enclosure of Stairs for Pepper Drive 10-Classroom Addition

Mr. Christensen reported that he is very optimistic we will get the \$2 million dollars from the SAB for the Pepper Drive project. That being the case, staff will be working toward getting both buildings constructed at Pepper Drive early next year.

A financial analysis of both projects was provided to the Board and based on current design and estimates showed a shortage of approximately \$625,000. Reviewing the current estimates for the project, he showed some items that may be postponed, eliminated, or reduced. He presented five options for the stairs for the PD addition showing renderings of each:

- Option 1: Leave both stairways as fully exterior as submitted to DSA
- Option 2: Partially enclosing west stairway at a cost of \$20k
- Option 3: Partially enclosing both stairways at a cost of \$40k
- Option 4: Fully enclosing west stairway at a cost of \$75k
- Option 5: Fully enclosing both stairways (requires enclosure of bridge also for fire and emergency safety) at a cost of \$250k

To avoid incurring any design costs now, Mr. Christensen said one of these options could be included as an Additive Alternate when we do the bidding in Jan/Feb and determine then if there are enough funds to pay for it. Mr. Christensen said several other school districts in San Diego County were contacted who have 2-story classroom buildings with exterior stairways and they expressed no concerns regarding safety. Due strictly to the most recent financial analysis for these 2 projects, Mr. Christensen recommends leaving the current design with the stairways as completely exterior to avoid adding any additional costs to the project at this time.

Member Ryan is concerned if you had to move students from the one floor to another in an emergency staff and/or students would be exposed. Member Burns said exposed stairs are a safety issue for him.

Other Board Members were comfortable with the 10 ft. wall and door. Member El-Hajj asked if both designs could be bid as additive alternates. Christina Becker said it is not easy to ask for bids on other designs as the costs for design will increase.

Board members agreed that Option 3 was the minimum acceptable but would prefer the stairs to be enclosed. Member Ryan moved to approve Option 3, which is their minimal requirement and to direct Administration to seek an additive alternate bid with a real cost in the bid for total enclosure of the stairways.

Motion: Ryan Second: Fox Vote: 3-2 (Burns, Bartholomew, no)
Member Burns stated that Option 3 does not meet his safety threshold.

H. BOARD POLICIES AND BYLAWS

1.1. First Reading: Revised Board Policy 3511, "Storm Water Master Plan"

Revised Board Policy 3511 was presented to the Board of Education for a first reading. No action was taken and the item will return for a second reading and request for approval.

2.1. Second Reading: Revised Board Policy 4112.42, "Drug and Alcohol Testing for School Bus Drivers"

Revised Board Policy 4112.42 was presented to the Board of Education for a second reading.

2.2. Second Reading: Revised Board Policy 3311, "Bids"

Revised Board Policy 3311 was presented to the Board of Education for a second reading.

Member Burns moved to approved revised Board Policy 4112.42 and revised Board Policy 3311 as presented.

Motion: Burns Second: Ryan Vote: 5-0

I. BOARD COMMUNICATION

Member El-Hajj reported she visited the “Flipped Classroom” at Carlton Hills and she was able to talk with students at the end of class. Kids really like it because if you need to review the material you can watch the presentation again. The teacher, Laura Barker, said she received some resistance the first year but this year she is not getting that resistance.

Member Burns said he was impressed with the ACI meeting and the inclusion of the Strategic Planning Action Planning committees. For the future, he would like to look at a day of the week and time when all committee meeting could convene at a school. This makes it much easier for Board Member participation.

Minnie Malin reported the Bully Reporting Hot Line is in service. The number is being distributed. She also shared a Student Wellness Survey developed by the Student Well-Being Committee she would like to distribute at Chet F. Harritt, Carlton Hills, and Sycamore Canyon preschool.

Mr. Christensen reported now that online payments have been introduced, a BAC recommendation to place a “donate button” on the district web site is being considered. Fees will be waived. Board members liked the idea.

Dr. Shaw presented the plan for signage on the ERC and DO buildings. Member Ryan thinks the entire building name should be on the frontage. Other Board Members were comfortable that the entire names were on the buildings so a direction title as proposed would be satisfactory.

Member Ryan reported the SDCSBA executive committee has recommended sponsoring a January meeting for all Board Members to come and have the opportunity to hear what Dan McAllister wishes to say. The Board does not wish to have Mr. McAlister on the agenda at a Board meeting and will plan to participate in the January meeting.

The Board was reminded of the Strategic Plan Leadership Meeting on October 24th. Member Ryan reminded Administration that when the committees meet, the Board should receive an agenda and the minutes for all committees.

J. CLOSED SESSION

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

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

The Board entered closed session at 9:35 p.m.

J. RECONVENE TO PUBLIC SESSION

The Board reconvened to public session at 10:15 p.m. No action was reported.

K. ADJOURNMENT

The October 16, 2012 regular meeting adjourned at 10:15 p.m.

SANTEE SCHOOL DISTRICT
SPECIAL MEETING OF THE BOARD OF EDUCATION

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

MINUTES
October 9, 2012

A. CALL TO ORDER

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

B. PUBLIC COMMUNICATION

There were no comments from the public.

C. CLOSED SESSION

1. Consideration of Student Matter (Ed. Code S48918) Student #1-12

The Board entered Closed Session at 6:00 p.m. for a student discipline hearing for student #1-12. The matter was heard by Board Vice President El-Hajj, and Members Fox, Burns, and Ryan. Oral and documentary evidence was received. Following the presentation of evidence, President Bartholomew announced that the Board members would deliberate and all other persons were asked to leave the room.

D. RECONVENE TO OPEN SESSION

The Board reconvened to open session at 7:20 p.m.

It was motioned by Member Burns to expel student # 1-12 from the Santee School District from October 10, 2012, to June 1, 2013, for violation of California Education Code Sections 48900 (i) Committed an obscene act or engaged in habitual profanity or vulgarity, 48900 (.2) Engaged in sexual harassment, and 48900 (k) Disrupted school activities, and Santee School District Board Policies 5144.1: Pupil Discipline: Suspension and Expulsion 5144.4: Administrative Review, and related Administrative Regulations.

This action is based on the following Findings of Fact in accordance with California Education Code Section 48915(b)(2): Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others. The facts that support this conclusion are: Student # 1-12 continued to harass the victim after she repeatedly asked him to stop contacting her and to leave her alone.

The expulsion shall be immediately suspended herewith, and the student shall complete the following elements in a Rehabilitation Plan. The student shall:

- Remain at the current school until determined by administration. Student may not return to previous school.
- Maintain 2.5 GPA for academic, effort, and citizenship performance.
- Receive no new suspensions.
- Attend school regularly with no unexcused absences or tardies.
- Complete a counseling program by March 12, 2013 for decision-making/peer pressure, intimidation/harassment, and inappropriate sexual behavior.
- Prepare letters of apology to the victim, vice principal and principal of the school where the offense occurred.
- Complete all elements of this Rehabilitation Plan by June 1, 2013 and present documentation to verify completion.

A parent must meet with the Coordinator of Pupil Services by October 16, 2012, to review and sign the Rehabilitation Plan. If the parent fails to meet within the designated time and/or does not sign the Rehabilitation Plan, the student may be expelled without further Board action. Upon satisfactory completion of all activities in the rehabilitation plan, the student record will be expunged of this expulsion order.

Motion: Burns

Second: Fox

Vote: 4-0

E. ADJOURNMENT

The October 9, 2012 special meeting adjourned at 7:25 p.m.

Consent Item D.2.1. Approval/Ratification of Travel Requests
Prepared by Karl Christensen
November 6, 2012

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 \$3,652, and substitute costs of \$420, as disclosed on the following page.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.2.1.
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Board Travel Report - November 6, 2012

Travel Dates	Attendees	Site or Dept	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Overnight, Out-of-State, Air Travel
Friday, 10/12/12	Diane Cartier Rachael Pabis Marian Rashap	CP	Enhancing Phonological and Metaphorical Skills of Children with Highly Unintelligible Speech	San Diego	\$0	\$189	School / Library Block Grant	This workshop will provide strategies to improve and new techniques for working with students with severely impaired phonological systems.
		CP			\$0	\$189	School / Library Block Grant	
		CH			\$0	\$189	School / Library Block Grant	
Tuesday, 11/20/12	Ana Hubbell Ed Gigliotti	PD/RS PA/CO	Creating a Safe Space for Lesbian, Gay, Bisexual & Transgender Youth	SDCOE	\$0 \$0	\$38 \$38	Santee Cares	This workshop will provide information on federal and state laws that address harassment.
Wednesday, 11/28/12	Dr. Cathy Pierce Dr. Stephanie Pierce Bonner Montler Debbie Brenner Andy Johnston Stephanie Southcott Laura Spencer	Supt	Superintendents and Principals Forum - Building Systems to Improve Teaching and Learning of English Learners	San Diego	\$0	\$33	Superintendent	This annual forum provides access to national and statewide experts for discussions and professional development with a focus on systems to improve teaching and the learning of English learners.
		Ed Services			\$0	\$33	Superintendent	
		Ed Services			\$0	\$33	Superintendent	
		PD			\$0	\$33	Superintendent	
		CFH			\$0	\$33	Superintendent	
		PRIDE			\$0	\$33	Superintendent	
Ed Services	\$0	\$33	Superintendent					
Monday, 01/07/13	Robyn Wright Stephanie Wright	TCS	Pupil Attendance Accounting for School Site Personnel	SDCOE	\$0	\$295	Tech Communication Services	This workshop will provide information on pupil attendance accounting and meets the State compliance requirement.
		TCS			\$0	\$295	Tech Communication Services	
Thursday, 02/07/13	Tammy Rees Tammy Marble DiAnn Albert Jim Rosa	HC	FRISK Workshop	SDCOE	\$0	\$125	Human Resources	This workshop will provide training on methods for documenting unsatisfactory employee performance.
		CO			\$0	\$125	Human Resources	
		PA			\$0	\$125	Human Resources	
		RS			\$0	\$125	Human Resources	
Out of County Travel Requests								
Thurs-Sun, 11/08/12 - 11/11/12	Cathy Abel	CNS	California School Nutrition Association Conference	Pasadena	\$0	\$1,189	Child Nutrition Services	This conference will provide training on new food handling and child nutrition / wellness regulations.
Thurs-Sat, 03/14/13 - 03/16/13	Ann Marchant Julie Venolia	CO	Computer Using Educators 2013 Conference	Palm Springs	\$210	\$250	CO Fundraiser/Donation	This conference will focus on instructional strategies for the 21st century classroom.
		CO			\$210	\$250	CO Fundraiser/Donation	

23

Consent Item D.2.2. Approval/Ratification of Revolving Cash Report
Prepared by Karl Christensen
November 6, 2012

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 #22257 through #22260 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 \$230.83 as disclosed on the following report.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.2.2.
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SANTÉE SCHOOL DISTRICT
 REVOLVING CASH REPORT- \$15,000

Date	Number	Name	Memo	Amount
10/11/12	22257	Congressman Hunter's Office Supply Account	Flag from US Capitol	22.13
10/25/12	22258	Vons	Lorene Foster Children's Fund	100.00
10/25/12	22259	Vons	Lorene Foster Children's Fund	100.00
10/27/12	22260	Carlton Oaks Escrip	Escrip Deposit- August 2012	34.72
Total Checks Written				\$256.85
Bank Fees			August and September 2012	8.70
Carlton Oaks Escrip			Not reimbursable	(34.72)
Total to be Reimbursed				\$230.83

Consent Item D.2.3. Acceptance of Donations
 Prepared by Karl Christensen
 November 6, 2012

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 School Supplies	\$918.00	Target – Take Charge of Education	Cajon Park School
	\$200.00	Judy L. Clark	Rio Seco School
Gift Cards for Classroom Supplies -Target Gift Card	\$125.00	Target	Carlton Oaks School
-Target Gift Cards (2)	\$175.00	Target	Chet F. Harritt School
- American Express Reward Card	\$100.00	Rose Leyva	Carlton Oaks School
Mobile Backpack Storage Cart	\$200.00	Barbara Dill	Carlton Oaks School
The Outsiders Novel (35 books) - "Bringing 'The Outsiders' In" Project Awarded to Mrs. White's Classroom	\$258.65	DonorsChoose.org	PRIDE Academy at Prospect Avenue School
TOTAL DONATIONS RECEIVED	\$1,976.65		

RECOMMENDATION:

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

This recommendation supports the following District goals:

Fiscal Accountability

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

Educational Achievement

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

FISCAL IMPACT:

The donations above are valued at \$1,976.65.

