



# Santee School District

## SCHOOLS:

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

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

## BOARD OF EDUCATION ORGANIZATIONAL MEETING AGENDA December 6, 2016

### 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>
<b>A. OPENING PROCEDURES – 7:00 p.m.</b>	<b>6</b>
1. Call to Order and Welcome	
2. District Mission	
3. Pledge of Allegiance	
4. Approval of Agenda	
<b>B. ORGANIZATIONAL MEETING</b>	<b>7</b>
1. <b><u>Election of Board of Education Officers</u></b>	<b>8</b>
It is recommended that the Board of Education elect officers through rotation according to Board Bylaw 9120 and that the Board Bylaw 9120 be revised to reflect the officer rotation for 2017.	
2. <b><u>Board Meeting Calendar for 2017</u></b>	<b>9</b>
It is recommended that the Board of Education approve continuation of the existing meeting schedule with meeting dates for 2017 as listed.	
3. <b><u>Board of Education Representatives to Councils, Advisory, and Other Committees</u></b>	<b>12</b>
It is recommended that the Board of Education assign Board members to serve as Board representatives to Advisory and other committees for 2017.	
<b>C. REPORTS AND PRESENTATIONS</b>	<b>14</b>
1. Superintendent's Report	
1.1. Developer Fees and Collection Report	15
1.2. Use of Facilities Report	16
1.3. Enrollment Report	17
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2. Spotlight on Learning: Pepper Drive School	20

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

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

<b>D. PUBLIC COMMUNICATION</b>	21
<i>During this time, citizens are invited to address the Board of Education about any item not on the agenda. Request-to-speak cards should be submitted in advance. The Board may not take action on any item presented. The Board has a policy limiting any speaker to five minutes. Meetings are recorded.</i>	
<b>E. PUBLIC HEARING</b>	22
<b>1. <u>Transitional Kindergarten Instructional Minutes California Department of Education Waiver Renewal</u></b>	23
<b>F. CONSENT ITEMS</b>	25
<i>Items listed under Consent are considered to be routine and are acted on by the Board with a single motion. There is no discussion of these items prior to the Board vote unless a member of the Board, staff, or public requests specific items be considered separately. Request to speak cards should be submitted in advance.</i>	
<b>Superintendent</b>	
<b>1.1. <u>Approval of Minutes</u></b>	26
It is recommended that the Board of Education approve meeting minutes with any necessary modifications.	
<b>Business Services</b>	
<b>2.1. <u>Approval/Ratification of Travel Requests</u></b>	35
It is recommended that the Board of Education ratify the authorization granted to personnel requesting out-of-district travel as listed in the item.	
<b>2.2. <u>Approval/Ratification of Revolving Cash Report</u></b>	37
It is recommended that the Board of Education approve/ratify revolving cash checks as listed.	
<b>2.3. <u>Acceptance of Donations</u></b>	39
It is recommended that the Board of Education accept donations listed in the item and authorize letters of appreciation to be sent on behalf of the Board.	
<b>2.4. <u>Approval/Ratification of Expenditure Transactions Charged to District Issued Purchasing Cards (P-Cards)</u></b>	40
It is recommended that the Board of Education approve/ratify expenditure transactions charged to District P-Cards for the month of October 2016.	
<b>2.5. <u>Approval of Consultants and General Service Providers</u></b>	46
It is recommended that the Board of Education approve agreements with Consultants and General Service Providers as presented.	
<b>2.6. <u>Annual and Five-Year Developer Fee Report</u></b>	48
It is recommended that the Board of Education accept the Annual and Five-Year Developer Fee Report pertaining to transactions for the 2015-16 fiscal year and facility plans for the subsequent 5 years.	
<b>2.7. <u>Agreement with Webb-Cleff for Architectural Services Related to Pepper Drive Relocatable Modernization Project</u></b>	57
It is recommended that the Board of Education approve an Agreement with Webb-Cleff for Architectural Services related to the Pepper Drive Relocatable Modernization Project.	

- 2.8. **Agreement with Vavrinek, Trine, Day & Co. LLP for Services Related to the Calculation of Arbitrage Earnings for Outstanding Debt Issues** 60  
It is recommended that the Board of Education approve an Agreement with Vavrinek, Trine, Day & Co. LLP for services related to the calculation of arbitrage earnings for outstanding debt issues.

### **Educational Services**

- 3.1. **Approval of Transitional Kindergarten Instructional Minutes Waiver 2017-2019** 65  
It is recommended that the Board of Education approve the submission of the Transitional Kindergarten Instructional Minutes Waiver through June 2019.
- 3.2. **Ratification of Nonpublic School Master Contract with Stein School for Nonpublic School Services** 67  
It is recommended that the Board of Education approve the 1:1 aide for one student attending Stein School for the term of October 3, 2016 through June 30, 2017.
- 3.3. **Approval of Master Contract Appendix A with Stein School for Nonpublic School Services** 68  
It is recommended that the Board of Education approve the Nonpublic School Master Contract Appendix A with Stein School for one student for the term of December 5, 2016 through June 30, 2017 as well as a 1:1 aide.
- 3.4. **Approval of Nonpublic Agency Master Contract with SPOT Kids Therapy for Occupational Therapy** 69  
It is recommended that the Board of Education approve the Nonpublic Agency Master Contract with SPOT Kids Therapy for a .2 FTE occupational therapist for the term of January 2, 2017 through June 30, 2017.
- 3.5. **Approval of Amended Nonpublic Agency Contract Appendix B with Maxim Healthcare for Nursing Services** 70  
It is recommended that the Board of Education approve the amended Nonpublic Agency Appendix B Contract with Maxim Healthcare for the 2016-2017 school year.

### **Human Resources/Pupil Services**

- 4.1. **Personnel, Regular** 71  
It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations, and dismissals.
- 4.2. **Approval of Short Term Position** 73  
It is recommended that the Board of Education approve the short term position.
- 4.3. **Approval to Accept Memorandum of Understanding with Azusa Pacific University as Part of Santee TLC Initiative at Cajon Park School** 74  
It is recommended that the Board of Education approve to accept the MOU with Azusa Pacific University as Part of Santee TLC Initiative at Cajon Park School.
- 4.4. **Approval of Agreement with Public Consulting Group (PCG) to Provide Claims Administration Services for Medicaid Administrative Activities (MAA)** 83  
It is recommended that the Board of Education approve the agreement with PCG to Provide Claims administration services for MAA.
- 4.5. **Approval of Credential Waiver** 95  
It is recommended that the Board of Education approve the credential waiver.
- 4.6. **Approval of Agreement for Special Services with School Services of California, Inc.** 96  
It is recommended that the Board of Education approve the agreement for special services with School Services of California, Inc.

<b>G.</b>	<b>DISCUSSION AND/OR ACTION ITEMS</b>	99
	<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>	
	<b>Educational Services</b>	
1.1.	<b><u>Ratification/Acceptance for Ottercares Foundation Innovation Station Grant for Sycamore Canyon School</u></b>	100
	It is recommended that the Board of Education ratify the submission and accept the funds for the Ottercares Foundation Innovation Station Grant for Sycamore Canyon School.	
	<b>Business Services</b>	
2.1.	<b><u>Approval of First Period Interim Report</u></b>	102
	It is recommended that the Board of Education approve the First Interim Report with a positive certification regarding the District's ability to meet its financial obligations for the 2015-16 fiscal year and two subsequent years.	
2.2.	<b><u>Approval of Monthly Financial Report</u></b>	103
	It is recommended that the Board approve the Monthly Financial Report for cash and budget revision transactions posted through October 31, 2016.	
2.3.	<b><u>Authorization to Solicit Bids for Shade Structure Replacement at Five Schools</u></b>	106
	It is recommended that the Board of Education authorize staff to solicit formal bids from contractors for the shade structure replacement project at five schools.	
2.4	<b><u>Approval of Agreement with State Water Resources Control Board for the Drought Response Outreach Program for Schools Grant</u></b>	107
	It is recommended that the Board of Education approve the Agreement with the State Water Resources Control Board for the Drought Response Outreach Program for Schools Grant.	
2.5.	<b><u>Approval of Agreement with Webb-Cleff for Architectural and Advisory Services Related to Drought Response Outreach Program for Schools Grant Projects</u></b>	130
	It is recommended that the Board of Education approve an Agreement with Webb-Cleff for Architectural and Advisory Services related to the Drought Response Outreach Program for Schools Grant.	
2.6.	<b><u>Approval of Agreement with Ninyo &amp; Moore for Testing Services Related to Drought Response Outreach Program for Schools Grant Projects</u></b>	132
	It is recommended that the Board of Education approve an Agreement with Ninyo & Moore for Testing Services related to the Drought Response Outreach Program for Schools Grant.	
	<b>Superintendent</b>	
3.1.	<b><u>Board's Legislative Goals for 2017</u></b>	136
	Proposed Board Legislative Goals for 2017 will be presented for Board consideration. Action is at the direction of the Board of Education.	
<b>H.</b>	<b>BOARD POLICIES AND BYLAWS</b>	139
1.1.	<b><u>First Reading: Revisions to BP/AR 1312.3 - Uniform Complaint Procedures and AR 1312.4 – Williams Uniform Complaint Procedures</u></b>	140
	This is the first revision reading of BP/AR 1312.3 - Uniform Complaint Procedures and AR 1312.4 – Williams Uniform Complaint Procedures. Any action taken is at the discretion of the Board of Education.	

I.	<b>BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS</b>	176
J.	<b>CLOSED SESSION</b>	176
1.	<b><u>Consideration of Student Matter</u></b> (Ed. Codes § 35146, 48912 and 48918)	
2.	<b><u>Conference with Legal Counsel</u></b> – Existing Litigation (Govt. Code § 54956.9) <i>One (1) Case – OAH No. 2016110119</i>	
3.	<b><u>Public Employee Discipline/Dismissal/Release</u></b> (Govt. Code § 54957)	
4.	<b><u>Conference with Labor Negotiator</u></b> (Govt. Code § 54957.6) <i>Purpose: Negotiations</i> <i>Agency Negotiator: Tim Larson, Assistant Superintendent</i> <i>Employee Organization: Santee Teachers Association (STA)</i>	
5.	<b><u>Conference with Labor Negotiator</u></b> (Govt. Code § 54957.6) <i>Purpose: Negotiations</i> <i>Agency Negotiator: Tim Larson, Assistant Superintendent</i> <i>Employee Organization: Classified School Employees Association (CSEA)</i>	
6.	<b><u>Conference with Real Property Negotiators</u></b> (Govt. Code § 54956.8) <i>Property:</i> <ul style="list-style-type: none"><li>• <i>Elliot Site #2 (Parcel #: APN 366 050 16 - east of landfill; North of West Hills High School – area commonly known as Camp Elliott)</i></li><li>• <i>10335 Mission Gorge Road, Santee 92071 (formerly known as Santee School Site)</i></li><li>• <i>Property adjacent to 9219 Fenway Road, Santee, CA 92071 located at 10201 Settle Road, Santee, CA 92071 (Sycamore Canyon School)</i></li></ul> <i>Agency Negotiator: Karl Christensen, Assistant Superintendent</i>	
7.	<b><u>Public Employee Performance Evaluation</u></b> (Govt. Code § 54957) <i>Superintendent</i>	
K.	<b>RECONVENE TO PUBLIC SESSION</b>	176
L.	<b>ADJOURNMENT</b>	176

**Please note:** Per SB 343, the supporting documents for this meeting agenda are available in the lobby at the Santee School District Office, located at 9625 Cuyamaca St., Santee, CA 92071 and will be available for viewing at the meeting. The next regular meeting of the Board of Education is scheduled for January 17, 2017, at 7:00 p.m., in the Douglas E. Giles Educational Resource Center. Santee School District complies with the Americans with Disabilities Act. If you require reasonable accommodations including alternate formats for this meeting, contact the Superintendent's Office at (619) 258-2304 at least two (2) days before the meeting date.

Members present:

\_\_\_ Ryan  
\_\_\_ Levens-Craig  
\_\_\_ El-Hajj  
\_\_\_ Fox  
\_\_\_ Burns

## ITEM A. OPENING PROCEDURES

1. Call to Order and Welcome – 7:00 p.m.
2. District Mission  
*Santee School District assures a quality education empowering students to achieve academic excellence and to develop life skills needed for success in a diverse and changing society.*
3. Pledge of Allegiance
4. Approval of Agenda for the December 6, 2016, organizational meeting

Agenda Item A.

**Item B. ORGANIZATIONAL MEETING**

1. Election o Board of Education Officers
2. Board Meeting Calendar for 2017
3. Board of Education Representative to Councils, Advisory, and Other Committees

Organizational Meeting Item B.1.  
Prepared by Cathy A. Pierce, Ed.D.  
December 6, 2016

Election of Board of Education Officers

**BACKGROUND:**

California Education Code Sections 35143 and 72000 provide that the governing board of each school district shall hold an annual organizational meeting between December 2 and December 16, 2016. California Education Code Section 35022 provides that every school district governing board shall elect at its organizational meeting a president and a clerk from among its members.

Tonight the governing board will hold its annual organization meeting in accordance with these Education Codes.

Board Bylaw 9120 describes the Board's procedure for automatic rotation of Board officer positions at its annual organizational meeting. The Board must take formal action to annually implement the bylaw. The officers serve until the next annual organizational meeting. Upon the election/rotation of officers, the bylaw will be revised to reflect the changes.

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

In accordance with Board Bylaw 9122, the Superintendent shall act as Secretary to the Board of Education. The policies for each officer of the Board, as well as the Secretary to the Board, are available on the school district web page under School Board. (<http://www.santeesd.net/page/22>)

**RECOMMENDATION:**

Board members will rotate offices and appoint the Superintendent as Secretary to the Board. Board Bylaw 9120 will be automatically revised to reflect the new officers of the Board.

**FISCAL IMPACT:**

There is no fiscal impact to this item.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_ Agenda Item B.1.



**BACKGROUND:**

According to Education Code 35140 and Board Bylaw 9320, a calendar of regular meeting dates must be submitted to the County Office of Education by each governing board immediately following its organizational meeting in December. The purpose of this agenda item is to establish the meeting calendar for the year 2017. Presently, the Board meets on the first and third Tuesdays of each month. The assembly room in the Douglas E. Giles Educational Resource Center is the official regular meeting location. Meetings are held at 7 p.m.

The schedule presented for 2017 reflects no meetings scheduled for January 3, April 4, and July 4, 2017, as they fall during and/or following holiday breaks, impacting staff preparation time.

**RECOMMENDATION:**

Administration recommends continuation of the existing meeting schedule with the exceptions listed above. The recommended meeting schedule is attached.

**FISCAL IMPACT:**

There is no fiscal impact to this item.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_ Agenda Item B.2.



# SANTEE SCHOOL DISTRICT

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## BOARD OF EDUCATION 2017 MEETING DATES

- Meeting schedule: First and third Tuesdays of each month
- Meeting time: 7:00 p.m.
- Meeting location: Douglas E. Giles Educational Resource Center  
9619 Cuyamaca Street  
Santee, CA 92071

**\*January 17**  
**February 7 and 21**  
**March 7 and 21**  
**\*April 4**  
**May 2 and 16**  
**June 6 and 20**  
**\*July 18**  
**August 1 and 15**  
**September 5 and 19**  
**October 3 and 17**  
**November 7 and 21**  
**December 5 and 19**

\*No regular meetings are scheduled for January 3, April 18, and July 4 due to holiday break schedules.

Board Approved:

# Santee School District 2016-2017 School Calendar

July 2016						
S	M	T	W	Th	F	S
						1 2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

7/4 INDEPENDENCE DAY

- 7/29 Principals return
- 8/1 \*Sch Sec/SACs return
- 8/1 11-mo employees return
- 8/1 VPs return
- 8/8 School offices open to public
- 8/15 Teachers return
- 8/15 District Professional Development
- 8/16 Site Professional Development
- 8/18 10-mo employees return
- 8/22 Students Return
- 8/22 9-mo employees return

January 2017						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- 12/19-1/1 WINTER BREAK
- 1/2 NEW YEAR'S DAY observed
- 1/3 Classes resume
- 1/16 MARTIN LUTHER KING DAY

August 2016						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2017						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

- 2/13 LINCOLN'S DAY
- 2/20 WASHINGTON'S DAY

September 2016						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

9/5 LABOR DAY

March 2017						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

3/6 End of 2nd Trimester (60 days)

October 2016						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2017						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

- 4/10-4/21 SPRING BREAK
- 4/14 LOCAL HOLIDAY
- 4/24 Classes resume

November 2016						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

- 11/11 VETERANS' DAY
- 11/15 End of 1st Trimester (60 days)
- 11/21-11/25 THANKSGIVING BREAK
- 11/24 THANKSGIVING DAY
- 11/25 LOCAL HOLIDAY

May 2017						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

5/29 MEMORIAL DAY Observance

December 2016						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

- 12/5-12/9 Parent/Tchr conf; modified days
- 12/19-1/1 WINTER BREAK
- 12/23 LOCAL HOLIDAY
- 12/26 CHRISTMAS DAY observed
- 12/29 LOCAL HOLIDAY
- 12/30 LOCAL HOLIDAY

June 2017						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

- 6/13 End of 3rd trimester (60 days)
- 6/13 Last school day; minimum day
- 6/13 9-mo emp last work day
- 6/16 10-mo emp last work day
- 6/20 VPs last work day
- 6/23 Prin/Sch Sec/SACs last work day
- 6/30 11-mo emp last work day

Promotion dates vary (please contact school sites)

\*Variations of employee schedules will be approved by supervisor and a copy provided to payroll.

Board Approved: February 16, 2016

Organizational Meeting Item B.3.  
Prepared by Cathy A. Pierce, Ed.D.  
December 6, 2016

Board of Education Representatives to  
Councils, Advisory and Other Committees

**BACKGROUND:**

Board Bylaw 9141 encourages appointment of Board members to serve on District committees, advisory committees/councils, or committees/councils for other agencies or organizations. In doing so, Board members have the opportunity to exchange ideas and opinions with parents, staff, and members of the community. Attached are the assignments designated in 2016.

Meetings of District advisory councils and committees are open to the public and Board members may attend any meetings as they wish. A quorum of Board members may be present as observers without violation of the provisions of the Ralph M. Brown Act (Government Code 54952.2).

**RECOMMENDATION:**

Administration recommends Board Member selection and assignment to committees/councils as desired.

**FISCAL IMPACT:**

None

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_ Agenda Item B.3.



## Santee School District Board of Education 2016 COMMITTEE ASSIGNMENTS

Committee (Staff chairs included)	Burns	El-Hajj	Fox	Levens-Craig	Ryan
<b>A. District Advisory Committee (DAC)</b> <i>Chair: Dr. Stephanie Pierce (formerly ACI)</i>				X	X
<b>B. Other District Committees</b>					
<b>1. Budget Advisory Committee</b> <i>Chair: Karl Christensen</i>		X		Alt	
<b>2. Calendar Committee</b> <i>Chair: Tim Larson</i>		Alt	X		
<b>3. Character Education Committee</b> <i>Chair: John Schweller</i>	X				Alt
<b>4. Communication Committee</b> <i>Chair: Dr. Cathy Pierce</i>				X	
<b>5. Facilities/Safety Committee</b> <i>Chair: Christina Becker/Charlie Myers</i>				X	
<b>6. Audit Ad Hoc Committee</b> <i>(Active as necessary)</i>	X		X		
<b>7. Special Education Advisory Committee</b> <i>Chair: Dr. Stephanie Pierce</i>			X	X	
<b>8. Wellness Committee</b> <i>Chair: Cathy Abel</i>		X			Alt
<b>C. District – Greater Community Committees</b>					
<b>1. Board/Santee City Council Joint Conference Committee</b> <i>District Representative: Dr. Cathy Pierce Board Representatives are Board Pres. and VP</i>				X	X
<b>2. Educational Foundation</b>				X	X
<b>3. County Service Area #69</b>			X		
<b>4. Legislative Representative</b>				X	X
<b>5. Santee Chamber of Commerce</b>				Alt	X
<b>6. Santee Collaborative</b> <i>Collaborative Coordinator: Meredith Riffel</i>			X		

## **Item C. REPORTS AND PRESENTATIONS**

The following items are presented for Board information:

1. Superintendent's Report
  - 1.1. Developer Fees and Collection Report
  - 1.2. Use of Facilities Report
  - 1.3. Enrollment Report
  - 1.4. Claims Against the District
  - 1.5. Schedule of Upcoming Events
  
2. Spotlight on Learning: Pepper Drive School



Requests For Use Of Facilities - December 6, 2016						
Group	Location	Date	Days	Time	Attendance	Fees Applied
<b>Cajon Park</b>						
Girl Scouts Troop # 6805	Classroom	11/09/16 - 6/14/17	Wednesday	6:00 pm - 7:00 pm	15	
Girl Scouts Troop # 5345	Teachers Lounge	11/28/16 - 6/12/17	Monday	6:00 pm - 7:00 pm	7	
<b>Carlton Hills</b>						
West Hills Little League (Meetings)	Classroom	10/12/16 - 4/26/17	Tues - Thurs	4:30 pm - 8:30 pm	15 - 20	
Cub Scout Pack 383 (Pinewood Derby - preparation)	Multi-Purpose	2/10/16	Friday	6:30 pm - 8:30 pm		
Cub Scout Pack 383 (Pinewood Derby)		2/11/16	Saturday	8:00 am - 4:00 pm	90	TBD
<b>PRIDE Academy (Prospect Avenue)</b>						
PTA (Color Run)	Upper Playground/Kitchen	3/11/17	Saturday	7:00 am - 11:00 am	200	TBD
PTA (Spring Fling Carnival)	School Grounds/Kitchen	4/1/17	Saturday	8:00 am - 2:00 pm	250	TBD
<b>Rio Seco</b>						
The Academy (Baseball Practice)	Fields	8/2/16 - 1/26/17	Tues & Thurs	5:00 pm - 7:00 pm	10 - 15	\$5.00/player
Santee Santas (Committee Meeting)	Multi-Purpose	11/21/16	Monday	6:00 pm - 8:00 pm	20	
PTSA (Holiday Shop)	Multi-Purpose	12/1/16 - 12/9/16	Mon - Fri	9:00 am - 2:00 pm	varies	
Pepper Drive 4th Grade (Show Choir Performance)	Multi-Purpose	12/15/16	Thursday	5:00 pm - 7:15 pm	350	
E L Department (Reclassification Ceremony)	Multi-Purpose	3/30/17	Thursday	6:00 pm - 7:00 pm	300	

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



Santee School District  
 ENROLLMENT REPORT  
 11/18/2016  
 Month 4 Week 4  
 School Week 13

SCHOOL	REGULAR ED														SPECIAL ED										Total All									
	TK	EAK 5yo	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	11/18/16	11/20/2015*	# Diff	% Diff	TK	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	11/18/16	11/20/2015*	# Diff	% Diff	11/18/16	11/10/16	# Diff		
Cajon Park			109	96	91	100	119	114	92	106	96	923	961	-38	-4.0%	1	13	2	5	4	10	7	16	9	9	76	54	22	40.7%	999	998	1		
Carlton Hills	24		77	70	77	59	45	49	44	63	55	563	550	13	2.4%		3	2	3	4	5	3	6	2	4	32	32	0	0.0%	595	595	0		
Carlton Oaks			81	82	76	67	86	75	96	87	122	772	788	-16	-2.0%		5	4	6	3	8	11	8	5	7	57	51	6	11.8%	829	828	1		
Chet F. Harritt	22		81	87	80	74	57	51	66	60	63	641	622	19	3.1%		0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	641	642	-1	
Hill Creek	23		82	84	78	85	78	70	75	67	90	732	748	-16	-2.1%	1	2	2	1	4	6	3	0	0	0	19	16	3	18.8%	751	750	1		
Pepper Drive	25		110	107	88	141	116	100	111	92	72	962	924	38	4.1%		0	0	0	0	0	0	2	2	2	6	5	1	20.0%	968	967	1		
Pride Academy	21		75	66	59	60	76	52	54	59	46	568	572	-4	-0.7%		0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	568	569	-1	
Rio Seco			100	100	107	117	123	124	86	103	98	958	932	26	2.8%		4	1	1	5	8	11	7	8	8	53	59	-6	-10.2%	1011	1010	1		
Sycamore Canyon			71	49	48	47	40	47	48	0	0	350	336	14	4.2%		0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	350	350	0	
<b>SUBTOTAL</b>	<b>115</b>	<b>0</b>	<b>786</b>	<b>741</b>	<b>704</b>	<b>750</b>	<b>740</b>	<b>682</b>	<b>672</b>	<b>637</b>	<b>642</b>	<b>6469</b>	<b>6433</b>	<b>36</b>	<b>0.6%</b>	<b>2</b>	<b>27</b>	<b>11</b>	<b>16</b>	<b>20</b>	<b>37</b>	<b>35</b>	<b>39</b>	<b>26</b>	<b>30</b>	<b>243</b>	<b>217</b>	<b>26</b>	<b>12.0%</b>	<b>6712</b>	<b>6,709</b>	<b>3</b>		
Alternative School			3	4	4	1	1	8	3	7	1	32	32	0	0.0%																			
Santee Success								1		1	3	5	8	-3	-37.5%											0	0	0	#DIV/0!	5	8	-3		
NPS												0	0						1		1		3		5	5	0	0.0%	5	5	0			
<b>SUBTOTAL</b>			<b>3</b>	<b>4</b>	<b>4</b>	<b>1</b>	<b>1</b>	<b>9</b>	<b>3</b>	<b>8</b>	<b>4</b>	<b>37</b>	<b>40</b>	<b>-3</b>	<b>-7.5%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>5</b>	<b>5</b>	<b>0</b>	<b>0.0%</b>	<b>42</b>	<b>44</b>	<b>-2</b>		
<b>TOTAL</b>	<b>115</b>	<b>0</b>	<b>789</b>	<b>745</b>	<b>708</b>	<b>751</b>	<b>741</b>	<b>691</b>	<b>675</b>	<b>645</b>	<b>646</b>	<b>6506</b>	<b>6,473</b>	<b>33</b>	<b>0.5%</b>	<b>2</b>	<b>27</b>	<b>11</b>	<b>16</b>	<b>21</b>	<b>37</b>	<b>36</b>	<b>39</b>	<b>29</b>	<b>30</b>	<b>248</b>	<b>222</b>	<b>26</b>	<b>11.7%</b>	<b>6754</b>	<b>6753</b>	<b>1</b>		

\*15-16 Thanksgiving Break 11/23-27

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

SCHOOL	PK	EAK 4yo	Total All
Cajon Park	1	0	1000
Carlton Hills	0	0	595
Chet F Harritt	0	0	641
Hill Creek	0	0	751
Prospect Ave	0	0	568
Sycamore Canyon	52	0	402
<b>Total PKEAK</b>	<b>53</b>	<b>0</b>	<b>0</b>

<b>Total Enrollment Including PK</b>
<b>6807</b>

## 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>CLAIM IDENTIFIER</u>	<u>SITE OF OCCURRENCE</u>	<u>DATE OF OCCURRENCE</u>	<u>DESCRIPTION/ACTION</u>
12062016-1	Rio Seco	October 20, 2015	Medical costs incurred related to YMCA chemical spill

## Schedule of Upcoming Events

Date	Event
December 1-3	California School Boards Association Annual Education Conference
December 5	Communication Committee; 3:30 p.m., ERC
December 5-9	Parent/Teacher Conference Week – Schools on Modified Days
December 6	Organizational Board Meeting for 2016; 7:00 p.m.
December 7	Safety/Facilities Advisory Committee; 3:30 p.m., DO Conf. Room
December 15	Budget Advisory Committee; 6:00 p.m., DO Conf. Room
December 19 – January 2	Winter Break
December 20	Board Meeting; 7:00 p.m.
January 3	Students Return from Winter Break
January 12	District Advisory Committee (DAC); 6:00 p.m., at ERC
January 16	Martin Luther King Holiday – Schools and Departments Closed
January 20	District English Learner Advisory Committee (DELAC); 9:00 a.m., at ERC
January 23	Special Education Advisory Committee; 6:00 p.m., at ERC
February 6	Communication Committee; 3:30 p.m., ERC Character Education Committee; 4:00 p.m., at DO Conf. Room
February 7	Board Meeting; 7:00 p.m.
February 9	District Advisory Committee (DAC); 6:00 p.m., at ERC
February 13	Lincoln Holiday – Schools and Departments Closed
February 20	President’s Day Holiday – Schools and Departments Closed
February 21	Board Meeting; 7:00 p.m.
February 27	Wellness Committee; 3:30 p.m., District Library

**BACKGROUND:**

Cognitively complex tasks, personalized learning, and technology at our fingertips 24/7 are foundational to Santee School District's educational program. In our schools, students are asked to think differently about solving problems, apply learning to real-world situations, and collaborate with peers in novel ways. As students traverse the depth of Common Core State Standards and optimize growth and performance on the Smarter Balanced Assessments (SBAC), the vision of a high-quality instructional program becomes a reality.

In tandem with academic excellence, schools provide a positive culture where students embrace the facets of character education in their daily interactions with others.

Tonight, Principal Ted Hooks and his team will spotlight student learning at Pepper Drive School.

## **Item D. PUBLIC COMMUNICATION**

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

**Item E. PUBLIC HEARING**

1. Transitional Kindergarten Instructional Minutes California Department of Education Waiver Renewal

Public Hearing Item E.1.

Transitional Kindergarten Instructional Minutes  
California Department of Education Waiver Renewal

Prepared by Dr. Stephanie Pierce  
December 6, 2016

**BACKGROUND:**

In accordance with Education Code 37202, students are to attend school for an equal length of school day. Transitional Kindergarten programs operated by a district must be of equal length to any kindergarten programs operated by the same district. If Transitional Kindergarten program instructional minutes are a different length than the kindergarten program instructional minutes, a waiver must be submitted to the State Board of Education.

The public hearing should convene and permit any interested citizens to raise questions or to provide input on the submission of the instructional minutes waiver renewal to the State Board of Education.

Agenda Item E.1.

**PLEASE POST  
Until December 6, 2016**

**NOTICE OF PUBLIC HEARING**

**FROM THE**

**SANTEE SCHOOL DISTRICT**

**FOR**

**Transitional Kindergarten Instructional Minutes  
California Department of Education Waiver**

The Santee School District Board of Education shall hold a public hearing to approve and submit a California Department of Education instructional minutes waiver renewal for the District's Transitional Kindergarten program. The instructional minutes waiver to Education Code 37202 would allow Santee School District to maintain current instructional minutes for Transitional Kindergarten students.

**DATE:** Tuesday, December 6, 2016

**TIME:** 7:00 p.m.

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

Posted 11/18/16  
Santee City Clerk's Office  
Santee Library  
Educational Resource Center  
Santee Chamber of Commerce  
Santee District School Sites



## **Item F. CONSENT ITEMS**

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

Consent Item F.1.1.  
Prepared by Cathy A. Pierce, Ed.D.  
December 6, 2016

Approval of Minutes

**BACKGROUND:**

Presented for Board approval –

- November 15, 2016, regular meeting minutes
- November 14, 2016, special meeting minutes

**RECOMMENDATION:**

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

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

Vote: \_\_\_\_\_

Item F.1.1.

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

November 15, 2016  
**MINUTES**

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

**A. OPENING PROCEDURES**

**1. Call to Order and Welcome**

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

Members present:

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

Administration present:

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

**2. District Mission**

President Ryan invited the audience to recite the District Mission.

**3. Pledge of Allegiance**

President Ryan invited Shylynn Story, 7<sup>th</sup> grade student at Rio Seco School, to lead the members, staff, and audience in the Pledge of Allegiance.

**4. Approval of Agenda**

Member Burns moved approval.

