



Santee School District

SCHOOLS:

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

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

**BOARD OF EDUCATION
REGULAR MEETING
A G E N D A
February 1, 2011**

District Mission

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

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<i>During this time, citizens are invited to address the Board of Education about any item <u>not</u> on the agenda. Request-to-speak cards should be submitted in advance. The Board may not take action on any item presented. The Board has a policy limiting any speaker to five minutes. All meetings are tape recorded.</i>	

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

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

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2. California School Employees Association (CSEA) Chapter 557's Initial Proposal to Modify Articles of the Successor Collective Bargaining Agreement with Santee School District Board of Education.	14
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<i>Items listed under Consent are considered to be routine and are acted on by the Board with a single motion. There is no discussion of these items prior to the Board vote unless a member of the Board, staff, or public requests specific items be considered separately. Request to speak cards should be submitted in advance.</i>	
Superintendent	
1.1. <u>Approval of Minutes</u>	16
It is recommended that the Board of Education approve meeting minutes with any necessary modifications.	
Business Services	
2.1. <u>Approval/Ratification of Travel Requests</u>	23
It is recommended that the Board of Education ratify the authorization granted to personnel requesting out-of-district travel as listed.	
2.2. <u>Approval/Ratification of Revolving Cash Report</u>	25
It is recommended that the Board of Education approve/ratify revolving cash checks as listed.	
2.3. <u>Acceptance of Donations</u>	27
It is recommended that the Board of Education accept donations as listed.	
2.4. <u>Authorization to Sell Surplus and/or Dispose of Obsolete Items</u>	28
It is recommended that the Board of Education authorize the sale and/or disposal of miscellaneous unusable and/or obsolete property.	
2.5. <u>E-Rate Competitive Bid Process: Selection of Cox Communication, Inc. as the Vendor for the District's Wide Area Network Services</u>	29
It is recommended that the Board of Education approve the selection of Cox Communication, Inc. as the vendor of choice from the RFP competitive bid process for Wide Area Network Services.	
Human Resources/Pupil Services	
3.1. <u>Personnel, Regular</u>	32
It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations and dismissals.	
3.2. <u>Approval of Readmission of Expelled Students</u>	34
It is recommended that the Board of Education approve the readmission of students.	

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F. DISCUSSION AND/OR ACTION ITEMS	
<i>Members of the audience wishing to address the Board about any of the following items should submit a request to speak card in advance.</i>	
Business Services	
1.1. <u>Approval of Monthly Financial Report</u>	36
It is recommended that the Board of Education approve the Monthly Financial Report.	
1.2. <u>Developer Selection for the Redevelopment of 10335 Mission Gorge Road (Commonly known as the "Santee School Property")</u>	39
It is recommended that the Board of Education select Haagen Company LLC as the Developer for the redevelopment of 10335 Mission Gorge Road (commonly known as the "Santee School Property").	
Educational Services	
2.1 <u>Online Learning Opportunities for Students: University of California Regents On-Line Algebra Course Agreement</u>	43
Administration will provide a presentation on blended learning outcomes for students through future Moodle experiences. Administration recommends the Board of Education approve the course agreement with The Regents of the University of California for online Algebra coursework.	
G. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS	60
H. CLOSED SESSION	61
1. Conference with Labor Negotiator (Govt. Code § 54956.8) <i>Agency Negotiator: Karl Christensen, Assistant Superintendent</i> <i>Employee Organizations: California School Employees Association</i> <i>Purpose: Negotiations</i>	
2. Public Employee Discipline/Dismissal/Release (Govt. Code § 54957)	
3. Conference with Legal Counsel-Existing Litigation <i>(Subdivision (a) of Gov't Code §54956.9)</i> <i>Case # 37-2009-00083936-CU-CO-CTL</i>	
4. Public Employee Performance Evaluation <i>Superintendent</i>	
I. CONVENE TO PUBLIC SESSION	61
J. ADJOURNMENT	61

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 February 15, 2011, at 7:00 p.m. in the Douglas E. Giles Educational Resource Center. Santee School District complies with the Americans with Disabilities Act. If you require reasonable accommodations including alternate formats for this meeting, contact the Superintendent's Office at (619) 258-2304 before the meeting date.