STUDENT ACHIEVEMENT IMPACT:

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

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

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

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

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

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

RECOMMENDATION:

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

This recommendation supports the following District goals:

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact is disclosed on the attached page.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.2.4.
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**Consultants and General Service Providers Report
November 6, 2012**

Vendor Name	Type (Consultant or General Service Provider)	Description of Services	Date(s) of Service	Amount	Funding	Payment Type (Independent Contractor or Employee)
Grossmont College Theatre Arts Department	General Service Provider	School Assembly: Children's Touring Show, "The Grimms"	12/04/12	\$200.00	SC PTA	Independent Contractor
Chris Rubio Productions	General Service Provider	Two (2) School Assemblies: A Percussion Movement Performance	11/15/12	\$750.00	Designated Donations	Independent Contractor
UCSD Medical Group	General Service Provider	Developmental Vision Evaluations	11/7/12 - 6/30/13	\$2,000.00	Special Education	Independent Contractor
Alliance for African Assistance	Consultant	Translation Services	10/10/12 - 6/30/13	\$60/hour (not to exceed \$600.00)	EIA-LEP	Independent Contractor

Consent Item D.2.5.
Prepared by Karl Christensen
November 6, 2012

Approval of Joint Exercise of Powers
Agreements for Storm Water Management
Services

BACKGROUND:

The District has been contracting with the San Diego County Office of Education (SDCOE) to oversee and administer new Storm Water Management Plan requirements for industrial and municipal for approximately 5 years. These services are now offered under the school facility planning and construction joint powers entity (FACJPA) which Santee School District joined on January 18, 2011.

These revised agreements cover a five (5) year period for the FACJPA to provide expertise, service, and support to the District for Storm Water Management. The industrial portion covers requirements for the bus yard and maintenance complex. The municipal portion covers all school sites and includes requirements for construction.

RECOMMENDATION:

It is recommended that the Board of Education approve authorizing the execution of the joint exercise of powers agreements between the Santee School District and the San Diego County Office of Education K-12 Public Schools and Community Colleges Facility Authority (FACJPA) for Storm Water Management Plan expertise, service, and support.

The costs for these agreements are:

- Industrial Storm Water Management Services \$3,496
- Municipal Storm Water Management Services based on nine (9) sites \$3,602

This recommendation supports the following District goal:

Learning Environment

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

FISCAL IMPACT:

- The industrial program support is \$3,496 for the current year with a total of \$17,480 over five (5) years.
- The municipal program support is \$3,602 for the current year with a total of \$19,126 over five (5) years.

The budgeted amount in the General Fund for Storm Water Management services is \$6,000. This budget will be increased to \$7,098 to cover the cost of these agreements for the 2012-13 fiscal year.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.2.5.
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**FIRST PROJECT AGREEMENT BETWEEN
INSERT DISTRICT NAME SCHOOL
AND THE
K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
FACILITY AUTHORITY
INDUSTRIAL STORMWATER PERMIT SUPPORT**

This First Project Agreement ("First Project Agreement") by and between the K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY AUTHORITY ("AUTHORITY"), AND _____ SCHOOL DISTRICT, a public School District organized and existing under the laws of the State of California ("____" or "DISTRICT") is made this ____ day of _____, 2012. AUTHORITY and ____ are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

This Project Agreement is entered into in consideration of the following matters:

WHEREAS, on April 17, 1997, the State Water Resources Control Board ("SWRCB"), adopted Water Quality Order No. 97-03-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000001 Waste Discharge Requirements for Discharges of Storm Water Associated With Industrial Activities ("Industrial Permit") in order to implement the requirements of the Clean Water Act; and

WHEREAS, School Districts who operate transportation vehicle maintenance and equipment cleaning operations at facilities described by the Standard Industrial Classification 4151 (establishments primarily engaged in operating buses to transport pupils to and from school) are deemed to be industrial storm water dischargers under the terms of the Industrial Permit; and

WHEREAS, DISTRICT has a longstanding relationship with the San Diego County Office of Education which, through their Educational Facility Solutions Group, has operated and maintained a successful group approach to assist DISTRICT with compliance with the Industrial Stormwater Permit and this approach lowers costs and simplifies implementation; and

WHEREAS, DISTRICT wishes to continue to receive services from AUTHORITY, now that AUTHORITY has taken over these responsibilities; for stormwater program management services supporting the DISTRICT's implementation of the Industrial Permit; and

WHEREAS, DISTRICT and AUTHORITY understand that this Project Agreement is intended to continue services under the currently valid Industrial Permit, and that the State Water Resources Control Board is revising this permit and once it is published, the costs of support services will change, and will be brought to DISTRICT as an Amendment to this Agreement for consideration at a future date,



K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
FACILITY AUTHORITY
PROJECT AGREEMENT – INDUSTRIAL STORMWATER

AGREEMENT

NOW, THEREFORE, AUTHORITY and DISTRICT agree as follows:

SECTION I - Purpose of Project Agreement

1. The purpose of this Agreement is to provide support to DISTRICT to, insofar as it is possible under the conditions and duties imposed under the Industrial Permit, reduce the amount of pollutants in storm water discharge from Districts' facilities and to comply with the discharge prohibitions as specified in the Industrial Permit. These services will include continuation of services in support of the DISTRICT's implementation of their Storm Water Pollution Prevention Plan and Monitoring Program, including training and annual inspections and reports as detailed herein.
2. To insofar as it is possible under the conditions and duties imposed under the DISTRICT's SWPPP, reduce the amount of pollutants in storm water discharge from DISTRICT's facilities and sites and to work to comply with the discharge prohibitions as specified in the Industrial Permit, in accordance with the Environmental Protection Agency (EPA), State Water Resources Control Board (SWRCB), and the applicable Regional Water Quality Control Board (RWQCB).
3. To coordinate the establishment, revision, participation, direction and implementation of storm water pollution prevention measures in a fashion that will significantly reduce costs that would otherwise be incurred if the DISTRICT acted to comply individually by having AUTHORITY guide and support multiple districts in the same manner and timeline.

SECTION II - Definitions

Unless the context otherwise requires, the terms defined in this section shall for all purposes of this Agreement have the meanings herein specified.

1. Facility. The term "Facility" shall mean any school bus maintenance facility involved in vehicle maintenance including vehicle rehabilitation, mechanical repairs, equipment cleaning operation, painting, fueling, and lubrication which is operated by the DISTRICT for its buses, vans, and/or any other district vehicle which is used for transporting students.
2. Field Testing. The term "Field Testing" shall mean performance of field tests, collection of storm water runoff samples, performance of visual observations and laboratory testing of storm water runoff discharge as required by the terms of the Industrial Permit.



K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
FACILITY AUTHORITY
PROJECT AGREEMENT – INDUSTRIAL STORMWATER

3. Monitoring Plan. The term "Monitoring Plan" shall mean the written plan containing the conditions for the monitoring of storm water discharge in compliance with the Industrial Permit.
4. Industrial Permit. The term "Industrial Permit" shall mean the National Pollution Discharge Elimination System General Permit for Discharges of Storm Water Associated with Industrial Activities, as revised and reissued from time-to-time by the SWRCB.
5. Regional Board. The term "Regional Board" or RWRCB shall mean the applicable Regional Water Quality Control Board.
6. SWPPP. The term "SWPPP" shall mean the Storm Water Pollution Prevention Plan prepared in accordance with Industrial Permit requirements that includes best management practices to reduce or prevent discharges of pollutants associated with industrial activities at each DISTRICT bus maintenance facility.
7. SWRCB. The term "SWRCB" shall mean the State Water Resources Control Board.

SECTION III – AUTHORITY Responsibilities & Schedule

The AUTHORITY shall provide the following ongoing and as-needed services and deliverables:

1. Assist DISTRICT in conducting annual comprehensive Facility evaluations of its Facility.
2. Provide an annual group training workshop, typically in the Fall, for all school districts using AUTHORITY to support their Industrial Stormwater Program, including DISTRICT. This will include training in how to accomplish required visual observations and collection of storm runoff samples.
3. Prepare a required annual report for DISTRICT's review, approval and electronic submission to the SWRCB, due on July 1 annually.
4. Prepare Annual Group Evaluation for approval by the AUTHORITY and submittal to the RWQCB due on July 1, annually.
5. Prepare a Monitoring Plan for AUTHORITY submittal to the SWRCB and RWRCB.



K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
FACILITY AUTHORITY
PROJECT AGREEMENT – INDUSTRIAL STORMWATER

6. Administrative services to hire and manage, and pay for consultants, engineers, or others necessary for the production of required Storm Water Pollution Prevention Plans, annual site visits, laboratory services and other support services. AUTHORITY shall ensure that all consultants are selected in accordance with all applicable laws, including the Education Code and Public Contract Code. AUTHORITY shall further ensure that all consultants selected are appropriately licensed or certified, as applicable. The AUTHORITY shall enter into such agreements as it determines to be necessary.

7. General Assistance: AUTHORITY shall provide phone and email support for questions or concerns related to the implementation of the DISTRICT's SWPPP or related issues. Should an issue require more than 1-hour of specific support or any outside consultant services, AUTHORITY will provide a proposal for Additional Services and if DISTRICT wishes to hire AUTHORITY to assist, a separate Amendment to this Project Agreement will be entered and signed by both parties.

SECTION IV - Responsibilities of School Districts

The DISTRICT shall have the following responsibilities:

1. The DISTRICT shall timely submit all applicable State fees directly to the State of California pursuant to the terms and conditions of the Industrial Permit. These fees are not included in this Project Agreement.

2. The DISTRICT shall timely submit all necessary data, records and reports to AUTHORITY supporting the annual report requirements of the regulatory agency pursuant to the terms and conditions of the Industrial Permit for use to prepare annual report.

3. The DISTRICT shall be responsible for the costs associated with the School DISTRICT's staff or administrative time expended to comply with the terms and conditions of the Industrial Permit.

4. The DISTRICT shall be responsible for visual observations, taking stormwater samples and delivering them to the testing laboratory identified by AUTHORITY, sending a minimum of one (1) staff member to the annual training, and walking the Facility with AUTHORITY representative on an annual basis.



K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
FACILITY AUTHORITY
PROJECT AGREEMENT – INDUSTRIAL STORMWATER

SECTION V - Penalties and Fines

Any penalties or fines levied by a regulatory agency which are the result of noncompliance with the terms of the Industrial Permit, or any other stormwater related issues shall be the sole responsibility of the DISTRICT.