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

**B. REPORTS AND PRESENTATIONS**

**1. Superintendent's Report**

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

**2. Spotlight on Education: Rio Seco School**

Principal Debra Simpson, Principal; and Vice Principals Erica Edmonston and Kristen Bonser shared a presentation that highlighted positive school culture, personalized learning, the faculty's commitment to lifelong learning, student visible learning, and cornerstones to academic achievement at Rio Seco School. Principal Simpson explained Rio School's hard work is shown in the student tests scores. She shared the school's test scores are above the State and District scores in English Language Arts and Mathematics. The Board extended their gratitude towards the Rio Seco staff for portraying all the great things happening at their school and to the students who were present to showcase the robotics component of the Junior High electives.

**3. Passage of California Propositions**

Superintendent Pierce shared that with the recent elections, Administration would provide an update on the recent passage of Propositions 51, 55, and 58.

Karl Christensen, Assistant Superintendent of Business Services, mentioned the overall results of proposition voting on November 8<sup>th</sup> were favorable for K-12 education. Mr. Christensen explained Proposition 51 (School Bonds/Funding for K–12 School and Community College Facilities) had passed. He clarified that whether the District will benefit from any of these dollars is contingent on the following factors:

- Eligibility for new construction and modernization
- Whether the State issues the bonds, and if so, how much
- Ability to provide the necessary matching funding
- And the District's place in line for funding among all other districts submitting for State facilities funding

Mr. Christensen explained Prop 55 (Tax Extension to Fund Education and Healthcare, Initiative Constitutional Amendment) had also passed. He clarified this proposition was the measure to extend (for 10 years) the temporary personal income tax increases for high income earners passed by Prop 30 in 2012. Mr. Christensen explained it was important to note that this measure does not generate new State revenue; it merely extends the revenue that was already being received for more years. The District will not know until January 10<sup>th</sup>, upon release of the Governor's budget proposal for 2017-18, what the State revenue and Prop 98 funding will look like in light of this tax extension and the economy as a whole. Mr. Christensen mentioned the District's revenue assumptions will be revised at Second Interim based on the Governor's proposal and the guidance of School Services of California.

Superintendent Pierce shared Proposition 58 (English Proficiency/Multilingual Education) granted public schools the ability to teach English learners in an English-only classroom, bilingual setting, or other programmatic setting. She mentioned the District would continue to monitor English-learner progress and make programmatic adjustments as needed.

#### **C. PUBLIC COMMUNICATION**

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

#### **D. CONSENT ITEMS**

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

- 1.1. Approval of Minutes
- 1.2. Establish Date and Time of the Board of Education Annual Organizational Meeting
- 1.3. Approval to Omit the January 3, 2017 Board of Education Meeting from the 2017 Board Meeting Calendar
- 2.1. Approval/Ratification of Travel Requests
- 2.2. Approval/Ratification of Expenditure Warrants
- 2.3. Approval/Ratification of Purchase Orders
- 2.4. Approval/Ratification of Revolving Cash Report
- 2.5. Acceptance of Donations
- 2.6. Approval/Ratification of Consultants and General Service Providers
- 2.7. Approval to Submit Application for PL 81-874 and Designation of Authorized Representative
- 2.8. Approval of Agreement with Bally Go Bragh (BGB) for Surplus Sales of Alternative School of Choice Waiver 2017-2019
- 4.1. Personnel, Regular
- 4.2. Adoption of Resolutions Authorizing Teacher Services – Education Code Sections 44256(b), 44258.2, and 44263
- 4.3. Acceptance of Report on Certificated Credentials and Assignments
- 4.4. Approval of Santee Collaborative Reinvestment Plan for the Use of LEA Medi-Cal Funds
- 4.5. Approval to Submit Tobacco-Use Prevention Education (TUPE) Consortium Application with San Diego County Office of Education and East Region Districts for Sixth, Seventh and Eighth Grade Students
- 4.6. Approval of Agreement to Provide Software Services in Complying with Patient Protection and Affordable Care Act and Health Care and Education Reconciliation Act of 2010 between Santee School District and eBenefits Solutions, LLC

Member Burns moved approval.

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

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

**Educational Services**

**1.1. Middle School Elective Application: Rio Seco School**

Principal Simpson expressed her gratitude towards members of the Rio Seco School Site Council and PTA for being present at the meeting. She shared the school's vision and the proposed junior high electives, which included Culinary Arts; Yearbook: Digital Photography/Multi-media; Minecraft/3D Thinking; Visual and Performing Arts; Robotics/Coding; and PALS (eighth-grade students assist teachers in the primary and intermediate grades). Alternative electives will include 8<sup>th</sup> grade intervention for students who are currently ineligible (students are given extra assistance in classwork, homework, and organization); and advanced mathematics for students that will be recommended to take geometry in high school to help them prepare for the curriculum gap between algebra and geometry. Principal Simpson shared that during the third trimester students may pop out of the elective wheel to participate in 8<sup>th</sup> grade intervention and advanced mathematics. She explained the 7<sup>th</sup> grade students will have the option of visual and performing arts, Minecraft, and PALS; and 8<sup>th</sup> grade students will have the option of yearbook, culinary arts, and robotics on the elective wheel in 2017.

Stakeholder input included school site council, PTSA, and the leadership team. Junior high teachers met with the owners of SteamMaker to discuss training and delivery options. Junior high students were surveyed in early 2016 with a wide variety of options and were asked to rank their top three choices. Junior high teachers matched possible electives with their skill/interest set.

Principal Simpson shared the list of needed materials will continue to be refined and developed based on use and need. She introduced the following funding chart and shared the ongoing site funding of \$6,573 will include Minecraft student licenses (\$4,573); food staples for culinary elective (\$1,000); and replacement parts for any elective (\$1,000).

Elective	Item	Quantity/Cost	Total
<b>Culinary Arts</b>	Refrigerator/Freezer (Donation?)	1 x \$2000	\$2,000
	Convection Oven (XL)	4 x 230	920
	Microwave Oven (L)	4 x 150	600
	Folding stainless steel work table w/ under shelf	4 x 375	1,500
	Cooking utensils/ supplies	2 x 1,000	2,000
	Garbage disposals(+installed)	2 x 250 \$250 install	750
	Food staples (+donations)		1,000
	Raised garden beds	2 x 750	1,500
<b>Yearbook/Multi-media</b>	PC Laptops (full screen)	20 x 1,000	20,000
	Software	2,432	2,432
<b>Minecraft/ 3D</b>	Software	\$14 per student \$41 server license	2,141
	Robo RS 1 Plus Printer	2 x 1500 (entry level)	3,000
	Filament	8 x 35	280
	Storage cart	1 x 577	577
<b>Performing Arts</b>	Stage curtains	1 x 6000	6,000
	Costume Basics	3 x 300	900
	Scripts/Music	3 x 100	300
	Stage lights		3,000
<b>Robotics/ Coding</b>	Makey-Makey	10 x 50	500
	Arduinos	20 x 25	500
	Storage containers	100	100
	Netbook replacement	10 x 700	7,000
<b>SteamMaker Training</b>	For Minecraft/ 3D and Robotics	3000	3,000
	<b>Total</b>		<b>\$60,000</b>

Member Fox inquired if the new electives were replacing existing ones. Principal Simpson explained the only two new electives were Culinary Arts and Minecraft/3D Thinking, which would be replacing some courses due to staffing changes.

Member Levens-Craig inquired on the inclusion of special education students in the electives; if the allocated site funding would cover the consumable; making parents/students aware on the elective choices for each school; and if all the schools developed vision statements. Principal Simpson explained all students are included in the elective options; and mentioned the budget was developed based on conversations with other school districts offering the same electives. Superintendent Pierce shared each school would post their elective choices on their website to make parents aware of elective options; and that each school has been working on a vision statement as part of their school branding.

Member Burns inquired on the stage lighting and the location of the culinary arts program. Principal Simpson explained the stage lighting had not been purchased; and shared the culinary arts program would be located in the science classrooms. She mentioned these classrooms have the proper storage, sinks, and outlets. Member Burns mentioned some other schools with similar set-ups have had issues with cross-contamination. He asked that the school take proper precautions for the safety of the students and staff. The Board commended Rio Seco for their proposal. Member El-Hajj moved approval.

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

**1.2. Approval of Intensive Intervention ELA/ELD Instructional Materials, Grades 4 – 8 for Mild/Moderate Special Day (SDC) Setting**

Mimi McGinty, Director of Special Education; and SDC mild/moderate teachers Pam Mitchell and Sara Brownell, provided an overview of the materials review process and recommendation to adopt *Read 180* intensive intervention instructional materials for grade 4-8 students. Ms. McGinty shared *Read180* is an intensive reading intervention program designed to meet the needs of students whose reading achievement is below the proficient level by using technology and print and provided background on stakeholder input and explained the process of how the committee selected *Read180*. A video explaining *Read180* visually was shown. Ms. Brownell shared the *Read180* provided a simple way to organize instructional and classroom activity. She explained the session begins and ends with whole-group teacher-directed instruction. During the 60 minutes between the whole-group meetings, students break into three small groups that rotate amongst three stations. Ms. Brownell explained *System 44* is another intervention program embedded in *Read180* that is designed for upper grade level, special education students who continue to struggle with decoding and word recognition. Mrs. Mitchell explained *Read 180* and *System 44* are available on the iPad and helps maximize instructional time and accelerate student achievement by providing students access, anytime/anywhere, to the adaptive instructional technology, assessments, and interactive eBook library. She mentioned the *Read 180* and *System 44* offer a high-interest collection of fiction and nonfiction material so struggling readers can access high interest literature at their grade level. Member El-Hajj mentioned her District also uses *Read 180* and fully supports the program. She shared she was not aware of the *System 44* and iPad components. She moved approval. The Board commended staff for their presentation.

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

**1.3. Approval for Digital Learning Program:**

- **Devices for Instructional Assistants, Instructional Media Technicians and Student Support Assistants**

Dr. S. Pierce shared this item proposed providing 120 instructional assistants, who are on site assisting teachers and students in the classroom, with the ability to fully support the digital learning in the classroom. Member Burns expressed his gratitude towards administration for making this possible. He explained this issue was brought to his attention by some instructional assistants who mentioned they would greatly benefit from having a device to assist with the

student instruction. Member Burns expressed his gratitude to Administration for making this possible and mentioned this is a great addition to the educational learning. He moved approval.

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

## **Business Services**

### **2.1. Approval of Agreement with Larry LaPray Architect to Provide Architectural Services for Shade Structure Replacement Project**

Mr. Christensen explained that on September 26, 2016 during a Special Meeting, the Board approved a provisional plan for addressing various facility needs that were not part of the original Capital Improvement Program. One of the projects identified to commence this year was replacing shade structures at Cajon Park, Rio Seco, Sycamore Canyon, Carlton Hills, and Chet F. Harritt Schools. He explained that in order to proceed with that project, it was necessary to procure architectural design services. Mr. Christensen mentioned Larry LaPray specializes in shade structures and exterior coverings and has worked with other school districts to design and install shade structures. Administration recommended contracting with Larry LaPray to provide architectural design services for the shade structure replacement project at a cost of \$23,000.

Mr. Fox inquired if the shade structures would be able to accommodate solar panels. Mr. Christensen explained the District is looking at a cost comparison of shade structures with and without solar capabilities; and also placement of the structures. He explained the solar structures required placement in a specific location to have proper sun exposure. Member El-Hajj moved approval.

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

### **2.2. Approval of Agreement with Spresc Development to Provide Consulting Services for Installing Deep Irrigation Wells**

Mr. Christensen mentioned that another project on the Non-CIP Facilities Need Provisional Plan was installing water wells at Sycamore Canyon and Carlton Oaks schools. He explained the District plans to proceed with this project one school at a time so that the District is sure that one school has a functioning well before proceeding with the next school. Mr. Christensen mentioned Dennis Snow worked with the District on the wells for Hill Creek and Pepper Drive schools and now works for Spresc Development. The cost for consulting services is \$7,200. Member Burns moved approval.

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

### **2.3. Disclosure of Financial Advisor, Underwriter, and Bond Counsel for Series B General Obligation Bond Refunding**

Mr. Christensen explained Board Policy 7214 stipulates that the District disclose the identities of bond counsel, bond underwriters, and financial advisors for each General Obligation (GO) bond issued. He mentioned for the Series B GO Bond refunding transaction, those entities are as follows:

- Financial Advisor: Dale Scott with DS&C
- Bond and Disclosure Counsel: Orrick Herrington & Sutcliffe
- Underwriter: RBC Capital Markets

He explained this item was information only and no action was required. Mr. Christensen provided the Board an update on the Series B GO Bond refunding. He explained the District was scheduled to have a pre-pricing call tomorrow and a final pricing call on Thursday. However, Dale Scott had called prior to the Board meeting to inform him that the Bond Market has recently experienced the largest increase in rates since 1998 and consequently, putting the bonds out for sale now would not generate sufficient savings to the Board's 15% threshold. Therefore, the

transaction is being postponed until a future date when rates are more favorable. He mentioned Mr. Scott will continue to monitor the market and schedule the sale when rates are more favorable.

**Human Resources/Pupil Services**

**3.1. Approval of California Healthy Kids and Santee School District Implementation Plan**

Tim Larson, Assistant Superintendent of Human Resources/Pupil Services, presented the District's plan to implement the California Healthy Kids survey. He explained the survey would be administered between January and March 2017 and consisted of the same modules from the prior year. Mr. Larson mentioned the data will be used for the Tobacco Use Prevention and Education (TUPE) counseling grant and the Local Control Accountability Plan (LCAP). Member Burns moved approval.

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

**Superintendent**

**4.1. Adoption of Resolutions No. 1617-16 and No. 1617-17 Recognizing Jack E. Dale and Randy Voepel for their Years of Service to the City of Santee**

President Ryan presented Resolutions No. 1617-16 and No. 1617-17 Recognizing Jack E. Dale and Randy Voepel for their Years of Service to the City of Santee. With no changes, Member Burns moved approval.

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

**4.2. California School Boards Association (CSBA) Delegate Assembly Call for Nominations**

Superintendent Pierce mentioned CSBA is accepting nominations for Delegate Assembly members. Elected delegates will serve a two-year term ending in March 2019. Member Ryan expressed her desire to continue representing Santee School District and suggested the Board nominate Mrs. Gelia Cook from Lakeside Union. She mentioned Mrs. Cook had previously served on Delegate Assembly. Member El-Hajj moved to nominate the aforementioned nominees.

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

**F. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS**

Member Burns mentioned attending the Calendar Committee meeting and mentioned the committee would be providing recommendations for the start/end dates and holidays for the calendar. He explained the committee had agreed to obtain stakeholder input to explore the best dates for parent conferences.

**G. CLOSED SESSION**

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

1. **Consideration of Student Matter** (Ed. Codes § 35146, 48912 and 48918)
2. **Public Employee Discipline/Dismissal/Release** (Govt. Code § 54957)
3. **Conference with Labor Negotiator** (Govt. Code § 54957.6)  
*Purpose:* Negotiations  
*Agency Negotiator:* Tim Larson, Assistant Superintendent  
*Employee Organization:* Santee Teachers Association (STA)



4. **Conference with Labor Negotiator** (Govt. Code § 54957.6)  
*Purpose: Negotiations*  
*Agency Negotiator: Tim Larson, Assistant Superintendent*  
*Employee Organization: Classified School Employees Association (CSEA)*
  
6. **Conference with Real Property Negotiators** (Govt. Code § 54956.8)  
*Property:*
  - *Elliot Site #2 (Parcel #: APN 366 050 16 - east of landfill; North of West Hills High School – area commonly known as Camp Elliott)*
  - *10335 Mission Gorge Road, Santee 92071 (formerly known as Santee School Site)*
  - *Property adjacent to 9219 Fenway Road, Santee, CA 92071 located at 10201 Settle Road, Santee, CA 92071 (Sycamore Canyon School)**Agency Negotiator: Karl Christensen, Assistant Superintendent*
  
7. **Public Employee Performance Evaluation** (Govt. Code § 54957)  
*Superintendent*

The Board entered closed session at 8:18 p.m.

**I. RECONVENE TO PUBLIC SESSION**

The Board reconvened to public session at 10:13 p.m. and reported no action was taken.

**J. ADJOURNMENT**

With no further business, the regular meeting of November 15, 2016 was adjourned.

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Dianne El-Hajj, Clerk

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Cathy A. Pierce, Ed.D., Secretary

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

November 14, 2016  
**MINUTES**

District Office  
Conference Room  
9625 Cuyamaca Street  
Santee, California

**A. OPENING PROCEDURES**

1. Call to Order and Welcome

President Ryan called the meeting to order at 5:30 p.m.

Members present:

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

Administration present:

Lisa Arreola, Executive Assistant and Recording Secretary

**B. PUBLIC COMMUNICATION**

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

**C. CLOSED SESSION**

1. **Public Employee Appointment/Employment (Gov't Code § 54957)**

The Board met in closed session, with representatives from Leadership Associates, to identify and discuss candidates to interview for the position of Superintendent.

**D. ADJOURNMENT**

The November 1, 2016 special meeting was adjourned.

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Dianne El-Hajj, Clerk

**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.

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

**RECOMMENDATION:**

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

This recommendation supports the following District goal:

**Staff Development**

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

**FISCAL IMPACT:**

The estimated travel expenses are \$2,128, with additional substitute costs of \$0.00, 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 F.2.1.

**Board Travel Report - December 6, 2016**

Travel Dates	Attendees	Site or Dept.	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Travel	
Monday, 11/14/16	Andrea Broding	Sycamore Canyon	Training on Dyslexia	Santee	\$0	\$100	Special Education	This is a training on Dyslexia.	
Tuesday, 01/18/17	Dr. Stephanie Pierce	Educational Services	LCFF Evaluation Rubrics	SDCOE	\$0	\$20	Educational Services	Preview new accountability reporting site and learn how to use the information to enhance a continuous improvement process.	
	Daniel Prouty	Educational Services			\$0	\$20	Educational Services		
	Dr. Cathy Pierce	Superintendent	Governor's Budget Workshop	Orange County	\$0	\$205	Business Services	The release of the Governor's Budget for 2017-18 begins the process for legislative consideration of the State Budget, providing information for development of local educational budgets.	
	Dr. Stephanie Pierce	Educational Services			\$0	\$205	Business Services		
Karl Christensen	Business Services	\$0			\$205	Business Services			
Tim Larson	HR/Pupil Services	\$0	\$205	Business Services					
Tory Long	Business Services	\$0	\$205	Business Services					
01/26/17	01/27/17	Karl Christensen	Business Services	CBO Forum	Fallbrook	\$0	\$250	Business Services	This forum provides training and discussion topics specifically for CBOs related to the State Budget and Business Operations
<b>Travel Requests That Require Airfare, Overnight Stay, and/or Travel Outside of the State of California</b>									
02/01/17 - 02/03/17	Mimi McGinty	Special Education	ACSA 2017 Every Child Counts Conference	Anaheim	\$0	\$963	Special Education	Symposium focuses on the latest in the field of student services and Special Education.	

Consent Item F.2.2.  
Prepared by Karl Christensen  
December 6, 2016

Approval/Ratification of Revolving Cash Report

**BACKGROUND:**

The Revolving Cash Fund of \$198,677 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:**

It is recommended that the Board of Education approve checks #22437 through #22437 on the \$198,677 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 \$78.08 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 F.2.2.

**SANTEE SCHOOL DISTRICT  
REVOLVING CASH REPORT- \$198,677**

Date	Number	Name	Memo	Amount
11/03/16	22437	Hanson Elementary	Transfer of student 6th grade camp funds	78.08
<b>Total Checks Written</b>				<b>\$78.08</b>
10/31/16	<b>October Bank Earnings</b>			-40.02
<b>Total to be Reimbursed</b>				<b>\$38.06</b>
<b>Total to Deduct from Future Reimbursement</b>				

56

Consent Item F.2.3.  
 Prepared by Karl Christensen  
 December 6, 2016

Acceptance of Donations

**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>
Thinkabit Lab	\$1,755.00	Timothy Paule Eagle Project	Cajon Park
Classroom Instructional Supplies	\$525.00	Rio Seco PTA	Rio Seco
Gardening Blocks for outdoor classroom	\$150.00	Kelley Family	Sycamore Canyon
<b>TOTAL DONATIONS RECEIVED</b>	<b>\$2,430.00</b>		

**RECOMMENDATION:**

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

This recommendation supports the following District goals:

**Educational Achievement**

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

**Fiscal Accountability**

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

**FISCAL IMPACT:**

The donations above are valued at \$2,430.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item F.2.3.

Consent Item F.2.4. Approval/Ratification of Expenditure Transactions  
Prepared by Karl Christensen Charged to District Issued Purchasing Cards (P-Cards)  
December 6, 2016

**BACKGROUND:**

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

**RECOMMENDATION:**

It is recommended that the Board of Education approve/ratify expenditure transactions charged to District P-Cards for the period October 1, 2016 through October 31, 2016.

This recommendation supports the following District goal:

**Fiscal Accountability**

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

**FISCAL IMPACT:**

There were 214 transactions totaling \$24,238.60 charged to various funds.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item F.2.4.



PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20161016	ABEL,CATHY	CHILD NUTRITION	GIH*GLOBALINDUSTRIALEQ	122.57	Pallet Grabber & Skid Puller & Chain
20161018	ABEL,CATHY	CHILD NUTRITION	AMAZON.COM	106.11	Brooms
20161027	ABEL,CATHY	CHILD NUTRITION	SPROUTS FARMERS MARK	64.86	Almond Milk & Gluten Free Items
20161030	ABEL,CATHY	CHILD NUTRITION	PROCESS HOSE	104.65	Hose for Potwasher
20161031	ABEL,CATHY	CHILD NUTRITION	THE WEBSTAUANT STORE	13.77	Back Support Belt
				<b>411.96</b>	
20161003	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	AWARDS BY NAVAJO	522.81	School Administrators Appreciation Week
20161005	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	MICHAELS STORES 3256	15.51	Board meeting supplies
20161006	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	VONS STORE00018978	16.99	Board meeting supplies
20161006	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	VONS STORE00018978	10.00	Board meeting supplies
20161007	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	ALBERTSONS #6710	16.99	Supplies for PLT meeting
20161009	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	RUBIO'S #249 ECOM	91.80	Supplies for Special Board meeting
20161009	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	SOUTHWEST AIRLINES	48.98	Airfare for Member El-Hajj for CSBA Conf in San Francisco on Dec 1-3.
20161009	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	CSBA	510.00	Registration for Member El-Hajj to attend CSBA Conf in San Francisco on Dec 1-3.
20161009	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	SOUTHWEST AIRLINES	78.98	Airfare for Member El-Hajj from CSBA Conf in San Francisco on Dec 1-3.
20161010	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	CSBA	495.00	Reimbursement for B. Ryan's registration to CSBA Conf
20161012	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	ALS SPORT SHOP	16.19	Name plate for Charlie Myers
20161012	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	SMART AND FINA10809317	33.65	Supplies for SDEC Chamber Leadership Program Education Day
20161014	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	ALBERTSONS #6710	16.99	Supplies SDEC Chamber Leadership Program Education Day
20161018	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	BASKIN #354764 ONLINEC	26.99	Supplies for Board meeting
20161019	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	ALBERTSONS #6710	10.99	Board meeting supplies
20161020	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	VONS STORE00018978	17.99	Board meeting supplies
20161021	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	NSBA	915.00	Registration for Member Burns to attend the National School Boards Association Conf in March.
20161027	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	SMART AND FINA10809291	89.19	Supplies for Lifting Student Learning Prof Dev Workshop
20161028	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	ALBERTSONS #6710	19.99	Supplies for Lifting Student Learning PD
20161028	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	SMART AND FINA10809291	17.27	Return of unused items for Lifting Student Learning PD
				<b>2,971.31</b>	
20161017	AVILA,EVONN	BUSINESS SERVICES	CNTYSANDIEGO*SERVICE F	4.31	Onsite Resident's Property Taxes Processing Fee
20161017	AVILA,EVONN	BUSINESS SERVICES	SAN DIEGO CTY TREASURE	196.66	Pepper Drive School Onsite Residence Property Tax
20161020	AVILA,EVONN	BUSINESS SERVICES	CNTYSANDIEGO*SERVICE F	6.86	Carlton Oaks Onsite Residence Property Tax Processing Fee
20161020	AVILA,EVONN	BUSINESS SERVICES	SAN DIEGO CTY TREASURE	313.34	Carlton Oaks School Onsite Residence Property Taxes
				<b>521.17</b>	
20161026	BAKER,HOPE	OST PROGRAMS	MICHAELS STORES 3256	59.08	OTHER/INSTRUCTIONAL/ART AND CRAFT ITEMS
				<b>59.08</b>	
20161004	BECKER,CHRISTINA	FACILITIES & MAINTENANCE	CA DEPT PEST REG PUBLI	180.00	Qualified Applicator Certification Applications for Chris Erwin & Vinny Zelaskowski for Grounds Dept Employees
20161010	BECKER,CHRISTINA	FACILITIES & MAINTENANCE	ONTARIO AIRPORT HOTEL	205.12	Travel & Conferences Ontario Airport Hotel
20161010	BECKER,CHRISTINA	FACILITIES & MAINTENANCE	EL TORITO ONTARIO	20.00	Travel & Conferences (Meal)
20161011	BECKER,CHRISTINA	FACILITIES & MAINTENANCE	BOHLMANN INC	39.46	Plumbing Supplies for Cajon Park drinking fountain for repairs
20161026	BECKER,CHRISTINA	FACILITIES & MAINTENANCE	GIH*GLOBALINDUSTRIALEQ	159.56	Maintenance Safety Supplies
20161030	BECKER,CHRISTINA	FACILITIES & MAINTENANCE	GIH*GLOBALINDUSTRIALEQ	60.24	Maintenance Safety Supplies
				<b>664.38</b>	
20161002	BENEDETTO,ANGELO	CARLTON HILLS	PIZZA HUT 027226	138.34	Funds went to purchase of pizza for Chargers Play 60 volunteers.
20161004	BENEDETTO,ANGELO	CARLTON HILLS	GTM DISCOUNT GENERAL S	172.79	These funds were used to purchase a safe for the main office.
20161006	BENEDETTO,ANGELO	CARLTON HILLS	PARTY CITY	144.52	Funds spent on purchasing golden stars for Student of the Month recognition.
20161013	BENEDETTO,ANGELO	CARLTON HILLS	WAL-MART #1917	14.77	Funds used to develop photos from Student of the Month assembly.
20161019	BENEDETTO,ANGELO	CARLTON HILLS	SMART AND FINA10809291	7.49	Funds used to purchase ice cream sandwiches as a behavior incentive.
20161024	BENEDETTO,ANGELO	CARLTON HILLS	WAL-MART #1917	3.45	Funds used to develop photos from Student of the Month assembly
				<b>481.36</b>	
20161006	BILLICK,JERI	SYCAMORE CANYON	HYPE SOCKS	440.50	Fundraiser for donations. Spirit socks
20161009	BILLICK,JERI	SYCAMORE CANYON	SMART AND FINA10809291	60.65	Popcom for perfect attendance reward. Incentive to increase attendance rate
20161020	BILLICK,JERI	SYCAMORE CANYON	NEARPOD	120.00	Instructional supplement. Online instructional program to enhance learning.
20161027	BILLICK,JERI	SYCAMORE CANYON	AGR*GARDENER SUPPLY CO	88.84	Compost thermometer purchased with funds from the Santee School Foundation grant dollars.
20161027	BILLICK,JERI	SYCAMORE CANYON	WALMART.COM	54.28	Purchased soil test kits with Santee School Foundation grant dollars.
20161030	BILLICK,JERI	SYCAMORE CANYON	SMART AND FINA10809291	23.98	Popcom for perfect attendance recess award. Incentive to increase attendance rate.
				<b>788.25</b>	
20161005	BONSER,KRISTEN	PEPPER DRIVE / RIO SECO	VONS STORE00023580	10.23	Food
20161009	BONSER,KRISTEN	PEPPER DRIVE / RIO SECO	VONS STORE00018978	13.00	Food
20161016	BONSER,KRISTEN	PEPPER DRIVE / RIO SECO	PARTY CITY	21.55	Materials and Supplies
20161021	BONSER,KRISTEN	PEPPER DRIVE / RIO SECO	EAI EDUCATION	91.58	Materials and Supplies
				<b>136.36</b>	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20161003	BRASHER,PAMELA	OST PROGRAMS	AMAZON.COM AMZN.COM/BI	12.52	OTHER/INSTRUCTIONAL/STEM SUPPLIES
20161004	BRASHER,PAMELA	OST PROGRAMS	AMAZON MKTPLACE PMTS	139.99	OTHER/INSTRUCTIONAL/STEM SUPPLIES
20161004	BRASHER,PAMELA	OST PROGRAMS	AMAZON MKTPLACE PMTS	69.85	OTHER/INSTRUCTIONAL/STEM SUPPLIES
20161005	BRASHER,PAMELA	OST PROGRAMS	WALMART.COM	137.78	OTHER/INSTRUCTIONAL/CFH MOVIES
20161030	BRASHER,PAMELA	OST PROGRAMS	WALMART.COM	25.83	OTHER/INSTRUCTIONAL/CFH MOVIES
				<u>385.97</u>	
20161005	BROGAN-BARANSKI,K	EDUCATIONAL SERVICES	AMAZON.COM	35.05	IMFRP/Instructional Materials - Classroom novels for ELA/ELD pilot
20161019	BROGAN-BARANSKI,K	EDUCATIONAL SERVICES	AMAZON.COM	701.00	Instructional Materials - Novels for ELA/ELD pilot
20161027	BROGAN-BARANSKI,K	EDUCATIONAL SERVICES	AMAZON.COM AMZN.COM/BI	224.32	Instructional Materials - ELA/ELD pilot
				<u>960.37</u>	
20161007	EDMONSTON,ERICA	RIO SECO	IIRP	22.16	Restorative justice question cards for all teachers and poster for office to help build a positive school culture
				<u>22.16</u>	
20161007	HECK,TERRY	PRIDE ACADEMY	FACTORYOUTLETSTORE.COM	9.95	Charger for Custodian cell phone.
20161013	HECK,TERRY	PRIDE ACADEMY	SMART AND FINA10805810	46.34	Staff kitchen supplies
				<u>56.29</u>	
20161010	HICKS,TYLENE	CHET F. HARRITT	AMAZON MKTPLACE PMTS	15.99	Shark Tooth - Silicone Necklace for students who need chewable for stress relief.
20161010	HICKS,TYLENE	CHET F. HARRITT	AMAZON MKTPLACE PMTS	13.99	Michley Mini soft porcupine balls. Tactile relief for students.
20161010	HICKS,TYLENE	CHET F. HARRITT	AMAZON MKTPLACE PMTS	14.95	Atom Balls- 4 pack, Tactile Fidget Stress Relief for students.
20161010	HICKS,TYLENE	CHET F. HARRITT	DOLLAR TREE	9.72	Tactile fasteners, balls, etc. for students.
20161011	HICKS,TYLENE	CHET F. HARRITT	AMAZON MKTPLACE PMTS	6.32	Bendable Smile Men - 12 pack. Student tactile relief.
20161011	HICKS,TYLENE	CHET F. HARRITT	AMAZON MKTPLACE PMTS	13.75	Koosh Balls for student tactile relief.
20161013	HICKS,TYLENE	CHET F. HARRITT	HOMEDEPOT.COM	118.41	Shelf unit to store Art Attack pieces to be stored.
20161013	HICKS,TYLENE	CHET F. HARRITT	AMAZON MKTPLACE PMTS	29.00	Flags for Achieve 3000 Rewards
20161013	HICKS,TYLENE	CHET F. HARRITT	AMAZON.COM AMZN.COM/BI	16.43	Tactile items for students.
20161013	HICKS,TYLENE	CHET F. HARRITT	AMAZON.COM	43.20	Tactile items for our students who need it for stress relief.
20161013	HICKS,TYLENE	CHET F. HARRITT	AMAZON MKTPLACE PMTS	13.14	Flags for Achieve 3000 rewards
20161013	HICKS,TYLENE	CHET F. HARRITT	AMAZON MKTPLACE PMTS	59.96	Tactile and/or oral items for students who need them.
20161017	HICKS,TYLENE	CHET F. HARRITT	LOWES #01661*	20.62	Metal pieces for maintenance to secure property.
20161017	HICKS,TYLENE	CHET F. HARRITT	BARNES & NOBLE #2135	424.15	Books and games for our students.
20161019	HICKS,TYLENE	CHET F. HARRITT	LOWES #01661*	20.62	Metal pieces to secure property were not the correct items needed - Returned
20161019	HICKS,TYLENE	CHET F. HARRITT	WAL-MART #2253	29.48	Student incentives.
20161019	HICKS,TYLENE	CHET F. HARRITT	AMAZON MKTPLACE PMTS	50.38	Flags for Achieve 3000 Rewards
20161019	HICKS,TYLENE	CHET F. HARRITT	LOWES #01661*	5.21	Plumbers tape for maintenance.
20161006	HOOKS,TED A	PEPPER DRIVE	T-SHIRT WHOLESale MART	350.00	Kindergarten T-Shirts (donations)
20161016	HOOKS,TED A	PEPPER DRIVE	T-SHIRT WHOLESale MART	353.89	Kindergarten T-Shirts (Donations)
20161018	HOOKS,TED A	PEPPER DRIVE	AMAZON.COM	64.79	CD/tape player for classroom (General)
20161031	HOOKS,TED A	PEPPER DRIVE	AMAZON MKTPLACE PMTS	35.96	Video adapters for netbooks (General)
				<u>1,709.96</u>	
20161018	JOHNSTON,ANDREW	CARLTON OAKS	AMAZON.COM AMZN.COM/BI	39.29	Dell External USB Slim DVD Drive
20161018	JOHNSTON,ANDREW	CARLTON OAKS	AMAZON MKTPLACE PMTS	3.64	2 year protection plan for external usb drive
20161019	JOHNSTON,ANDREW	CARLTON OAKS	AMAZON.COM AMZN.COM/BI	50.09	Behavior Incentive
20161020	JOHNSTON,ANDREW	CARLTON OAKS	AMAZON.COM	81.60	Instruction Material
20161021	JOHNSTON,ANDREW	CARLTON OAKS	AMAZON MKTPLACE PMTS	5.98	Instructional Materials
				<u>180.60</u>	
20161023	LINDSAY,JERELYN	CARLTON HILLS	BEST BUY MHT 00011452	89.39	Communication device for mod/severe student per K. Baranski
20161024	LINDSAY,JERELYN	CARLTON HILLS	DOLLAR TREE	27.19	Certificate frames for awards
				<u>116.58</u>	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20161002	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	AMAZON MKTPLACE PMTS	49.99	iPad Charging Station
20161002	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	THE HOME DEPOT #0673	67.40	iPad Safe Supplies
20161005	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	CETPA	90.00	CETPA Membership
20161007	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	ONSign TV	57.86	Digital Signage Software - CO (50%)
20161007	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	ONSign TV	57.85	Digital Signage Software - CH (50%)
20161013	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	AMAZON MKTPLACE PMTS	35.43	External DVD Drive and case
20161014	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	WILLY'S ELECTRONICS	90.68	Computer cables (50%)
20161014	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	WILLY'S ELECTRONICS	90.67	Computer cable/wall plate cover (50%)
20161014	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	WILLY'S ELECTRONICS	33.63	Computer cables
20161014	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	CRUCIAL.COM	58.31	Memory for Optiplex 360
20161014	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	AMAZON.COM	46.39	Sound System
20161014	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	WILLY'S ELECTRONICS	58.89	Computer cables
20161016	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	AMAZON MKTPLACE PMTS	71.00	Docking Station
20161017	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	AMAZON MKTPLACE PMTS	70.00	iPad Mini Cases
20161017	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	THE HOME DEPOT #0673	108.38	iPad Processing Supplies
20161017	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	AMAZON.COM AMZN.COM/BI	46.39	Sound System
20161020	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	AMAZON MKTPLACE PMTS	19.00	Samsung Toner
20161020	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	SIMPLISAFE.COM	24.99	Security System
20161020	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	AMAZON MKTPLACE PMTS	66.00	HP Print Cartridges
20161021	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	WILLY'S ELECTRONICS	85.37	Computer cables
20161021	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	CRUCIAL.COM	453.30	Memory for Lenovos x28
20161023	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	WILLY'S ELECTRONICS	14.45	Returnec computer cable
20161023	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	WILLY'S ELECTRONICS	35.87	Computer cables
20161028	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	SOUTHWEST AIRLINES	30.00	CETPA Trip Additional Fee M Starkey
20161028	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	SOUTHWEST AIRLINES	30.00	CETPA Trip Additional Fee M Marsman
20161028	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	SOUTHWEST AIRLINES	30.00	CETPA Trip Additional Fee D Prouty
20161028	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	SOUTHWEST AIRLINES	1,433.84	CETPA Flight
20161028	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	SOUTHWEST AIRLINES	30.00	CETPA Trip Additional Fee B Yeo
20161028	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	HOLIDAY INNS	426.63	CETPA Hotel Room (1 of 2)
20161030	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	QUICKEN INC	219.98	Software for Business
20161030	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY		<u>3,932.30</u>	
20161009	MARTIN, SUZANNE	CHET F. HARRITT	AMAZON MKTPLACE PMTS	145.99	Elective/Enrichment class supplies, Project Lead the Way; 3/4 inch wood blocks. Elective budget
20161009	MARTIN, SUZANNE	CHET F. HARRITT	AMAZON MKTPLACE PMTS	157.65	Items for safety procedures and electives.
20161010	MARTIN, SUZANNE	CHET F. HARRITT	AMAZON MKTPLACE PMTS	151.94	Items for safety procedures and electives.
20161011	MARTIN, SUZANNE	CHET F. HARRITT	AMAZON.COM AMZN.COM/BI	35.58	Elective/Enrichment class supplies, Project Lead the Way, 3/4 inch wood pieces. Elective budget
20161011	MARTIN, SUZANNE	CHET F. HARRITT	AMAZON.COM AMZN.COM/BI	151.16	Middle School elective/enrichment class supplies. Flash drive for downloading video clips for Cheetah News
20161017	MARTIN, SUZANNE	CHET F. HARRITT	TARGET 00018150	25.91	Background sheet for Cheetah News student broadcasts. Fundraiser budget
20161028	MARTIN, SUZANNE	CHET F. HARRITT	LITTLE CAESARS 1872-00	54.00	6th grade camp fundraiser- pizza booth and cake walk booth. Water and paper goods. 6th grade camp account.
20161028	MARTIN, SUZANNE	CHET F. HARRITT	LITTLE CAESARS 1872-00	81.00	6th grade camp fundraiser- pizza booth and cake walk booth. Water and paper goods. 6th grade camp account.
20161028	MARTIN, SUZANNE	CHET F. HARRITT	SMARTNFINAL39810803989	18.63	6th grade camp fundraiser- pizza booth and cake walk booth. Water and paper goods. 6th grade camp account.
20161030	MARTIN, SUZANNE	CHET F. HARRITT	SMARTNFINAL39810803989	30.69	6th grade camp fundraiser- pizza booth and cake walk booth. Water and paper goods. 6th grade camp account.
20161030	MARTIN, SUZANNE	CHET F. HARRITT	PARTY CITY	11.65	6th grade camp fundraiser- pizza booth and cake walk booth. Water and paper goods. 6th grade camp account.
20161030	MARTIN, SUZANNE	CHET F. HARRITT		<u>864.20</u>	
20161002	MCGINTY, MIRIAM	SPECIAL EDUCATION	AMAZON MKTPLACE PMTS	79.01	Dell Toner for SDC Preschool
20161005	MCGINTY, MIRIAM	SPECIAL EDUCATION	AMAZON MKTPLACE PMTS	20.83	Anger management supplies-Ed classroom
20161005	MCGINTY, MIRIAM	SPECIAL EDUCATION	AMAZON MKTPLACE PMTS	44.22	Anger management supplies
20161006	MCGINTY, MIRIAM	SPECIAL EDUCATION	THERAPRO	5.25	Testing Protocols
20161006	MCGINTY, MIRIAM	SPECIAL EDUCATION	THERAPRO	23.63	Testing Protocols
20161006	MCGINTY, MIRIAM	SPECIAL EDUCATION	THERAPRO	23.62	Testing Protocols
20161006	MCGINTY, MIRIAM	SPECIAL EDUCATION	NCS PEARSON	3.25	Testing Protocols
20161006	MCGINTY, MIRIAM	SPECIAL EDUCATION	NCS PEARSON	14.63	Testing Protocols
20161006	MCGINTY, MIRIAM	SPECIAL EDUCATION	NCS PEARSON	14.62	Testing Protocols
20161013	MCGINTY, MIRIAM	SPECIAL EDUCATION	4INKJETS	161.98	Ink jet replacements for Special Education Secretary and Program Specialists
20161013	MCGINTY, MIRIAM	SPECIAL EDUCATION	AMAZON MKTPLACE PMTS	133.64	Anger relaxation device
20161014	MCGINTY, MIRIAM	SPECIAL EDUCATION	BEYOND PLAY LLC	78.53	Adapters for classroom devices
20161016	MCGINTY, MIRIAM	SPECIAL EDUCATION	AMAZON MKTPLACE PMTS	42.30	Mechanical Pencils for SDC classroom
20161018	MCGINTY, MIRIAM	SPECIAL EDUCATION	AMAZON MKTPLACE PMTS	116.54	Articulation Cards for Pepper Dr. SLP
20161023	MCGINTY, MIRIAM	SPECIAL EDUCATION	STARBUCKS STORE 05235	10.35	Travel expense
20161024	MCGINTY, MIRIAM	SPECIAL EDUCATION	HILTON HOTELS	232.44	Hotel Stay for conference/Mimi McGinty
20161027	MCGINTY, MIRIAM	SPECIAL EDUCATION	SALT SOFTWARE	125.94	Salt Software
20161030	MCGINTY, MIRIAM	SPECIAL EDUCATION	WALMART.COM	58.08	Gatorskin playground balls
20161030	MCGINTY, MIRIAM	SPECIAL EDUCATION	SUPER DUPER PUBLICATIO	89.90	Communication Books Mid/Mod classroom/Clixby
20161030	MCGINTY, MIRIAM	SPECIAL EDUCATION		<u>1,278.76</u>	
20161019	MCKINNON, KATHY	EDUCATIONAL SERVICES	AMAZON.COM	58.83	ERC Admin - Supplies
20161027	MCKINNON, KATHY	EDUCATIONAL SERVICES	SMART AND FINA10809291	97.21	PD - Food - 10/28 Professional Development
20161028	MCKINNON, KATHY	EDUCATIONAL SERVICES	EINSTEIN BROS BAGELS33	29.98	PD - Food - 10/28 Professional Development
20161028	MCKINNON, KATHY	EDUCATIONAL SERVICES		<u>186.02</u>	
20161016	MONTLER, BONNER M	EDUCATIONAL SERVICES	REI*GREENWOODHEINEMANN	74.52	Heinemann Benchmark Assessment System Student Folders
20161016	MONTLER, BONNER M	EDUCATIONAL SERVICES		<u>74.52</u>	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20161005	MYERS,CHARLES	TRANSPORTATION	SNAP ON TOOLS M MOLAND	129.55	Shop tools
20161014	MYERS,CHARLES	TRANSPORTATION	THE HOME DEPOT #0673	86.36	Bus shop tools
20161020	MYERS,CHARLES	TRANSPORTATION	WAL-MART #1917	155.68	Car seats, Student transportation
20161030	MYERS,CHARLES	TRANSPORTATION	MICHAELS STORES 3256	157.60	Lounge/ office supplies
20161030	MYERS,CHARLES	TRANSPORTATION	AMAZON MKTPLACE PMTS	53.37	Lounge supplies
20161030	MYERS,CHARLES	TRANSPORTATION	TARGET 00014852	34.74	Lounge/office Supplies
20161031	MYERS,CHARLES	TRANSPORTATION	OFFICE DEPOT #908	16.20	Lounge/office Supplies
				<b>633.50</b>	
20161009	OLANDER,MICHAEL	CAJON PARK	EXPEDIA	185.90	Lodging for out of town professional development
20161026	OLANDER,MICHAEL	CAJON PARK	PEPIS RESTAURANT	13.08	Dinner for out of town conference.
				<b>198.98</b>	
20161006	PIERCE,STEPHANIE	EDUCATIONAL SERVICES	AMAZON.COM	56.06	PD - Materials - Books
				<b>56.06</b>	
20161005	PROUTY,DANIEL J	INSTRUCTIONAL TECHNOLOGY	APL* ITUNES.COM/BILL	19.99	iPad app to evaluate for special education
20161011	PROUTY,DANIEL J	INSTRUCTIONAL TECHNOLOGY	PAYPAL *SDCUE	1,000.00	Registration for all teachers, districtwide, to attend the SDCUE Conference,
20161016	PROUTY,DANIEL J	INSTRUCTIONAL TECHNOLOGY	APL* ITUNES.COM/BILL	0.99	Testing of iPad app
20161026	PROUTY,DANIEL J	INSTRUCTIONAL TECHNOLOGY	PAYPAL *SDCUE	60.00	Supplemental ticket order for CUE Conference.
20161026	PROUTY,DANIEL J	INSTRUCTIONAL TECHNOLOGY	PAYPAL *SDCUE	180.00	Supplemental ticket order for SD CUE Conference,
				<b>1,260.98</b>	
20161010	ROSA,JIM	HILL CREEK	AMAZON MKTPLACE PMTS	109.99	Teacher supplies
20161012	ROSA,JIM	HILL CREEK	AMAZON MKTPLACE PMTS	24.95	Toner
20161016	ROSA,JIM	HILL CREEK	THE WEBSTAUANT STORE	58.69	Safety Patrol Supplies
20161024	ROSA,JIM	HILL CREEK	AMAZON MKTPLACE PMTS	44.39	Computer accessories for multimedia
20161028	ROSA,JIM	HILL CREEK	BRAINPOP	220.00	Classroom instructional materials
20161030	ROSA,JIM	HILL CREEK	AMAZON MKTPLACE PMTS	35.31	Office/Health office supplies
20161031	ROSA,JIM	HILL CREEK	AMAZON.COM	26.99	Classroom supplies
				<b>520.32</b>	
20161011	SAUNDERS,LEAH	CARLTON OAKS	WWW.ACTIVE4.ME	299.00	Carlton Oaks Running Crew App and Electronic scanning program, Funded by PTA.
20161013	SAUNDERS,LEAH	CARLTON OAKS	AMAZON MKTPLACE PMTS	46.00	Materials and Supplies
20161020	SAUNDERS,LEAH	CARLTON OAKS	IIRP	22.16	Materials and supplies
20161023	SAUNDERS,LEAH	CARLTON OAKS	PARTY CITY	43.64	Student Incentives
20161026	SAUNDERS,LEAH	CARLTON OAKS	PAYPAL *ACTIVE4.ME	59.00	Carlton Oaks Jr. High Active 4 Me, Physical Education Running App.
20161031	SAUNDERS,LEAH	CARLTON OAKS	CLEANFREAK.COM	195.45	Custodial Equipment
				<b>665.25</b>	
20161002	SCHWELLER,JOHN	PUPIL SERVICES	VONS STORE00018978	38.00	Bus passes for homeless
20161004	SCHWELLER,JOHN	PUPIL SERVICES	TARGET 00014852	31.30	Wipes for S. Luedeman class
20161006	SCHWELLER,JOHN	PUPIL SERVICES	IN *N2Y	169.00	New2You SPED publication for C. Chadwick
20161013	SCHWELLER,JOHN	PUPIL SERVICES	AMAZON MKTPLACE PMTS	33.99	Paper for changing table - SDC P/S-SC
20161020	SCHWELLER,JOHN	PUPIL SERVICES	PAYPAL *SANDCASP	40.00	Conference for A. Barker
20161024	SCHWELLER,JOHN	PUPIL SERVICES	AMAZON MKTPLACE PMTS	31.95	Materials for K. Stretton at CP
20161024	SCHWELLER,JOHN	PUPIL SERVICES	AMAZON MKTPLACE PMTS	77.02	Materials for K. Stretton at CP
20161025	SCHWELLER,JOHN	PUPIL SERVICES	TARGET 00014852	41.03	Diaper pail liners for PK-SDC-SC
20161025	SCHWELLER,JOHN	PUPIL SERVICES	AMAZON MKTPLACE PMTS	29.19	Materials for Carrie Thompson
20161026	SCHWELLER,JOHN	PUPIL SERVICES	OTC BRANDS, INC.	76.44	Materials for Kirsten at CP
				<b>567.92</b>	
20161012	SHEEN,KRISTINA D	OST PROGRAMS	OTC BRANDS, INC.	175.06	OTHER/INSTRUCTIONAL/GAMES
20161013	SHEEN,KRISTINA D	OST PROGRAMS	WALMART.COM	275.25	OTHER/INSTRUCTIONAL/WII CONTROLLER, AQUA FILTER
20161021	SHEEN,KRISTINA D	OST PROGRAMS	WAL-MART #1917	116.34	OTHER/INSTRUCTIONAL/games, art and craft material
20161025	SHEEN,KRISTINA D	OST PROGRAMS	DOLLAR TREE	95.38	OTHER/INSTRUCTIONAL/GAMES, TOYS, ART & CRAFT SUPPLIES
20161030	SHEEN,KRISTINA D	OST PROGRAMS	WAL-MART #1917	54.29	FOOD SUPPLIES/SNACKS
				<b>716.32</b>	
20161004	SIMKO,JOHANNA	CAJON PARK	US FIRST	225.00	Lego Robotics equipment for Jr. high Elective
20161005	SIMKO,JOHANNA	CAJON PARK	T-SHIRT WHOLESALE MART	506.41	Kindergarten team T-Shirts
20161009	SIMKO,JOHANNA	CAJON PARK	OTC BRANDS, INC.	68.91	6th grade Jog-a-thon incentives for fundraiser
				<b>800.32</b>	
20161003	SIMPSON,DEBRA	RIO SECO	WAL-MART #1917	55.49	Clocks
20161010	SIMPSON,DEBRA	RIO SECO	LAKESHORE LEARNING #04	106.68	Stars and signs to promote our Positive School Culture.
20161016	SIMPSON,DEBRA	RIO SECO	HARBOR FREIGHT CATALOG	60.94	Vinyl wall decals with the school rules and character traits for positive school culture
20161016	SIMPSON,DEBRA	RIO SECO	IXL	299.00	Software for supplemental math practice for two SDC classrooms
20161017	SIMPSON,DEBRA	RIO SECO	VINYLDISORD	140.40	Positive School Climate: Stick-on signage for our school rule reminders.
				<b>662.51</b>	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20161013	SOUTHCOTT,STEPHANIE	HILL CREEK	JUSTBUTTONS	88.40	Hill Creek Achiever Program
20161016	SOUTHCOTT,STEPHANIE	HILL CREEK	DELL SALES & SERVICE	318.47	Toners
20161026	SOUTHCOTT,STEPHANIE	HILL CREEK	FROG PUBLICATIONS, INC	133.00	Spec Ed Materials
20161026	SOUTHCOTT,STEPHANIE	HILL CREEK	DBC-BLICK ART MATERIAL	250.57	Jr High Elective Materials
				<b>790.44</b>	
20161005	STARKEY,MARK	INFORMATION TECHNOLOGY	CETPA	90.00	Annual membership for the California Education Technology Professionals Association
20161020	STARKEY,MARK	INFORMATION TECHNOLOGY	APPLE STORE #R040	737.20	Teacher (Stacey Gonzales) mac repair for water damage.
20161020	STARKEY,MARK	INFORMATION TECHNOLOGY	APPLE STORE #R040	737.20	Teacher (Marc Robbins) mac repair for water damage.
				<b>1,564.40</b>	
			10000 290	<b>24,238.60</b>	

**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/ratify agreements with Consultants and General Service Providers as presented.

This recommendation supports the following District goals:

**Educational Achievement**

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

**Fiscal Accountability**

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

**FISCAL IMPACT:**

The fiscal impact is disclosed on the attached page.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item F.2.5.

**Consultant / General Service Provider Report  
December 6, 2016**

Vendor Name	Type (Consultant or General Service Provider)	Description of Services	Date(s) of Service	Amount	Funding	Payment Type (Independent Contractor or Employee)
Janet Khairo	Consultant	Translation Services	11/2016 thru 8/2017	\$500.00	General Fund	Independent
Sana Zoree	Consultant	Translation Services	11/2016 thru 8/2017	\$500.00	General Fund	Independent
Enhaa Yousuf	Consultant	Translation Services	11/2016 thru 8/2017	\$500.00	General Fund	Independent
Heritage Tours of San Diego	Consultant	Assembly Presentation at Cajon Park	11/16/2016	\$250.00	General Fund	Independent

**Agreements Below Were Approved by the Board of Education and Have Exceeded Original Budgeted Amount**

Vendor Name	Type (Consultant or General Service Provider)	Description of Services	Date(s) of Service	Original Amount and Approval Date	Requested Increase/ Contract Total	Funding	Payment Type (Independent Contractor or Employee)
Deanne Blixey Monte	General Services	Psychological Services	9/2016 thru 6/2017	\$5,000.00	\$7,075.00	Special Education	Employee

**BACKGROUND:**

Government Code sections 66001 and 66006 require school districts to make certain findings and a report available to the public each year related to the collection and use of Level 1 and Level 2 Developer Fees. Specifically, Government Code section 66006 requires that, within 180 days after the last day of each fiscal year, a report regarding each separate account or fund in which these fees are deposited be made available to the public and be reviewed at a regularly scheduled Board meeting. The report is to contain the following information:

- A brief description of the type of fee in the account or fund
- The amount of the fee
- The beginning and ending balance of the account or fund
- The amount of the fees collected and the interest earned
- An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with the fees
- An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement
- A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan
- The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001

This code also stipulates that the report be reviewed at a regularly scheduled Board meeting not less than 15 days after the report is made available to the public. Notice of the meeting is to be mailed to any parties expressing an interest, in writing, for receiving a mailed notice. The District has no requests on file for mailed notices.

Notice of the availability of the report was posted in three (3) prominent places within the District 15 days prior to this meeting.

**RECOMMENDATION:**

It is recommended that the Board of Education accept the Annual and Five Year Developer Fee Report pertaining to transactions for the 2015-16 fiscal year and facility plans for the subsequent 5 years.

This recommendation supports the following District goal:



**Learning Environment**

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

**Fiscal Accountability**

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

**FISCAL IMPACT:**

The fiscal impact reported is \$310,527 in Developer Fees collected in 2015-16 and an ending balance in the Fund of \$20,000.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item F.2.6.

**THE SANTEE SCHOOL DISTRICT  
ANNUAL AND FIVE –YEAR FEE REPORT FOR THE 2015-16  
FISCAL YEAR**

It is a requirement of Government Code Sections 66006 and 66001 that school districts provide certain financial information to the public each year. The report must be made available for public review 180 days after the close of the previous fiscal year. Developer fees are intended to be used for the construction and reconstruction (modernization) of school facilities to accommodate students from new development. Developer fees are not intended for general revenue purposes.

**I. THE DISTRICT PROVIDES THE FOLLOWING INFORMATION IN COMPLIANCE WITH GOVERNMENT CODE SECTION 66006 FOR THE 2015-16 FISCAL YEAR**

**A. THE FEES REPORTED ARE LEVEL I FEES ONLY**

**B. AMOUNT OF DEVELOPER FEES**

The fee amounts reported were authorized by the District’s Board of Education. The fees partially mitigate the impact caused by new residential and commercial construction and do not adequately fund the District’s school facility needs.

Amount of Fees Collected	Amount of Interest Earned
\$310,527	\$2,118

**C. BEGINNING AND ENDING BALANCE OF ACCOUNT**

	Fees
Beginning Balance (7/1/15)	\$304,714
Ending Balance (6/30/16)	\$20,000

**D. FEES WERE EXPENDED FOR THE FOLLOWING PROJECTS IN FISCAL YEAR 2015-16**

**SANTEE SCHOOL DISTRICT  
ITEMIZED FEE EXPENDITURES  
2015-16**

<b>Project Description</b>	<b>Percentage Funded with Fees</b>	<b>Amount</b>
Pepper Drive- Jt. Use Turf Field and Irrigation Well	<1.00%	8,302
Pepper Drive- LRC Admin Building	15.31%	582,143
Chet F. Harritt- Ballfield Improvements	<1.00%	420
Other Facility Related Services	100%	8,034
<b>Total Expenses</b>		<b>598,899</b>

**E. DURING THE 2016-17 FISCAL YEAR THE DISTRICT WILL COMMENCE CONSTRUCTION ON THE FOLLOWING PROJECTS IF SUFFICIENT FUNDS ARE COLLECTED**

<b>Project</b>	<b>Estimated/Actual Commencement Date</b>
Replacement of Shade Structures at Multiple Sites	To Be Determined

The District has determined that funds are not sufficient to fund the following projects but anticipate the commencement on the following projects at a future date.

Project
New Classroom / Learning Resource Center addition at Chet F. Harritt
New Learning Resource Center at PRIDE Academy
New Learning Resource Center at Sycamore Canyon

**F. THE DISTRICT HAS TRANSFERRED OR MADE LOANS FROM THE ACCOUNT AS NOTED**

(If not applicable, do state N/A)

Description of Interfund Transfer or Loan	Funds to Which Reportable Fees Are Loaned	Amount	Date Loan Repaid	Rate of Interest
N/A	N/A	N/A	N/A	N/A

**II. PROJECTS PROPOSED IN THE NEXT FIVE YEARS FOR WHICH FEES WILL BE EXPENDED**

A. The fees are collected on new residential and commercial development within the District to fund school facilities required to serve students generated by new development. The fees will be used to fund construction and reconstruction (modernization) of school facilities and provide interim housing as necessary.

**B. RELATIONSHIP BETWEEN FEES COLLECTED AND PURPOSE FOR WHICH THEY ARE COLLECTED**

There is a reasonable relationship between fees charged and the need for construction and reconstruction (modernization) of school facilities. The School District does not have adequate facilities to accommodate students from new development. The fees collected do not exceed the cost of providing adequate school facilities.

**C. SOURCES OF FUNDING**

<b>Source of Funding</b>	<b>Amount of Funding Anticipated to be Received to Complete Financing of School Facilities</b>
1. State Funding Program Funds	\$0
2. State Hardship Funds	\$0
3. Community Facilities Districts	\$0
4. General Obligation Bond Proceeds	\$0
5. Redevelopment Pass-Through Agreements	\$0
6. Statutory School Facility Fees Level I	\$20,000
7. Alternative School Facility Fees Level II	\$0
8. Mitigation Payments	\$0
9. Certificates of Participation	\$0
10. SB-201 Fees	\$0
<b>11. Total Funding (Anticipated)</b>	<b>\$20,000</b>

**Santee School District  
TO BE COMPLETED IN THE NEXT FIVE YEARS**

PROJECT NAME: New Administration/Learning Resource Center Building at Pepper Drive  
 Total Cost of Project: \$3,800,000

<b>Source of Funds</b>	<b>Estimated Cost of Project</b>	<b>Anticipated Date to Commence Project</b>
1. State Joint Use Grant	\$1,063,026	<b>June 2015</b>
2. Developer Fees	\$582,143	
3. Other	\$2,154,831	

PROJECT NAME: Furniture and Equipment for Growth  
 Total Cost of Project: \$20,000

Source of Funds	Estimated Cost of Project	Anticipated Date to Commence Project
1. Developer Fees	\$20,000	August 2016
2.	\$	
3.	\$	
4.	\$	

PROJECT NAME: New Classroom / Learning Resource Center Addition at Chet F. Harritt  
 Total Cost of Project: \$5,500,000

Source of Funds	Estimated Cost of Project	Anticipated Date to Commence Project
1. TBD	\$5,500,000	TBD
2.	\$	
3.	\$	
4.	\$	

PROJECT NAME: New Learning Resource Center at PRIDE Academy  
 Total Cost of Project: \$5,000,000

Source of Funds	Estimated Cost of Project	Anticipated Date to Commence Project
1. TBD	\$5,000,000	TBD
2.	\$	
3.	\$	
4.	\$	

PROJECT NAME: New Learning Resource Center at Sycamore Canyon  
 Total Cost of Project: \$5,000,000

Source of Funds	Estimated Cost of Project	Anticipated Date to Commence Project
1. TBD	\$5,000,000	TBD
2.	\$	
3.	\$	
4.	\$	

PROJECT NAME: Modernization of Classrooms at Pepper Drive  
 Total Cost of Project: \$6,600,000

Source of Funds	Estimated Cost of Project	Anticipated Date to Commence Project
1. TBD	\$6,600,000	TBD
2.	\$	
3.	\$	
4.	\$	

PROJECT NAME: Replacement of Shade Structures at Multiple Sites  
 Total Cost of Project: \$850,000

Source of Funds	Estimated Cost of Project	Anticipated Date to Commence Project
1. TBD	\$850,000	TBD
2.	\$	
3.	\$	
4.	\$	

(Use additional sheets as necessary.)

**D. SUMMARY OF ANTICIPATED REVENUE AND PROJECT COSTS**

Total Funds Needed (Add total of projects to be completed in next five years)	\$26,770,000
Total Anticipated Funds (Line 11 of Funding Sources)	\$20,000
<b>Shortfall</b>	<b>\$26,750,000</b>



Consent Item F.2.7.  
Prepared by Karl Christensen  
December 6, 2016

Approval of Agreement with Webb-Cleff for  
Architectural Services Related to Pepper Drive  
Relocatable Modernization Project

**BACKGROUND:**

On January 23, 2013, the District received an unfunded approval for \$2,187,376 from the State Allocation Board for modernizing relocatable buildings at Pepper Drive. With the recent passage of Proposition 51 authorizing the issuance of State Bonds, it is possible that the District could receive funding for this project in the near future.

To be ready to apply to receive funding, it is necessary to update plans with DSA to include new code requirements. This requires the services of the District's Architect.

**RECOMMENDATION:**

Approve Agreement with Webb-Cleff for Architectural Services related to the Pepper Drive Relocatable Modernization Project.

This recommendation supports the following District goal:

**Learning Environment**

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

**FISCAL IMPACT:**

\$35,000 to be paid from Fund 25-38 Renzulli Land Sale Proceeds

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item F.2.7.



November 10, 2016

Santee School District  
 9625 Cuyamaca St.  
 Santee, CA 92071

Attn: Christina Becker, *Interim M&O Director and  
 Director, Facilities Modernization*

Re: Pepper Classroom Replacement and Site ADA upgrade  
 Update DSA 04-112493.

Dear Ms. Becker:

Please accept our proposal to create a revision set for DSA and OPSC approval of DSA 04-112942. The scope includes updating the portable drawings for the new code for four portable buildings. The drawings will be provided by Silver-Creek, however, we will do the floor plans. We will also update the modernization of the existing portable building to reflect the new codes. We will include modernization for the boys and girls toilet rooms, and provide ADA upgrades for the site based on the revisions that have been made since the original permit was issued. We will meet with the principal and any user groups to ensure the courtyard is reflective of the culture of the school.

There has been a significant change to the fire alarm code since both the Pepper Admin building and this project was approved. We will need to add a new fire alarm sub-panel with voice annunciation for the new buildings.