Members present:

Ryan
 Bartholomew
 El-Hajj
 Fox
 Burns

OPENING PROCEDURES ITEM A.

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

2. District Mission

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

3. Pledge of Allegiance

4. Approval of Agenda for the February 1, 2011 regular meeting

Agenda Item A.

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

The following items are presented for Board information:

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

Agenda Item B.

DEVELOPER FEES COLLECTION REPORT
2010-11
CUMULATIVE THROUGH JANUARY 21, 2011

Residential Rate: \$3.46 per square foot over 500 - effective 4/20/10

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

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

COM	RES	ADDRESS	DATE OF COLLECT.	SQUARE FEET	AMOUNT	SCHOOL OF ATTENDANCE
X		10641 Prospect Avenue (DCXcavation, Inc.)	07/12/10	983	\$285.07	PA
	X	1058-1287 Calle R. Tuttle (McMillin)	07/22/10	15,341	\$53,079.86	PD
	X	8498 Mesa Heights Road (Miller)	07/09/10	1,026	\$3,549.96	CFH
	X	Morning View- Phase I (McMillin) Add'l Sq. Footage	09/02/10	210	\$726.60	PD
X		10351 Lunar Lane (Don Witte)	10/21/10	6,720	\$1,948.80	PA
	X	Morning View- 1220 Calle R. Tuttle (McMillin)	11/10/10	3,200	\$11,072.00	PD
	X	Morning View- Phase II (McMillin)	11/10/10	12,924	\$44,717.04	PD
	X	Morning View- Phase III (McMillin)	11/15/10	15,614	\$54,024.44	PD
	X	9438 Kashube Way	11/19/10	3,367	\$11,649.82	CO
TOTAL PAGE 1					\$181,053.59	
TOTAL COLLECTED AS OF JANUARY 21, 2010					\$452,796.59	

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

**Fee Exempt - Senior / Elder Care Facility

***Fee Exempt - Less than 500 square feet

Requests For Use Of Facilities - February 1, 2011						
Group	Location	Date	Days	Time	Attendance	Fees Applied
Cañon Park Santana National Little League	Baseball Fields	1/1/11 - 7/31/11	Mon - Sat	8:00 am - 8:00 pm	285+	\$5.00 per player
Carlton Hills Highland Trails West Hills Little League San Diego Young Aztec Rugby	Classroom Fields Fields	1/31/11 2/1/11 - 6/30/11 1/1/11 - 4/30/11	Monday Mon - Sat Mon - Sat	5:30 pm - 7:30 pm 7:00 am - 8:00 pm 8:00 am - 5:30 pm	15 - 20 20 - 30 20 - 30	\$100.25 \$5.00 per player \$5.00 per player
Carlton Oaks San Diego Young Aztec Rugby Pickwick Players Boy Scouts of America West Hills Little League	Fields Classroom Multi-Purpose Room Fields	1/1/11 - 4/30/11 1/22/11 1/27/11 & 4/28/11 2/1/11 - 6/30/11	Mon - Sat Saturday Thursday Mon - Sat	8:00 am - 5:30 pm 10:00 am - 2:00 pm 7:00 pm - 8:30 pm 7:00 am - 8:00 pm	20 - 30 15 60 20 - 30	\$5.00 per player \$5.00 per player
Chet F. Harritt SPNLL	Ball Fields	1/15/11 - 7/25/11	Mon - Sat	8:00 am - 10:00 pm	100	\$5.00 per player
Hill Creek SPNLL Santana National Little League	Ball Fields Baseball Fields	1/15/11 - 7/25/11 1/1/11 - 7/31/11	Mon - Sat Mon - Sat	8:00 am - 10:00 pm 8:00 am - 8:00 pm	100 285+	\$5.00 per player \$5.00 per player
Pepper Drive SPNLL	Ball Fields	1/15/11 - 7/25/11	Mon - Sat	8:00 am - 10:00 pm	100	\$5.00 per player
PRIDE Academy SPNLL Girl Scouts Santana National Little League	Ball Fields Classroom Baseball Fields	1/15/11 - 7/25/11 1/21/11 - 6/10/11 1/1/11 - 7/31/11	Mon - Sat Friday Mon - Sat	8:00 am - 10:00 pm 6:00 pm - 7:30 pm 8:00 am - 8:00 pm	100 13 285+	\$5.00 per player \$5.00 per player
Rio Seco PTSA Santana National Little League	Multi-Purpose Room Multi-Purpose Room	1/22/11 2/11/11	Saturday Friday	10:30 am - 3:45 pm 5:30 pm - 9:30 pm	140 50 - 100	\$95.50
Santee School San Diego Young Aztec Rugby SPNLL	Fields Ball Fields	1/1/11 - 4/30/11 1/15/11 - 7/25/11	Mon - Sat Mon - Sat	8:00 am - 5:30 pm 8:00 am - 10:00 pm	20 - 30 100	\$5.00 per player \$5.00 per player
Sycamore Canyon West Hills Little League	Fields	2/1/11 - 6/30/11	Mon - Sat	7:00 am - 8:00 pm	20 - 30	\$5.00 per player