SECTION VI – Record Retention

The AUTHORITY shall retain all records related to this Project Agreement for a period of five (5) years, notwithstanding that DISTRICT shall be responsible for maintaining its own records.

SECTION VII - Term and Additional Parties

This Project Agreement shall become effective on the date of final approval by the AUTHORITY and shall remain in effect for five (5) years or the DISTRICT provides a written request to terminate this Project Agreement to AUTHORITY 30 days in advance of termination date. As AUTHORITY enters commitments annually for services, there will be no rebate of fees paid for the fiscal year in which the withdrawal is received. It is intended that this Agreement can be extended or amended consistent with the intent of the parties.

SECTION VIII – Fees and Payments

The annual fee for services shall be \$3,496.00. AUTHORITY shall bill for annual cost for within the first quarter of each fiscal year. Payments are due within 30 days of receipt of an acceptable invoice from AUTHORITY. Such invoice shall clearly state the fiscal year and amount due.

SECTION IX - Additional Services

Additional services may be requested by DISTRICT. Requests for additional services must be in writing and will become an amendment to this Project Agreement. Additional services may be a negotiated lump sum, or be based on time and materials. Rates are as follows:

Technical support - \$110.00/hr.

Consultants/Lab/Other – At cost + 10%

SECTION X – Cessation of District Bus Maintenance Activities

Should DISTRICT discontinue activities that trigger need for coverage under the Industrial General Permit, DISTRICT will notify AUTHORITY and Authority will assist DISTRICT in filing Notice of Termination with the State Water Resource Control Board at no additional cost.



K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
FACILITY AUTHORITY
PROJECT AGREEMENT – INDUSTRIAL STORMWATER

SECTION XII – Miscellaneous

1. AUTHORITY shall give a minimum of sixty (60) calendar day notice if services are no longer being offered by AUTHORITY.
This Project Agreement shall only be effective upon execution by both the AUTHORITY and DISTRICT.
2. This Project Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
3. If any provision of this Project Agreement is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Project Agreement unless elimination of such provision materially alters the rights and obligations set forth herein.
4. Each Party declares that prior to the execution of this Project Agreement, it has had an opportunity to review and understand the contents, rights and responsibilities herein. The Parties have further had the opportunity to seek independent legal advice regarding this Project Agreement.

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K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
FACILITY AUTHORITY
PROJECT AGREEMENT – INDUSTRIAL STORMWATER

IN WITNESS WHEREOF, EACH PARTICIPATING PARTY HAS EXECUTED THIS AGREEMENT ON THE DATE ADJACENT TO THE SIGNATURE OF ITS REPRESENTATIVE.

DATE: _____ AGENCY: SAN DIEGO COUNTY
SUPERINTENDENT OF SCHOOLS

BY: _____
Lora Duzyk
Assistant Superintendent
Business Services

DATE: _____ DISTRICT: _____

BY: _____
(signature)

PRINT NAME: _____

PRINT TITLE: _____

DISTRICT ADDRESS: _____



**SECOND PROJECT AGREEMENT BETWEEN
SANTEE SCHOOL DISTRICT
AND THE
K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
FACILITY AUTHORITY FOR
MUNICIPAL STORMWATER PROGRAM SUPPORT**

This Second Project Agreement ("Second Project Agreement") by and between the K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY AUTHORITY ("AUTHORITY"), AND SANTEE SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California ("DISTRICT") is made this 6th day of November 2012. AUTHORITY and DISTRICT are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

This Project Agreement is entered into in consideration of the following matters:

WHEREAS, under the Federal Water Pollution Control Act ("Clean Water Act"), the United States Environmental Protection Agency has promulgated regulations, known as Phase I and Phase II regulations for permitting storm water discharges; and

WHEREAS, Phase II regulations require all non-exempted Small MS4s including but not limited to school districts to obtain a National Pollutant Discharge Elimination System Permit; and

WHEREAS, on April 30, 2003, the State Water Resources Control Board ("SWRCB") has adopted a Water Quality Order No. 2003-0005-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004 Waste Discharge Requirements for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems ("Small MS4 Permit") in order to be in compliance with the requirements of the Clean Water Act, and

WHEREAS, DISTRICT, although not yet designated under the SMS4 Permit, has determined that it is in their best interest to work towards Small MS4 Permit compliance and has been working with the San Diego County Superintendent of Schools along with other districts in San Diego county for almost 5 years to align DISTRICT policies and procedures with the requirements of the Small MS4 Permit; and

WHEREAS, AUTHORITY is offering to provide specific support services to assist DISTRICT to implement their Storm Water Management Plan in alignment with other districts to lower costs and simplify implementation; and

WHEREAS, DISTRICT and AUTHORITY understand that should DISTRICT be officially designated under the 2012 Small MS4 Permit by the Regional Water Quality Control Board, this Project Agreement does not apply and discussions and a separate agreement would need to be done if desired;



K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
FACILITY AUTHORITY JPA PROJECT AGREEMENT
MUNICIPAL STORMWATER PROGRAM SUPPORT



AGREEMENT

NOW, THEREFORE, AUTHORITY and the DISTRICT agree as follows:

SECTION I- Purpose of Project Agreement

The purpose of this Project Agreement is:

1. To assist the DISTRICT to make continuous improvement to comply with their Municipal Storm Water Management Plan (SWMP), including providing steps, processes and training to align with current rules, regulations, and best practices for storm water management.
2. To insofar as it is possible under the conditions and duties imposed under the DISTRICT's SWMP, reduce the amount of pollutants in storm water discharge from DISTRICT's facilities and sites and to work to comply with the discharge prohibitions as specified in the Small MS4 Permit, in accordance with the Environmental Protection Agency (EPA), State Water Resources Control Board (SWRCB), and the applicable Regional Water Quality Control Board (RWQCB).
3. To coordinate the establishment, revision, participation, direction and implementation of storm water pollution prevention measures in a fashion that will significantly reduce costs that would otherwise be incurred if the DISTRICT acted to comply individually by having AUTHORITY guide and support multiple districts in the same manner and timeline.

SECTION II - Definitions

Unless the context otherwise requires, the terms defined in this section shall for all purposes of this Project Agreement have the meanings herein specified.

1. Facility/Site. The term "Facility" shall mean any DISTRICT owned property.
2. MS4 OR SMS4. The term "MS4" stands for "Municipal Separate Storm Sewer System" and shall mean a system for getting storm water from or off of a Site into other drainage systems, including but not limited to streets, catch basins, curbs, gutters, ditches, parking lots, man-made channels and storm drains.
3. Regional Board. The term "Regional Board" or RWQCB shall mean the applicable Regional Water Quality Control Board.
4. Small MS4 Permit. The term "Small MS4 Permit" shall mean the National Pollutant Discharge Elimination System ("NPDES") General Permit for Waste Discharge



K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
FACILITY AUTHORITY JPA PROJECT AGREEMENT
MUNICIPAL STORMWATER PROGRAM SUPPORT



Requirements for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems, adopted by the SWRCB and as amended from time to time.

5. SWMP. The term "SWMP" shall mean the DISTRICT's Storm Water Management Plan.
6. SWRCB. The term "SWRCB" shall mean the State Water Resources Control Board.

SECTION III - AUTHORITY Responsibilities & Schedule

AUTHORITY shall have the following responsibilities:

1. Between October 1, and June 30, annually, AUTHORITY shall visit a DISTRICT site. This visit can be at any site the DISTRICT wishes to identify. The purpose of the site visit is to 1) evaluate and document progress made on the DISTRICT's SWMP implementation plan via a verbal interview, 2) identify items, either at the site being visited, or throughout the DISTRICT that the DISTRICT wishes to work on during the next annual period, and 3) provide DISTRICT or site specific training and recommendations to assist DISTRICT with their SWMP implementation process.
2. Based on the site visit and interview, an Annual Report will be prepared detailing the progress made by the DISTRICT, with a cover letter explaining the report, and a Quick Look worksheet to be used by DISTRICT to track progress. This documentation will be provided within 4 weeks of the site visit.
3. Once annually, typically in September, AUTHORITY will host a group in-service for all districts currently managing their SWMP with support from AUTHORITY. This training session will provide a review of overall progress, a status report of the State of California's implementation of the SMS4 Permit, updates on current legal concerns and legislation related to School District's and stormwater, and other pertinent information to assist DISTRICT with their ongoing efforts to manage stormwater concerns, along with training and support to successfully implement items on the current year's plan.
4. General Assistance: AUTHORITY shall provide phone and email support for questions or concerns related to the implementation of the DISTRICT's SWMP or related issues. Should an issue require more than 1-hour of specific support or any outside consultant services, AUTHORITY will provide a proposal for Additional Services and if DISTRICT wishes to hire AUTHORITY to assist, a separate Amendment to this Project Agreement will be entered and signed by both parties.



K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY AUTHORITY JPA PROJECT AGREEMENT MUNICIPAL STORMWATER PROGRAM SUPPORT



5. Periodically throughout the year, AUTHORITY identifies various specific support tools, such as stormwater themed calendars, posters, or other materials. Said materials will be offered to DISTRICT via Truck Mail for DISTRICT to distribute to their sites and administrative centers as they deem appropriate. AUTHORITY works on behalf of the DISTRICT to obtain said materials at no cost. Should items be identified that would incur a cost to the DISTRICT, said offerings will be at the sole option of the DISTRICT to purchase and implement outside of this Project Agreement.
6. AUTHORITY shall conduct required selection processes to hire appropriate consultants on behalf of the DISTRICT. AUTHORITY shall ensure that all consultants are selected in accordance with all applicable laws, including the Education Code and Public Contract Code. AUTHORITY shall further ensure that all consultants selected are appropriately licensed or certified, as applicable. The AUTHORITY shall enter into such agreements as it determines to be necessary.

SECTION IV - Responsibilities of DISTRICT

The DISTRICT shall have the following responsibilities:

1. The DISTRICT shall work reasonably with AUTHORITY to facilitate the annual visits.
2. The DISTRICT shall be responsible for the costs associated with the DISTRICT's staff or administrative time expended to comply with the terms and conditions of their SWMP.

SECTION V - Penalties and Fines

Any penalties or fines levied by a regulatory agency which are the result of noncompliance with the terms of the Small MS4 Permit, or any other stormwater related issues shall be the sole responsibility of the DISTRICT.

SECTION VI – Record Retention

The AUTHORITY shall retain all records related to this Project Agreement for a period of five (5) years, notwithstanding that DISTRICT shall be responsible for maintaining its own records.

SECTION VII - Term and Additional Parties

This Project Agreement shall become effective on the date of final approval by the AUTHORITY and shall remain in effect for five (5) years or the DISTRICT provides a written request to terminate this Project Agreement to AUTHORITY 30 days in advance of termination date. It is



K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
FACILITY AUTHORITY JPA PROJECT AGREEMENT
MUNICIPAL STORMWATER PROGRAM SUPPORT



intended that this Agreement can be extended or amended consistent with the intent of the parties.