We will work with DSA and OPSC to ensure the funding which is available can still be used by this project.

We will also assist in bidding the project, periodic construction observation, and closeout.

We have attached a proposed site plan identifying the scope of work.

Our fees are as follows:

Item Description	Proposed Fee
Landscaping Architecture and MELWO calculations	\$4,000.00
Civil Engineering	\$4,000.00
Architecture, incl. CDE and OPSC	\$8,000.00
Plumbing	\$500.00
Electrical for Portables	\$15,000.00
<b>Total Fee</b>	<b>\$31,500.00</b>
Surveying	\$3,500.00
<b>Total</b>	<b>\$35,000.00</b>

531 Encinitas Blvd., Ste 114, Encinitas, California 92024  
 Ph 760 753-6800, info@wc-ae.com



Please note, these fees do not include printing costs.

We will strive to submit the project to DSA either as an OTC or a full submittal no later than December 30, 2015.

Sincerely,



Debra Vaughan-Cleff, PE, AIA Assoc.  
President  
Debra@wc-ae.com

Consent Item F.2.8.  
Prepared by Karl Christensen  
December 6, 2016

Agreement with Vavrinek, Trine, Day & Co.  
LLP for Services Related to the Calculation  
of Arbitrage Earnings for Outstanding Debt  
Issues

**BACKGROUND:**

Federal arbitrage regulations (formerly known as Section 148 (f)(2) of the Internal Revenue Code of 1986) require governmental agencies to submit an arbitrage rebate calculation report to the IRS every 5 years for outstanding long-term debt such as General Obligation Bonds and Certificates of Participation. The purpose of the calculation is to determine whether the agency might owe money to the IRS for arbitrage earnings

Governmental agencies, including school districts, generally issue debt at tax exempt rates. This means that investors who purchase these instruments obtain an implicit financial benefit by not having to pay income tax on the interest earnings. This allows a governmental agency to issue debt instruments at lower interest rates than would ordinarily be experienced if the debt were issued in the taxable market. Theoretically then, a governmental agency could invest the proceeds of the debt and obtain a higher interest rate on earnings than the interest rate paid for the debt. This would create a circumstance in which the Federal Government “subsidizes” a State or Local governmental agency and may incentivize the agency to issue debt for investment purposes rather than for governmental purposes. Section 148 of the Internal Revenue Code was enacted to minimize the arbitrage benefits from investing gross proceeds of tax-exempt bonds in higher yielding investments and to remove the arbitrage incentives to issue more bonds, to issue bonds earlier, or to leave bonds outstanding longer than is otherwise reasonably necessary to accomplish the governmental purposes for which the bonds were issued.

Arbitrage calculations are fairly complex and require a detailed analysis of cash inflows and outflows of the fund(s) in which debt proceeds are deposited and expended. Therefore, Administration recommends securing the services for assembling the necessary financial data, analyzing transaction history, and preparing and submitting the report to the IRS from the District’s current external auditing firm; Vavrinek, Trine, Day & Co. LLP (“VTD”) For this fiscal year, arbitrage calculations would be performed for the following debt issues:

- General Obligation Bonds Series 2007
- General Obligation Bonds Series 2008
- COPS Series 2008

The proposal from VTD includes a one-time setup fee for each issue plus the costs for the analysis, calculation, and preparation of the reports. If money is owed, the IRS allows a \$1,400 offsetting credit to be deducted from the amount owed for each issue to cover a portion of the administrative costs for preparing the calculation.

**RECOMMENDATION:**

Approve Agreement with Vavrinek, Trine, Day & Co. LLP for Services Related to Calculating Arbitrage Earnings for Outstanding Debt Issues.

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:**

\$8,700 to be paid from the General Fund

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item F.2.8.



November 22, 2016

Attn: Karl Christensen  
Santee School District  
9625 Cuyamuca Street  
Santee, CA 92071

**Re: Arbitrage Rebate Calculations**

Dear Mr. Christensen:

This engagement letter memorializes our agreement for non-audit services with your District. The standards to which Vavrinek Trine Day & Co., LLP (“VTD”) will conform are intended to better serve the public interest and to maintain a high degree of integrity, objectivity and independence for both audit work and for non-audit work with government audit clients.

The standard for non-audit services for government audit clients is based on two overarching principles:

- Auditors (VTD) should not perform management functions or make management decisions; and
- Auditors (VTD) should not audit their own work or provide non-audit services in situations where the amounts or services involved are significant / material to the subject matter of the audit.

In light of these principles, our available resources and considering your needs, our firm suggests the following way that we can assist you during the next year. We will provide you with professional accounting assistance within the engagement scope and on the terms stated below.

**OBJECTIVE OF THE ENGAGEMENT**

The firm of Vavrinek Trine Day & Co., LLP is available to assist you in evaluating your compliance with the federal arbitrage rebate regulations (formally known as Section 148 (f)(2) of the Internal Revenue Code of 1986, as amended). Our firm is ready to begin work on this project whenever your agency is ready to commence.

**DELIVERABLES**

- 1) We will read the tax certificate, the official statement and the Form 8038 for the bond transaction provided to us by your agency. We will make certain assumptions in performing the computations that will be noted in the computation report.
- 2) Based upon the official statement, tax certificate and accounting records of your agency, we will assemble: 1) a schedule of sources and uses of the bond funds, 2) an adjusted purchase price of the bonds, 3) a pricing summary 4) and a schedule of debt service requirements of the bonds to maturity.
- 3) We will compute the yield on the bonds to be the discount rate that causes the present value of all principal and interest payments on the bonds to equal the issue price to the public.
- 4) Based upon the accounting records provide to us from your agency, we will assemble schedules of actual earnings on the investments in the various funds and accounts of the bond issue that will cover the computation period.
- 5) If applicable, we will issue a report and prepare schedules documenting the District’s effort in meeting the “spend-down exemption” tests that may relieve the District from the payment of arbitrage payments.

- 6) We will issue a report that summarizes the arbitrage earnings during the computation period for the bond issues for each fund or account. If the District meets the “spend-down exemption” test, the spend-down exemption report will substitute for the arbitrage calculation report.

**CLIENT RESPONSIBILITIES**

The work will be non-audit services as defined by Governmental Auditing Standards issued by the Comptroller General of the United States. Our work will not constitute an audit or a review of transactions and should not be relied upon as such.

Your agency is responsible for the appropriate recording and reporting of financial transactions and management decisions. Accordingly, all work will be conducted at your direction, the direction of your chief financial officer, to insure that the work meets your agency’s objectives. The chief financial officer or other designated individual will be responsible for review and approval of any work product directly prepared by VTD, including any adjustments to the accounting records that may be proposed by VTD, or reports drafted by VTD during the engagement.

Governmental Auditing Standards require that your agency be responsible for the substantive outcomes of VTD work and be in a position in fact and appearance to make an informed judgment on the results of the non-audit services and that the Santee School District:

- Designates a knowledgeable management level individual to be responsible and accountable for overseeing the non-audit services.
- Establishes and monitors the performance of the non-audit services to ensure that it meets management’s objectives.
- Makes any decisions that involve management functions related to the non-audit services and accepts full responsibility for such decisions.
- Evaluates the adequacy of the services performed and any findings that result.
- Informs the board of this engagement.

**FEES**

<b>Bond Issue</b>	<b>One-Time Set Up Fee</b>	<b>Arbitrage Calculation</b>
General Obligation Bonds Series 2007	Not Applicable	\$2,000
General Obligation Bonds Series 2008	\$1,200	\$2,300
COPS 2008	\$1,200	\$2,000

If arbitrage rebate amounts are to be paid at the conclusion of any fifth year, there is a charge of \$800 fee for the preparation of the required tax forms for remitting the payment. A request for supplemental services on arbitrage rebate compliance will be billed on an hourly basis. Billing rates through December 31, 2017 are as follows:

<u>Position</u>	<u>Hourly Rate</u>
Partner	\$240
Manager	\$190
Supervisor	\$150
Senior Accountant	\$120
Staff Accountant	\$90

**STAFFING**

Vavrinek, Trine, Day & Co., LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business and Professions Code. It is not anticipated that any of the non-licensure owners will be performing audit services for the agency.

**TERMINATION OF ENGAGEMENT**

Either party may terminate this engagement without cause.

**ARBITRATION**

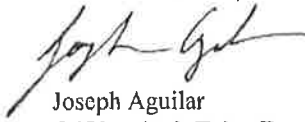
If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

**INDEPENDENT CONTRACTOR AND INSURANCE**

VTD is an independent contractor as defined by Federal and State taxing authorities. VTD will maintain current worker compensation and liability insurance policies.

For any questions regarding this letter, please contact Joe Aguilar at (909) 466-4410. If this engagement letter correctly states your understanding of the engagement, please sign below and return a copy for our files.

Agreed to By:



Joseph Aguilar  
Of Vavrinek Trine Day & Co., LLP

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

Print Name \_\_\_\_\_

**Of Santee School District**

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



Prepared by Dr. Stephanie Pierce  
December 6, 2016

**BACKGROUND:**

Santee School District operates a Transitional Kindergarten program for students who are not age eligible to attend kindergarten. Transitional Kindergarten students in Santee School District attend a half-day program, 210 minutes each day.

Education Code 37202 states that students attend school for an equal length of school day. Transitional Kindergarten programs operated by a district must be of equal length to any kindergarten programs operated by the same district. If Transitional Kindergarten program instructional minutes are a different length than the kindergarten program instructional minutes, a waiver must be submitted to the State Board of Education.

Since Kindergarten students in Santee School District attend school for 307 minutes daily, the District is required to submit a two-year waiver to the State Board of Education to continue offering Transitional Kindergarten as a half-day program. The online waiver submission requires districts to bring the waiver to the District Advisory Council for review and to hold a public hearing. Santee School District's Advisory Council reviewed and approved the waiver recommendation on November 10, 2016. The public hearing was held earlier in the meeting tonight to allow for public comment.

Administration recommends the program continue to be offered as a half-day program, a natural transition of instructional time between preschool programs and a full-day kindergarten program.

**RECOMMENDATION:**

Administration recommends the Board of Education approve the submission of the Transitional Kindergarten Instructional Minutes Waiver through June 2019.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

There is no fiscal impact in submitting the waiver to the California Department of Education.

**STUDENT ACHIEVEMENT:**

Transitional Kindergarten provides students with academic and social skills prior to their Kindergarten year.

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

Agenda Item F.3.1.

Consent Item F.3.2.

Ratification of Nonpublic School Master Contract with Stein School for Nonpublic School Services

Prepared by Dr. Stephanie Pierce  
December 6, 2016

**BACKGROUND:**

At times, students with disabilities require 1:1 assistance due to their specific needs and to demonstrate educational progress. One student currently attending Stein School for nonpublic school services requires 1:1 assistance for the 2016-2017 school year to address his unique needs. A Master Contract for Stein School for this student was previously approved on October 18, 2016.

**RECOMMENDATION:**

Administration recommends the Board of Education approve the 1:1 aide for one student attending Stein School for the term of October 3, 2016 through June 30, 2017.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

School/Agency	Number of Students	Duration of Service	Cost per Day	Total Cost
Stein School	1 student	190 days 10/3/16–6/30/17, 1:1 aide	\$92.70	\$17,613.00

**STUDENT ACHIEVEMENT:**

Some students require alternative settings to demonstrate educational progress.

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

Agenda Item F.3.2.

Consent Item F.3.3.

Approval of Master Contract Appendix A with Stein School for Nonpublic School Services

Prepared by Dr. Stephanie Pierce  
December 6, 2016

**BACKGROUND:**

At times, students with disabilities require enrollment in an alternative educational setting (i.e., nonpublic school) due to their specific needs and to demonstrate educational progress. A master contract was previously approved for Stein School. An additional student with disabilities requires enrollment at Stein School for the remainder of the 2016-2017 school year. The student also requires a 1:1 aide.

**RECOMMENDATION:**

Administration recommends the Board of Education approve the Nonpublic School Master Contract Appendix A with Stein School for one student for the term of December 5, 2016 through June 30, 2017 as well as a 1:1 aide. The contract will be available at the Board Meeting for review.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

The terms of the Master Contract are as follows:

School/Agency	Number of Students	Duration of Service	Cost per Day	Total Cost
Stein School	1 student	125 days 12/5/16–6/30/17, including ESY instruction	\$229.91	\$28,238.75
		125 days 12/5/16-6/30/17, 1:1 aide	\$92.70	\$11,587.50
<b>TOTAL</b>				\$29,826.25

**STUDENT ACHIEVEMENT:**

Some students require alternative settings to demonstrate educational progress.

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

Agenda Item F.3.3.

Consent Item F.3.4.

Approval of Nonpublic Agency Master Contract  
with SPOT Kids Therapy for Occupational  
Therapy

Prepared by Dr. Stephanie Pierce  
December 6, 2016

**BACKGROUND:**

As part of a student's Individual Education Program (IEP), occupational therapy is necessary for some students with disabilities to demonstrate educational progress.

**RECOMMENDATION:**

Administration recommends the Board of Education approve the Nonpublic Agency Master Contract with SPOT Kids Therapy for a .2 FTE occupational therapist for the term of January 2, 2017 through June 30, 2017. The Nonpublic Agency Master Contract will be available at the Board meeting for review.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

FTE	Hourly Rate	Hours Per Day	Days Per Year	Total
1.0 (ESY)	\$75	8.0	110	\$66,000

**STUDENT ACHIEVEMENT:**

Occupational therapy is necessary for some students with disabilities to demonstrate educational progress.

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

Agenda Item F.3.4.

Consent Item F.3.5.

Approval of Amended Nonpublic Agency Contract Appendix B with Maxim Healthcare for Nursing Services

Prepared by Dr. Stephanie Pierce  
November 15, 2016

**BACKGROUND:**

School districts are required to have nurses to promote and maintain optimal student health. Additionally, when district-employed nurses are absent, we must have appropriately-trained nurse substitutes. We contracted with Maxim Healthcare for nursing services in the 2016-2017 school year at a rate of \$37.00 per hour, however, SDCOE has since approved an hourly rate of \$38.00. The total difference amounts to \$1393.00.

**RECOMMENDATION:**

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

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

Type of Nurse	Hourly Rate	Hours Per Day	Days Per Year	Total
RN	\$50	7.0	36	\$12,600
LVN	\$38	7.0	199	\$52,934
<b>GRAND TOTAL</b>				<b>\$65,534</b>

**STUDENT ACHIEVEMENT:**

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

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

Agenda Item F.3.5.

**BACKGROUND:**

The following personnel appointments, changes of status, leave requests, resignations, dismissals and consultant requests are submitted for Board consideration. Italicized information indicates a change.

**Certificated Staff**

A. New Appointments:

Employee	Location	Class/Step	Previous Annual Salary	New Annual Salary	Effective Date

B. Temporary Rehires:

Employee	Location	Class/Step	Previous Annual Salary	New Annual Salary	Effective Date

C. Change of Status/Location:

Employee	Location	Class/Step	Previous Annual Salary	New Annual Salary	Effective Date
1. Mattison, Alexis	Hill Creek	III-01	\$50,504.00	\$50,504.00	12-16-16 to 02-24-17
2. Reid, Corinne	Pepper Drive	V-03 to VI-03	\$57,568.00	<i>\$61,770.00</i>	08-15-16

D. Unpaid Leave Requests:

Employee	Location	Class/Step	Reason	Effective Date
1. Buntin, Amy	Hill Creek	V-05	Family Care	01-03-17 to 04-07-17

E. Resignations:

Employee	Location	Class/Step	Reason	Effective Date
1. Wittbrodt, Cindy	Hill Creek	VI-30	Retirement	06-14-17

F. 39-Month Reemployment:

Employee	Location	Class/Step	Reason	Effective Date

G. Dismissals:

Employee	Location	Class/Step	Effective Date

**Classified Staff**

H. New Appointments:

Employee	Location	Position/Class/Hours	Previous Monthly Salary	New Monthly Salary	Effective Date
1. Agent-Martinez (replacing Haley Vogt)	Cajon Park	Project SAFE Assistant 17 A / 2.5 hrs	\$0.00	\$695.93	11-28-16
2. Barto, Duane	Transportation	Van Driver 22 A / 5.0 hrs	\$0.00	\$1,780.00	11-28-16
3. D'Amico, Mandy (replacing Sam Keating)	Hill Creek	Campus Aide CA A / 2.0 hrs	\$0.00	\$450.50	11-15-16
4. Fullerton, Allison (replacing Barbie Smith)	Pepper Drive	Campus Aide CA A / 2.0 hrs	\$0.00	\$450.50	11-28-16
5. Graham, Robert (replacing David Breault)	PRIDE Academy	Custodian II 23 A / 4.0 hrs	\$0.00	\$1,495.50	11-04-16
6. Rios, Yesenia (replacing Dawn Essig)	PRIDE Academy	Campus Aide CA A / 2.0 hrs	\$0.00	\$450.50	11-28-16
7. Zenteno, Luzelba	Cajon Park	Project SAFE Assistant 17 A / 3.25 hrs	\$0.00	\$904.60	11-08-16

I. Rehires:

Employee	Location	Position/Class/Hours	Previous Monthly Salary	New Monthly Salary	Effective Date

## Classified Staff - continued

**J. Change of Status/Location:**

Employee	Location	Position/Class/Hours	Previous Monthly Salary	New Monthly Salary	Effective Date
1. Delacruz, Daisy	UPLOA to Carlton Oaks	Out-of-School Time Site Lead 22 E / 6.0 hrs	\$2,598.75	\$2,598.75	11-21-16
2. Torres, Maria	Pepper Drive	Campus Aide CA B / 2.0 hrs to CA B / 2.75 hrs	\$473.25	\$650.62	11-15-16

**K. Unpaid Leave Requests:**

Employee	Location	Position/Class/Hours	Reason	Recommendation	Effective Date

**L. Resignations:**

Employee	Location	Position	Reason	Effective Date
1. Nothdurft, Jackie	Human Resources	Personnel Technician	Professional Growth	12-10-16
2. Torres, Yashira	Hill Creek	Campus Aide	Personal	08-06-16

**M. 39-63 Month Reemployment:**

Employee	Location	Position/Class/Hours	Effective Date

**N. Dismissals:**

Employee	Location	Position	Effective Date

**RECOMMENDATION:**

Administration recommends approval of listed personnel appointments, changes of status, leave requests, resignations, dismissals, and consultants. This recommendation supports the following District goal: Assure the highest quality of school district services, including, but not limited to, academic, social, emotional and health services by hiring and retaining employees with not only required technical skills in the areas of their responsibilities but also the ability to handle diverse challenges.

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

Agenda Item F.4.1.



**BACKGROUND:**

Hill Creek School will be receiving a student requiring 1:1 supervision while waiting for transportation from December 12, 2016 through February 24, 2017 for 30 minutes per day during a two-month period. Hiring a short term position will eliminate the necessity of a layoff situation when 1:1 assistance is no longer required.

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

**RECOMMENDATION:**

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

- One (1) .5 (30 minutes) Instructional Assistant, Special Ed II position at Hill Creek School

**FISCAL IMPACT:**

The approximate cost to employ the short term position will be \$400 and paid from the Special Education Fund.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item F.4.2.

Consent Item F.4.3. Approval to Accept Memorandum of Understanding with Azusa Pacific University as Part of Santee TLC Initiative at Cajon Park School

Prepared by Tim Larson  
December 6, 2016

**BACKGROUND:**

Santee School District was awarded funding for a collective impact grant at Cajon Park School to develop strategic ways to improve attendance and academics for kindergarten through third grade students using collective impact approach. This initiative is called Santee TLC which stands for teaching, listening and connecting.

As part of that initiative, Azusa Pacific University would like to assign 3-4 nursing students working toward their Bachelor’s, Master’s, or Doctorate degree to help out specific grade levels with health concerns identified by grade level teams. This could include: parent education, information and referral for parents on health issues; classroom instruction on health topics such as hygiene; help with attendance concerns; infectious diseases; health promotion; and home visits. The nursing students can provide small group and routine nursing support. The agreement will remain in effect for 3-years and may be terminated by either party by delivery of a thirty (30) day written notice of termination.

**RECOMMENDATION:**

It is recommended that the Board of Education approve the Azusa Pacific University Memorandum of Understanding to bring additional resources to Santee TLC.

**FISCAL IMPACT:**

There is no fiscal impact to the Santee School District. All materials needed will be covered by the nursing students or the Santee TLC grant initiative with United Way of San Diego County.

**STUDENT ACHIEVEMENT:**

By providing support for students, these students will be better prepared to learn in the classroom.

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

Agenda Item F.4.3.

CLINICAL AFFILIATION AGREEMENT BETWEEN  
AZUSA PACIFIC UNIVERSITY  
SCHOOL OF NURSING

and

SANTEE SCHOOL DISTRICT

Azusa Pacific University, domiciled in the City of Azusa, State of California (hereinafter called "UNIVERSITY") and Santee School District, domiciled in the City of Santee, State of California (hereinafter called "FACILITY"), hereby agree:

RECITALS

UNIVERSITY is an institution of higher learning, which presently offers Bachelor's, Master's and Doctorate Degrees in various disciplines, fully accredited by the Western Association of School and Colleges, and the Commission on Collegiate Nursing Education (CCNE). FACILITY is an institution, which offers health services and facilities, and maintains appropriate state licensure.

UNIVERSITY and FACILITY desire to assist and cooperate with each other in providing instruction and clinical experience to students of nursing, which leads to the awarding of elective credit toward a Bachelor's, Master's or Doctorate degree, and/or continuing education units, from Azusa Pacific University.

UNIVERSITY has determined that its utilization of FACILITY comports with the requirements of section 1427 of title 16 of the California Code of Regulations.

TERMS OF AGREEMENT

1. ACCREDITATION:

FACILITY shall undertake to maintain standards of care and all other requirements necessary to insure continued Medi-Cal and/or Medicare certification and appropriate state licensure. It is recognized that UNIVERSITY is under the jurisdiction of various accrediting agencies with whose standards it must comply if UNIVERSITY is to maintain accreditation, and it is therefore agreed that UNIVERSITY will administer the Degree Program, and that

UNIVERSITY will prescribe curriculum and courses of study. It is agreed that the Program is the responsibility of UNIVERSITY, and that UNIVERSITY is in authority of the administration of the same. UNIVERSITY personnel recognize the responsibility to plan and work collaboratively and cooperatively with FACILITY, in providing student learning and patient care. Appropriate representatives of UNIVERSITY and FACILITY will meet as needed for the purpose of interpreting, discussing and evaluating students' clinical experience at the FACILITY.

Upon failure of either party to this AGREEMENT to obtain or maintain its certification or accreditation, the party hereto which has certification or accreditation, at its election, may terminate this AGREEMENT at the end of the academic year of the UNIVERSITY by giving at least one semester's written notice thereof to the party that does not have its said certification or accreditation and thereupon, this AGREEMENT shall terminate without further liability hereunder by either party to the other, except as provided for in Section 7 of this AGREEMENT. The term semester as used herein, means one half of a regular school year as now conducted by UNIVERSITY or its then equivalent.

2. TRANSPORTATION OF NURSING STUDENTS BETWEEN UNIVERSITY AND FACILITY:

Neither UNIVERSITY nor FACILITY will provide transportation for nursing students between campus of UNIVERSITY and FACILITY. Each nursing student shall be responsible for his or her transportation between UNIVERSITY campus and FACILITY.

3. INSURANCE:

- (a) Worker's Compensation Insurance and Employer's Liability Insurance: FACILITY shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees. UNIVERSITY shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees and students.
- (b) Professional Liability Insurance: FACILITY shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees and agents. UNIVERSITY shall carry professional

liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees, agents, and students.

- (c) General Liability Insurance: FACILITY shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees and agents. UNIVERSITY shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees, agents, and students.
- (d) UNIVERSITY maintains proof of all insurance coverage and will provide said proof to FACILITY upon request. Further, in the event of any modification, termination, expiration, non-renewal or cancellation of any insurance coverage required by this Agreement, UNIVERSITY shall give written notice thereof to FACILITY not more than ten (10) days following the date of UNIVERSITY'S receipt of such notification.
- (e) FACILITY maintains proof of all insurance coverage and will provide said proof to UNIVERSITY upon request.

#### 4. CONFIDENTIALITY:

All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the FACILITY or the project shall remain strictly confidential and shall not be disclosed without consent of the FACILITY.

The University shall notify students that they are responsible for respecting and maintaining the confidentiality of all Health Information with respect to all patients of the FACILITY, including without limitation, all Health Information regarding a patient's: 1) Medical treatment and condition; 2) Psychiatric and Mental Health; and 3) Substance abuse and Chemical dependency, which the student may receive pursuant to this Agreement. The student agrees to comply with the terms and conditions of the: (i) Confidentiality of Medical Information Act of 1981, California Civil Code Section 56 et seq. (General Patient Medical Records); (ii) California Welfare & Institutions Code §5328.6 and §5328.7 (Mental Health Records); and (iii) 42 U.S.C. §§290dd-2; (iv) Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Regulations promulgated thereunder (42 U.S.C. Sections 1320d-2 and 1320d-4; 45 C.F.R. Subtitle A, Subchapter C, Parts 160 – 164), as amended from time to time.

5. STUDENT AGENCY ASSIGNMENT:

The assignment of nursing students within the FACILITY shall be made by the UNIVERSITY, or UNIVERSITY faculty assigned to the facility (if any), in accordance with students' educational needs as determined by the curriculum of the UNIVERSITY'S program. Physical facilities of FACILITY for such assignments will be made available therefore by FACILITY, and FACILITY will adhere to the placement objectives set forth by the UNIVERSITY.

- The student will be officially enrolled in a nursing course of study at Azusa Pacific University.
- The student will work with a FACILITY preceptor(s) agreed upon by FACILITY, UNIVERSITY and student.
- The UNIVERSITY and/or student will prepare objectives for the clinical experience with the approval of UNIVERSITY faculty and FACILITY preceptor(s), and FACILITY'S preceptor(s) shall instruct students in their clinical training at FACILITY in accordance with those objectives.
- The clinical hours to meet the student's learning needs will be jointly arranged by the UNIVERSITY, FACILITY, and student.
- Student evaluations will be the responsibility of the UNIVERSITY faculty with input from the FACILITY preceptor(s).
- The student will meet all time obligations or otherwise notify the FACILITY preceptor(s) of alterations in advance.
- The UNIVERSITY shall notify students that they are responsible for following the internal protocols, policies, procedures, rules and regulations established by FACILITY; and all requirements of the Joint Commission on Accreditation of Healthcare Organizations ("Joint Commission" or "JCAHO"), as may be revised from time to time.

6. RESERVATION OF RIGHTS:

FACILITY reserves the right for its Administrator to exercise exclusive control over the administration, operation, maintenance and management of FACILITY, and faculty and students

while students are in residence at the FACILITY and subject thereto. UNIVERSITY reserves the right to exercise control and supervision over the operation, curriculum, faculty and students of the School of Nursing within the prescribed framework.

7. TERMINATION AND TERM LENGTH OF THIS AGREEMENT:

The AGREEMENT may be terminated by either party thereto by delivery of thirty (30) days prior written notice of termination to the other party hereof, and delivery of a copy of said notice to the Board of Directors or Trustees, or the organization having jurisdiction over either of the parties hereto, or of which either party hereto is a member, and whose laws, rules or regulations require that such notice be given to such Board or organization. In the event such notice of termination is given for any reason including for loss of certification or accreditation as provided for in Section 1 hereof, the UNIVERSITY and FACILITY will continue to discharge their obligations as expressed herein to each other as to the nursing students then enrolled. This AGREEMENT is for the term of three (3) years, unless earlier terminated pursuant to the terms of this Agreement.

8. MISCELLANEOUS:

- (a) Patient Care: The FACILITY shall remain in charge of and provide appropriate supervisory personnel for patient care. FACILITY is at all times responsible for care and supervision of its patients, and FACILITY warrants that FACILITY has adequate staffing to ensure safe and continuous health care services to FACILITY'S patients, and that students shall not be substituted for FACILITY staff necessary for reasonable coverage.
- (b) Orientation: The FACILITY will provide for the UNIVERSITY and its nursing students and faculty appropriate orientation prior to and, if required, during each semester. Orientation shall include familiarization with relevant FACILITY purpose, policies, procedures and facilities.
- (c) Hepatitis B: UNIVERSITY requires the hepatitis B vaccine and vaccination series for all of its health care students who have occupational exposure. UNIVERSITY also follows up with all students who have had an exposure incident at no cost to them, once the student has received the required training and within ten working days of

initial assignment. All students are assured that if the hepatitis B vaccination has previously been declined (for which a signed declaration has been obtained) that the vaccination series is still available to such student.

- (d) Universal Precautions: The UNIVERSITY nursing curriculum contains Universal Precautionary Practices, which include a general explanation of the epidemiology and systems of blood borne disease, modes of transmission, and information on the hepatitis B vaccination, as well as other pertinent information.
- (e) Health Clearance: The UNIVERSITY assumes responsibility for maintaining a current (within a year) certification of health clearance, including verification of a titer test proving immunity to rubella and measles or proof of two (2) immunizations, Quantiferon Gold or two-step PPD Test followed by annual renewals or chest x-ray and tuberculosis questionnaire showing no active tuberculosis, two (2) immunizations or positive titer for Varicella-zoster virus (chicken pox), proof of immunization, three (3)-series, against hepatitis B (heptavac) or positive titer, and evidence of a Tetanus, Diphtheria, Pertussis, (Tdap) vaccination. UNIVERSITY shall ensure compliance with this Paragraph and shall maintain files of all health examinations of students assigned to FACILITY.
- (f) Background Check: The UNIVERSITY shall require each assigned student to submit to a complete background check as a condition of participation in the Program. The background check will be considered “completed” if it includes all of the following elements: (1) 7 year criminal background check in current and previous counties of residence and employment; (2) confirmation that the assigned student is not listed as sexual offender and, if requested by the FACILITY, in any child abuse registry; (3) evidence that the assigned student is eligible to participate in all federal and state health programs and verification that the student is not on the OIG or GSA exclusion list.

9. MUTUAL INDEMNIFICATION:

- (a) UNIVERSITY shall indemnify, save and hold harmless FACILITY, its officers, directors, agents and employees from and against all obligations, claims and liabilities



of any kind under state or federal law (including costs and attorneys fees) that may arise out of negligent acts or omissions of UNIVERSITY officers, directors, agents, and employees during the course and scope of a UNIVERSITY's student's clinical training.

- (b) FACILITY shall indemnify, save and hold harmless UNIVERSITY, its officers, directors, agents and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorneys fees) that may arise out of negligent acts or omissions of FACILITY officers, directors, agents or employees during the course and scope of a UNIVERSITY's student's clinical training.

10. AMENDMENTS:

This AGREEMENT and each of their terms and provision hereof may be amended from time to time by the parties hereto by written amendment only and executed by the parties hereto.

11. STATUS OF STUDENTS: The employment status of students and the responsibility for insurance coverage for student activities depends upon the status of the students as set forth below:

(a) **Students Participating in Unpaid Internship not at Student's Place of**

**Employment:** It is understood by the parties that the UNIVERSITY's students are fulfilling specific requirements for clinical experiences as part of a degree requirement, and therefore, the UNIVERSITY's students do not thereby become employees or agents of UNIVERSITY by virtue of their clinical training. The UNIVERSITY shall be responsible for providing general liability, professional liability, and workers' compensation coverage for such students, pursuant to Section 3 (Insurance) of this Agreement.