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

Santee School District
ENROLLMENT REPORT
1/28/2011
Month 5 Week 4

SCHOOL	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	01/28/11		# Diff	% Diff	01/28/11 SDC	01/29/10 SDC	# Diff SDC	% Diff SDC	Prior Week		Total Diff
										Total Reg	Total Reg							01/28/11 Total All	01/21/11 Total All	
Cajon Park	104	108	108	108	112	106	110	102	132	990	965	25	2.6%	64	37	27	73.0%	1054	1053	1
Carlton Hills	46	43	36	39	44	41	60	88	93	490	497	-7	-1.4%	19	41	-22	-53.7%	509	508	1
Carlton Oaks	85	83	79	65	96	100	101	120	97	826	809	17	2.1%	57	46	11	23.9%	883	885	-2
Chet F. Harritt	80	52	88	53	54	55	62	68	70	582	589	-7	-1.2%	9	10	-1	-10.0%	591	590	1
Hill Creek	93	88	89	88	80	89	85	80	69	761	749	12	1.6%	22	24	-2	-8.3%	783	782	1
Pepper Drive	85	79	74	64	68	74	83	89	80	696	711	-15	-2.1%	9	11	-2	-18.2%	705	711	-6
Prospect	54	65	55	63	49	57	61	61	42	507	487	20	4.1%	0	14	-14	-100.0%	507	506	1
Rio Seco	88	112	106	99	112	96	115	99	90	917	876	41	4.7%	38	23	15	65.2%	955	953	2
Sycamore Canyon	62	51	51	49	33	47	42	0	0	335	329	6	1.8%	0	28	-28	-100.0%	335	335	0
SUBTOTAL	697	681	686	628	648	665	719	707	673	6104	6012	92	1.5%	218	234	-16	-6.8%	6322	6,323	-1
Alternative School	2	4	4	3	2	3	7	6	4	35	37	-2	-5.4%					35	36	-1
Success Academy								4	6	10	4	6	150.0%					10	8	2
NPS										0	0			2	5	-3	-60.0%	2	2	0
EAK**	77									77	102		0.0%					77	73	4
SUBTOTAL	79	4	4	3	2	3	7	10	10	122	143	-21	-14.7%					124	119	5
TOTAL	776	685	690	631	650	668	726	717	683	6226	6155	71	1.2%					6446	6442	4

**5 year olds only

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

	PK	
Cajon Park	1	1055
Chet F Harritt	1	592
Sycamore Canyon	34	369
Total PK	36	

Total Enrollment Including PK
6520

Schedule of Upcoming Events

<i>Date</i>	<i>Event</i>
February 7	Lincoln Holiday Schools and Departments Closed
February 15	Board Meeting 7:00 p.m.
February 21	Washington Holiday Schools and Departments Closed
February 22	Foundation Art Show and Auction 6:00-8:00 p.m. Boys and Girls Club Gymnasium
March 1	Board Meeting 7:00 p.m.
March 15	Board Meeting 7:00 p.m. Student Forum (6:00-6:45 p.m.)
March 23	Business Breakfast 7:45-9:00 a.m.
April 5	Board Meeting 7:00 p.m. Principals meet with Board (6:00-6:45 p.m.)
April 11-22	Spring Break Schools Closed
May 3	Board Meeting 7:00 p.m.
May 16	Board Meeting 7:00 p.m.
May 24	Salute to Excellence Employees of the Year
June 7	Board Meeting 7:00 p.m.
June 9	End-of-Year Employee Celebration
June 21	Board Meeting 7:00 p.m.
June 22	Last Day of School
June 28	Foundation Golf Tournament

Reports and Presentations Item B.2.