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**K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
FACILITY AUTHORITY JPA PROJECT AGREEMENT
MUNICIPAL STORMWATER PROGRAM SUPPORT**



SECTION VIII – Fees & Billing

1. AUTHORITY shall be paid a fixed fee per fiscal year according to the number of sites owned and developed by DISTRICT as per the following Fee Matrix:

Number of Sites	2012-13 (Same as 2007-2008)					Total Over 5 Years
	2013-14	2014-15	2015-16	2016-17		
1	\$ 1,957	\$ 1,957	\$ 2,054	\$ 2,157	\$ 2,265	\$ 10,389
2	\$ 2,162	\$ 2,162	\$ 2,270	\$ 2,384	\$ 2,503	\$ 11,480
3	\$ 2,368	\$ 2,368	\$ 2,486	\$ 2,610	\$ 2,741	\$ 12,572
4	\$ 2,573	\$ 2,573	\$ 2,702	\$ 2,837	\$ 2,979	\$ 13,665
5	\$ 2,779	\$ 2,779	\$ 2,918	\$ 3,064	\$ 3,217	\$ 14,757
6	\$ 2,985	\$ 2,985	\$ 3,134	\$ 3,291	\$ 3,455	\$ 15,849
7	\$ 3,190	\$ 3,190	\$ 3,350	\$ 3,517	\$ 3,693	\$ 16,941
8	\$ 2,743	\$ 2,743	\$ 2,880	\$ 3,024	\$ 3,175	\$ 14,565
9	\$ 3,602	\$ 3,602	\$ 3,782	\$ 3,971	\$ 4,169	\$ 19,126
10	\$ 3,807	\$ 3,807	\$ 3,998	\$ 4,198	\$ 4,408	\$ 20,218
11	\$ 4,013	\$ 4,013	\$ 4,214	\$ 4,424	\$ 4,646	\$ 21,310
12	\$ 4,219	\$ 4,219	\$ 4,430	\$ 4,651	\$ 4,884	\$ 22,402
13	\$ 4,424	\$ 4,424	\$ 4,646	\$ 4,878	\$ 5,122	\$ 23,494
14	\$ 4,630	\$ 4,630	\$ 4,862	\$ 5,105	\$ 5,360	\$ 24,587
15	\$ 4,836	\$ 4,836	\$ 5,078	\$ 5,332	\$ 5,598	\$ 25,679
16	\$ 5,042	\$ 5,042	\$ 5,294	\$ 5,558	\$ 5,836	\$ 26,771
17	\$ 5,247	\$ 5,247	\$ 5,510	\$ 5,785	\$ 6,074	\$ 27,863
18	\$ 5,453	\$ 5,453	\$ 5,726	\$ 6,012	\$ 6,312	\$ 28,956
19	\$ 5,659	\$ 5,659	\$ 5,942	\$ 6,239	\$ 6,551	\$ 30,048
20	\$ 5,864	\$ 5,864	\$ 6,157	\$ 6,465	\$ 6,789	\$ 31,140
21	\$ 6,070	\$ 6,070	\$ 6,373	\$ 6,692	\$ 7,027	\$ 32,232
22	\$ 6,276	\$ 6,276	\$ 6,589	\$ 6,919	\$ 7,265	\$ 33,324
23	\$ 6,481	\$ 6,481	\$ 6,805	\$ 7,146	\$ 7,503	\$ 34,417
24	\$ 6,687	\$ 6,687	\$ 7,021	\$ 7,372	\$ 7,741	\$ 35,509
25	\$ 6,893	\$ 6,893	\$ 7,237	\$ 7,599	\$ 7,979	\$ 36,601
26	\$ 7,098	\$ 7,098	\$ 7,453	\$ 7,826	\$ 8,217	\$ 37,693
27	\$ 7,304	\$ 7,304	\$ 7,669	\$ 8,053	\$ 8,455	\$ 38,786
28	\$ 7,510	\$ 7,510	\$ 7,885	\$ 8,280	\$ 8,693	\$ 39,878
29	\$ 7,715	\$ 7,715	\$ 8,101	\$ 8,506	\$ 8,932	\$ 40,970
30	\$ 7,921	\$ 7,921	\$ 8,317	\$ 8,733	\$ 9,170	\$ 42,062
31	\$ 8,127	\$ 8,127	\$ 8,533	\$ 8,960	\$ 9,408	\$ 43,154
32	\$ 8,333	\$ 8,333	\$ 8,749	\$ 9,187	\$ 9,646	\$ 44,247
33	\$ 8,538	\$ 8,538	\$ 8,965	\$ 9,413	\$ 9,884	\$ 45,339
34	\$ 8,744	\$ 8,744	\$ 9,181	\$ 9,640	\$ 10,122	\$ 46,431
35	\$ 8,950	\$ 8,950	\$ 9,397	\$ 9,867	\$ 10,360	\$ 47,523
36	\$ 9,155	\$ 9,155	\$ 9,613	\$ 10,094	\$ 10,598	\$ 48,616
37	\$ 9,361	\$ 9,361	\$ 9,829	\$ 10,320	\$ 10,836	\$ 49,708
38	\$ 9,567	\$ 9,567	\$ 10,045	\$ 10,547	\$ 11,075	\$ 50,800
39	\$ 9,772	\$ 9,772	\$ 10,261	\$ 10,774	\$ 11,313	\$ 51,892
40	\$ 9,978	\$ 9,978	\$ 10,477	\$ 11,001	\$ 11,551	\$ 52,984



K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
FACILITY AUTHORITY JPA PROJECT AGREEMENT
MUNICIPAL STORMWATER PROGRAM SUPPORT



2. AUTHORITY shall bill for annual cost for municipal stormwater support within the first quarter of each fiscal year. Payments are due within 30 days of receipt of an acceptable invoice from AUTHORITY. Such invoice shall clearly state the fiscal year, the number of sites, and amount due.
3. In determining the number of Sites, the DISTRICT shall account for all property owned, as well as property leased. DISTRICT is responsible to notify AUTHORITY of any changes in property counts.

SECTION IX - Additional Services

Additional services may be requested by DISTRICT. Requests for additional services must be in writing and will become an amendment to this Project Agreement. Additional services may be a negotiated lump sum, or be based on time and materials. Rates are as follows:

Technical support - \$110.00/hr.

Consultants/Lab/Other – At cost + 10%

SECTION X - Disposition of Funds Upon Termination

Should the DISTRICT or AUTHORITY terminate their involvement, there will be no refund due if the annual visit has occurred for that fiscal year. Should this Project Agreement be terminated prior to the annual visit, and the annual fee is not paid, there will be no amount due. Should this Project Agreement be terminated after payment, but prior to the annual visit, a refund will be made for services not yet provided as determined jointly by AUTHORITY and DISTRICT.

SECTION XI - Miscellaneous

1. AUTHORITY shall give a minimum of sixty (60) calendar day notice if services are no longer being offered by AUTHORITY.
2. This Project Agreement shall only be effective upon execution by both the AUTHORITY and DISTRICT.
3. This Project Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
FACILITY AUTHORITY JPA PROJECT AGREEMENT
MUNICIPAL STORMWATER PROGRAM SUPPORT



4. If any provision of this Project Agreement is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Project Agreement unless elimination of such provision materially alters the rights and obligations set forth herein.

5. Each Party declares that prior to the execution of this Project Agreement, it has had an opportunity to review and understand the contents, rights and responsibilities herein. The Parties have further had the opportunity to seek independent legal advice regarding this Project Agreement.

IN WITNESS WHEREOF, EACH PARTICIPATING PARTY HAS EXECUTED THIS AGREEMENT ON THE DATE ADJACENT TO THE SIGNATURE OF ITS REPRESENTATIVE.

DATE: _____ AGENCY: SAN DIEGO COUNTY
SUPERINTENDENT OF SCHOOLS

BY: _____
Lora Duzyk
Assistant Superintendent
Business Services

DATE: November 6, 2012 DISTRICT: SANTEE SCHOOL DISTRICT

BY: _____
(signature)

PRINT NAME: Karl Christensen
PRINT TITLE: Assistant Superintendent,
Business Services

DISTRICT ADDRESS: 9625 Cuyamaca Street, Santee, CA 92071

Consent Item D.3.1.
Prepared by Karl Christensen
November 6, 2012

Agreement with A-1 Fire Protection for Fire
Sprinkler Design Protection at Pepper Drive
School for the New Joint Use Library/
Administration Building

BACKGROUND:

The joint use library/administration building at Pepper Drive School requires a fire sprinkler design for DSA plan submittal. Staff sought proposals through Webb-Cleff Architecture & Engineering, Inc. for sprinkler designs. A-1 Fire Protection provided the best proposal for a total cost of \$6,500. Additionally, A-1 Fire Protection has designed Capital Improvement Program projects in the past.

RECOMMENDATION:

It is recommended that the Board of Education approve/ratify agreement with A-1 Fire Protection for fire sprinkler design services for the Pepper Drive School Library/Administration building and to submit project to DSA for building permits.

This recommendation supports the following District goals:

Learning Environment

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

FISCAL IMPACT:

The total cost for the fire sprinkler design is \$6,500. This will be funded by the Capital Improvement Program funds.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.3.1.
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Consulting Engineers

October 10, 2012

WC AE
531 Encinitas Blvd. Suite 114
Encinitas, CA, 92024

Attention: Rebecca Peterson-Ibarra, AIA
Associate

Project: New Library/Admin/Tech Building at Pepper Drive School for Santee School District

Subject: Proposal for Consulting Fire Sprinkler Engineering Services

We are pleased to submit this proposal for the consulting fire sprinkler services necessary for the design and construction for the above project.

Project Description:

Provide fire protection system for new one story Library/Admin/Tech building total square footage of all floors 5,900 sq ft

My understanding of the scope of the fire sprinkler work for this project is as follows.

1. **One story Library/Admin/Tech Building** Type VB (fire sprinklers above and below the ceiling)
2. **Exclusions:**
 - a. Underground fire service will stub out only five feet from the building.
 - b. Structural design.
 - c. Electrical design.
 - d. Fire Flow Test.
 - e. Heat detector design.
 - f. No Revit drawings.

Engineering Services:

For this scope of work, BP & Associates will provide the following services:

1. **Construction Document Phase:**
 - a. Attend coordination meetings as required.
 - b. Coordinate local fire department requirements for site fire piping and access.
 - c. Preparation and submittal for approval, of construction documents, for building fire sprinkler system.
 - d. Reference site piping plan, including service entry, valve assemblies, fire department connections, etc.
 - e. Building system piping plans.
 - f. Reflected ceiling plans with sprinkler layouts for all improved areas of the project.
 - g. Schematic riser diagrams, building sections and details of construction.
 - h. Hydraulic calculations, as required to determine/support pipe sizing for building systems.
 - i. Material Data Sheets for submittal to DSA.
 - j. Specifications for building fire sprinkler systems for all areas of the project.
 - k. Coordinate all work with other affected disciplines, including structural.
 - l. Drawings will be in Auto CAD.
2. **Bidding Phase:**
 - a. Respond to Architect with all clarifications of drawings and specifications. Do not telephone clarifications to bidders.

- b. Provide addenda as required to clarify drawings and specifications in a timely manner.
- 3. **Construction Administration Phase:**
 - a. Provide one (1) job site visits and construction observation reports.
 - b. Provide interpretations and clarifications of the plans and specifications.
 - c. Review the Contractor's submittals and shop drawings.
- 4. **Exclusions:**
 - a. The cost of printing of plans and specifications for submittal agencies for review and approval is included.
 - b. Cost of printing of plans and specifications for bidding and construction purposes is excluded.
 - c. Fees charged by any agency for review and approval of the construction documents are not included and shall be provided by contractor.
 - d. Contractor shall secure all necessary permits needed for construction and coordinate with necessary agencies for inspection, testing and approval.

The proposed fee for these services is Seven Thousand Nine dollars (\$7,900.00). The breakdown of this fee is as follows:

1. Construction Document Phase	75% of \$5,925.00
2. Bidding Phase	5% of \$395.00
3. Construction Phase	20% of \$1,580.00

Fees will be billed monthly for the percentage of the engineering services completed.