(b) **Students Participating in Unpaid Internship at Student's Place of**

**Employment:** It is understood by the parties that the UNIVERSITY and FACILITY shall keep the clinical training and work duties of the UNIVERSITY's students strictly separate. The UNIVERSITY shall be responsible for providing general liability, professional liability, and workers' compensation coverage for such students' clinical

training, pursuant to Section 3 (Insurance) of this Agreement, and the FACILITY shall be responsible for providing insurance coverage for such students' activities as an employee.

- (c) **Students Participating in Paid Internship:** If the UNIVERSITY's students are provided with a nominal stipend from the FACILITY intended to reimburse them for estimated expenses related to their clinical training, the UNIVERSITY's students do not thereby become employees or agents of FACILITY, and UNIVERSITY shall be responsible for providing general liability, professional liability, and workers' compensation coverage for such students pursuant to Section 3 (Insurance) of this Agreement; however, FACILITY shall be responsible for issuing a Form 1099 reporting the stipend to the Internal Revenue Service. If, however, the UNIVERSITY's students are paid by the FACILITY for their services, then they become employees of the FACILITY, and FACILITY is responsible for all employee obligations and for insuring the activities of such students, notwithstanding Section 3 (Insurance) of this Agreement; in addition, Section 9 (Mutual Indemnification) shall not apply to either party.

IN WITNESS WHEREOF, the Parties to this AGREEMENT have hereunto set their hands in duplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

SANTEE SCHOOL DISTRICT  
9625 Cuyamaca Street  
Santee, CA 92071  
619-258-2300 Phone

AZUSA PACIFIC UNIVERSITY  
701 E. Foothill Blvd./ PO Box 7000  
Azusa, CA 91702-7000  
626-815-5386 Phone  
626-470-9644 Fax

By \_\_\_\_\_  
Tim Larson  
Assistant Superintendent

By \_\_\_\_\_  
Renee Pozza, PhD, CNS, FNP, RN  
Associate Dean of Academic Affairs

Consent Item F.4.4. Approval of Agreement with Public Consulting Group (PCG) to Provide Claims Administration Services for Medicaid Administrative Activities (MAA)

Prepared by Tim Larson  
December 6, 2016

**BACKGROUND:**

The District is part of Region 9 Local Education Consortium (LEC) and contracted with PCG for the Random Moment Time Survey (RMTS) system platform. We have contracted with PCG since January 1, 2015 for student data file transmission, invoicing, and help desk support. The District received \$58,000 in MAA reimbursements during the 2015-2016 school year.

**RECOMMENDATION:**

It is recommended that the Board of Education approve the agreement with PCG for the MAA billing program from January 1, 2017 through December 31, 2017.

**FISCAL IMPACT:**

The cost for services as described above is \$6000 a year.

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

Agenda Item F.4.4.

**PUBLIC CONSULTING GROUP, INC.**  
**SMAA RMTS – PCG CLAIMING SYSTEM LICENSE AGREEMENT**

This LICENSE AGREEMENT, including all exhibits hereto (collectively “the **Agreement**”), is entered into as of 1/1/2017 (the “**Effective Date**”), by and between Public Consulting Group, Inc., a Massachusetts corporation headquartered in Boston, MA (“**PCG**”) and Santee Unified School District with its offices located at Santee Unified School District (“**Agency**”).

**1. DEFINITIONS.** In addition to the terms defined elsewhere in this Agreement, terms appearing in initial capital letters shall have the following meanings:

**1.1. “Confidential Information”** means information designated or treated as confidential by either party, or which under the circumstances surrounding disclosure should in good faith be treated as confidential, including, without limitation: (a) computer programs, electronic codes, algorithms, know-how, formulas, processes, ideas, data, inventions (whether or not patentable or registerable under patent, copyright, or similar statutes), schematics, teaching and development techniques, trade secrets, improvements, research projects, and code; (b) information about costs, profits, markets, sales, customers, or clients; (c) technical, business, and financial plans; (d) employee personnel files and compensation information; (e) discoveries, developments, designs, improvements, regardless of the form of communication in each case, including extracts or summaries; and (f) any record (whether in print, electronic, or any other medium) maintained by Agency, an Agency employee or agent, or a party acting on Agency’s behalf, or any of Agency’s authorized users, which is directly related to an identified client, employee or student. “Confidential Information” also specifically includes System, any third-party information disclosed to either party under obligations of confidentiality, and the identity of or any medical, financial, or personal information pertaining to anyone within PCG or Agency. Notwithstanding the foregoing, however, “Confidential Information” does not include information that: (i) was rightfully in possession of or known to the receiving party without any obligation of confidentiality prior to receiving it from the disclosing party; (ii) is, or subsequently becomes, legally and publicly available without breach of this Agreement; (iii) is rightfully obtained by the receiving party from a source other than the disclosing party without any obligation of confidentiality; or (iv) is disclosed by the receiving party under a valid order of a court or government agency, provided that the receiving party provides prior written notice to the disclosing party of such obligation and the opportunity to oppose such disclosure.

**1.2. “Documentation”** means all technical information, training materials, instructions, manuals, and diagrams (in printed, electronic, or other media) pertaining to the System Service.

**1.3. “System Service”** means: (i) the Internet-based services identified in this Agreement including Attachment A; (ii) all products related to such services; (iii) all New Releases, Updates, and Upgrades applicable to the foregoing and generally released by PCG; and (iv) the Documentation developed by PCG for distribution and use in combination with the foregoing.

**1.4. “Intellectual Property Rights”** means patent rights, copyrights (including but not limited to copyrights in audiovisual works and applicable Moral Rights), trade secret rights, trademark rights, and any other intellectual property rights recognized by the law of each applicable jurisdiction in which licenses for the System Service are marketed and licensed by PCG.

**1.5. “Moral Rights”** means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right existing under the law of any country in the world or under any treaty.

**1.6. “New Releases”** means any new revision of System Service that includes significant enhancements which add new features to the System Service and which generally will be designated by a

new version number either to the left of the decimal point (e.g., from v2.03 to v3.00) or one decimal place to the right of the decimal point (e.g., from v2.03 to v2.10).

**1.7. “Permitted Use”** means use of the System Service by an Agency User solely for the Purpose.

**1.8. “Agency User”** means any employee, agent or contractor of the Agency authorized to access the System pursuant to Section 3.3 of this Agreement..

**1.9. “Trademarks”** means all trademarks, trade names, service marks, and logos now owned or hereinafter acquired by either party, and all other trademarks, trades names, service marks, and logos identifying or used in connection with their product or service offerings, whether or not registered under the laws of a particular jurisdiction or territory.

**1.10. “Updates”** means any new revisions and/or modifications required to be made to the System Service and/or Documentation in order to correct operational errors, or to meet new and/or additional requirements imposed on Agency under state or federal law.

**1.11. “Upgrades”** means any new revision of the System Service that includes corrections and minor modifications to existing features and which generally will be designated by a new version number which has changed from the prior number only two places to the right of the decimal point (e.g., from v2.02 to v2.03).

## **2. TERM**

**2.1. Initial Term.** The initial term of this Agreement (the “**Initial Term**”) shall commence on the Effective Date and shall end 1 year thereafter.

**2.2. Renewal Term.** Following the Initial Term, this Agreement shall automatically renew for two successive one year terms (each a “**Renewal Term**”), unless either party notifies the other, at least thirty (30) days prior to the end of the Initial Term or then-current Renewal Term, as the case may be, of the notifying party’s election not to renew this Agreement, whereupon this Agreement shall terminate on the last day of the Initial Term or the then-current Renewal Term, as the case may be, subject to continued usage rights as described herein.

**2.3. Appropriation.** Each Term is subject to appropriation.

### **3. GRANT OF RIGHTS.**

**3.1. Grant of License for System Service.** In consideration of the Compensation defined in Attachment A and subject to the other terms and provisions of this Agreement and Agency's performance of all its obligations under this Agreement and the Contract, PCG hereby grants to Agency, and Agency hereby accepts, a non-exclusive, non-transferable right and license, during the Term only, and any Continued Usage Period (collectively referred to hereinafter as the "Term"), to access via the Internet and use the System Service to the extent reasonably necessary.

**3.2. Grant of License for Documentation.** PCG hereby grants to Agency, and Agency hereby accepts, a non-exclusive, royalty-free license under PCG's copyrights in PCG's Documentation, during the Term only:

**3.2.1.** to incorporate PCG's Documentation, in whole or in part, into other written materials prepared by or for Agency with respect to the System Service solely for Agency's internal use; and

**3.2.2.** to reproduce and distribute modified and original versions of PCG's Documentation, in hard copy or in an on-line format, as part of Agency's Documentation for the System Service, and, if such Agency's Documentation is in an on-line format, allow Agency Users to make print copies of the same solely for Agency's internal use.

### **3.3. Authorized Users; Restrictions on License Grant.**

**3.3.1.** The System may be accessed only by i) employees of Agency who have a need to access the System Service for the Purpose; or ii) contractors of the Agency and their employees, subject to prior notification to PCG and PCG's express approval of such access by contractors and employees, (collectively "Agency Users"). PCG may require authorized contractors and their employees to execute appropriate confidentiality and non-use agreements at any time before or after being approved as Agency Users. Agency Users may access the System solely for the Purpose and shall be required to maintain the System Service and Documentation as confidential and proprietary to PCG. Agency shall not use or grant to any person or entity other than authorized Agency Users the right to use the System Service. Agency and Agency Users shall not distribute, market, or sublicense the System Service. PCG may restrict access or require Agency restrict access of the System Service by any Agency User who violates the confidentiality or proprietary rights of PCG in the System Service.

**3.3.2.** Agency shall ensure that appropriate proprietary notices indicating PCG's Intellectual Property Rights in the System Service and related Documentation are placed on all copies of written materials distributed by Agency relating thereto. Examples of such documentation include training materials and manuals.

**3.3.3.** Agency shall not distribute or knowingly permit distribution of System documentation or intellectual property to any individual or organization that is not an authorized Agency User.

**3.3.4.** Agency shall not transfer or permit access to the System Service to any third party or permit any Agency User to transfer or allow access the System Service to any unauthorized person, except as may be required by lawful court order or as a requirement by direction of state

or federal authorities having jurisdiction over the reporting of time by Agency and Agency Users.

**3.3.5.** Agency shall not decompile, disassemble, or otherwise attempt to reverse engineer the System Service or any portion thereof and shall not permit any Agency User to decompile, disassemble, or otherwise attempt to reverse engineer the System Service or any portion thereof.

**3.3.6.** Agency will take reasonable steps to protect the System Service from unauthorized access, copying, dissemination, and disclosure, and from other unauthorized use, and will report promptly to PCG any such use of which Agency becomes aware. Agency shall be responsible for the quality, integrity, and accuracy of all data entered and used in connection with the System Service, including all deletions of such data by Agency Users.

### **3.4. Reservation of Rights.**

**3.4.1.** Subject to the license rights granted to Agency by this Section 3, all right, title, and interest in and to the System Service, including the Intellectual Property Rights and technology inherent in System Service, are and at all times will remain, the sole and exclusive property of PCG. No right to use, print, copy, distribute, integrate, or display the System Service, in whole or in part, is granted in this Agreement, except as is explicitly provided in this Agreement. Nothing contained in this Agreement will directly or indirectly be construed to assign or grant to Agency any right, title, or interest in or to PCG's Intellectual Property Rights or other rights in and to the System Service or PCG's Trademarks.

**3.4.2.** Except as expressly authorized by this Agreement, Agency shall not use, display, copy, distribute, modify, or sublicense the System Service. In addition, Agency shall not modify, transfer, rent, lease, reverse engineer, decompile, or disassemble the System Service. PCG reserves all rights not expressly granted to Agency by this Agreement. Agency will not alter, remove, modify, or suppress any confidentiality legends or proprietary notices placed on, or contained within the System Service and expressly agrees not to circumvent, or knowingly permit third parties to circumvent, any security or other protections within the System Service.

**4. ACCESS TO SYSTEM SERVICE.** PCG will provide access to the System Service to Agency via a private account accessed through the Internet, from which Agency will be capable of using the System Service as permitted by this Agreement. PCG will not provide the Internet connectivity to Agency, and obtaining and maintaining such connectivity will be the sole responsibility of Agency. PCG will, as soon as practicable, provide Agency with advance notice of each New Release, Upgrade, or Update, and provide notice whether such New Release, Upgrade, or Update will be provided via the Internet.

### **5. SUPPORT.**

**5.1. General Technical Support.** PCG will make available qualified personnel to Agency during the Term to provide technical support to Agency. Such personnel will be skilled in the functioning and application of the System Service sufficient to answer questions and provide support.

**5.2. Telephone Support.** Technical support will be provided via email and telephone. PCG will establish a project specific email account and a toll-free telephone number. The email and telephone number will connect the Agency User with the System help desk. Telephone and help desk support is available to the LEC SMAA representative(s). Help desk support to the LEA and RMTS participants can be provided as an additional service.

**5.3. Project Support.** PCG agrees to provide implementation support services PCG can provide consulting services and support to Agency for unique projects on an as-available basis, upon Agency's request and subject to agreed-upon additional compensation.

**5.4. Optional Services.** PCG will provide the optional services described in Attachment A. The parties shall document this election of Optional Services by mutual signed writing.

**6. PAYMENTS.** PCG will be paid in accordance with the Compensation outlined in Attachment A as part of the contract between the Agency and Public Consulting Group. If the arrangement changes, the payment terms in this agreement will be modified by written agreement of the parties. Payments for services are due 30 days from receipt of invoice unless otherwise noted. PCG will invoice agency quarterly throughout the life the contract term.

## **7. WARRANTIES.**

**7.1. Limited Warranty.** PCG represents and warrants that it has the right to license the System Service as specified by this Agreement, and that the use of the System Service contemplated in this Agreement does not infringe upon, violate, or constitute a misappropriation of any copyright, trademark, trade secret, or any other proprietary right of any third party. Further, PCG represents and warrants that, the System Service will operate in accordance with the applicable Documentation, and in compliance with the specified requirements of the RFP and proposal response, provided that the System Service is operated in compliance with such Documentation. Under no circumstances will PCG be responsible for Agency's hardware, software, browsers, or Internet connections that provide access to the System Service. PCG shall use reasonable efforts to maintain the System Service and to correct any problems that may arise with the use of the System Service.

**7.2. DISCLAIMER.** PCG SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE SYSTEM SERVICE, PRODUCTS OR ANY OTHER GOODS OR SERVICES PROVIDED BY PCG, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PCG expressly disclaims any liability for the accuracy or correctness of any data, program rules, training, coding or any other process or information provided by the Agency for the Purpose or resulting from such process or information provided by Agency.

## **8. PROPRIETARY RIGHTS; PROTECTION OF CONFIDENTIAL INFORMATION; DATA STORAGE.**

**8.1. Ownership.** Agency acknowledges that PCG owns the System Service, that the System Service is not generally published, and that the System Service embodies the Confidential Information of PCG. All right, title, and interest in and to the System Service, including, without limitation, all copyrights, trade secret rights, and other intellectual property rights pertaining in and to the System Service shall remain vested in PCG and its third-party licensors. PCG acknowledges that Agency owns all of the data inputted by each Agency User and any and all reports produced as a result of using the System Service. Agency acknowledges that PCG shall have the right to aggregate any data input by Agency or Agency Users for PCG's own purposes, but shall not disclose personal or individual identifying information.

**8.2. Confidentiality Obligations.** Each party agrees that: (i) neither party will disclose to any third party any of the other party's Confidential Information except to the receiving party's employees and contractors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein; (ii) each party will use the same degree of care it uses to maintain the confidentiality of its own information of similar importance in its possession or control, but in no event less than a reasonable degree of care; and (iii) neither party will use or authorize the use of Confidential



Information for any purpose other than to fulfill such party's obligations hereunder. Each party agrees that neither party will disclose to any third party any of the terms of this Agreement, which will be treated as Confidential Information, except to the receiving party's employees, contractors, and advisors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein, and neither party will use the terms of this Agreement for any purpose other than to fulfill such party's obligations under this Agreement, except as either party is otherwise required by law. The parties may modify these obligations through express written agreements.

**8.3. Injunctive Relief.** Each party acknowledges that the other party's Confidential Information contains trade secrets of such other party, the disclosure of which would cause substantial harm to such other party that could not be remedied by the payment of damages alone. Accordingly, such other party will be entitled to seek preliminary and permanent injunctive relief and other equitable relief for any breach of this Section 8.

**8.4. Agency Duties.** Agency will take reasonable steps to protect the System Service from unauthorized access, copying, dissemination, and disclosure, and from other unauthorized use, and will report promptly to PCG any such use of which Agency becomes aware. Agency shall be responsible for the quality, integrity, and accuracy of all data entered and used in connection with the System Service, including all deletions of such data by Agency Users.

**8.5. PCG Duties.** PCG will take reasonable steps to protect the data that Agency enters as part of its use of the System Service. PCG will use technical, administrative, and physical safeguards to protect against unintentional loss and against unauthorized access, destruction, misuse, modification, and disclosure. Although no computer system or information can ever be fully protected against every possible hazard, PCG is committed to providing reasonable and appropriate security controls to protect information against foreseeable hazards. PCG recognizes that Agency data is the property of Agency. Upon contract termination, or at Agency's request, PCG will provide all data to Agency. PCG may keep a backup copy of the data unless otherwise agreed by the parties, which retention by PCG is subject to the confidentiality and use restrictions of this Agreement, as well as subject to all applicable law.

**8.6. Third Party Infringement.** PCG reserves the sole and exclusive right at its discretion to assert claims against third parties for infringement or misappropriation of its Intellectual Property Rights in the System Service.

**8.7. Data Storage and Retention.** Agency data provided or created using the System Service is available during the Term of the Agreement. After the termination or expiration of this Agreement, PCG will transfer such data to Agency or destroy such data, upon Agency's written direction, or Agency may request PCG maintain storage of such data at PCG's then current rates. During the Term, PCG will make and retain on an appropriate time schedule backups of data entered by Agency Users, and make same available without cost to Agency and Agency Users in the event data is lost, damaged or corrupted, or otherwise becomes unusable, due in any part to the acts or omissions of PCG or breach of the System Service.

## **9. PRODUCT MARKING.**

**9.1. Ownership of PCG Trademarks.** Agency acknowledges that PCG is and shall remain the owner of all right, title, and interest in and to each of PCG's Trademarks in any form or embodiment thereof, and is also the owner of all goodwill associated with PCG's Trademarks. All goodwill generated by Agency use of the System Service with respect to PCG's Trademarks shall inure exclusively to the benefit of PCG.

**9.2. Infringements.** Agency shall promptly notify PCG of any third-party infringements of any of the PCG Trademarks used in connection with the System Service, or any act of unfair competition by third

parties relating to the PCG Trademarks, within a reasonable time of Agency's knowledge of such infringements or acts.

## **10. INDEMNIFICATION.**

**10.1. PCG Indemnification Obligations.** PCG shall defend, indemnify, and hold harmless Agency from and against any suit, proceeding, assertion, damage, cost, liability, and expense (including court costs and reasonable attorneys' fees) incurred as a result of claims by a third party against Agency or its affiliates, employees, or agents arising from or connected with a claim, related to this Agreement, that any System Service infringes any valid patent, copyright, trade secret, or other intellectual property right under the laws of the United States, and including claims related to breach, loss or corruption of data input by Agency or Agency Users to the extent resulting from PCG's negligence or willful misconduct, provided that Agency promptly notifies PCG, in writing, of the suit, claim, or proceeding, or threat of suit, claim, or proceeding, and provides PCG with reasonable assistance for the defense of the suit, claim, or proceeding. PCG will have sole control of the defense of any claim and all negotiations for settlement or compromise.

**10.2. Agency Indemnification Obligations.** Agency shall defend, indemnify, and hold harmless PCG from and against any suit, proceeding, assertion, damage, cost, liability, and expense (including court costs and reasonable attorneys' fees) incurred as a result of claims of Agency or third parties against PCG or its affiliates, licensors, suppliers, officers, directors, employees, or agents arising from or connected with Agency's misuse of the System Service, errors in data or other process or information provided by Agency, unauthorized modification of System Service, or unauthorized combination of the System Service with any hardware, software, products, data, or other materials not specified or provided by PCG, provided that PCG promptly notifies Agency, in writing, of the suit, claim, or proceeding, or threat of suit, claim, or proceeding, and provides Agency with reasonable assistance for the defense of the suit, claim, or proceeding. Agency will have sole control of the defense of any claim and all negotiations for settlement or compromise.

## **11. TERMINATION.**

**11.1. Termination.** Notwithstanding the provisions of Section 2, either party may terminate this Agreement on or after the thirtieth (30th) day after such party gives the other party written notice of a material breach by such other party of any obligation hereunder, unless such breach is cured within thirty (30) days following the breaching party's receipt of such written notice.

**11.2. Effect of Termination.** Upon termination or expiration of this Agreement: (i) all licenses granted to Agency by PCG will terminate; and (ii) all Agency User access to the System Service will terminate. PCG will destroy or return to Agency, at the option of Agency, all copies of Agency data entered into the System Service. Notwithstanding any language to the contrary in this Agreement, upon termination for any reason the Agency and Agency Users shall have a reasonable opportunity to retrieve in usable form and/or format all data entered by them into the System Services. Such reasonable opportunity shall not be interpreted to deny to Agency and/or Agency Users the right to continued access and use of the System Services to create and submit required reports and other needs related to the purpose of this Agreement, and shall be interpreted to be of sufficient duration to permit Agency and Agency Users continued access and use for the period of time between the date of termination and the next reporting deadline, plus thirty (30) calendar days, and Agency shall compensate PCG a prorated amount of the annual cost relating to the extended time taken by Agency and/or Agency Users to acquire replacement services, retrieve data in usable format or otherwise direct the return or destruction of data, whichever comes last. Such period of time shall be referred to herein as the "Continued Usage Period" and is part of the Term of this Agreement.

**11.3. No Damages for Termination.** NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR DAMAGES OF ANY KIND, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR

LOST PROFITS, ON ACCOUNT OF THE TERMINATION OR EXPIRATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS. EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO RECEIVE ANY COMPENSATION OR REPARATIONS ON TERMINATION OR EXPIRATION OF THIS AGREEMENT, OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT. Neither party will be liable to the other on account of termination or expiration of this Agreement for reimbursement or damages for the loss of goodwill, prospective profits, or anticipated income, or on account of any expenditures, investments, leases, or commitments made by either party or for any other reason whatsoever based upon or growing out of such termination or expiration. NOTHING HEREIN RELIEVES A PARTY FROM LIABILITY RELATED TO A BREACH OF ANY AGREEMENT OBLIGATION, EVEN WHERE SUCH BREACH MAY ALSO HAVE RESULTED IN A TERMINATION OF THE AGREEMENT.

**12. ADDITIONAL SERVICES.** The parties to this Agreement may expand the scope of this Agreement to include other products or services offered by PCG, and to specify rates of payment for such products or services, by means of amendments to this Agreement signed by an authorized representative of each party and referencing this Agreement.

**14. WAIVER AND NONEXCLUSIVE REMEDY.** No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights. Except as otherwise specified in this Agreement, the exercise by either party of any remedy under this Agreement is without prejudice to its other remedies under this Agreement or otherwise.

**15. COMPLIANCE WITH LAWS.** Each party agrees to comply with all applicable laws, rules, and regulations in connection with its activities under this Agreement.

## **16. ADDITIONAL TERMS**

**16.1. Assignment.** This Agreement will bind and inure to the benefit of each party's permitted successors and assigns, provided, however, that neither party may assign this Agreement, in whole or in part, without the other party's written consent. Any attempt to assign this Agreement without such consent will be null and void. A change of control of a party will not be deemed an assignment.

**16.2. Governing Law.** This Agreement is governed by the laws of California, without regard to its conflict of law provisions, and the parties hereby consent to jurisdiction and venue therein.

**16.3. Severability.** If any provision of this Agreement is found invalid or unenforceable by a court or other tribunal of competent jurisdiction, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in full force and effect.

**16.4. Force Majeure.** Neither party will be responsible for any failure to perform due to causes beyond its reasonable control (each a "*Force Majeure*"), including, but not limited to, acts of God, war, terrorism, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or fuel crises, provided that such party gives prompt written notice thereof to the other party. The time for performance will be extended for a period equal to the duration of the Force Majeure, but in no event longer than thirty (30) days.

**16.5. Notices.** All notices under this Agreement will be deemed given when delivered personally, or when sent by certified or registered U.S. mail, return receipt requested, or by nationally recognized express courier, to the address shown below the signature blocks of this Agreement or as may otherwise be specified by either party to the other in accordance with this section.

**16.7. Entire Agreement.** This Agreement and the Contract are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. Provisions of this Agreement may be modified or waived only by a written document executed by authorized representatives of both parties.

**16.8. Survival.** The provisions of this Agreement which by their nature would continue beyond the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

**16.9. Headings.** The various headings and subheadings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

**16.10. Authority.** Each party represents and warrants that it has sufficient rights and authority to enter into this Agreement and that this Agreement violates no previous agreement between each party and any third parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**PUBLIC CONSULTING GROUP, INC.**

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

Corporate Office:  
Public Consulting Group, Inc.  
148 State Street, 10<sup>th</sup> Floor  
Boston, MA 02109

Project Office:  
Public Consulting Group, Inc.  
4370 La Jolla Village Dr. 4<sup>th</sup> Floor  
San Diego, CA 92122

**ATTACHMENT A  
OPTIONAL SERVICES**

The following optional services will be added beginning on 1/1/2017 and will be valid until 12/30/17. You may choose to add any additional optional services at any time.

<b>Description</b>	<b>Quantity</b>	<b>Rate / Quarter</b>
LEA SMAA Coordinator/Contact Help Desk Support	LEA	\$ 500
Student Data File Transmission to DHCS	LEA	\$ 100
SMAA Claim/Invoice Services	LEA	\$ 900
	Total	\$1,500

LEA SMAA Coordinator/Contact Help Desk Support – PCG can provide additional help desk services to the Superintendent. LEA coordinators will have access to PCG similar to the Superintendent. PCG will provide support on how to access the RMTS system, general questions regarding RMTS, participant list updates, calendar updates, reporting, and any other program questions. (\$500/LEA/Quarter)

Student Data File Transmission to DHCS – PCG can transmit compressed student data files to the DHCS for calculation of Medicaid eligibility percentage via File Transfer Protocol (FTP). FTP sites allow the secure transmission of compressed data. This file transfer system provides a secure way to transmit data. (\$100/LEA/Quarter)

SMAA Claim/Invoice Services – PCG’s RMTS system contains an integrated MAA claiming/invoice creation module. Module is available to LEAs to create and submit their MAA invoices. Time Study Participant pool lists and RMTS results are integrated in the interface which will reduce data entry and support consistency of information. PCG will provide assistance to the LEA in completing, QA and submission of invoice to LEC. PCG will provide annual training on module to LEA SMAA coordinator and relevant finance/business office staff.

Consent Item F.4.5.  
Prepared by Tim Larson  
December 6, 2016

## Approval of Credential Waiver

### **BACKGROUND:**

Credential waivers are required for teachers working in areas where they are not appropriately credentialed for their assignment. Due to a statewide shortage, employees working toward specialized credentials will be placed in positions requiring specific credentials. All waivers require Board approval.

### **RECOMMENDATION:**

It is recommended that the Board of Education approve the credential waiver for the following employee number:

662627      Moderate-Severe Specialized Academic Instructor (Pre-School)

### **FISCAL IMPACT:**

This is a personnel item requiring no additional increase to the General Fund.

### **STUDENT ACHIEVEMENT IMPACT:**

It is important to provide employees with opportunities for acquiring new skills in the areas of their responsibilities. As a result, new and diverse challenges may present an enriched curriculum and enhance learning experiences for students.

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

Agenda Item F.4.5.

Consent Item F.4.6. Approval of Agreement for Special Services with School Services of California, Inc.

Prepared by Tim Larson  
December 6, 2016

**BACKGROUND:**

Administration is requesting approval to consult with School Services of California, Inc., for assistance with issues relative to District collective bargaining negotiations. This agreement shall be for one year and will terminate on June 30, 2017, or at any time prior to June 30, 2017 by either party with thirty (30) days' notice.

**RECOMMENDATION:**

It is recommended that the Board of Education approve the agreement with School Services of California, Inc.

**FISCAL IMPACT:**

The cost for this agreement is not expected to exceed \$10,000.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item F.4.6.



**AGREEMENT FOR SPECIAL SERVICES**  
Factfinding

This is an Agreement between the **SANTEE SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of November 1, 2016.

**RECITALS**

**WHEREAS**, the Client needs assistance regarding services relative to negotiations support; and

**WHEREAS**, Consultant is professionally and specially trained and competent to provide these services; and,

**WHEREAS**, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

**NOW, THEREFORE**, the parties to this Agreement do hereby mutually agree as follows:

1. The Consultant agrees to assist the Client as directed by the Superintendent or Superintendent's designees with issues for services relative to district collective bargaining negotiations as mandated by Sections 3540, et al., of the California Government Code.
2. The Client agrees to pay Consultant \$290 per hour, plus expenses, to review budget and negotiation documents, provide preliminary consultation, and perform other services required prior to or beyond the initial negotiation stage. Time spent by the SSC Assistant Director will be billed at \$205 per hour. Time spent by the SSC Consulting Coordinator will be billed at \$195 per hour. Time spent by SSC support staff to prepare materials will be billed at \$135 per hour.
  - a. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site.
  - b. "Expenses" are defined as actual, out-of-pocket expenses, such as transportation, lodging, meals, and duplication.
3. This Agreement shall be for the period commencing November 1, 2016, and terminating June 30, 2017. It may be terminated at any time prior to June 30, 2017, by

either party hereto on thirty (30) days notice. In case of cancellation, the Client shall be liable for any costs accrued as of the cancellation date.

- 4. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as indicated below:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
TIM LARSON  
Assistant Superintendent, Human Resources and Pupil Services  
Santee School District

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
JOHN GRAY  
President  
School Services of California, Inc.

**Item G. DISCUSSION AND/OR ACTION ITEMS**

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

Discussion and Action Item G.1.1.

Ratification/Acceptance for Ottercares Foundation Innovation Station Grant for Sycamore Canyon School

Prepared by Dr. Stephanie Pierce  
December 6, 2016

### **BACKGROUND:**

Administrative Regulation 3290: Gifts, Grants, and Bequests have established procedures for school and District personnel to follow for the submission and obtainment of grant funding. Sycamore Canyon School submitted and received a grant for \$15,000. According to AR 3290, grant applications of \$10,000 or more shall be presented to the Board for approval prior to submission. With the timing of these grants, due dates to the grantors and Board meeting dates, do not always work.

Sycamore Canyon's grant request is for \$15,000 to create a makerspace with modern technological supplies and tools for students that would encourage and empower students to think creatively and become inventors. This funding will provide various supplies and tools from novel engineering kits, LEGO Mindstorm kits, 3D pens, and 3D printers. Students will also learn about management of resources such as waste, water, recycling, and composting for the school garden. This funding will also be used for the school gardens.

Administration is recommending the Governing Board ratify the submission of this school grant and approve acceptance of the grant funds. Jeri Billick will provide a brief overview of how the funds will be used to support Sycamore Canyon School.

### **RECOMMENDATION:**

Administration recommends ratifying submission and acceptance of the funds for the Ottercares Foundation Innovation Station Grant for Sycamore Canyon School.

This recommendation supports the following District goals:

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

### **FISCAL IMPACT:**

There is no fiscal impact to submit a grant request to the Ottercares Foundation. Sycamore Canyon received the grant for \$15,000 to build a makerspace.

**STUDENT ACHIEVEMENT:**

Additional course offerings designed to expand student knowledge and skills in California State Standards and 21<sup>st</sup> Century Skills will increase student college and career readiness.

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

Agenda Item G.1.1.