Spotlight on Learning: Principal
Presentation from Chet F. Harritt

Prepared by Dr. Patrick Shaw
February 1, 2011

BACKGROUND:

The Principals are responsible for the instructional leadership at their school site in support of student achievement. This year, the Superintendent has asked each Principal to provide a presentation to the Board sharing their goals and professional development focus for the 2010-11 school year.

Tonight, Chet F. Harritt Principal Andy Johnston will present this information to the Board. In addition, Mr. Johnston will share programs and practices that are in place to attain the school's goals for student achievement.

Agenda Item B.2.

PUBLIC COMMUNICATION Item C

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

Agenda Item C.

PUBLIC HEARINGS Item D

Agenda Item D.

Public Hearings Item D.1. Santee School District Board of Education's Initial Proposal to Modify Articles of the Successor Collective Bargaining Agreement with California School Employees Association (CSEA) Chapter 557

Prepared by Minnie Malin
February 1, 2011

Copies of the Board of Education's proposal have been posted for the public to read at the Santee Public Library, Santee Chamber of Commerce, Santee City Hall, District Education Center and all school site offices.

Section 3547 of the Government Code requires that the District hold a public hearing in matters of employee organization negotiation proposals. The public hearing on the proposal has been scheduled for tonight.

Agenda Item D.1.

Public Hearings Item D.2. California School Employees Association (CSEA)
Chapter 557's Initial Proposal to Modify Articles of the
Successor Collective Bargaining Agreement with
Santee School District Board of Education

Prepared by Minnie Malin
February 1, 2011

Copies of the California School Employees Association (CSEA) Chapter 557's proposal have been posted for the public to read at the Santee Public Library, Santee Chamber of Commerce, Santee City Hall, District Education Center and all school site offices.

Section 3547 of the Government Code requires that the District hold a public hearing in matters of employee organization negotiation proposals. The public hearing on the proposal has been scheduled for tonight.

Agenda Item D.2.

CONSENT ITEMS Item E.

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

Agenda Item E

Consent Item E.1.1. Approval of Minutes
Prepared by Dr. Patrick Shaw
February 1, 2011

BACKGROUND:

Presented for Board approval –

- January 18, 2011, regular meeting minutes

RECOMMENDATION:

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

Motion:

Second:

Vote:

Item E.1.1.

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

January 18, 2011
MINUTES

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

A. OPENING PROCEDURES

President Ryan called the meeting to order at 7:00 p.m. and invited the audience to read the District Mission Statement with her.

Members present:

Barbara Ryan, President
Dan Bartholomew, Vice President
Dianne ElHajj, Clerk
Ken Fox, Member
Dustin Burns, Member

Administration present:

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

President Ryan invited Joe Spencer, a Rio Seco parent, to lead the members, staff, and audience in the Pledge of Allegiance.

It was moved and seconded to approve the agenda.

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

B. REPORTS AND PRESENTATIONS

1. Superintendent's Report

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

2. Principal Presentation from PRIDE Academy

PRIDE Principal Stephanie Southcott and Intern Tammy Marble presented information about student achievement through a Purposeful, Rigorous, Innovative, Dynamic Education (PRIDE) for all. PRIDE Academy is maintaining an API over 800. Under the leadership of the Principal, staff has fine-tuned learning components to improve student achievement using teacher created mid-trimester assessments, fluid Universal Access, Spiral Review, and six-week monitoring of students in grades 1-6 in LA and math, tracking student proficiency. A grade 7-8 integrated classroom was implemented this year with a focus on collaboration and technology integration.

Character Education includes Tip of the Hat, monthly celebrations, small group character education, PRIDE families, and college flags posted throughout the campus. Students continue to show growth in trimester 1 District assessment in Language Arts and math. Administration is continuing refinement of Project Based Learning and technology integration. New things this year at PRIDE Academy are EAK on campus, IPOD program expansion, partnership in Education with the Navy, the Sony donation of 19 new laptops, and modernization.