Additional services will be provided as requested and will be charged on the basis of the following rates. Additional site visits with reports during construction will be provided at the rate of \$600.00 each.

Classification	Billing Rate
Principal	\$150.00
Engineer	\$130.00
Project Manager	\$120.00
Designer	\$105.00
Cad Drafting	\$ 85.00
Clerical	\$ 70.00

If you have any questions concerning the proposed scope of work, services, fees and agreement, please call me. If this proposal and agreement are acceptable, please return one signed copy of each for our records.

Thank you for this opportunity to be of service. I look forward to working with you and your office on this project.

Very truly yours,

BP & Associates, Inc.

Accepted for WC AE

By:.....

Date:.....

Tim Pocock
Principal

BACKGROUND

State regulations governing Single Plans for Student Achievement require that the Board of Education annually approve the plans for each of the schools. The 2012-13 Single Plans and budgets have been approved by the local councils and meet the requirements of the applicable regulations. These plans were written utilizing the state template and include goals based on the most current student performance data. In addition, each site has completed a Parent Involvement Policy as outlined in Board Policy and Administrative Regulation 6020 and these policies are attached in each Single Plan. A copy of each site's Single Plan for Student Achievement will be available at the Board meeting for public review.

RECOMMENDATION

Administration recommends approval of the Single Plans for Student Achievement and Parent Involvement Policy for each of the schools.

This recommendation supports the following District goal:

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

FISCAL IMPACT

Approval of the Single Plans for Student Achievement will provide authorization for school staffs to expend categorical funds to support program development focusing upon student achievement during the 2012-13 school year.

STUDENT ACHIEVEMENT IMPACT:

The Single Plan for Student Achievement for each school includes a comprehensive plan to improve the academic performance of students. The plan reflects the collection and analysis of student performance data, the setting of priorities for program improvement, the rigorous use of effective strategies, and the ongoing monitoring of student achievement. The template provides a structured means to improve teaching and learning to meet state content and performance standards. In addition, parent involvement policies encourage home-school communication which is essential in moving all students toward proficiency.

Consent Item D.4.2.

Approval of Memorandum of Understanding with Alliant International University for Student Teachers, and School Psychologist Interns

Prepared by Dr. Stephanie Pierce
November 6, 2012

BACKGROUND:

Santee School District has entered into cooperative agreements with various universities in the past to provide field laboratory classroom placement for student teachers. Santee School District has received a student teaching agreement with Alliant International University for this purpose. The terms of the agreement shall commence on August 1, 2012 and continue through July 31, 2017.

RECOMMENDATION:

Administration recommends that the proposed student teaching agreement with Alliant International University for teacher education fieldwork be approved by the Board of Education.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

There is no fiscal impact.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.2.



ALLIANT

INTERNATIONAL UNIVERSITY

MEMORANDUM OF UNDERSTANDING
Between
ALLIANT INTERNATIONAL UNIVERSITY
And
SANTEE SCHOOL DISTRICT

Alliant International University ("University") and Santee School District ("District") agree to the following conditions that apply to Practicum Students, Student Teachers, and Interns who are or will be enrolled in the Teacher Credential Program or the MA/PPS: School Psychology Program through the Hufstедler School of Education at Alliant International University and will be serving their Practicum or Internship in the District. Interns nominated by either Alliant International University or the District shall be mutually acceptable by both Alliant International University and the District, and shall be subject to a mutually acceptable placement within the District. This Memorandum of Understanding shall become effective August 1, 2012 for a period of five (5) calendar years. This Memorandum of Understanding may be terminated by either party with sixty (60) days written notice, unless both parties agree to an earlier termination date. Any termination of the Memorandum of Understanding by either party shall not affect the status of any intern who has been placed with the district prior to the effective date of termination.

Alliant International University agrees and certifies that:

1. Each Candidate shall have passed the California Educational Basic Skill Test (CBEST) and, for Student Teachers and Teacher Interns, required subject matter competency prior to assuming Intern services or responsibilities.
2. Each Candidate shall possess a B.A. Degree, documented by official transcripts with a minimum overall GPA of 3.0. Teacher Credential Interns shall have passed the subject matter requirement.
3. Each Teacher Intern shall have a minimum of 120 hours of verified pre-service experience with students in educational settings. Each School Psychology Intern shall have a minimum of 400 hours of verified Practicum experience.
4. Each Teacher Intern shall have passed U.S. Constitution coursework or examination.
5. Each Candidate shall be provided adequate supervision, advice, encouragement and support, as appropriate, by Alliant International University personnel, including but not limited to the University faculty and the University field supervisor as directed by California Commission on Teacher Credentialing Standards.

Santee School District agrees and certifies that:

1. The purpose of the Internship Program is to add to the pool of qualified teachers or school psychologists that the District has continually sought to maintain.

2. The Intern's services shall meet the instructional or service needs of the District.
3. Each Intern shall be assigned as an Intern under a contract with an appointment of at least .60 FTE of her/his workday, and placed in a job that shall allow for substantial experience in instructional or service duties.
4. No appointment shall be made unless the prospective employee provides proof of fingerprint clearance or photocopy of California teaching permit, and verification that he or she is free from tuberculosis.
5. No Intern shall displace any fully credentialed employee in the District.
6. Each Intern shall be provided adequate supervision, advice, encouragement and support, as appropriate, by District personnel, including but not limited to both an immediate field supervisor and an in-district mentor as directed by California Commission on Teacher Credentialing Standards.
7. The Intern's salary shall not be reduced to pay for the supervision of that Intern.
8. The Intern will apply to the Hufstedler School of Education at Alliant International University for the Intern Credential within the first semester of coursework.

Alliant International University:

Dr. Geoffrey Cox, President
Alliant International University

Date

Dr. Karen Schuster-Webb
Associate Provost for Engagement, Alliant International University
Founding Dean, Hufstedler School of Education

Date

Santee School District:

President, Board of Education, Santee School District

Date

Superintendent, Santee School District

Date

Consent Item D.5.2. Adoption of Proclamation Endorsing the Great American
Smokeout on November 15, 2012

Prepared by Minnie Malin
November 6, 2012

BACKGROUND:

A major education goal of the Santee School District is to provide students with the knowledge, skills, and attitudes needed for a drug free life. To support this, the American Cancer Society, Santee Solutions Coalition, and Communities Against Substance Abuse are requesting the Board of Education adopt a proclamation that supports the Great American Smokeout on November 15, 2012. This proclamation is part of our commitment to help educate our students about the effects of Tobacco as part of the Tobacco Use Prevention and Education Grant.

RECOMMENDATION:

Administration recommends that the Board of Education approve the proclamation to promote the Great American Smokeout in support of a healthier Santee Community.

This recommendation supports the following district goal:

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

FISCAL IMPACT:

There is no fiscal impact as a result of this proclamation.

STUDENT ACHIEVEMENT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.5.2.

**PROCLAMATION
GREAT AMERICAN SMOKEOUT
November 15, 2012**

WHEREAS, the American Cancer Society encourages all tobacco users to join the Great American Smokeout and quit for at least one day; and

WHEREAS, the American Cancer Society has set aside November 15, 2012 as the 37th Annual Great American Smokeout; and

WHEREAS, the purpose for the observance of the day is to create awareness and draw community attention to the risk tobacco smoking poses to the health, wellbeing and welfare of the human race; and

WHEREAS, the tobacco epidemic kills nearly 6 million people each year; and

WHEREAS, after high blood pressure, tobacco is the biggest contributor to non-communicable diseases, which account for 64% of deaths worldwide; and

WHEREAS, tobacco killed 100 million people in the 20th century; and

WHEREAS, Santee School District is working to promote global understanding and 21st century learning skills for all students;

NOW THEREFORE BE IT PROCLAIMED that the Santee School District hereby recognizes and supports the American Cancer Society's GREAT AMERICAN SMOKEOUT on November 15, 2012 and encourages all citizens in the community who smoke, use chew or dip tobacco, to demonstrate to themselves and to their children that they can quit by joining the Great American Smokeout.

Adopted this 6th Day of November 2012

Dan Bartholomew, President

Dianne El-Hajj, Vice-President

Ken Fox, Clerk

Dustin Burns, Member

Barbara Ryan, Member

Consent Item D.5.3. Certification of Competence in Evaluation and Instructional Methodologies

Prepared by Minnie Malin
November 6, 2012

BACKGROUND:

Board Policy 4315.1, "Certification of Competence in Evaluation and Instructional Methodologies," requires annual certification of District administration whose duties include evaluation of certificated personnel. District procedures to determine competence include:

1. Completion of requirements for State administrative services certification at an accredited university;
2. Observation guided by criteria supporting quality instructional and evaluation practices;
3. Training by the Assistant Superintendent, Human Resources and Pupil Services in District evaluation documents and procedures;
4. Coaching of new Vice Principals by site Principals; and
5. Training in approved practices for employee documentation.

Administrators receive on-going training in coaching, and direct supervision leading to evaluation and effective instructional methodologies to support their knowledge and expertise in utilizing evaluation of certificated staff as a tool for improving instruction for all students.

In accordance with this policy, and subsequent to the above procedures, the Superintendent deems the following administrators competent in instructional methodologies and in the evaluation of certificated personnel for the 2012-13 school year:

DiAnn Albert
 Kristin Baranski
 Debbie Brenner
 Terry Heck
 Tylene Hicks
 Ted Hooks
 Andrew Johnston

Kristie Joiner
 Robert Kull
 Jerelyn Lindsay
 Minnie Malin
 Tammy Marble
 Suzanne Martin
 Lisa McColl
 Hope Michel

Cathy Pierce
 Stephanie Pierce
 Dan Prouty
 Tammy Rees
 Jim Rosa
 Debra Simpson
 Stephanie Southcott

RECOMMENDATION:

All administrators responsible for teacher evaluations have met criteria for certification. It is recommended that the Board approve certification of designated administrators as competent in instructional methodologies and in the evaluation of certificated personnel. Continuing staff development activities will be provided to maintain and improve evaluation and coaching skills for administrators of certificated classroom personnel.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

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

STUDENT ACHIEVEMENT IMPACT:

Evaluation of certificated personnel who observe teachers involved in instructional practice is critical to confirm administrator competence in evaluating the depth and value of the educational and instructional programs in classrooms for students. These skills support the administrator enhancing the academic performance of our students and resulting in positive personal development so schools can obtain the highest measures of student learning success.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.5.3.

Prepared by Minnie Malin
November 6, 2012

BACKGROUND:

Education Code Section 44258.9 requires that administration inform the Board of Education annually about any certificated employees who are assigned to perform services not authorized by their credential. Accordingly, all certificated management and non-management employees are legally authorized to serve in their respective 2012-13 assignments. All certificated management, all K-6 classroom teachers, and most upper grade certificated staff, hold the appropriate credentials for their specific assignment. The qualifications regarding upper grade certificated staff requiring additional authorizations beyond their original credentials supported with proper experience and training are summarized below.

Special Authorizations

Listed below by Education Code are the methods approved by CTC to license teachers for instruction in grades K-8:

Education Code Section 44258.7(c) and (d)

Allows seventeen (17) full-time teachers with special skills and preparation outside of their credential authorization to be assigned to teach in the area of their special skills for an elective course (a course other than English, Math, Science or Social Studies), provided the assignment is approved by the local Assignment Committee prior to the beginning of the semester. The Assignment Committee consisting of STA and administrative members; Melanie Hirahara, Allwyn Gazi, Debra Simpson, and Minnie Malin, have approved these assignments.