**BACKGROUND:**

Assembly Bill 2861, which became effective January 1, 1987, requires that school districts prepare and submit interim financial reports so that governing boards, the State Controller, and the Superintendent of Public Instruction are informed of school districts' financial conditions for the current and future years. The Board of Education is required to designate either a positive, qualified, or negative certification regarding the District's ability to meet its financial obligations for the current year and two subsequent years.

Provided for the Board's review and approval is the interim report as of October 31, 2016 for the Santee School District. The projection for the unrestricted General Fund includes a beginning balance of \$12,665,955, anticipated income of \$54,265,970, anticipated outgo of \$57,031,838, and a projected ending balance on June 30, 2017, of \$9,900,087. Copies of the interim report for the public's review will be available at the meeting or upon request to the Fiscal Services department.

The District is designating a positive certification for the first interim.

**RECOMMENDATION:**

It is recommended that the Board of Education approve a positive certification regarding the District's ability to meet its financial obligations for the 2016-17 fiscal year and two subsequent years.

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:**

Financial projections to be provided at the Board meeting.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item G.2.1.

Discussion and/or Action Item G.2.2.  
Prepared by Karl Christensen  
December 6, 2016

## Approval of Monthly Financial Report

### **BACKGROUND:**

Administration has prepared the accompanying Monthly Financial Report covering the period October 1, 2016 through October 31, 2016 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 \$11,011,617; cash receipts of \$3,817,281; and disbursements of \$5,202,311 for the period of October 1, through October 31, 2016 resulting in an ending cash balance of \$9,626,587 as of October 31, 2016.

### **STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item G.2.2.

# Monthly Financial Report - October

1

## CASH REPORT FOR OCTOBER

		Actual	Projected*
Beginning Cash Balance as of October 1, 2016		\$11,011,617	\$11,011,617
<b>INCOME</b>			
A. Local Control Funding Formula			
State Aid	\$ 2,738,571		
Property Taxes	<u>160,382</u>	2,898,953	
B. Federal Income			
Federal Funding	<u>114,111</u>	114,111	
C. State Income			
Lottery	319,948		
Other State Funding	<u>12,630</u>	332,578	
D. Local Income			
Other Local Income	140,744		
Spec Ed	246,628		
Interest	<u>26,449.00</u>	413,821	
E. Due to/Due from other funds		57,818	
F. Debt Proceeds		-	
<b>TOTAL INCOME</b>		<b>\$3,817,281</b>	<b>\$3,817,281</b>
Beginning Balance Plus Income		<b>\$14,828,898</b>	<b>\$14,828,898</b>
<b>DISBURSEMENTS</b>			
G. Commercial Warrants	\$ 510,118		
H. Salary and Benefits	4,635,513		
I. Other Outgo	56,680		
J. Interfund Borrowing Out	-		
K. Budget Adjustments	<u>-</u>		
<b>TOTAL DISBURSEMENTS</b>		<b>\$5,202,311</b>	<b>\$5,202,311</b>
Ending Cash Balance as of October 31, 2016		<b>\$9,626,587</b>	<b>\$9,626,587</b>

\* Based on Cash Flow Projection at First Interim FY 2016-17



Budget Revisions  
Through October 31, 2016  
2016-17 Revised Budget

	<u>Unrestricted</u>	<u>Restricted</u>	<u>Total</u>
Beginning Fund Balance	12,665,955	966,446	13,632,401
Estimated Income	46,702,905	15,008,582	61,711,487
Estimated Expenditures	49,468,773	15,583,103	65,051,876
Change in Fund Balance	(2,765,868)	(574,521)	(3,340,389)
Projected Ending Fund Balance	9,900,087	391,925	10,292,012
Less: Restricted Program Carryovers	-	391,925	391,925
Less: Non-Spendable			
Prepaid Expenses	375,869	-	375,869
Revolving Cash Fund	198,677	-	198,677
Stores Inventory	54,828	-	54,828
Less: Assigned Vacation Carryover	251,095	-	251,095
Assigned Site Carryover Balances	-	-	-
Less: Economic Uncertainty Reserve	1,951,556	-	1,951,556
Less: Reserve for State Budget Uncertainty	-	-	-
Uncommitted/Unassigned/Unappropriated Fund Balance	7,068,062	-	7,068,062
Fund 17 Projected End of Year Balance	<u>2,913,602</u>	<u>-</u>	<u>2,913,602</u>
Projected Reserves	<u>11,933,220</u>	<u>-</u>	<u>11,933,220</u>
	<u>October</u>	<u>September</u>	
Projected Reserve % 2016-17 <sup>1</sup>	18.34%	20.28%	
Projected Reserve % 2017-18 <sup>2</sup>	14.93%	16.21%	
Projected Reserve % 2018-19 <sup>2</sup>	9.19%	11.54%	

As a % of the Estimated Expense Total<sup>1</sup>

Based on Multi-Year Projection at 1st Interim- October 2016<sup>2</sup>

**BACKGROUND:**

At the September 26, 2016 Special Meeting, the Board approved a provisional plan for addressing various facility needs. One of those projects, which was included in the original Capital Improvement Program, was to replace shade structures at Cajon Park, Carlton Hills, Chet F Harritt, Rio Seco, and Sycamore Canyon.

Although the financial viability of putting solar on the shade structures is still unknown due to the pending outcome of the 2016 SDG&E General Rate Case currently being heard by the Public Utilities Commission, this option is still being explored for possible inclusion in the bid package.

Staff and Administration has reviewed various procurement options and determined that using a formal bid for procurement and installation of the structures is the best method. Therefore, Administration is seeking authorization to put this project out for a public works project bid.

**RECOMMENDATION:**

Authorize staff to solicit formal bids from contractors for the Shade Structure Replacement Project at Five Schools.

This recommendation supports the following District goal:

**Learning Environment**

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

**FISCAL IMPACT:**

Unknown until bids received. Budget for 2016-17 was initially estimated at \$850,000. Budget for adding solar in subsequent years was \$420,000.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item G.2.3.

**BACKGROUND:**

At the August 18, 2015 meeting, the Board approved a resolution authorizing executing an agreement with the State Water Resources Control Board (“SWRCB”) to receive a Drought Response Outreach Program for Schools Grant.

Since then, District staff have been working with staff from SWRCB to draft and finalize an agreement. Some of the provisions included in the final agreement include:

- Term: December 1, 2016 through September 30, 2055 (The useful life of the Project is 20 years per the agreement during which time the District is agreeing to maintain the Project in good working order. In addition, the District must maintain records for 36 years for possible audit as a requirement of the State Treasurer since this grant is funded by Prop 50 State Bond Funds.)
- Work Completion: By September 30, 2019
- Grant Amount: \$997,268
- District Match Requirement: \$178,580
- Invoicing: Reimbursement methodology by quarterly submission of invoices based on actual costs incurred with the last invoice submitted no later than October 31, 2019
- Projects to be Completed:

<b>Site</b>	<b>Minimum Size of Bioretention Area to Construct</b>	<b>Minimum Number of 300 Gallon Cisterns for Rain Collection to Install</b>
Cajon Park	500 sf	2
Carlton Hills	530 sf	3
Carlton Oaks	500 sf	2
Chet F Harritt	625 sf	2
Hill Creek	225 sf	2
Pepper Drive	365 sf	2
PRIDE Academy	400 sf	2
Rio Seco	400 sf	1
Sycamore Canyon	420 sf	2

- Budget:

<b>Expenditure Category</b>	<b>Funded by Prop 50 DROPs Grant</b>	<b>District Match</b>	<b>Total</b>
Direct Project Administration Costs	\$0	\$87,080	\$87,080
Planning/Design/Engineering/Environ	\$165,520	\$0	\$165,520
Equipment (\$5,000 or more per item)	\$0	\$0	\$0
Construction/Implementation	\$690,178	\$43,800	\$733,978
Monitoring/Performance	\$43,200	\$47,700	\$90,900
Education/Outreach	\$98,370	\$0	\$98,370
<b>Total</b>	<b>\$997,268</b>	<b>\$178,580</b>	<b>\$1,175,848</b>

**RECOMMENDATION:**

Approve the Agreement with the State Water Resources Control Board for the Drought Response Outreach Program for Schools Grant.

This recommendation supports the following District goal:

**Learning Environment**

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

**Fiscal Accountability**

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

**FISCAL IMPACT:**

\$999,268 in grant funds to be received on a reimbursement basis with submission of quarterly expense reports for work completed through September 30, 2019. District matching funds of \$178,580 required.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item G.2.4.

DROUGHT RESPONSE OUTREACH PROGRAM FOR SCHOOLS  
GRANT AGREEMENT  
BETWEEN THE  
STATE WATER RESOURCES CONTROL BOARD, hereinafter called "State" or "State Water Board"  
AND

SANTEE SCHOOL DISTRICT, hereinafter called "Grantee"

SANTEE SCHOOLS WATER CONSERVATION AND STORM WATER RECHARGE PROGRAM,  
hereinafter called "Project"

AGREEMENT NO. D1612127

The State and Grantee hereby agree as follows:

PROVISION(S). The following provision[s] authorize the State Water Board to enter into and fund this Grant Agreement:

Wat. Code, §§79540 and 79550(f) (Proposition 50 Watershed Protection)

PURPOSE. The State shall provide a grant to and for the benefit of the Grantee for the purpose of installing campus-wide storm water management systems to capture, treat, and/or infiltrate runoff and provide for the development and implementation of a student education program on storm water and low impact development (LID) strategies at Cajon Park School, Carlton Hills School, Carlton Oaks School, Chet F. Harritt School, Hill Creek School, Pepper Drive School, Pride Academy, Rio Seco School, and Sycamore Canyon School.

GRANT AMOUNT. The maximum amount payable under this Agreement shall not exceed \$997,268.

TERM OF AGREEMENT. The term of the Agreement shall begin on DECEMBER 1, 2016 through SEPTEMBER 30, 2055 unless otherwise terminated or amended as provided in the Agreement. HOWEVER, ALL WORK SHALL BE COMPLETED BY SEPTEMBER 30, 2019. ABSOLUTELY NO FUNDS MAY BE REQUESTED AFTER OCTOBER 31, 2019.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Agreement will be:

<b>State Water Board</b>	<b>Grantee: Santee School District</b>
Name: Ruben Mora, Grant Manager	Name: Karl Christensen, Project Director
Address: 1001 I Street, 16 <sup>th</sup> Floor	Address: 9625 Cuyamaca St.
City, Zip: Sacramento, CA 95814	City, Zip: Santee, CA 92071
Phone: (916) 341-5387	Phone: 619-258-2320
Fax: (916) 341-5707	Fax: 619-258-2241
e-mail: <a href="mailto:Ruben.Mora@waterboards.ca.gov">Ruben.Mora@waterboards.ca.gov</a>	e-mail: <a href="mailto:Karl.Christensen@santeesd.net">Karl.Christensen@santeesd.net</a>

Direct all inquiries to:

<b>State Water Board</b>	<b>Grantee: Santee School District</b>
Section: Division of Financial Assistance	Section:
Attention: Melissa Miller, Program Analyst	Name: Christina Becker, Grant Contact
Address: 1001 I Street, 17 <sup>th</sup> Floor	Address: 9625 Cuyamaca St.
City, Zip: Sacramento, CA 95814	City, Zip: Santee, CA 92071
Phone: (916) 993-3872	Phone: 619-258-2323
Fax: (916) 341-5296	Fax: 619-258-2341
e-mail: <a href="mailto:Melissa.Miller@waterboards.ca.gov">Melissa.Miller@waterboards.ca.gov</a>	e-mail: <a href="mailto:Christina.Becker@santeesd.net">Christina.Becker@santeesd.net</a>

Either party may change its Project Representative upon written notice to the other party.

STANDARD PROVISIONS. The following exhibits are attached and made a part of this Agreement by this reference:

- Exhibit A       SCOPE OF WORK – WORK TO BE PERFORMED BY THE GRANTEE
- Exhibit B       INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS
- Exhibit C       GENERAL TERMS & CONDITIONS
- Exhibit D       SPECIAL CONDITIONS

GRANTEE REPRESENTATIONS. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding. Grantee shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies and regulations.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates set forth below.

By: \_\_\_\_\_  
Grantee Signature

By: \_\_\_\_\_  
Darrin Polhemus, Deputy Director  
State Water Resources Control Board,  
Division of Financial Assistance

\_\_\_\_\_  
Karl Christensen  
Grantee Typed/Printed Name  
Assistant Superintendent Business  
Services  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EXHIBIT A  
SCOPE OF WORK – WORK TO BE PERFORMED BY THE GRANTEE

A. PLANS AND GENERAL COMPLIANCE REQUIREMENTS

1. In order for the State Water Board and Regional Water Quality Control Board (Regional Water Board) staff to verify work was adequately performed or conducted, Global Positioning System (GPS) information for project site and monitoring locations must be identified for this Project. Submittal requirements for GPS data are available at:  
[http://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/grant\\_info/docs/gps.pdf](http://www.waterboards.ca.gov/water_issues/programs/grants_loans/grant_info/docs/gps.pdf).

2. The Grantee shall prepare and submit a Monitoring and Reporting Plan (MRP). The MRP shall be organized as follows, and may be submitted as separate documents or in one report.

2.1 Project Assessment and Evaluation

Project Assessment and Evaluation Plan (PAEP) describes the manner in which the Project will be effective in preventing or reducing pollution and in demonstrating the desired environmental results. PAEP details the methods of measuring Project benefits and reporting them in accordance with a PAEP. Grantee shall not implement monitoring and performance assessment and/or evaluation actions prior to PAEP approval by the Grant Manager. The Grantee shall submit this report in a format provided by the Grant Manager.

2.2 Monitoring Plan

All projects that include water quality or environmental monitoring must prepare a Monitoring Plan (MP). At a minimum, all MPs must: 1) describe the baseline water quality or quality of the environment to be addressed; 2) identify the non-point source(s) of pollution to be prevented or reduced by the Project; and 3) provide GPS information for all sampling locations.

The MP must include a description of the monitoring program and objectives, types of constituents or parameters to be monitored, methodology, the frequency and duration of monitoring, and the sampling location for the monitoring activities. Quality assurance and quality control procedures must be clearly documented in the MP for all sampling and monitoring activities.

Any costs related to monitoring data collected prior to and not supported by the approved MP will not be reimbursed. Changes to the MP must be submitted to the Grant Manager for review and a decision regarding approval prior to implementation. The Grantee shall submit this plan in a format provided by the Grant Manager.

3. Activities supported by grant funds are projects under the California Environmental Quality Act (CEQA) and must comply with CEQA requirements. Work on the Project cannot begin until the State Water Board has reviewed the CEQA documentation submitted by the Grantee and given environmental clearance. If the work is conducted on federal land, the Grantee must also comply with the National Environmental Policy Act (NEPA). Proceeding with work subject to CEQA and/or NEPA without environmental clearance by the State Water Board shall constitute a breach of a material provision of this Agreement.
4. Additionally, if public agency approvals, entitlements, or permits are required, such approvals, entitlements or permits must be obtained and signed copies submitted to the Grant Manager before work begins. If the Project is carried out on lands not owned by the Grantee, the Grantee must obtain adequate rights of way for the useful life of the Project. If the Project is located on leased land, the Grantee must provide a copy of the long-term lease agreement showing that the term of the lease extends to at least September 30, 2044.
5. State Disclosure Requirements – Include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the State Water Resources Control Board, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

Signage shall be posted in a prominent location at Project site (if applicable) or at the Grantee's headquarters and shall include the State Water Board and Drought Response Outreach Program for Schools (DROPS) color logos (available from the Program Analyst):



and the following disclosure statement:

"Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board."

6. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within Item 5 of this exhibit.

## B. PROJECT-SPECIFIC REQUIREMENTS

### 1. Project Management

- 1.1 Provide all technical and administrative services as needed for Project completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to ensure the Project is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
- 1.2 Provide a detailed Project schedule, to include key Project milestones, using a format provided by the Grant Manager and submit the schedule electronically to the Grant Manager. Include any revisions to the schedule in the associated quarterly progress report(s).
- 1.3 Notify the Grant Manager at least ten (10) working days in advance of upcoming meetings, workshops, and trainings directly related to the Project.
- 1.4 Conduct pre-, during, and post-construction photo monitoring at the Project site and submit to the Grant Manager.
- 1.5 Conduct periodic and final site visits with the Grant Manager.

### 2. Planning, Design, and Engineering

- 2.1 Conduct an infiltration test in the vicinity of the prospective best management practices (BMPs) at each of the schools, and submit the results electronically to the Grant Manager.
- 2.2 Complete or provide an existing design-level topographic survey at the prospective BMP locations at each of the schools and submit the results electronically to the Grant Manager.
- 2.3 Prepare and submit an electronic version of the fifty percent (50%) design plans and specifications for the following nine (9) Schools electronically to the Grant Manager for review and approval. The Project shall capture, treat, infiltrate, or use stormwater collected from a minimum one million eight



hundred thousand (1,800,000) square feet contributing impervious area cumulatively from all nine (9) school sites. The Project shall be designed to manage a 0.6-inch rainfall event (85th percentile, 24-hour storm) using the following approaches:

2.3.1 Cajon Park School

2.3.1.1 Construct a minimum of five hundred (500) square feet of bioretention area.

2.3.1.2 Install a minimum of two (2) three hundred (300) gallon cisterns.

2.3.2 Carlton Hills School

2.3.2.1 Construct a minimum of five hundred thirty (530) square feet of bioretention area.

2.3.2.2 Install a minimum of three (3) three hundred (300) gallon cisterns.

2.3.3 Carlton Oaks School

2.3.3.1 Construct a minimum of five hundred (500) square feet of bioretention area.

2.3.3.2 Install a minimum of two (2) three hundred (300) gallon cisterns.

2.3.4 Chet F. Harritt School

2.3.4.1 Construct a minimum of six hundred twenty five (625) square feet of bioretention area.

2.3.4.2 Install a minimum of two (2) three hundred (300) gallon cisterns.

2.3.5 Hill Creek School

2.3.5.1 Construct a minimum of two hundred twenty five (225) square feet of bioretention area.

2.3.5.2 Install a minimum of two (2) three hundred (300) gallon cisterns.

2.3.6 Pepper Drive School

2.3.6.1 Construct a minimum of three hundred sixty five (365) square feet of bioretention area.

2.3.6.2 Install a minimum of two (2) three hundred (300) gallon cisterns.

2.3.7 Pride Academy School

2.3.7.1 Construct a minimum of four hundred (400) square feet of bioretention area.

2.3.7.2 Install a minimum of two (2) three hundred (300) gallon cisterns.

2.3.8 Rio Seco School

2.3.8.1 Construct a minimum of four hundred (400) square feet of bioretention area.

2.3.8.2 Install a minimum of one (1) three hundred (300) gallon cistern.

- 2.3.9 Sycamore Canyon School
    - 2.3.9.1 Construct a minimum of four hundred twenty (420) square feet of bioretention area.
    - 2.3.9.2 Install a minimum of two (2) three hundred (300) gallon cisterns.
  - 2.4 Complete the one hundred percent (100%) design plans and specifications and prepare a summary identifying any changes from the fifty percent (50%) plans in Item 2.3. Submit the final design plans and specifications and summary of changes for the Schools electronically to the Grant Manager for review and approval.
  - 2.5 Comply with the Department of General Services, Division of State Architect (DSA) process for design plan approval, if required.
    - 2.5.1 Submit design plans and specifications approved in Item 2.4 to DSA for approval, or;
    - 2.5.2 Provide a letter certifying the Project is exempt from DSA review and the basis for the exemption to the Grant Manager.
  - 2.6 Submit proof of plan approval received from DSA, if required in Item 2.5, including comments or changes, electronically to the Grant Manager prior to preparing the bid documents in Item 2.7.
  - 2.7 Complete procurement and contract documents for the Project in accordance with the approved design plans, after receiving all required approvals, and adhere to all State of California procurement and bidding requirements. Submit the bid and/or contract documents electronically to the Grant Manager.
3. Construction and Implementation
- 3.1 Award the construction contract(s) and submit the Notice(s) to Proceed (s) for the Schools electronically to the Grant Manager.
  - 3.2 Construct the Project in accordance with the approved design plans and specifications.
  - 3.3 Submit any proposed changes that arise during construction that may affect the Project's benefits listed in Item 2.3, schedule, or costs to the Grant Manager for approval.
  - 3.4 Submit as-built drawings and provide a summary of changes from the approved design plans and specifications that occurred during construction electronically to the Grant Manager.
  - 3.5 Prepare and submit the Operations and Maintenance Plans electronically to the Grant Manager for review and approval.
4. Monitoring and Performance
- 4.1 Monitor in accordance with the approved MRP.
  - 4.2 Analyze monitoring results, document implementation of monitoring in accordance with the approved MRP, and include a summary report of the monitoring results in the associated quarterly progress report. A summary of all monitoring and data analysis shall be included in the Final Project Report.
5. Education and Outreach
- 5.1 Develop and implement an education and outreach plan to facilitate public outreach education elements associated with the Project. Identify an on-site educator or a District educator at each of the Schools to facilitate the implementation of the educational component. Submit the education

and outreach plan, including the list of on-site educators and their affiliated school electronically to the Grant Manager.

- 5.2 Develop or obtain a curriculum related to the Low Impact Development (LID) BMP features for enhanced student education in the classroom setting.
- 5.3 Conduct one (1) workshop for teachers to incorporate LID projects into the classroom curriculum. Submit training materials, sign-in sheets, curriculum, and photo documentation of teacher training electronically to the Grant Manager.
- 5.4 Coordinate and engage students in active participation with the Project design and implementation by having students from each class propose a project in writing to the appropriate staff to be approved and that will focus on stormwater management, water conservation or stormwater recharge. Submit educational materials, student participation records, and photo documentation of student involvement electronically to the Grant Manager.
- 5.5 Submit a letter from the San Diego County Office of Education certifying that the educational material(s) and plan(s) described in Item 5.2 meet the state standards electronically to the Grant Manager.
- 5.6 Provide community education on stormwater management, water conservation and stormwater recharge through media outreach and minimum of one (1) educational workshop for the community at each school. Submit the outreach materials electronically to the Grant Manager.
- 5.7 Install a minimum of one (1) interpretive sign explaining implemented BMPs at each school. Submit photo documentation of applicable signs electronically to the Grant Manager.

TABLE OF ITEMS FOR REVIEW

ITEM	DESCRIPTION	CRITICAL DUE DATE	ESTIMATED DUE DATE
<b>EXHIBIT A – SCOPE OF WORK – WORK TO BE PERFORMED BY THE GRANTEE</b>			
A.	PLANS AND GENERAL COMPLIANCE REQUIREMENTS		
1.	GPS Information for Project Site and Monitoring Locations	90 Days After Execution	
2.	Monitoring and Reporting Plan		
2.1	Project Assessment and Evaluation Plan (PAEP)	90 Days After Execution	
2.2	Monitoring Plan (MP)	90 Days After Execution	
3.	Copy of Final CEQA/NEPA Documentation	90 Days After Execution	
4.	Public Agency Approvals, Entitlements, or Permits		As Needed
B.	PROJECT-SPECIFIC REQUIREMENTS		
1.	Project Management		
1.2	Project Schedule		30 Days After Execution
1.3	Notification of Upcoming Meetings, Workshops, and Trainings		Ongoing
1.4	Pre-, During, and Post-Construction Photos		Ongoing
1.5	Periodic and Final Site Visits		Ongoing
2.	Planning, Design, and Engineering		
2.1	Infiltration Test		December 2016
2.2	Design-Level Topographic Survey		January 2017
2.3	50% Design Plans and Specifications		February 2017
2.4	100% Design Plans and Specifications and Summary of Changes		April 2017
2.5.2	DSA Exemption Letter (If applicable)		May 2017
2.6	DSA Approval (If required)		May 2017
2.7	Advertised Bid Documents (If required)		May 2017
3.	Construction and Implementation		
3.1	Notice(s) to Proceed and Awarded Contract(s)	5/1/2017	
3.3	Proposed Changes		Ongoing
3.4	As-Built Drawings		December 2017
3.5	Operations and Maintenance Plans		December 2017
5.	Education and Outreach		
5.1	Education and Outreach Plan, List of Educators		November 2017

ITEM	DESCRIPTION	CRITICAL DUE DATE	ESTIMATED DUE DATE
<b>EXHIBIT A – SCOPE OF WORK – WORK TO BE PERFORMED BY THE GRANTEE</b>			
5.3	Teacher Training Materials, Curriculum, Photo Documentation		November 2017
5.4	Student Educational Materials, Participation Records, Photo Documentation		December 2017
5.5	Office of Education Letter		November 2017
5.6	Community Outreach Materials		December 2017
5.7	Photos of Interpretive Sign		December 2017
<b>EXHIBIT B – INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS</b>			
A.	INVOICING		Quarterly
G.	REPORTS		
1.	Progress Reports within forty-five (45) days following the end of the calendar quarter (March, June, September, and December)		Quarterly
2.	Annual Progress Summaries		Annually by November 15th
3.	Natural Resource Projects Inventory (NRPI) Survey Form (If applicable)	Before Final Invoice	
4.	Draft Final Project Report	July 31, 2019	
5.	Final Project Report	August 30, 2019	
6.	Final Project Summary	Before Final Invoice	
7.	Final Project Inspection and Certification	Before Final Invoice	

EXHIBIT B  
INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS

A. INVOICING

1. Invoices shall be submitted using the invoice template provided by the State Water Board. The invoice must be itemized based on the line items specified in the Budget. The original invoice shall be submitted to the State Water Board's Grant Manager on a quarterly basis consistent with the reporting schedule in Section G.1 of this exhibit. The address for submittal is:

Ruben Mora, Grant Manager  
State Water Resources Control Board  
1001 I Street, 16<sup>th</sup> Floor  
Sacramento, CA 95814

2. Invoices submitted in any other format than the one provided by the State Water Board will cause an invoice to be disputed. In the event of an invoice dispute, the State Water Board's Grant Manager will notify the Grantee by initiating an "Invoice Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. The State Water Board Grant Manager has the responsibility for approving invoices.
3. Supporting documentation (e.g., receipts) must be submitted with each invoice to request reimbursement for grant funds as well as to support Match Funds invoiced. The amount claimed for the Personnel Services line item and Professional and Consultant Services line item must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Invoice payment shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice.
4. The Grantee shall not request disbursement for any cost until such cost has been incurred and has been paid by or is due and payable by the Grantee. Although it is agreed that actual payment of such cost by the Grantee is not required as a condition of the grant disbursement, all grant disbursements received by the Grantee shall be paid to contractors and vendors within thirty (30) days from receipt of the funds. In the event that the Grantee fails to disburse grant funds to contractors or vendors within thirty (30) days from receipt of the funds, the Grantee shall immediately return such funds to the State Water Board. Interest shall accrue on such funds from the date of disbursement through the date of mailing of funds to the State Water Board. If the Grantee held such funds in interest-bearing accounts, any interest earned on the funds shall also be due to the State Water Board.
5. Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the Federal Government, or any loss of tax-free status on state bonds, pursuant to any Federal statute or regulation.
6. Notwithstanding any other provision of this Agreement, the Grantee agrees that the State Water Board may retain an amount equal to ten percent (10%) of the grant amount specified in this Agreement until completion of the Project to the reasonable satisfaction of the State Water Board. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
7. The invoice shall contain the following information:
  - a. The date of the invoice;
  - b. The time period covered by the invoice, i.e., the term "from" and "to";
  - c. The total amount due;
  - d. Original signature and date (in ink) of Grantee or its authorized representative; and

- e. Final invoice shall be clearly marked "FINAL INVOICE" and submitted NO LATER THAN OCTOBER 31, 2019.

**B. PROHIBITION OF INDIRECT COSTS**

The grant funds for this Agreement are the proceeds from the sale of general obligation bonds. As such, grant funds may not be used for any indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; and, generic overhead or markup. Any invoice submitted including Indirect Costs will cause that invoice, in its entirety, to be disputed and will not be paid until the dispute is resolved. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed with grant funds pursuant to this Agreement. (Gov. Code, § 16727.)

**C. BUDGET CONTINGENCY CLAUSE**

The maximum amount to be encumbered under this Agreement for the 2016-17 fiscal year ending June 30, 2017 shall not exceed NINE HUNDRED NINETY-SEVEN THOUSAND, TWO HUNDRED SIXTY-EIGHT DOLLARS (\$997,268).

If the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any payments under this Agreement. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee.

If this Agreement's funding for any fiscal year is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to the Grantee to reflect the reduced amount.

**D. LINE ITEM BUDGET**

	PROP 50	MATCH	TOTAL
Direct Project Administration Costs	\$ 0	\$ 87,080	\$ 87,080
Planning/Design/Engineering/Environmental	\$ 165,520	\$ 0	\$ 165,520
Equipment (\$5,000 or more per item)	\$ 0	\$ 0	\$ 0
Construction/Implementation	\$ 690,178	\$ 43,800	\$ 733,978
Monitoring/Performance	\$ 43,200	\$ 47,700	\$ 90,900
Education/Outreach	\$ 98,370	\$ 0	\$ 98,370
<b>TOTAL</b>	<b>\$ 997,268</b>	<b>\$ 178,580</b>	<b>\$ 1,175,848</b>

**E. BUDGET LINE ITEM FLEXIBILITY**

- 1. Line Item Adjustment(s). Subject to the prior review and approval of the Grant Manager, adjustments between existing line item(s) may be used to defray allowable direct costs up to twenty percent (20%) of the total grant amount (excluding Match Funds), including any amendment(s) thereto. Line item

adjustments in excess of twenty percent (20%) may require a formal Agreement amendment. If the Line Item Budget includes an amount for Personnel Services, that amount is based on the hours, classifications, and rates submitted by the Grantee in its application. Any changes to the hours, classifications, and rates must be approved, in advance and in writing, by the Grant Manager.

2. Procedure to Request an Adjustment. Grantee may submit a request for an adjustment in writing to the State Water Board. Such adjustment may not increase or decrease the total grant amount allocated per fiscal year. The Grantee shall submit a copy of the original Agreement Budget sheet reflecting the requested changes. Changes shall be noted by striking the original amount(s) followed with revised change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item requires a formal amendment and are not permissible under this provision. The State Water Board may also propose adjustments to the budget.
3. Remaining Balance. In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State Water Board will mail a Notice of Project Completion letter to the Grantee stating that the project file is closed, the final invoice is being processed for payment, and any remaining balance will be disencumbered and unavailable for further use under the Grant Agreement.

#### F. MATCH FUNDS

1. The Grantee agrees to provide match funds in the amount of ONE HUNDRED SEVENTY-EIGHT THOUSAND, FIVE HUNDRED EIGHTY DOLLARS (\$178,580) (Match Funds) for this Project. This Match Funds amount is based on Line Item Budget categories, funding sources, and amounts submitted by the Grantee in its application and during the negotiation of this Agreement. Any Match Funds line item changes or adjustments in Match Funds classifications or sources requested by Grantee must be approved, in advance and in writing, by the Grant Manager.
2. If, upon completion of the Project, the Grantee has provided match funds in an amount that is less than the Match Funds amount set forth in paragraph F.1 above, then the State Water Board may proportionately reduce the grant amount and/or Grantee's Match Funds amount, provided the reduced amount(s) satisfy statutory requirements and State Water Board Guidelines.