Education Code Section 44258.1

- a. Allows twenty-seven (27) elementary teachers with credentials authorizing instruction in self-contained classrooms to teach in grades five through eight in a middle school, provided that the teacher teaches two or more subjects for two or more periods a day to the same group of students; and
- b. Allows elementary teachers to teach subjects they are already teaching for an additional period or periods at the same grade level for up to 50% of the total teaching assignment.

Education Code Section 44258.3

Allows two (2) teachers holding credentials authorizing them to teach any subject(s) in departmentalized classes in any of grades kindergarten through eighth upon local verification of knowledge of the subject(s) to be taught with the teachers consent.

Teachers are also providing instruction for part of their assignments based on adopted Board resolutions under the following provisions:

Education Code Section 44256(b)

Permits eight (8) teachers who have elementary credentials to instruct in departmentalized classes because they have completed twelve semester units, or six upper division or graduate units, in the subject taught. One (1) teacher has two (2) authorizations that allow the teacher to teach two (2) subjects.

Education Code Section 44263

Permits three (3) teachers to instruct in departmentalized classes because they have completed eighteen semester units, or nine upper division or graduate semester units, in the subject taught.

Education Code Section 44258.2

Permits one (1) teacher who has a single subject secondary credential to instruct another subject in a departmentalized situation because the teacher has completed twelve semester units, or six upper division or graduate semester units, in the subject taught.

Additionally, teachers are authorized under legal provisions designed to alleviate recruitment constraints:

University Internships

Allows one (1) teacher who has enrolled at a college or university in a Commission-approved intern program, to be issued University Intern Credentials. These one to two-year programs are administered by California colleges and universities in partnership with local school districts and are designed to provide participants with classroom experience while they complete course work requirements for the preliminary credential. University Intern Credentials authorize the holder to serve, under the supervision of a Commission-approved college or university and the holder's employer, in the area or subject listed on the credential.

Recruitment

Special Education, Math, Science and Bilingual instruction continue to be areas where qualified candidates are scarce. The district works to identify promising candidates who demonstrate a strong potential for success and who will commit to regularly taking the course work needed for their assignment's authorization to obtain the proper credential.

RECOMMENDATION:

Administration recommends the Board accept this annual report of certificated credentials and assignments.

This recommendation supports the following district goal:

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

FISCAL IMPACT:

There is no fiscal impact as a result of this item.

STUDENT ACHIEVEMENT IMPACT:

Qualified teachers are the keystone to obtaining student achievement. The required authorizations presented tonight are based upon training and special skills of current staff to support student achievement, according to required Education Codes.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.5.4.

Consent Item D.5.5. Approval to Increase Work Hours for One (1) Licensed Vocational Nurse (LVN) Position

Prepared by Minnie Malin
November 6, 2012

BACKGROUND:

Due to the need of specialized health care procedures for a medically fragile SDC student during the day and while riding on the bus to and from school, administration is recommending an increase in work hours for a Licensed Vocational Nurse (LVN) position for one (1) additional hour each day.

Administration has worked collaboratively with CSEA to bring forward this recommendation to the Board of Education.

RECOMMENDATION:

Administration recommends approval to increase work hours for the following position:

- One (1) Licensed Vocational Nurse (LVN) position from 6.0 to 7.0 hours per day.

FISCAL IMPACT:

The annual cost to increase work hours for one (1) Licensed Vocational Nurse (LVN) position will be \$5,849 and will be paid from the general fund.

STUDENT ACHIEVEMENT IMPACT:

This is a personnel item and is not expected to impact student achievement.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.5.5.

DISCUSSION AND/OR ACTION ITEMS Item E.

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

Agenda Item E

Discussion and/or Action Item E.1.1. Approval of Monthly Financial Report
Prepared by Karl Christensen
November 6, 2012

BACKGROUND:

Administration has prepared the accompanying Monthly Financial Report covering the period September 1, 2012 through September 30, 2012 for the Board of Education's review and comments. The statements are prepared on a cash and modified accrual basis and include the District's revenue, expenditure, and cash activities.

RECOMMENDATION:

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

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

The Monthly Financial Report shows a beginning cash balance of \$6,682,565; cash receipts of \$2,726,680; and disbursements of \$4,010,251 are reflected for the period of September 1, through September 30, 2012, resulting in an ending cash balance of \$5,398,995 as of September 30, 2012.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.1.1.
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MONTHLY FINANCIAL REPORT - SEPTEMBER

1

CASH REPORT FOR SEPTEMBER

		Actual	Projected
Beginning Cash Balance as of August 31, 2012		\$6,682,565	\$7,200,731
INCOME			
<hr/>			
A. Revenue Limit Sources			
State Aid	\$ 1,890,960		
Property Taxes	126,229		
		2,017,189	
B. Federal Income			
Federal Funding	112,080		
			112,080
C. State Income			
Unres. State Funding	79,960		
HTS Transportation	42,859		
Spec Ed Transportation	23,455		
			146,274
D. Local Income			
Other Local Income	78,388		
Spec ED	372,749		
			451,137
E. Due to/Due from other funds			-
F. Debt Proceeds			-
TOTAL INCOME		\$2,726,680	\$3,215,848
Beginning Balance Plus Income		\$9,409,246	\$10,416,579
DISBURSEMENTS			
<hr/>			
G. Commercial Warrants	\$ 567,529		
H. Payroll Warrants	2,913,072		
I. Statutory Employee Benefits	271,558		
J. Health & Welfare	211,143		
K. Other Outgo	46,949		
L. Interfund Borrowing Out	0		
TOTAL DISBURSEMENTS		\$4,010,251	\$3,704,850
Ending Cash Balance as of September 30, 2012		\$5,398,995	\$6,711,729





MONTHLY FINANCIAL REPORT - SEPTEMBER

2

Budget Revisions Through September 30, 2012 2012-13 Revised Budget

	<u>Unrestricted</u>	<u>Restricted</u>	<u>Total</u>
Beginning Fund Balance	8,858,416	274,581	9,132,997
Estimated Income	30,584,434	11,561,027	42,145,461
Estimated Expenditures	33,857,054	11,680,961	45,538,015
Change in Fund Balance	(3,272,620)	(119,934)	(3,392,554)
Projected Ending Fund Balance	5,585,796	154,647	5,740,443
Less: Restricted			
Program Carryovers	-	154,647	154,647
Less: Committed			
Yale Preschool Expansion at CPJH	200,000	-	200,000
Less: Non-Spendable			
Prepaid Expenses	375,665	-	375,665
Revolving Cash Fund	15,000	-	15,000
Stores Inventory	50,327	-	50,327
Less: Assigned			
Vacation Carryover	209,040	-	209,040
Less: Economic Uncertainty Reserve	1,366,140	-	1,366,140
Uncommitted/Unassigned/Unappropriated Fund Balance	3,369,624	-	3,369,624
Fund 17 Projected End of Year Balance	2,866,530	-	2,866,530
Projected Reserves	7,602,294	-	7,602,294
As a % Estimated Expense Total	16.69%		

(Includes reduction for 2010-11 audit adjustment)

- * Projected Reserve % 2013-14 6.80%
- * Projected Reserve % 2014-15 -5.63%

* Based on latest multi-year projection assumptions



BACKGROUND:

At the October 2, 2012 meeting, the Board of Education was presented with an item to approve an agreement with Decision Insite ("DI") to perform a 10-year student enrollment projection with residential development research and to procure a license for use of an overlaying geographic information system for analyzing student enrollment and demographics.

At that meeting Board members expressed concerns, requested additional information, and wished to see comparison costs from other vendors for similar services. The 3 primary concerns raised regarding purchase of the enrollment projection and use of the DI software system included:

- 1) Confidentiality of sensitive demographic data associated with students and families within the District's boundaries;
- 2) Whether the significant functionality of the Decision Insite web interface software system was necessary and whether a simple student enrollment projection would suffice; and
- 3) On-going, annual cost for the use of the software system.

Tonight, this item will return to the Board for additional consideration, addressing the questions and concerns brought forth by the Board and including a comparison cost analysis.

To address concern #1, Administration asked DI for its policy and practices related to student data. DI provided the following statement:

Privacy:

In order for DI to prepare our projections and for our clients to get complete functionality from the system we need an export of student data. The data is exported from the districts SIS, usually by the district person in charge of the SIS, and then uploaded via our secure site. We use SSL encryption technology (Secure Sockets Layer) during this process. This is the same technology used in the banking and credit card industry.

The data is then stored on our secure servers. These are DI servers not a third party. Our projection people rarely work with the individual student data. The only real work that they do with this is some address clean up so that the data geocodes correctly. These are common address issues such as North or South missing, the street is misspelled or zip code is incorrect. Much of this work is automated - we run it through our technology and then fix those that are not correct.

On the district side, the only personnel that have access to student data are people that you grant that access to. District personnel who do not have admin access cannot access student data. This would be much the same way your SIS works.

*We **never** sell or provide student data to any third parties. To be frank, if we did that, we would be out of business.*

Another option is to only provide student ID numbers - no student names. You would lose some of the reporting capabilities, but this could be an option.

Decision Insite's complete privacy policy is attached for your reference.

To address concerns #2 and #3 and determine whether only performing a student enrollment projection would be more cost effective, Administration performed additional research. Two other vendors with student enrollment projection experience were contacted and asked for quotes for their products and services. These vendors were Davis Demographics and Planware.

It is fairly common for vendors in this field to provide both enrollment projections and licensed accessibility to their proprietary software system. DI does not unbundle these services while Davis and Planware can essentially provide an enrollment projection only. Below is a synopsis of the 3 vendor's proposals:

Item Description	DI	Davis	Planware	Comment
Enrollment Projection Only (One-Time Cost)		21,800	23,327	
Software/Projection On-Going Annual	11,411	17,875	5,000	DI=Annual 1 Yr. Davis=Annual 3 yrs Planware = Annual Software Maintenance
Software/Projection One-Time	3,000		15,901	DI=residential research. Planware=software separate from projection service
Projected 3-Year Cost Projection and Software Use	30,387	53,625	49,228	
Projected 5-Year Cost Projection and Software Use	43,170		59,228	Davis provided no option for 5 years

Decision Insite ("DI") provides two 10-year school by grade enrollment projections each year which are incorporated into the software:

- Conservative: suitable for budgeting and staff deployment
- Moderate: suitable for facilities planning

Decision Insite has provided the following proposal with three options:

Description	Option 1: 1 Year Only	Option 2: Annual Cost for 3 Year Agreement	Option 3: Annual Cost for 5 Year Agreement
IDEAS – Premier	\$11,411	\$9,129	\$8,034
Not to Exceed for Residential Development Research	\$3,000	\$3,000	\$3,000
Total Not to Exceed	\$14,411	\$12,129	\$11,034

If the District chooses a multi-year option and terminates the Agreement earlier, the District would owe the difference for the value of the multi-year discount.

Administration recommends selection of Option 3 with no residential development research. District staff can provide this information to DI for incorporation into the enrollment projections at no additional cost.

RECOMMENDATION:

It is recommended that the Board of Education approve the Agreement with Decision Insite for 10-Year Enrollment Projections and Use of Web-Based Enrollment Projection Software.

This recommendation supports the following District goal:

Learning Environment

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

FISCAL IMPACT:

The fiscal impact would be contingent on the option selected by the Board:

Option 1: 1 Year Only	Option 2: Annual Cost for 3 Year Agreement	Option 3: Annual Cost for 5 Year Agreement
\$11,411	\$9,129	\$8,034

The cost for this service would be paid from Developer Fees.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.1.2.
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Privacy Policy

Definition of Personal Information:

Personal information is defined as any data relating to an identified or identifiable individual.