#### G. REPORTS

1. PROGRESS REPORT. Grantee shall submit quarterly progress reports to the State Water Board's Grant Manager within forty-five (45) days following the end of the calendar quarter (March, June, September, and December).
  - a. The progress reports shall provide a brief description of the work performed, accomplishments during the quarter, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement. The Grantee shall document all contractor activities and expenditures in progress reports.
  - b. The invoice should accompany the progress report. The invoice should reflect charges for the work completed during the reporting period covered by progress report. The invoice cannot be paid prior to submission of a progress report covering the invoice reporting period.
2. ANNUAL PROGRESS SUMMARIES. Prepare and provide an Annual Progress Summary annually by November 15 that covers the time period from October 1 of the previous year through September 30 of the current year. The summary must be no more than two (2) pages, and shall include pictures as appropriate. Upload an electronic copy of the Annual Progress Summary in pdf format to the FAAST system. The summary shall include the following:
  - a. A summary of the conditions the Project is meant to alleviate, the Project's objective, the scope of the Project, and a description of the approach used to achieve the Project's objective.
  - b. A summary of the progress made to date, significant milestones achieved, and the current schedule of completing the Project.



- c. An evaluation of the effectiveness of the Project to date in preventing or reducing pollution and alleviating the Project's original conditions.
3. NATURAL RESOURCE PROJECTS INVENTORY (NRPI) SURVEY FORM. If available at the completion of this Project, the Grantee shall complete and submit electronically a NRPI Project Survey Form found at <http://www.ice.ucdavis.edu/nrpi>.
4. DRAFT FINAL PROJECT REPORT. Prepare and submit to the Grant Manager, for review and comment, a Draft Final Project Report in a format provided by the Grant Manager.
5. FINAL PROJECT REPORT. Prepare a Final Project Report that addresses, to the extent feasible, comments made by the Grant Manager on the Draft Final Project Report. Submit one (1) reproducible master and an electronic copy of the final. Upload an electronic copy of the final report in pdf format to the FFAST system.
6. FINAL PROJECT SUMMARY. Prepare a brief summary of the information contained in the Final Project Report, including before and after pictures, as appropriate. Upload an electronic copy of the Final Project Summary in pdf format to the FFAST system.
7. FINAL PROJECT INSPECTION AND CERTIFICATION. Upon completion of the Project, the Grantee shall provide for a final inspection and shall certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involved the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification shall be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification shall be provided to the Grant Manager.
8. The Grantee agrees to expeditiously provide, during work on the Project and throughout the term of this Agreement, such reports, data, information, and certifications that may be reasonably required by the State Water Board.

#### H. PAYMENT OF PROJECT COSTS

The Grantee agrees that it will provide for payment of its full share of Project costs and that all costs connected with the Project will be paid by the Grantee on a timely basis.

#### I. AUDIT DISALLOWANCES

The Grantee agrees it shall return any audit disallowances to the State Water Board.

#### J. FRAUD AND MISUSE OF PUBLIC FUNDS

All invoices submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder. Additionally, the Deputy Director of the Division of Financial Assistance may request an audit pursuant to Exhibit C, paragraph 4 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

EXHIBIT C  
GENERAL TERMS & CONDITIONS

1. **AGRICULTURAL WATER MANAGEMENT PLAN CONSISTENCY:** If the Grantee is an agricultural water supplier as defined by Water Code section 10608.12, Grantee must comply with Agricultural Water Management Planning requirements as mandated by Water Code section 10852.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
3. **APPROVAL:** The Grantee will not proceed with any work on the Project that is to be funded by the State Water Board through the Drought Response Outreach Program for Schools Grant until authorized in writing by the State Water Board.
4. **ASSIGNMENT:** This grant is not assignable by the Grantee, either in whole or in part, without the written consent of the State Water Board.
5. **AUDIT:** The Grantee agrees the State Water Board, the Bureau of State Audits, the Governor of the State, the Internal Revenue Service, or any authorized representative of the foregoing shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Division of Financial Assistance (Division), at its option, may call for an audit of financial information relative to the Project, where the Deputy Director of the Division determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal requirements. Where such an audit is called for, the audit shall be performed by a certified public accountant independent of the Grantee and at the cost of the Grantee. The audit shall be in the form required by the Division. The Grantee agrees to maintain such records for a possible audit for a minimum of thirty-six (36) years after Project completion, unless a longer period of records retention is stipulated. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any contract related to performance of this Agreement. (Gov. Code, § 8546.7; Pub. Contract Code, § 10115 et seq.)
6. **BONDING:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. (Civ. Code, § 9550; Pub. Contract Code, § 7103.)
7. **COMPLIANCE WITH LAW, REGULATIONS, ETC.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Grantee agrees that, to the extent applicable, the Grantee will comply with the provisions of the adopted environmental mitigation plan for the term of this Agreement, or the useful life of the Project, whichever is longer.
8. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
9. **CONFLICT OF INTEREST:** The Grantee certifies that it is in compliance with applicable state and/or federal conflict of interest laws.
10. **CONTINUOUS USE OF PROJECT; LEASE OR DISPOSAL OF PROJECT:** The Grantee agrees that, except as provided in the Agreement, it will not abandon, substantially discontinue use of, lease, or dispose of the Project or any significant part or portion thereof during the useful life of the Project without prior written approval of the Deputy Director of the Division. Such approval may be conditioned as determined to be appropriate by the Deputy Director of the Division, including a condition requiring repayment of all grant funds or any portion of all remaining grant funds covered by this Agreement together with accrued interest and any penalty assessments which may be due.

11. **DAMAGES FOR BREACH AFFECTING TAX EXEMPT STATUS:** In the event that any breach of any of the provisions of this Agreement by the Grantee shall result in the loss of tax exempt status for any state bonds, or if such breach shall result in an obligation on the part of the State to reimburse the federal government by reason of any arbitrage profits, the Grantee shall immediately reimburse the State in an amount equal to any damages paid by or loss incurred by the State due to such breach.
12. **DATA MANAGEMENT:** This Project includes appropriate data management activities so that Project data can be incorporated into appropriate statewide data systems.
13. **DELTA PLAN CONSISTENCY FINDINGS:** If the Grantee is a state or local public agency and the Project is covered by the Delta Plan, Grantee must submit certification of Project consistency with the Delta Plan to the Delta Stewardship Council according to the requirements of Water Code section 85225 and California Code of Regulations, Title 23, section 5002.
14. **DISPUTES:** The Grantee shall continue with its responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement which is not otherwise disposed of by agreement shall be decided by the Deputy Director of the Division, or his or her authorized representative. The decision shall be reduced to writing and a copy thereof furnished to the Grantee and to the State Water Board's Executive Director. The decision of the Division shall be final and conclusive unless, within thirty (30) calendar days after mailing of the Division decision to the Grantee, the Grantee mails or otherwise furnishes a written appeal of the decision to the State Water Board's Executive Director. The decision of the State Water Board's Executive Director shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this clause, the Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Grantee shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Agreement. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
15. **ENVIRONMENTAL CLEARANCE (CEQA/NEPA/STREAMBED ALTERATION):**
  - a. No work that is subject to the California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA) may proceed under this Agreement until documents that satisfy the CEQA/NEPA process are received by the Grant Manager and the State Water Board has given environmental clearance. No work that is subject to an Environmental Impact Report or a Mitigated Negative Declaration may proceed until and unless approved by the Deputy Director of the Division. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. Proceeding with work subject to CEQA and/or NEPA without environmental clearance by the State Water Board shall constitute a breach of a material provision of this Agreement.
  - b. If this Project includes modification of a river or stream channel, it must fully mitigate environmental impacts resulting from the modification. The Grantee must provide documentation that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the modification and any mitigation, environmental enhancement, and environmental benefit resulting from the Project, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the Project.
16. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Agreement. The Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
17. **GOVERNING LAW:** This grant is governed by and shall be interpreted in accordance with the laws of the State of California.
18. **GRANTEE'S RESPONSIBILITY FOR WORK:** The Grantee shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors,

subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

19. **INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement.
20. **INDEPENDENT ACTOR:** The Grantee, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the State Water Board.
21. **INSPECTION:** The State Water Board, the Bureau of State Audits, or any authorized representative of the foregoing, shall have suitable access to the Project site at all reasonable times during Project implementation and thereafter for the useful life of the Project to ascertain compliance with this Agreement and its goals. The Grantee acknowledges that the Project records and location are public records.
22. **INSURANCE:** Throughout the useful life of the Project, the Grantee shall provide and maintain insurance against fire, vandalism and other loss, damage, or destruction of the facilities or structures constructed pursuant to this Agreement, if any. This insurance shall be issued by a company or companies admitted to transact business in the State of California. The insurance policy shall contain an endorsement specifying that the policy will not be cancelled or reduced in coverage without thirty (30) days prior written notice to the State Water Board. In the event of any damage to or destruction of the Project or any larger system of which it is a part, the net proceeds of insurance shall be applied to the reconstruction, repair or replacement of the damaged or destroyed parts of the Project or its larger system. The Grantee shall begin such reconstruction, repair, or replacement as expeditiously as possible and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the larger system shall be free of all claims and liens.
23. **NONDISCRIMINATION:**
  - a. During the performance of this Agreement, the Grantee and its consultants and contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
  - b. The Grantee, its consultants, and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
  - c. The Grantee, its consultants, and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
  - d. The Grantee, its consultants, and contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement, if any.
  - e. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. Failure by the Grantee to carry out these requirements and applicable requirements is a breach of a material provision of this Agreement which may result in its termination.

24. **NO THIRD PARTY RIGHTS:** The parties to this grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
25. **NOTICE:**
- a. The Grantee shall notify the State Water Board prior to conducting construction, monitoring, demonstration, or other implementation activities such that State Water Board and/or Regional Water Board staff may observe and document such activities.
  - b. The Grantee shall promptly notify the State Water Board of events or proposed changes that could affect the scope, budget, or work performed under this Agreement. The Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the State Water Board, and the State Water Board has given written approval for such change.
  - c. Discovery of any potential archeological or historical resource. Should a potential archeological or historical resource be discovered during implementation of the Project, the Grantee agrees that all work in the area of the find will cease until a qualified archeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Deputy Director of the Division has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the Division.
  - d. Discovery of any unexpected endangered or threatened species, as defined in the federal or California Endangered Species Acts. Should a federal or state protected species be unexpectedly encountered during implementation of the Project, the Grantee agrees to promptly notify the Deputy Director of the Division. This notification is in addition to the Grantee's obligations under the federal or state Endangered Species Acts.
  - e. The Grantee shall notify the State Water Board at least ten (10) working days prior to any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by State Water Board's representatives.
  - f. The Grantee shall promptly notify the State Water Board in writing of completion of work on the Project.
  - g. The Grantee shall promptly notify the State Water Board in writing of any cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more and of any circumstance, combination of circumstances, or condition, which is expected to or does delay completion of construction for a period of ninety (90) days or more beyond the estimated date of completion of construction previously provided.
26. **OPERATIONS & MAINTENANCE:** The Grantee shall maintain and operate the facility and structures constructed or improved as part of the Project throughout the useful life of the Project, consistent with the purposes for which this Grant was made. The Grantee assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation. The Grantee may be excused from operations and maintenance only upon the written approval of the Deputy Director of the Division. For purposes of this Agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.
27. **PERMITS, CONTRACTING, AND DEBARMENT:** The Grantee shall procure all permits and licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Any contractors, outside associates, or consultants required by the Grantee in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, if any, or as are specifically authorized by the State Water Board's Grant Manager during the performance of this Agreement. Any substitutions in, or additions to, such contractors,

associates, or consultants, shall be subject to the prior written approval of the State Water Board's Grant Manager. The Grantee shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". The Grantee shall not contract with any individual or organization on USEPA's List of Violating Facilities. (40 C.F.R., part 31.35; Gov. Code, § 4477) <http://echo.epa.gov>. The Grantee certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department, the California Department of Industrial Relations (DIR), or Grantee;
  - b. Have not within a three (3)-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and,
  - d. Have not within a three (3)-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
28. PREVAILING WAGES AND LABOR COMPLIANCE: If applicable, the Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>.
29. PROFESSIONALS: The Grantee agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, or design, or other work requiring interpretation and proper application of engineering or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 6735, 7835, and 7835.1. To demonstrate compliance with California Code of Regulations, title 16, sections 415 and 3065, all technical reports must contain a statement of the qualifications of the responsible registered professional(s). As required by these laws, completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.
30. RECORDS: Without limitation of the requirement to maintain Project accounts in accordance with generally accepted accounting principles, the Grantee agrees to:
- a. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
  - b. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Agreement;
  - c. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Agreement;
  - d. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs;
  - e. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and,

- f. If a Force Account is used by the Grantee for any phase of the Project, establish an account that documents all employee hours, and associated tasks charged to the Project per employee.
31. **RELATED LITIGATION:** Under no circumstances may a Grantee use funds from any disbursement under this Grant Agreement to pay costs associated with any litigation the Grantee pursues against the State Water Board, any Regional Water Board, or any other party. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Grantee agrees to complete the Project funded by this Agreement or to repay all of the grant funds plus interest.
32. **RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, audio and video recordings, notes, and other written or graphic work produced in the performance of this Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to the State Water Board for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.
33. **STATE REVIEWS AND INDEMNIFICATION:** The parties agree that review or approval of Project applications, documents, permits, plans and specifications or other Project information by the State Water Board is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee agrees to indemnify, defend and hold harmless the State Water Board and the State against any loss or liability arising out of any claim or action brought against the State Water Board and/or the State from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and California Water Code, section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or, (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, the Grantee agrees to pay and discharge any judgment or award entered or made against the State Water Board and/or the State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of this Agreement.
34. **STATE WATER BOARD ACTION, COSTS, AND ATTORNEY FEES:** The Grantee agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Grantee, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own filing costs and attorney fees.
35. **SUPPLEMENTAL ENVIRONMENTAL PROJECTS:** Grant Funds shall not be used for supplemental environmental projects required by Regional Water Boards.
36. **TERMINATION, IMMEDIATE REPAYMENT, INTEREST:** This Grant Agreement may be terminated by written notice at any time prior to completion of the Project, at the option of the State Water Board, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the State Water Board. In the event of termination, the Grantee agrees, upon demand, to immediately repay to the State Water Board an amount equal to the amount of

grant funds disbursed to the Grantee prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Grantee to the date of full repayment by the Grantee.

37. **TIMELINESS:** Time is of the essence in this Agreement. The Grantee shall proceed with and complete the Project in an expeditious manner.
38. **TRAVEL AND PER DIEM:** Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Grant Manager.
39. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement shall continue to have full force and effect and shall not be affected thereby.
40. **USEFUL LIFE OF PROJECT:** For the purpose of this Agreement, the useful life of any constructed portions of this Project begins upon completion of construction and continues until fifty (50) years thereafter for sewer pipelines and sewage treatment plant structures and twenty (20) years for all else.
41. **VENUE:** The State Water Board and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
42. **WAIVER AND RIGHTS OF THE STATE WATER BOARD:** Any waiver of rights with respect to a default or other matter arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Agreement are in addition to any other rights and remedies provided by law.
43. **WATER CONSERVATION AND EFFICIENCY PROGRAMS:** The Grantee acknowledges that it has appropriate water conservation and efficiency programs in place, and that this provision constitutes a condition of the grant award. A web link with examples of water conservation and efficiency programs is available at: [http://www.waterboards.ca.gov/waterrights/water\\_issues/programs/drought/conservation.shtml](http://www.waterboards.ca.gov/waterrights/water_issues/programs/drought/conservation.shtml). The Grantee also agrees to comply with the State Water Board's Drought Emergency Water Conservation regulations in sections 863-865 of title 23 of the California Code of Regulations. If applicable, the Grantee agrees to include a discussion of progress and compliance in its reports submitted pursuant to Exhibit B of this Agreement.
44. **WATER RIGHTS:** The Grantee acknowledges that its eligibility for this Grant award is conditioned on its compliance with Water Code section 5103(e), if applicable. The Grantee further certifies that it is not required to file a Statement of Diversion and Use pursuant to Water Code section 5101.
45. **WATERSHED MANAGEMENT PLAN CONSISTENCY:** The Grantee certifies that any watershed protection activity undertaken as part of this Project will be consistent with the applicable, adopted, local watershed management plans and the applicable Water Quality Control Plan (Basin Plan and/or Statewide) adopted by a Regional Water Board or the State Water Board, where such plans exist. Any such activity occurring in the San Gabriel and Los Angeles watersheds shall be consistent with the San Gabriel and Los Angeles River Watershed and Open Space Plan as adopted by the San Gabriel and Lower Los Angeles Rivers and Mountain Conservancy and the Santa Monica Mountains Conservancy.
46. **WITHHOLDING OF GRANT DISBURSEMENTS:** The State Water Board may withhold all or any portion of the grant funds provided for by this Agreement in the event that the Grantee has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or the Grantee fails to maintain reasonable progress toward completion of the Project.



EXHIBIT D  
SPECIAL CONDITIONS - DROUGHT RESPONSE OUTREACH PROGRAM FOR SCHOOLS

Proposition 50 – CalFED Watershed

1. The Grantee certifies that any real property acquired with funds disbursed hereunder shall be acquired from willing sellers.
2. The Grantee certifies that in no event will it complete this Project later than September 2019. The Grantee acknowledges that this condition is a material condition of this Agreement.
3. The Grantee certifies that it is a member of a "local watershed group," as defined in Water Code section 79078, subd. (b).
4. The Grantee certifies that it has adequate legal authority to manage grant money.
5. The Grantee certifies that this Project is to develop a local watershed management plan or to implement a Project consistent with a "local watershed management plan," as defined in Water Code section 79078, subd. (c) and the applicable regional water quality control plan (Basin Plan).
6. If the Project is a watershed improvement project, the Grantee certifies that its Project is designed to withstand substantial flooding and shall include a minimum ten (10)-year operations and maintenance program and shall demonstrate the potential to provide watershed benefits for twenty (20) years.
7. Notwithstanding Exhibits A and B, the Grantee shall submit to the Grant Manager a monitoring and reporting plan that does all of the following:
  8. Describes the baseline water quality of the waterbody impacted;
  9. Describes the manner in which the proposed watershed restoration activities are implemented;
  10. Determines the effectiveness of the watershed restoration activities in preventing or reducing pollution;
  11. Determines, to the extent feasible, the changes in the pattern of flow in affected streams, including reduction of flood flows and increases in spring, summer, and fall flows that result from the implementation of the Project; and,
  12. Determines, to the extent feasible, the economic benefits resulting from changes determined pursuant to (c) and (d) above.
13. The Grantee shall obtain written permission from the landowners of any parcel of land upon which the Project is proposed to be carried out. The written permission shall expressly consent to the actions described in the grant application submitted to the State Water Board.
14. Where recovery plans for coho salmon, steelhead trout, or other threatened or endangered aquatic species exist, the Grantee certifies that the Project is consistent with those plans, and to the extent feasible, shall seek to implement actions specified in those plans.

Discussion and/or Action Item G.2.5.  
Prepared by Karl Christensen  
December 6, 2016

Approval of Agreement with Webb-Cleff for  
Architectural and Advisory Services Related to  
Drought Response Outreach Program for  
Schools Grant Projects

**BACKGROUND:**

The projects associated with the Drought Response Outreach Programs for Schools (DROPs) Grant require architectural design and advisory services and these costs are incorporated in the DROPs grant budget.

Webb-Cleff is the District’s Architect that currently provides services associated with various facility projects and is familiar with the DROPs Grant and related requirements.

**RECOMMENDATION:**

Approve Agreement with Webb-Cleff for Architectural and Advisory Services related to the Drought Response Outreach Program for Schools Grant.

This recommendation supports the following District goal:

**Learning Environment**

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

**FISCAL IMPACT:**

\$49,500 for initial planning. Remainder billed on time and materials basis not to exceed \$131,580. Total of \$181,080 to be paid from DROPs Grant Funds

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item G.2.5.



WC AE

Webb Cleff Architecture  
and Engineering

November 10, 2016

Santee School District  
9625 Cuyamaca St.  
Santee, CA 92071

Attn: Christina Becker, *Interim M&O Director and  
Director, Facilities Modernization*

Re: DROPS Grant

Dear Ms. Becker:

Please accept our proposal for work on Santee's DROPS program. We have based our proposal on the requirements of the state. Please see our breakout attached. We have completed much of the preliminary work, which was required to get the grant agreement in place. We propose to invoice a lump sum for the initial planning in the amount of \$49,500. The remainder of the work will be billed as time and materials not to exceed, \$131,580.00, including any necessary surveying and/or percolation tests.

If you have any questions, please do not hesitate to contact me at (760) 753-6800.

Sincerely,

Debra Vaughan-Cleff, PE, AIA Assoc.  
President  
Debra@wc-ae.com

Discussion and/or Action Item G.2.6.  
Prepared by Karl Christensen  
December 6, 2016

Approval of Agreement with Ninyo & Moore for  
Testing Services Related to Drought Response  
Outreach Program for Schools Grant Projects

**BACKGROUND:**

The projects associated with the Drought Response Outreach Programs for Schools (DROPs) Grant require infiltration test services and these costs are incorporated in the DROPs grant budget.

Ninyo & Moore has provided testing and inspection services for numerous Capital Improvement Program projects.

**RECOMMENDATION:**

Approve Agreement with Ninyo & Moore for Testing Services related to the Drought Response Outreach Program for Schools Grant.

This recommendation supports the following District goal:

**Learning Environment**

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

**FISCAL IMPACT:**

\$45,700 to be paid from DROPs Grant Funds

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item G.2.6.

November 17, 2016  
Proposal No. P02-00774

Ms. Christina Becker  
Santee School District  
9625 Cuyamaca Street  
Santee, California 92071

Subject: Proposal for Infiltration Testing For  
Nine Santee School District Campuses  
Santee, California

Dear Ms. Becker:

In accordance with your request, we have prepared this proposal to perform infiltration testing at nine school campuses within the Santee School District. The nine campuses include the Cajon Park, Carlton Hills, Carlton Oaks, Chet Harritt, Hill Creek, Pepper Drive, Pride Academy, Rio Seco School, and Sycamore Canyon Schools. Based on preliminary information provided by you, we understand that various improvements are proposed at the school campuses to address storm water. These improvements include both wet and dry bioswales, pervious pavements, and potentially a dry river. Furthermore, we understand the bottoms of these improvements are anticipated to be approximately 2 to 3 feet below the surface. Accordingly, the purpose of our services will be to evaluate the infiltration feasibility of the site soils at the various school campuses.

In preparation of this proposal, we have reviewed the 2016 City of Santee BMP Design Manual. Per Section D.4.5, two infiltration tests are to be performed within 50 feet of each storm water infiltration/percolation BMP. Additionally, we have reviewed the various geotechnical reports we have previously prepared for the nine school campuses.

## PROPOSED SCOPE OF SERVICES

Based on our understanding of the project, we propose the following scope of services:

- Conduct site visits to the nine school campuses to mark the boring locations. Underground Service Alert will be notified a minimum of 48 hours prior to beginning field activities.

- Manually excavating, logging, and sampling 34 exploratory borings utilizing hand equipment to depths of approximately 3 feet (or refusal).
  - Four borings are to be performed at the Cajon Park School.
  - Four borings are to be performed at the Carlton Hills School.
  - Four borings are to be performed at the Carlton Oaks School.
  - Four borings are to be performed at the Chet Harritt School.
  - Two borings are to be performed at the Hill Creek School.
  - Four borings are to be performed at the Pepper Drive School.
  - Four borings are to be performed at the Pride Academy.
  - Four borings are to be performed at the Rio Seco School.
  - Four borings are to be performed at the Sycamore Canyon School.
- Performing infiltration testing within the 34 borings at depths of approximately 3 feet. Infiltration tests will be performed in general conformance with the City of Santee guidelines presented in the City BMP Design Manual dated February 2016. Per the City of Santee guidelines, field infiltration testing is a two-day process that involves one day of test hole preparation and a second day for the performance of the test.
- Compilation and engineering analysis of the data obtained.
- Assisting in the completion of Worksheet C.4-1: Categorization of Infiltration Feasibility Condition per City of Santee requirements.
- Preparing letter reports for each school campus to provide our findings regarding infiltration at the sites.

## **ASSUMPTIONS AND UNDERSTANDINGS**

The following conditions will apply to the performance of the scope of services described herein:

- The project is subject to prevailing wages.
- The project sites are accessible to our personnel and equipment, and site access will be granted.
- The field work will be performed Monday through Friday during regular business hours.
- Based on review of our previous geotechnical reports for the project sites, groundwater depths vary from approximately 9½ feet at the Pepper Drive School to approximately 46 feet at the Sycamore Canyon School along with perched water at a depth of approximately 2 feet at the Carlton Hills School site. This information will be used to supplement the preparation of our letter reports regarding site infiltration.

- Environmental sampling and testing of the subsurface soils and groundwater is not included within the scope of this proposal. A detailed cost for these services, if needed, will be provided upon your request.

**FEE AND SCHEDULE**

As proposed, our fee for the services described for the project will be billed on a lump sum basis per site. A discount has been applied assuming all sites will be awarded simultaneously. The fees for our geotechnical and post report services are presented in the table below.

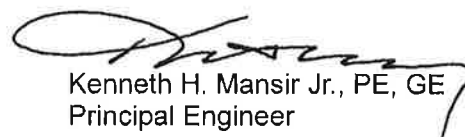
School Site (Number of Infiltration Tests)	Fee
Cajon Park School (Four Infiltration Tests)	\$5,200
Carlton Hills School (Four Infiltration Tests)	\$5,200
Carlton Oaks School (Four Infiltration Tests)	\$5,200
Chet Harritt School (Four Infiltration Tests)	\$5,200
Hill Creek School (Two Infiltration Tests)	\$4,100
Pepper Drive School (Four Infiltration Tests)	\$5,200
Pride Academy (Four Infiltration Tests)	\$5,200
Rio Seco School (Four Infiltration Tests)	\$5,200
Sycamore Canyon School (Four Infiltration Tests)	\$5,200
<b>Total</b>	<b>\$45,700</b>

The fee is based on the scope of services presented above and our understanding of the existing conditions and proposed improvements. Additional services, beyond those described herein, if requested, will be performed on a time-and-materials basis. If this proposal meets with your approval, please provide your contract documents for signature. We appreciate the opportunity to working with you on this project.

Respectfully Submitted,  
**NINYO & MOORE**



Jeffrey T. Kent, PE, GE  
Senior Engineer



Kenneth H. Mansir Jr., PE, GE  
Principal Engineer

JTK/KHM/atf

Distribution: (1) Addressee

**BACKGROUND:**

This is the time of the year when the Board reviews their legislative goals in anticipation of the State Legislature beginning to develop legislation and bills that may impact education. Meetings may be scheduled to present Santee School District's Legislative Goals to our State Senator and State Assemblyperson as they begin consideration of legislative bills.

Administration has reviewed the Legislative Goals and Legislative Public Policy Statements and provided recommended revisions that would positively impact instruction and assist in maintaining fiscal solvency. The attached list is presented for Board consideration and direction to produce Board Legislative Goals for 2017 to be shared with local legislators.

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

**RECOMMENDATION:**

It is recommended that the Board review the recommended revisions from Administration and provide any input and/or recommendations to produce Legislative Goals for 2016 which may be presented to legislative representatives for the upcoming legislative session. Action is at the discretion of the Board.

**FISCAL IMPACT:**

There is no current fiscal impact of this item.

**STUDENT ACHIEVEMENT IMPACT:**

Any legislation that may come about would have a direct impact in student achievement.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_ Agenda Item G.3.1.

*file*





## SANTEE SCHOOL DISTRICT December 6, 2016

### Proposed 2017 Legislative Goals

1. Seek/support legislation to repeal the maximum reserve cap for unassigned fund balances.
2. Seek/support legislation to ensure ongoing funding adequacy for K-12 school districts.
3. Seek/support enactment of school finance legislation, which fully funds the Federal Individual with Disabilities Education Act (IDEA) and mandates those funds be allocated proportionately and directly to school districts.
4. Seek/support legislation to adequately fund technology, instructional materials, and professional development needs for Common Core State Standards and Smarter Balanced Assessments on an ongoing basis.
5. Seek/support legislation to establish a K-12 Public School District Electricity Customer Class and cap annual increases.
6. Seek/support legislation to fund STRS and PERS cost increases separate from LCFF.
7. Seek/support legislation for Districts to allow options for alternative oversight provisions for LCAP monitoring.

### Proposed 2017 Public Policies

#### **ACADEMIC INSTRUCTION AND ACHIEVEMENT LEGISLATION**

- A-1. Seek/support legislation requiring textbook publishers to provide online instructional materials for English-Language Arts, Mathematics, Science, and History/Social Science in grades K-8 prior to State Board approval.
- A-2. Seek/support legislation requiring textbook publishers to provide instructional materials for combination or multi-grade classrooms in grades K-8 prior to State Board approval.
- A-3. Seek/support legislation to meet instructional materials sufficiency requirements under the William settlement to include online instructional materials and software programs.
- A-4. Seek/support legislation assuring the Public Schools Accountability Act requires 7-8 grade levels in K-8 schools to be rated on a separate measure from K-6 and comparable to other 7-8 schools.
- A-5. Seek/support legislation to provide funding for school districts to extend the school year and instructional time.

Board Adopted:



**SANTEE SCHOOL DISTRICT**  
**December 6, 2016**

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**FISCAL LEGISLATION**

- B-1. Seek/support legislation that supports Level II developer fees for K-8 schools to mitigate the impact of facilities construction and modernization and equalize the funding streams for new school construction for elementary school districts with 7th and 8th grade students to be on the same playing field as high schools.
- B-2. Support legislation restoring school facilities coverage under the California Environmental Quality Act (CEQA) to permit the use of the CEQA process to mitigate the impact of development on schools.
- B-3. Support legislation that would lower the margin of approval for local parcel taxes for schools from two-thirds to 55 percent.
- B-4. Seek/support legislation that would require the Education Code guidelines for certificated and classified Reduction in Service (RIS) notices be suspended when the State implements mid-year budget cuts.
- B-5. Support legislation for declining enrollment school districts based on the highest ADA during the last three years instead of the prior year.
- B-6. Support legislation that provides maximum flexibility and local control to outsource services when needed.

Board Adopted:

**Item H. BOARD POLICIES AND BYLAWS**

Board Policies and Bylaws Item H.1.1. First Reading: Revisions to BP / AR  
1312.3 - Uniform Complaint Procedures  
and AR 1312.4 – Williams Uniform  
Complaint Procedures

Prepared by Tim Larson  
December 6, 2016

**BACKGROUND:**

Board Policy / Administrative Regulation 1312.3 - Uniform Complaint Procedures and Administrative Regulation 1312.4 – Williams Uniform Complaint Procedures have been revised slightly to comply with the Federal Program Monitoring (FPM) process.

**RECOMMENDATION:**

This is the first revision reading of BP / AR 1312.3 - Uniform Complaint Procedures and AR 1312.4 – Williams Uniform Complaint Procedures. Any action taken is at the discretion of the Board of Education.

**FISCAL IMPACT:**

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

**STUDENT ACHIEVEMENT IMPACT:**

Effective governance has a positive impact on student achievement.

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

Agenda Item H.1.1.