Statement of Privacy Principles

In handling client, student and employee personal information, we abide by the following principles:

- **We will limit the information we collect to that which is necessary to conduct business.**
 - DecisionInsite collects business contact and student information in compliance with applicable laws and ethical business practices, in order to provide products and services, to conduct business, and to administer the DecisionInsite web site.
 - We collect usernames and passwords from our clients for use in the login portion of the DecisionInsite web site.
 - The business contact information we collect is an individual's name, title, business address, email address or telephone number, and any other information our clients voluntarily provide us.
 - The primary information collected from the student record includes the student identification number, gender, home address, grade in school, dates of first enrollment in the district and in the school, and ethnicity. Student names are not a necessary part of the record we collect; however, when provided, we use them to help identify and delete duplicate records.
- **We promise to use only legal, ethical and professionally accepted practices in collecting data.**
 - We will deliberately limit our use of the data we collect
 - DecisionInsite shall not use or disclose business contact or student information for purposes other than those for which it was collected, except with the consent of the Person or as required by law.
 - We collect student information only for statistical and aggregate querying purposes, the results of which cannot be associated with a specific person.
 - At no time shall DecisionInsite divulge any data about particular students or families to which it has access neither during the production of the product nor subsequent to the final creation of the deliverable product.
 - We will not disclose any personal information in a manner that would link the information disclosed to the individual to whom it pertains.
 - DecisionInsite may from time to time use a person's business contact information to contact the person about changes, enhancements or similar notices related to DecisionInsite products and services.
- **We will apply stringent procedural and technological security safeguards**
 - DecisionInsite will protect personal information with physical, electronic and procedural safeguards that are appropriate to the sensitivity of the information, in order to protect it from unauthorized access, release or use.
 - Only DecisionInsite employees who need to know in order to provide products or services to you, or whose duties reasonably so require, are granted access to personal information about individuals.
 - DecisionInsite makes very limited use of "cookies." Cookies are files or file entries placed on your computer's hard drive by a web site, that allow monitoring of your use of the site. We use cookies only to store a unique session ID so that we can keep each user's session separate from other users.
- **We will carefully limit data that may be shared with other vendors or agencies**
 - DecisionInsite does not and will not sell, rent, or otherwise provide personal information to outside marketers.
 - DecisionInsite may use third-party vendors e.g., data storage and processing facilities, to assist us in administering our web site or providing our products and services.
 - We may transfer personal information to vendors who have entered into a contract with DecisionInsite in ways that protects the confidentiality of your information and permits the vendor to use it only as reasonably necessary to fulfill its contract with DecisionInsite.
 - We may also provide personal information to third-parties if we believe in our discretion it would be helpful to us in responding to you. For example, if you ask us to provide you with information about one of our partners, we may provide your request and contact information to such partner so that the partner may respond to your request directly.
 - DecisionInsite may disclose personal information as it believes is reasonably necessary to comply with law, regulation or other governmental authority or to prevent harm to you or others.
 - DecisionInsite may disclose personal information upon a transfer or sale to another entity of all or substantially all of DecisionInsite's assets or stock in DecisionInsite's line of business to which this Privacy Policy relates.
- **We will be open concerning our policies and practices**
 - DecisionInsite will respond to questions about our Privacy Principles, policies and procedures; and will address privacy complaints about possible privacy violations.
 - We will provide clients and employees with easily understood information about our policies regarding the collection, use, and disclosure of personal information.
 - DecisionInsite reserves the right to change this privacy policy, and will post any revisions on our web site.

Discussion and/or Action Item E.2.1.
Prepared by Karl Christensen
November 6, 2012

Agreement with Webb-Cleff Architecture &
Engineering Inc. to Provide Architectural
Services for the Chet F. Harritt Snack
Bar/Restroom Project

BACKGROUND:

At the August 7, 2012, meeting, the Board of Education approved use of Webb-Cleff Architecture & Engineering Inc. ("Webb-Cleff") to provide architectural services for Santee School District projects. At the August 21, 2012, meeting, the Board gave staff direction to pursue Option B for the conversion of PS3 and PS4 portables to storage, a snack bar, a meeting room, and restrooms for the Chet F. Harritt School snack bar and restroom building.

The scope of work is to provide design and construction services for the conversion of two (2) existing relocatable buildings into a snack bar, restrooms, meeting room, and storage spaces. The supporting site work will include purchase and installation of a batting cage and bleachers for a total architectural and engineering fee of \$26,900.00. A copy of the proposal is attached.

Staff is awaiting copies of the original relocatable building plans and engineering from DSA's files to engineer the required structural changes needed.

RECOMMENDATION:

It is recommended that the Board of Education approve the agreement with Webb-Cleff Architecture & Engineering Inc. for Architectural and Engineering Services for the conversion of PS3 and PS4 portables at Chet F. Harritt School to storage, a snack bar, a meeting room, and restrooms for the joint use fields.

This recommendation supports the following District goals:

Learning Environment

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

FISCAL IMPACT:

The fiscal impact is \$26,900 for architectural and engineering services funded from the Capital Improvement Program funds

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.2.1.
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October 24, 2012

Santee School District
 9625 Cuyamaca St.
 Santee, CA 92071

Attn: Christina Becker, Director of Facilities, Maintenance and Operations

Re: Chet F. Harritt School – Snack Bar, Toilet Building, batting cage and Bleachers
 Architectural and Engineering Design Services

Dear Ms. Becker:

Thank you for the opportunity to provide a proposal on the snack bar and toilet building for Chet F. Harritt School. The following scope of work and proposed fee based upon the preliminary study attached.

Scope of Work:

Provide design and construction period services for the remodel of 2 existing relocatable buildings containing snack bar, 3 toilets, office and storage. The supporting site work will include batting gage, bleachers (max 5 rows), and possibly shade. Project budget is approximately \$250,000.00. Services will include design, DSA, Bid period services, periodic construction observation and services and DSA closeout.

Items not included:

1. Printing – WC-AE will provide review prints and DSA submittal prints. Bid period and construction period prints will be additional cost.
2. Storm water pollution protection plan.
3. DSA fees
4. Utility permit fees
5. Survey
6. Soils report

Fee:

Item Description	Proposed Fee
Architecture	\$15,000.00
Structural	\$5,000.00
Mechanical and Plumbing	\$3,500.00
Electrical	\$2,100.00
Civil	\$1,000.00
Printing / Misc. expenses	\$300.00
TOTAL PROPOSED FEE	\$26,900.00

*Consultant fees have no mark up.

We will be able to begin work at any time. Please let us know if the proposed fee is acceptable, or if you need additional information.

Sincerely,

Robert D. Webb, AIA, LEED
 Webb Cleff Architecture and Engineering

531 Encinitas Blvd., Ste 114, Encinitas, CA 92024
 Ph. 760.753.6800 Fax 760.452.7541 info@wc-ae.com

Discussion and/or Action Item E.3.1.
Prepared by Minnie Malin
November 6, 2012

Approval of Side Letter Agreement with CSEA
Governing Pay Rates, Benefits, and Various
Rights for Campus Aides as Bargaining Unit
Members and Revisions to Campus Aide Job
Description

BACKGROUND:

On August 31, 2012, the Public Employees Review Board (PERB) ruled in favor of the California School Employees Association (CSEA) Chapter 557's request to include Campus Aide positions in the collective bargaining unit. Prior to inclusion in the CSEA bargaining unit, Campus Aides were paid at a rate of \$9.48 per hour for a maximum of 180 days with no salary schedule step advancement, longevity award, holidays, sick or vacation leave benefits.

Administration has worked collaboratively with CSEA to negotiate pay rates, benefits, and rights for Campus Aides as members of the CSEA bargaining unit while considering the financial constraints of the District. The Side Letter Agreement with CSEA presented tonight for approval by the Board of Education includes the following compensation related provisions:

- New line added to the current Classified Salary Schedule with hourly rates starting at \$8.75 per hour at Step A with 2.5% step increments through Step F
- Current Campus Aides = \$9.19 per hour at Step C; New hires after November 1, 2012 = \$8.75 per hour at Step A
- First eligible for step advancement on July 1, 2014
- Pay for holidays (currently 14 days; 13 days in 2012-13)
- Pay for vacation days (7 days for a full year, 5.5 days in 2012-13)
- Sick leave (9 days for a full year, 7.75 days in 2012-13)

RECOMMENDATION:

Administration recommends approval of the Side Letter Agreement with CSEA governing pay rates, benefits, and rights of Campus Aides as members of the CSEA bargaining unit and the revised job description effective November 1, 2012.

FISCAL IMPACT:

The first full year annual cost associated with the CSEA unit modification and implementation of the Side Letter Agreement will be approximately \$16,700. An additional cost increase of approximately \$5,000 per year will be experienced in 2014-15 and 2015-16. In subsequent years when most Campus Aides reach the top of the salary schedule, an additional annual increase of between \$1,000 and \$2,000 is expected. The increase in cost will be paid from the Unrestricted General Fund.

STUDENT ACHIEVEMENT IMPACT:

This is a personnel item and is not expected to impact student achievement.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.3.1

**Santee School District
And
California School Employees Association, Chapter #557**

**Side Letter Agreement
Inclusion of Campus Aides in the Bargaining Unit**

The California School Employees Association, Chapter 557 ("CSEA") and the Santee School District ("DISTRICT"), collectively referred to as "the PARTIES", agree as follows:

RECITALS:

- On or about June 22, 2012, CSEA submitted a Unit Modification Request to the Public Employees Review Board ("PERB") to include Campus Aides in the bargaining unit;
- On August 31, 2012, PERB approved the Unit Modification Request thereby making Campus Aides a member of the CSEA Bargaining Unit ("PERB Ruling Date");
- Prior to inclusion in the CSEA Bargaining Unit, Campus Aides were paid at a rate of \$9.48 per hour for a maximum of 180 days with no salary schedule step advancement, longevity award, holidays, sick or vacation leave benefits. Most Campus Aides currently work 2 hours per day with a few working less hours per day;
- The current Salary Schedule begins at Range 15 with a higher hourly rate at Step A (\$10.09) than that of the non-bargaining unit Campus Aide.

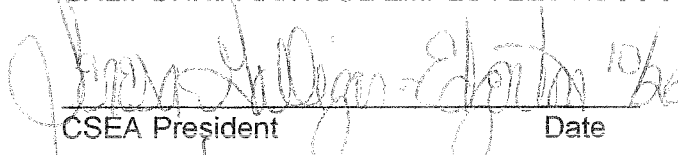
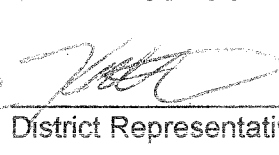

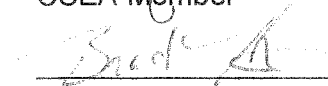
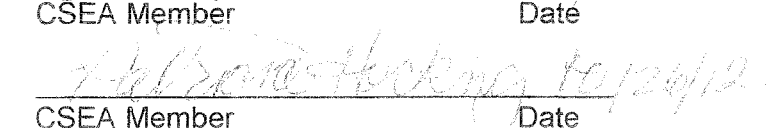
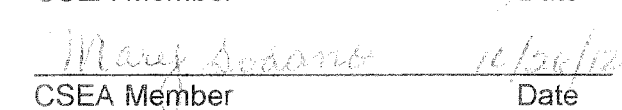
TERMS:

- Campus Aides shall be added to the Assistant Series and be considered bargaining unit members.
- A new line on the Classified Salary Schedule shall be added for Campus Aides to include the following hourly rates ("Campus Aide Salary Schedule"):
 - Step A = \$8.75
 - Step B = \$8.97
 - Step C = \$9.19
 - Step D = \$9.42
 - Step E = \$9.66
 - Step F = \$9.90
- Current employees in the Campus Aides classification ("Current Campus Aides") shall be placed on Step C of the Campus Aide Salary Schedule and be given the following hire date and status:
 - Those hired prior to the start of the 2012-13 fiscal year as a non-bargaining unit member Campus Aide shall be given a hire date in the bargaining unit classification of July 1, 2012.
 - Those hired on or after the start of the 2012-13 fiscal year as a non-bargaining unit member Campus Aide shall be given a hire date in the bargaining unit classification of their District Hire Date.
- First salary advancement shall be July 1, 2014.
- Campus Aides shall be considered nine (9) month employees and receive the following compensation related rights and benefits afforded CSEA Bargaining Unit Members pursuant to the contract between CSEA and the DISTRICT ("Employment Contract") in addition to all other rights and benefits not related to compensation, except as noted in subsequent sections of this Side Letter Agreement:

- Annual step advancement on the Salary Schedule in accordance with Article 17 equal to an approximate 2.5% annual salary increase
- Longevity award of 4% added to the current salary at the beginning of the 15th, 18th, 21st, 24th, 27th, and 30th years of service using the Effective Date below in accordance with Article 17
- Paid holidays in accordance with Article 12
- Vacation Days in accordance with Article 13
- Sick Leave in accordance with Article 16
- Current Campus Aides who are also working in other bargaining unit positions shall be allowed to remain in these positions.
- Current Campus Aides hired prior to January 1, 2012 as a non-bargaining unit campus aide shall be considered to have completed their probationary period and shall be deemed permanent. Those hired on or after January 1, 2012 shall be probationary employees and shall serve out the remainder of their probation by District Hire Date. District hire date shall be used for the purpose of establishing seniority.
- DISTRICT Administrators shall be formally notified that they are to cease previous evaluation procedures and practices utilized for non-bargaining unit Campus Aides and begin using evaluation procedures and practices contained in the Employment Contract.
- CSEA state and chapter dues shall be deducted beginning with the November 2012 pay warrant.
- Time sheets shall no longer be used to account for regular assigned time worked as of the Effective Date.
- Leave, holiday, and vacation provisions shall begin as of the Effective Date. Hourly pay rate for the period from the beginning day of service in the 2012-13 school year until the Effective Date shall be the rate in effect prior to the PERB Ruling Date (\$9.48).
- All changes above shall be effective as of November 1, 2012 ("Effective Date") and shall be implemented upon approval by the Governing Board of the District and ratification by CSEA ("Implementation Date").
- It is agreed that the intent of this language is to allow the smooth transition of the Campus Aide from a non-bargaining unit member to a bargaining unit position while establishing them on the classified pay scale and ensuring them all of the rights of the nine (9) month employee under the CBA along with establishing a clear seniority list in the event future layoffs are necessary.

CALIFORNIA SCHOOL EMPLOYEES ASSOC.

SANTEE SCHOOL DISTRICT

	10/26/12		10-26-12
CSEA President	Date	District Representative	Date
	10/26/12		
CSEA Member	Date		
	10/26/12		
CSEA Member	Date		
	10/26/12		
CSEA Member	Date		
	10/26/12		
CSEA Member	Date		

SANTEE SCHOOL DISTRICT

CAMPUS AIDE (Non-Bargaining Unit Position)

DEFINITION

Under the direction of ~~the site administrator~~ administration, supervise campus activities to assure the safety and security of students, staff and visitors in non-classroom activities; enforce and assure student compliance with school and District rules, regulations, policies and procedures.

EXAMPLE OF DUTIES

1. Continuously moves while patrolling and supervising assigned campus areas, assuring students are safe, orderly, secure and within supervised areas.
2. Monitors eating areas, ~~lunch tables, lunch lines,~~ walkways, restrooms, indoors, grounds; assures safety and security of students and staff.
3. Maintains a clean eating area for students by removing debris, crumbs, spills and stacking trays or recycled items as needed.
4. Enforces and assures student compliance with school and District rules, regulations, zero tolerance policies and procedures; responds to complaints from students, teachers, parents and others; investigates, deters and reports unusual, suspicious activities; prevents or breaks up student conflicts and fights.
5. Monitors student behavior and activity during lunchtime and/or breakfast; assures students arrive to class in a timely manner.
6. Confers with students, administrators, faculty, staff and others concerning student behavior and assigned activities; interviews students, staff and others concerning incidents; reports incidents involving students and the public to appropriate staff, faculty or administrator.
7. Directs authorized visitors to desired destinations; provides general information and assistance; assures non-students on campus are authorized visitors; escorts students to and from administrative offices as needed.
8. Detains students pending the arrival of administrators and provides information to and assists law enforcement agencies with legal matters involving students.
9. Provides general information, assistance and guidance to students; responds to student inquiries and concerns.
10. Reports safety and sanitary hazards to appropriate personnel; responds to emergency situations as needed.
11. Refers students to the health office for cases of injury or illness.
12. Maintains routine records related to incidents.
13. Manages play equipment for student use by checking out equipment to designated grade levels, rolling out and setting up equipment, replacing or fixing broken or damaged equipment.
14. Locks and unlocks doors and gates as appropriate.
15. **Perform related duties as assigned.**

OTHER DUTIES:

~~Perform related duties as assigned.~~

QUALIFICATIONS GUIDE

Knowledge of:

1. Basic methods of individual and group supervision.
2. Basic methods for managing and motivating students.
3. Basic interests, attitudes, behaviors and emotional development of adolescents.
4. Oral and written communication skills.

QUALIFICATIONS GUIDE

Knowledge of (continued):

5. Health and safety regulations.
6. Interpersonal skills using tact, patience and courtesy.
7. Basic record-keeping techniques.

Ability to:

1. Patrol and supervise campus activities to assure the safety and security of students, staff and visitors in non-classroom activities.
2. Assure student compliance with school and District rules, regulations, policies and procedures.
3. Act quickly with mature judgment.
4. Report occurrences of suspicious activity.
5. Learn, interpret, apply and explain rules, policies and regulations.
6. Prevent or break up student conflicts and fights.
7. Establish and maintain cooperative and effective working relationships with others.
8. Understand and follow oral and written instructions.
9. Maintain routine records related to assigned activities.
10. Determine appropriate action within clearly defined guidelines.
11. Communicate effectively both orally and in writing.
12. Observe health and safety regulations.

Training and Experience:

Equivalent to the completion of the twelfth grade; a work history indicating reliability and familiarity with school age students; or any combination of training and/or experience that could likely provide the desired knowledge and abilities.

Characteristics:

Good health and freedom from communicable diseases; good physical condition, agility and strength commensurate with the duties of the class; honesty; industry; initiative; dependability and good judgment in conjunction with position duties; loyalty and other related qualities.

Working Conditions:

Outdoor and playground environment; may be exposed to extreme hot and cold temperatures; exposure to loud noises. Daily work hours during the work year may shift due to modified days, heat days, or rainy days in order to meet the needs of varying lunch schedules.

Physical Abilities:

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

- **Regularly required to stand for long periods; walk; talk and hear.**
- **Occasionally required to reach with hands and arms; climb or balance; stoop; kneel; and crouch.**
- **Regularly lift / push / pull moderately heavy and/or bulky items / objects.**
- **Must be able to see to perform assigned duties.**
- **A pre-placement physical examination and clearance are prerequisites for employment.**

BOARD POLICIES AND BYLAWS Item F.

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

Agenda Item F.

Discussion and/or Action Item F.1.1.
Prepared by Karl Christensen
November 6, 2012

Second Reading: Revised Board Policy 3511,
"Storm Water Master Plan"

BACKGROUND:

At the August 21, 2012 meeting, the Board of Education approved the annual Storm Water Management Plan Report. The revisions to Board Policy 3511 are necessary to align with our Storm Water Management Plan.

RECOMMENDATION:

Revised Board Policy 3511 is presented for a second reading. It is recommended that the Board of Education approve the revisions to BP 3511.

This recommendation supports the following District goal:

Learning Environment

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

FISCAL IMPACT:

There is no fiscal impact.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item G.1.1.
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ENERGY AND WATER MANAGEMENT

The Governing Board recognizes the importance of minimizing the district's use of natural resources, providing a high-quality environment that promotes health and productivity, and effectively managing the district's fiscal resources. To that end, the Superintendent or designee shall develop a resource management program which includes strategies for implementing effective and sustainable resource practices, exploring renewable and clean energy technologies, reducing energy and water consumption, minimizing utility costs, reducing the amount of waste of consumable materials, encouraging recycling and green procurement practices, and promoting conservation principles.

The Superintendent or designee shall regularly inspect district facilities and operations and make recommendations for maintenance and capital expenditures which may help the district reach its conservation and management goals.

The Superintendent or designee shall make every effort to identify funding opportunities and cost-reducing incentive programs to help the district achieve its conservation and management goals.

The Superintendent or designee shall periodically report to the Board on the district's progress in meeting its conservation and management goals.

Storm Water Management

The Board desires to ensure that, to the maximum extent practicable, the district reduce the discharge of pollutants into the water system in order to minimize the threat to water quality from storm water runoff. When the district has been designated by the State Water Resources Control Board or a regional water quality control board, the Superintendent or designee shall ensure that the district complies with applicable General Permit requirements.

The Superintendent or designee shall develop a storm water management plan and shall submit the plan and a resolution authorizing the implementation of the plan to the Board for approval. The district's plan shall describe best management practices, measurable goals, and timetables for implementation in the following areas:

1. Public education and outreach on storm water impacts including distribution of storm water posters and calendars to school sites for posting and placement of the Storm Water Management Plan on the District Website.
2. Public participation, such as participation in adoption and implementation of the plan
3. Illicit discharge detection and elimination, such as maps and programs to detect and eliminate illicit non-storm water discharges

4. Construction site storm water runoff control, such as reviewing construction plans, inspecting sites, and tracking construction site runoff, as well as erosion and sediment controls
5. Post-construction storm water management, such as developing design standards for preventing runoff and verifying proper maintenance and operation of control procedures
6. Pollution prevention and good housekeeping, such as evaluating waste disposal, material storage, and equipment-cleaning procedures and spill prevention, including at bus maintenance facilities
7. All Purchase Orders and Facilities Use Agreements shall have the following contract language added:

Vendor shall comply with the lawful requirements of the District, the State of California, and all applicable municipalities and local agencies regarding discharges to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

The Superintendent or designee shall regularly report to the Board on the status of the district's implementation efforts.

Legal Reference:

EDUCATION CODE

41422 School term or session length, failure to comply due to disaster

46392 Emergency conditions; ADA estimate

PUBLIC RESOURCES CODE

25410-25421 Energy conservation assistance

WATER CODE

13383.5 Storm water discharge monitoring requirements

CODE OF REGULATIONS, TITLE 23

2200 Discharge permit fees

UNITED STATES CODE, TITLE 33

1342 National pollutant discharge elimination system

CODE OF FEDERAL REGULATIONS, TITLE 40

122.1-122.64 National pollutant discharge elimination system

BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS Item G.

CLOSED SESSION Item H.

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

The Board will go into Closed Session to discuss:

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

RECONVENE TO PUBLIC SESSION Item I.

ADJOURNMENT Item J.