**UNIFORM COMPLAINT PROCEDURES**

The Governing Board recognizes that the district is primarily responsible for complying with applicable state and federal laws and regulations governing educational programs. The Board encourages early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation. The district shall investigate complaints alleging failure to comply with such laws and/or alleging unlawful discrimination, harassment, intimidation, or bullying and shall seek to resolve those complaints in accordance with the district's uniform complaint procedures. (5 CCR 4620)

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints:

1. Any complaint alleging district violation of applicable state or federal law or regulations governing **Adult Education Programs, After School Education and Safety Programs, Compensatory Education, Every Student Succeeds Act/No Child Left Behind, Migrant Education, Tobacco – Use Prevention Education, Career Technical and Technical Education and Training Programs, Child Care and Development Programs, Child Nutrition Programs, Special Education Programs, Consolidated Categorical Aid Programs, and any other district-implemented program which is listed in Education Code 64000(a)** (5 CCR 4610)
2. Any complaint alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against any student, employee, or other person participating in district programs and activities, including, but not limited to, those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)
3. Any complaint alleging district noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student (Education Code 222)
4. Any complaint alleging district noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)
5. Any complaint alleging district noncompliance with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075)
6. Any complaint, by or on behalf of any student who is a foster youth, alleging district noncompliance with any legal requirement applicable to the student regarding placement decisions, the responsibilities of the district's educational liaison to the student, the award of credit for coursework satisfactorily completed in another school or district, school transfer, or the grant of an exemption from Board-imposed graduation requirements (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

**UNIFORM COMPLAINT PROCEDURES**

7. Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or district or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2)

8. Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.3)

9. Any complaint alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school (Education Code 51210, 51223)

10. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

11. Any other complaint as specified in a district policy

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is acceptable to all parties. ADR such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. As appropriate for any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep confidential the identity of the complainant and/or the subject of the complaint if he/she is different from the complainant, as long as the integrity of the complaint process is maintained.

When an allegation that is not subject to the UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and related requirements, including the steps and timelines specified in this policy and the accompanying administrative regulation.

The Superintendent or designee shall maintain records of all UCP complaints and the investigations of those complaints in accordance with applicable law and district policy.

**UNIFORM COMPLAINT PROCEDURES**

**Non-UCP Complaints**

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, the County Protective Services Division, and the appropriate law enforcement agency.
2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.
3. Any complaint alleging employment discrimination shall be sent to the California Department of Fair Employment and Housing and the compliance officer shall notify the complainant by first class mail of the transfer.
4. Any complaint alleging fraud shall be referred to the California Department of Education.

In addition, the district's Williams Uniform Complaint Procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments. (Education Code 35186)

**UNIFORM COMPLAINT PROCEDURES**

*Legal Reference:*

*EDUCATION CODE*

*200-262.4 Prohibition of discrimination*

*222 Reasonable accommodations; lactating students*

*8200-8498 Child care and development programs*

*8500-8538 Adult basic education*

*18100-18203 School libraries*

*32289 School safety plan, uniform complaint procedure*

*35186 Williams uniform complaint procedure*

*41500-41513 Categorical education block grants*

*48853-48853.5 Foster youth*

*48985 Notices in language other than English*

*49010-49013 Student Fees*

*49060-49079 Student records*

*49069.5 Rights of parents*

*49490-49590 Child nutrition programs*

*49490-49590 Child nutrition programs*

*51210 Courses of study grades 1-6*

*51223 Physical education, elementary schools*

*51225.1-51225.2 Foster youth and homeless children; course credits; graduation requirements*

*51228.1-51228.3 Course periods without educational content*

*52060-52077 Local control and accountability plan, especially:*

*52075 Complaint for lack of compliance with local control and accountability plan requirements*

*52160-52178 Bilingual education programs*

*52300-52490 Career-technical education*

*52500-52616.24 Adult schools*

*52800-52870 School-based coordinated programs*

*54000-54028 Economic impact aid programs*

*54100-54145 Miller-Unruh Basic Reading Act*

*54400-54425 Compensatory education programs*

*54440-54445 Migrant education*

*54460-54529 Compensatory education programs*

*56000-56867 Special education programs*

*59000-59300 Special schools and centers*

*64000-64001 Consolidated application process*

*GOVERNMENT CODE*

*11135 Nondiscrimination in programs or activities funded by state*

*12900-12996 Fair Employment and Housing Act*

*PENAL CODE*

*422.55 Hate crime; definition*

*422.6 Interference with constitutional right or privilege*

*CODE OF REGULATIONS, TITLE 5*

*3080 Application of section*

*4600-4687 Uniform complaint procedures*

*4900-4965 Nondiscrimination in elementary and secondary education programs*

*UNITED STATES CODE, TITLE 20*

*1221 Application of laws*

*1232g Family Educational Rights and Privacy Act*

*1681-1688 Title IX of the Education Amendments of 1972*

*6301-6577 Title I basic programs*



**UNIFORM COMPLAINT PROCEDURES**

~~6601-6777 Title II preparing and recruiting high quality teachers and principals~~  
~~6801-6871 Title III language instruction for limited English proficient and immigrant students~~  
~~7101-7184 Safe and Drug-Free Schools and Communities Act~~  
~~7201-7283g Title V promoting informed parental choice and innovative programs~~  
~~7301-7372 Title V rural and low-income school programs~~  
~~12101-12213 Title II equal opportunity for individuals with disabilities~~  
UNITED STATES CODE, TITLE 29  
794 Section 504 of Rehabilitation Act of 1973  
UNITED STATES CODE, TITLE 42  
2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended  
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964  
6101-6107 Age Discrimination Act of 1975  
CODE OF FEDERAL REGULATIONS, TITLE 28  
35.107 Nondiscrimination on basis of disability; complaints  
CODE OF FEDERAL REGULATIONS, TITLE 34  
99.1-99.67 Family Educational Rights and Privacy Act

100.3 Prohibition of discrimination on basis of race, color or national origin  
104.7 Designation of responsible employee for Section 504  
106.8 Designation of responsible employee for Title IX  
106.9 Notification of nondiscrimination on basis of sex  
110.25 Notification of nondiscrimination on the basis of age

**Management Resources:**

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS  
Dear Colleague Letter: Title IX Coordinators, April 2015  
Questions and Answers on Title IX and Sexual Violence, April 2014  
Dear Colleague Letter: Bullying of Students with Disabilities, August 2013  
Dear Colleague Letter: Sexual Violence, April 2011  
Dear Colleague Letter: Harassment and Bullying, October 2010  
Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001  
U.S. DEPARTMENT OF JUSTICE PUBLICATIONS  
Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002  
WEB SITES  
CSBA: <http://www.csba.org>  
California Department of Education: <http://www.cde.ca.gov>  
Family Policy Compliance Office: <http://familypolicy.ed.gov>  
U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/ocr>  
U.S. Department of Justice: <http://www.justice.gov>

Policy adopted: February 17, 2009  
Revised: 3/19/13, 6/17/14; 10/4/16; 12/6/16

**SANTEE SCHOOL DISTRICT**  
Santee, California

**UNIFORM COMPLAINT PROCEDURES**

Except as the Governing Board may otherwise specifically provide in other Board policies, the uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in BP 1312.3.

**Compliance Officers**

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment as the responsible employee to handle complaints regarding unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). The individual(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

Superintendent  
9625 Cuyamaca St.  
Santee, CA 92071  
619-258-2304

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent, if applicable, if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which he/she has a bias or conflict of interest that would prohibit him/her from fairly investigating or resolving the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall include current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the result of an investigation. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult

**UNIFORM COMPLAINT PROCEDURES**

with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

**Notifications**

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms.

The Superintendent or designee shall annually provide written notification of the district's UCP including information regarding unlawful student fees, local control and accountability plan (LCAP) requirements, and requirements related to the educational rights of foster youth and homeless students, to students, employees, parents/guardians, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties.

The annual notification and complete contact information of the compliance officer(s) may be posted on the district web site and, if available, provided through district-supported social media.

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning uniform complaint procedures shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

The notice shall:

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints.
2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal discrimination laws, if applicable.
3. Advise the complainant of the appeal process, including, if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies, such as the U.S. Department of Education's Office for Civil Rights (OCR) in cases involving unlawful discrimination (such as discriminatory harassment, intimidation, or bullying).

**UNIFORM COMPLAINT PROCEDURES**

4. Include statements that:
  - a. The district is primarily responsible for compliance with applicable state and federal laws and regulations governing educational programs.
  - b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline.
  - c. A complaint alleging retaliation or unlawful discrimination, (such as discriminatory harassment, intimidation, or bullying) must be filed not later than six months from the date the alleged discrimination occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension.
  - d. Complaints should be filed in writing and signed by the complainant. If a complainant is unable to put his/her complaint in writing, for example, due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint.
  - e. If a complaint is not filed in writing but the district receives notice of any allegation that is subject to the UCP, the district shall take affirmative steps to investigate and address the allegations, in a manner appropriate to the particular circumstances.

If the allegation involves retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) and the investigation reveals that discrimination has occurred, the district will take steps to prevent recurrence of discrimination and correct its discriminatory effects on the complainant, and on others, if appropriate.
  - f. A student enrolled in a public school shall not be required to pay a fee for his/her participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities.
  - g. The Board is required to adopt and annually update the LCAP in a manner that includes meaningful engagement of parents/guardians, students, and other stakeholders in the development and/or review of the LCAP.
  - h. A foster youth shall receive information about educational rights related to his/her educational placement, enrollment in and checkout from school, as well as the

**UNIFORM COMPLAINT PROCEDURES**

responsibilities of the district liaison for foster youth to ensure and facilitate these requirements and to assist the student in ensuring proper transfer of his/her credits, records, and grades when he/she transfers between schools or between the district and another district.

- i. A foster youth or homeless student who transfers into a district high school or between district high schools shall be notified of the district's responsibility to:
  - (1) Accept any coursework or part of the coursework that the student has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency, and to issue full or partial credit for the coursework completed
  - (2) Not require the student to retake any course or a portion of a course which he/she has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency
  - (3) If the student has completed his/her second year of high school before the transfer, provide the student information about district-adopted coursework and Board-imposed graduation requirements from which he/she may be exempted pursuant to Education Code 51225.1
- j. The complainant has a right to appeal the district's decision to the CDE by filing a written appeal within 15 calendar days of receiving the district's decision.

In any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the respondent also shall have the right to file an appeal with the CDE in the same manner as the complainant, if he/she is dissatisfied with the district's decision.
- k. The appeal to the CDE must include a copy of the complaint filed with the district and a copy of the district's decision.
- l. Copies of the district's UCP are available free of charge.

**District Responsibilities**

All UCP-related complaints shall be investigated and resolved within 60 calendar days of the district's receipt of the complaint unless the complainant agrees in writing to an extension of the timeline. (5 CCR 4631)

**UNIFORM COMPLAINT PROCEDURES**

For complaints alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall inform the respondent when the complainant agrees to an extension of the timeline for investigating and resolving the complaint.

The compliance officer shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

All parties involved in allegations shall be notified when a complaint is filed, and when a decision or ruling is made. However, the compliance officer shall keep all complaints or allegations of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) confidential except when disclosure is necessary to carry out the investigation, take subsequent corrective action, conduct ongoing monitoring, or maintain the integrity of the process. (5 CCR 4630, 4964)

**Filing of Complaints**

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

Complaints shall also be filed in accordance with the following rules, as applicable:

1. A complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs may be filed by any individual, public agency, or organization. (5 CCR 4630)
2. Any complaint alleging noncompliance with law regarding the prohibition against requiring students to pay student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)
3. A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by a person who alleges that he/she personally

**UNIFORM COMPLAINT PROCEDURES**

suffered the unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged unlawful discrimination occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)

4. When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.
5. When the complainant of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) or the alleged victim, when he/she is not the complainant, requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

**Mediation**

Within three business days of receiving the complaint, the compliance officer may informally discuss with all the parties the complainant the possibility of using mediation. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time. If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed to through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

## UNIFORM COMPLAINT PROCEDURES

### Investigation of Complaint

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or his/her representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or his/her representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. He/she shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform both parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, or failure or refusal to cooperate in the investigation or his/her engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. . Similarly, a respondent's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in a finding, based on evidence collected, that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

In accordance with the law, the district shall provide the investigator with access to records and/or other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

The compliance officer shall apply a "preponderance of the evidence" standard in determining the veracity of the factual allegations in a complaint. This standard is met if the allegation is more



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likely to be true than not.

**Report of Findings**

**OPTION 1:**

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant, and respondent if there is one, a written report, as described in the section "Final Written Decision" below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

**OPTION 2:**

Unless extended by written agreement with the complainant, a final decision shall be sent to the complainant within 60 calendar days of the district's receipt of the complaint. Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Final Written Decision" below. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within five business days, file his/her complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

In resolving any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent also shall be sent the district's decision and, in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.

**Final Written Decision**

The district's decision on how it will resolve the complaint shall be in writing and shall be sent to the complainant and respondent. (5 CCR 4631)

In consultation with district legal counsel, information about the relevant part of a decision may

**UNIFORM COMPLAINT PROCEDURES**

be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the decision or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), notice of the district's decision to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

If the complaint involves a limited-English-proficient student or parent/guardian and the student involved attends a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

For all complaints, the decision shall include:

1. The findings of fact based on the evidence gathered. In reaching a factual determination, the following factors may be taken into account:
  - a. Statements made by any witnesses
  - b. The relative credibility of the individuals involved
  - c. How the complaining individual reacted to the incident
  - d. Any documentary or other evidence relating to the alleged conduct
  - e. Past instances of similar conduct by any alleged offenders
  - f. Past false allegations made by the complainant
2. The conclusion(s) of law
3. Disposition of the complaint
4. Rationale for such disposition

For complaints of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the disposition of the complaint shall include a determination for each allegation as to whether retaliation or unlawful discrimination has occurred.

The determination of whether a hostile environment exists may involve consideration of the following:

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- a. How the misconduct affected one or more students' education
  - b. The type, frequency, and duration of the misconduct
  - c. The relationship between the alleged victim(s) and offender(s)
  - d. The number of persons engaged in the conduct and at whom the conduct was directed
  - e. The size of the school, location of the incidents, and context in which they occurred
  - f. Other incidents at the school involving different individuals
5. Corrective actions, including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600

For complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the decision may, as required by law, include:

- a. The corrective actions imposed on the respondent
  - b. Individual remedies offered or provided to the complainant or another person who was the subject of the complaint, but this information should not be shared with the respondent.
  - c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence
6. Notice of the complainant's and respondent's right to appeal the district's decision within 15 days to the CDE and procedures to be followed for initiating such an appeal

The decision may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

For complaints alleging unlawful discrimination based on state law (such as discriminatory harassment, intimidation, and bullying), the decision shall also include a notice to the complainant that:

- 1. He/she may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest

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attorneys, 60 calendar days after the filing of an appeal with the CDE. (Education Code 262.3)

2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)
3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at [www.ed.gov/ocr](http://www.ed.gov/ocr) within 180 days of the alleged discrimination.

**Corrective Actions**

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. Counseling
2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation
9. Determination of whether any past actions of the victim that resulted in discipline were related to the treatment the victim received and described in the complaint

For complaints involving retaliation or unlawful discrimination (such as discriminatory

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harassment, intimidation, or bullying), appropriate corrective actions that focus on a student offender may include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team
6. Denial of participation in extracurricular or co-curricular activities or other privileges as permitted by law
7. Disciplinary action, such as suspension or expulsion, as permitted by law

When an employee is found to have committed retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), that the district does not tolerate it, and how to report and respond to it.

If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes for students in elementary schools, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51223, 52075) If we find merit in a pupil fees, LCAP, and/or a Course Period without Educational Content complaint, the public school or LEA shall provide a remedy. Specifically, in Course Period without Educational Content complaints the remedy shall go to the affected pupil. In LCAP and pupil fees complaints, the remedy shall go to all affected pupils, parents and guardians, which in the case of pupil fees, also includes reasonable efforts by the public school or LEA to ensure full reimbursement to all affected pupils, parents and guardians subject to procedures established through regulations adopted by the state board.

For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected

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Except as the Governing Board may otherwise specifically provide in other Board policies, the uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in BP 1312.3.

**Compliance Officers**

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment as the responsible employee to handle complaints regarding unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). The individual(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

Superintendent  
9625 Cuyamaca St.  
Santee, CA 92071  
619-258-2304

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent, if applicable, if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which he/she has a bias or conflict of interest that would prohibit him/her from fairly investigating or resolving the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall include current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the result of an investigation. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to

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implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

**Notifications**

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms.

The Superintendent or designee shall annually provide written notification of the district's UCP including information regarding unlawful student fees, local control and accountability plan (LCAP) requirements, and requirements related to the educational rights of foster youth and homeless students, to students, employees, parents/guardians, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties.

The annual notification and complete contact information of the compliance officer(s) may be posted on the district web site and, if available, provided through district-supported social media.

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning uniform complaint procedures shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

The notice shall:

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints.
2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal discrimination laws, if applicable.
3. Advise the complainant of the appeal process, including, if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies, such as the U.S. Department of Education's Office for Civil Rights (OCR) in cases involving unlawful discrimination (such as discriminatory harassment, intimidation, or bullying).
4. Include statements that:

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- a. The district is primarily responsible for compliance with applicable state and federal laws and regulations governing educational programs.
- b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline.
- c. A complaint alleging retaliation or unlawful discrimination, (such as discriminatory harassment, intimidation, or bullying) must be filed not later than six months from the date the alleged discrimination occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension.
- d. Complaints should be filed in writing and signed by the complainant. If a complainant is unable to put his/her complaint in writing, for example, due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint.
- e. If a complaint is not filed in writing but the district receives notice of any allegation that is subject to the UCP, the district shall take affirmative steps to investigate and address the allegations, in a manner appropriate to the particular circumstances.  
  
If the allegation involves retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) and the investigation reveals that discrimination has occurred, the district will take steps to prevent recurrence of discrimination and correct its discriminatory effects on the complainant, and on others, if appropriate.
- f. A student enrolled in a public school shall not be required to pay a fee for his/her participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities.
- g. The Board is required to adopt and annually update the LCAP in a manner that includes meaningful engagement of parents/guardians, students, and other stakeholders in the development and/or review of the LCAP.
- h. A foster youth shall receive information about educational rights related to his/her educational placement, enrollment in and checkout from school, as well as the responsibilities of the district liaison for foster youth to ensure and facilitate these



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requirements and to assist the student in ensuring proper transfer of his/her credits, records, and grades when he/she transfers between schools or between the district and another district.

- i. A foster youth or homeless student who transfers into a district high school or between district high schools shall be notified of the district's responsibility to:

- (1) Accept any coursework or part of the coursework that the student has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency, and to issue full or partial credit for the coursework completed

- (2) Not require the student to retake any course or a portion of a course which he/she has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency

- (3) If the student has completed his/her second year of high school before the transfer, provide the student information about district-adopted coursework and Board-imposed graduation requirements from which he/she may be exempted pursuant to Education Code 51225.1

- j. The complainant has a right to appeal the district's decision to the CDE by filing a written appeal within 15 calendar days of receiving the district's decision.

In any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the respondent also shall have the right to file an appeal with the CDE in the same manner as the complainant, if he/she is dissatisfied with the district's decision.

- k. The appeal to the CDE must include a copy of the complaint filed with the district and a copy of the district's decision.

- l. Copies of the district's UCP are available free of charge.

**District Responsibilities**

All UCP-related complaints shall be investigated and resolved within 60 calendar days of the district's receipt of the complaint unless the complainant agrees in writing to an extension of the timeline. (5 CCR 4631)

For complaints alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall inform the respondent when the complainant agrees to an extension of the timeline for investigating and resolving the complaint.

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The compliance officer shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

All parties involved in allegations shall be notified when a complaint is filed, and when a decision or ruling is made. However, the compliance officer shall keep all complaints or allegations of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) confidential except when disclosure is necessary to carry out the investigation, take subsequent corrective action, conduct ongoing monitoring, or maintain the integrity of the process. (5 CCR 4630, 4964)

**Filing of Complaints**

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

Complaints shall also be filed in accordance with the following rules, as applicable:

1. A complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs may be filed by any individual, public agency, or organization. (5 CCR 4630)
2. Any complaint alleging noncompliance with law regarding the prohibition against requiring students to pay student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)
3. A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by a person who alleges that he/she personally suffered the unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged unlawful discrimination occurred, or six months from the date when the complainant first obtained knowledge of the facts of the

**UNIFORM COMPLAINT PROCEDURES**

alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)

4. When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.
5. When the complainant of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) or the alleged victim, when he/she is not the complainant, requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

**Mediation**

Within three business days of receiving the complaint, the compliance officer may informally discuss with all the parties the complainant the possibility of using mediation. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time. If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed to through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

**Investigation of Complaint**

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

**UNIFORM COMPLAINT PROCEDURES**

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or his/her representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or his/her representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. He/she shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform both parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, or failure or refusal to cooperate in the investigation or his/her engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. . Similarly, a respondent's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in a finding, based on evidence collected, that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

In accordance with the law, the district shall provide the investigator with access to records and/or other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

The compliance officer shall apply a "preponderance of the evidence" standard in determining the veracity of the factual allegations in a complaint. This standard is met if the allegation is more likely to be true than not.

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**Report of Findings**

**OPTION 1:**

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant, and respondent if there is one, a written report, as described in the section "Final Written Decision" below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

**OPTION 2:**

Unless extended by written agreement with the complainant, a final decision shall be sent to the complainant within 60 calendar days of the district's receipt of the complaint. Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Final Written Decision" below. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within five business days, file his/her complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

In resolving any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent also shall be sent the district's decision and, in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.

**Final Written Decision**

The district's decision on how it will resolve the complaint shall be in writing and shall be sent to the complainant and respondent. (5 CCR 4631)

In consultation with district legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the decision or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), notice of the district's decision to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

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If the complaint involves a Limited-English-proficient student or parent/guardian and the student involved attends a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

For all complaints, the decision shall include:

1. The findings of fact based on the evidence gathered. In reaching a factual determination, the following factors may be taken into account:
  - a. Statements made by any witnesses
  - b. The relative credibility of the individuals involved
  - c. How the complaining individual reacted to the incident
  - d. Any documentary or other evidence relating to the alleged conduct
  - e. Past instances of similar conduct by any alleged offenders
  - f. Past false allegations made by the complainant
2. The conclusion(s) of law
3. Disposition of the complaint
4. Rationale for such disposition

For complaints of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the disposition of the complaint shall include a determination for each allegation as to whether retaliation or unlawful discrimination has occurred.

The determination of whether a hostile environment exists may involve consideration of the following:

- a. How the misconduct affected one or more students' education
- b. The type, frequency, and duration of the misconduct
- c. The relationship between the alleged victim(s) and offender(s)
- d. The number of persons engaged in the conduct and at whom the conduct was directed

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- e. The size of the school, location of the incidents, and context in which they occurred
  - f. Other incidents at the school involving different individuals
5. Corrective actions, including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600

For complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the decision may, as required by law, include:

- a. The corrective actions imposed on the respondent
  - b. Individual remedies offered or provided to the complainant or another person who was the subject of the complaint, but this information should not be shared with the respondent.
  - c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence
6. Notice of the complainant's and respondent's right to appeal the district's decision within 15 days to the CDE and procedures to be followed for initiating such an appeal

The decision may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

For complaints alleging unlawful discrimination based on state law (such as discriminatory harassment, intimidation, and bullying), the decision shall also include a notice to the complainant that:

- 1. He/she may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with the CDE. (Education Code 262.3)
- 2. The 60 days' moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)
- 3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at [www.ed.gov/ocr](http://www.ed.gov/ocr) within 180 days of the alleged discrimination.

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**Corrective Actions**

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. Counseling
2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation
9. Determination of whether any past actions of the victim that resulted in discipline were related to the treatment the victim received and described in the complaint

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on a student offender may include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support



**UNIFORM COMPLAINT PROCEDURES**

5. Referral to a student success team
6. Denial of participation in extracurricular or co-curricular activities or other privileges as permitted by law
7. Disciplinary action, such as suspension or expulsion, as permitted by law

When an employee is found to have committed retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), that the district does not tolerate it, and how to report and respond to it.

If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes for students in elementary schools, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51223, 52075) **If we find merit in a pupil fees, LCAP, and/or a Course Period without Educational Content complaint, the public school or LEA shall provide a remedy. Specifically, in Course Period without Educational Content complaints the remedy shall go to the affected pupil. In LCAP and pupil fees complaints, the remedy shall go to all affected pupils, parents and guardians, which in the case of pupil fees, also includes reasonable efforts by the public school or LEA to ensure full reimbursement to all affected pupils, parents and guardians subject to procedures established through regulations adopted by the state board.**

For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

**Appeals to the California Department of Education**

Any complainant who is dissatisfied with the district's final written decision may file an appeal in writing with the CDE within 15 calendar days of receiving the district's decision. (Education Code 222, 48853, 48853.5, 49013, 49069.5, 51223, 51225.1, 51225.2, 51228.3, 52075; 5 CCR 4632)

When a respondent in any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) is dissatisfied with the district's final written decision, he/she, in the same manner as the complainant, may file an appeal with the CDE.

**UNIFORM COMPLAINT PROCEDURES**

The complainant or respondent shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the district's decision. (5 CCR 4632)

Upon notification by the CDE that the complainant has appealed the district's decision, the Superintendent or designee shall forward the following documents to the CDE:

1. A copy of the original complaint
2. A copy of the decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
4. A copy of the investigation file, including but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
5. A report of any action taken to resolve the complaint
6. A copy of the district's complaint procedures
7. Other relevant information requested by the CDE

**Civil Law Remedies**

A complainant may pursue available civil law remedies outside of the district's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders.

For complaints alleging discrimination, harassment, intimidation, and bullying, based on state law, a complainant must wait until 60 days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies, provided the district has appropriately, and in a timely manner, apprised the complainant of his/her right to file a complaint in accordance with 5 CCR 4622. The moratorium does not apply to injunctive relief and to discrimination complaints based on federal law.

**WILLIAMS UNIFORM COMPLAINT PROCEDURES**

**Types of Complaints**

The district shall use the procedures described in this administrative regulation only to investigate and resolve the following: (Education Code 35186; 5 CCR 4681, 4682, 4683)

1. Complaints regarding the insufficiency of textbooks and instructional materials, including any complaint alleging that:
  - a. A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
  - b. A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.
  - c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
  - d. A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.
2. Complaints regarding teacher vacancy or misassignment, including any complaint alleging that:
  - a. A semester begins and a teacher vacancy exists.
  - b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner pupils in the class.
  - c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

*Teacher vacancy* means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of the semester for an entire semester. (Education Code 35186; 5 CCR 4600)

*Beginning of the year or semester* means the first day classes necessary to serve all the pupils enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after the first day pupils attend classes for that semester. (5 CCR 4600)

**WILLIAMS UNIFORM COMPLAINT PROCEDURES**

*Misassignment* means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

3. Complaints regarding the condition of school facilities, including any complaint alleging that:
  - a. A condition poses an emergency or urgent threat to the health or safety of pupils or staff.

*Emergency or urgent threat* means structures or systems that are in a condition that poses a threat to the health and safety of pupils or staff while at school, including, but not limited to, gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff; or structural damage creating a hazardous or uninhabitable condition; or any other condition deemed appropriate. (Education Code 17592.72)

- b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5.

*Clean or maintained school restroom* means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, and paper towels or functional hand dryers. (Education Code 35292.5)

*Open restroom* means the school has kept all restrooms open during school hours when students are not in classes and has kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when the temporary closing of the restroom is necessary for student safety or to make repairs. (Education Code 35292.5)

**Filing of Complaint**

A complaint alleging any condition(s) specified in the section "Types of Complaints" above shall be filed with the principal or designee at the school in which the complaint arises. The principal or designee shall forward a complaint about problems beyond his/her authority to the Superintendent or designee in a timely manner, but not to exceed 10 working days. (Education Code 35186; 5 CCR 4680)

**WILLIAMS UNIFORM COMPLAINT PROCEDURES**

**Investigation and Response**

The principal or designee shall make all reasonable efforts to investigate any problem within his/her authority. He/she shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code 35186; 5 CCR 4685)

Complaints may be filed anonymously. If the complainant has indicated on the complaint form that he/she would like a response to the complaint, the principal or designee shall report the resolution of the complaint to him/her within 45 working days of the initial filing of the complaint. If a response is requested, the response shall be made to the mailing address of the complainant indicated on the complaint. At the same time, the principal or designee shall report the same information to the Superintendent or designee. (Education Code 35186; 5 CCR 4680, 4685)

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code 35186)

If a complainant is not satisfied with the resolution of a complaint, he/she has the right to describe the complaint to the Governing Board at a regularly scheduled meeting. (Education Code 35186; 5 CCR 4686)

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of pupils or staff as described in item #3a in the section "Types of Complaints" above, a complainant who is not satisfied with the resolution proffered by the principal or Superintendent or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code 35186; 5 CCR 4687)

All complaints and written responses shall be public records. (Education Code 35186; 5 CCR 4686)

**Reports**

On a quarterly basis, the Superintendent or designee shall report, to the Board at a regularly scheduled public Board meeting and to the County Superintendent of Schools, summarized data on the nature and resolution of all complaints.

The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. (Education Code 35186; 5 CCR 4686)

**WILLIAMS UNIFORM COMPLAINT PROCEDURES**

**Forms and Notices**

The Superintendent or designee shall ensure a Williams's complaint form is available at each school. However, complainants need not use the district's Williams complaint form in order to file a complaint. (Education Code 35186)

The Superintendent or designee shall ensure that the district's complaint form contains a space to indicate whether the complainant desires a response to his/her complaint and specifies the location for filing a complaint. A complainant may add as much text to explain the complaint as he/she wishes. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall ensure that a notice is posted in each classroom in each school containing the components specified in Education Code 35186. (Education Code 35186)

**WILLIAMS UNIFORM COMPLAINT PROCEDURES**

*Legal Reference:*

EDUCATION CODE

234.1 Prohibition of discrimination, harassment, intimidation, and bullying

1240 County superintendent of schools, duties

17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account 33126

School accountability report card

35186 Williams uniform complaint procedure

35292.5 Restrooms, maintenance and cleanliness

37254 Supplemental instruction based on failure to pass exit exam by end of grade 12 48985

Notice to parents in language other than English

60119 Hearing on sufficiency of instructional materials CODE OF

REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures, especially: 4680-

4687 Williams complaints

*Management Resources:*

WEB SITES

CSBA: <http://www.csba.org>

California County Superintendents Educational Services Association:

<http://www.ccsesa.org>

California Department of Education, Williams case: <http://www.cde.ca.gov/eo/ce/wc>

State Allocation Board, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

Regulation

approved: February 17, 2009

Revised: October 6, 2016, December 6, 2016, **December 6, 2016**

**SANTEE SCHOOL DISTRICT**

Santee, California

## Item I. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS

## Item J. CLOSED SESSION

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

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

1. **Consideration of Student Matter** (Ed. Codes § 35146, 48912 and 48918)
2. **Public Employee Discipline/Dismissal/Release** (Gov. Code § 54957)
3. **Conference with Labor Negotiator** (Gov't. Code § 54957.6)  
*Purpose: Negotiations*  
*Agency Negotiators: Tim Larson, Assistant Superintendent*  
*Employee Organization: Santee Teachers Association (STA)*
4. **Conference with Labor Negotiator** (Gov't. Code § 54957.6)  
*Purpose: Negotiations*  
*Agency Negotiators: Tim Larson, Assistant Superintendent*  
*Employee Organization: Classified School Employees Association (CSEA)*
5. **Conference with Real Property Negotiators** (Gov't. Code § 54956.8)
  - *Elliot Site #2 (Parcel #: APN 366 050 16 - east of landfill; North of West Hills High School – area commonly known as Camp Elliott)*
  - *10335 Mission Gorge Road, Santee 92071 (formerly known as Santee School Site)*
  - *Property adjacent to 9219 Fenway Road, Santee, CA 92071 located at 10201 Settle Road, Santee, CA 92071 (Sycamore Canyon School)*
  - *Sycamore Canyon School, 10201 Settle Road, Santee, CA 92071**Agency Negotiator: Cathy A. Pierce, Superintendent*
7. **Public Employee Performance Evaluation** (Gov. Code § 54957)  
*Superintendent*

## Item K. RECONVENE TO PUBLIC SESSION

## Item L. ADJOURNMENT

Agenda Items I, J, K, and L.