Member Burns thanked Mrs. Marble for her work with students. On a recent visit, the 6th grade teachers and kids shined during an assembly. Member Fox said on his visit he was impressed with what he saw the students doing in classrooms.

President Ryan asked if the National Children's Study was active at their school. Mrs. Southcott said she was asked to participate in community forums and the study group is connecting with the PTA and parents.

President Ryan introduced Mr. Ted Rijo from Sony who was instrumental in the donation of 19 laptops to PRIDE academy. Mr. Rijo was presented with a certificate of appreciation from the Board of Education and Board Members thanked Mr. Rijo and Sony for their partnership and donation that will greatly impact the student learning at PRIDE Academy.

3. Presentation of the Santee School District Board of Education's Initial Proposals to Modify Articles of the Successor Collective Bargaining Agreement with California School Employees Association (CSEA) Chapter 557
4. Presentation of the California School Employees Association (CSEA) Chapter 557's Initial Proposals to Modify Articles of the Successor Collective Bargaining Agreement with the Santee School District Board of Education

D. PUBLIC COMMUNICATION

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

E. PUBLIC HEARINGS

1. **School Accountability Report Card (SARC) Timeline Extension Waiver Request to the California Department of Education**

President Ryan opened the public hearing for a timeline extension waiver request to the California Department of Education for the School Accountability Report Cards (SARC). There were no comments from the public. President Ryan closed the public hearing.

F. CONSENT ITEMS

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

- 1.1. **Approval of Minutes**
- 2.1 **Approval/Ratification of Travel Requests**
- 2.2. **Approval/Ratification of Expenditure Warrants**
- 2.3. **Approval/Ratification of Purchase Orders**
- 2.4. ***Pulled for Separate Consideration***
- 3.1. **Adoption of Resolution Approving and Authorizing Joint Exercise of Powers Agreement for Facility Planning and Construction Projects (FACJPA) and Approval to Join School Facilities JPA**
- 3.2. **Approval of WEST (Western Environmental and Safety Technologies, Inc.) for Annual Hazmat Materials Removal and Abatement Monitoring during Construction**
- 3.3. **Approval of Site DSA Inspector IOR – Hendrix, California School Construction Services**
- 3.4. **Approval of Services by Ninyo & Moore Materials and Testing Labs**
- 4.1. **Approval to Submit School Accountability Report Card (SARC) Timeline Extension Waiver Request to the California Department of Education**
- 4.2. **Approval of 2010-11 Consolidated Application, Part II**
- 4.3. **Approval of 2010-11 School Site Fundraising Plans**
- 4.4. **Approval of Revised Progressus Therapy, LLC Agreement for Occupational Therapy (OT) Services**
- 5.1. **Personnel, Regular**

It was moved and seconded to approve Consent Items with the exception of Item E.2.4.

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

- 2.4. **Acceptance of Donations (*Pulled by Member Burns for Separate Consideration*)**

Member Burns asked if a thank you is sent to those listed who have donated funds or resources to the District. Mrs. Vail said the Administrative Secretary of Business Services sends each listed Donator a thank you letter from the District. Member El-Hajj moved approval.

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

G. DISCUSSION AND/OR ACTION ITEMS

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

1.1. Update on Governor's State Budget Proposal

Karl Christensen provided a report on the Governor's budget proposal presented on January 10, 2011. The State projects a deficit of over \$25 billion for 2010-11 and 2011-12. Governor Brown purposes to close the gap with revenue increases and expenditure cuts. The cause of this great deficit is mostly failed budget solutions over the past number of years.

Accounting gimmicks are absent from this proposal although there are major hurdles. The State legislature is bending the definition of some known terms, such as Flat Funding. There is a possibility of \$19 per ADA reduction and the prognosis of additional cuts if the temporary tax increases don't make it to the polls or is not supported by the voters. A District budget will need to be enacted by the Board before we will even know if the tax will be extended in a special election. Administration will continue to move forward with a budget based on the proposed State budget but will provide a multi-year projection with the plan for an additional more than \$2 million in reduction in revenue. President Ryan said it is Governor Brown's intention to protect education as much as possible.

1.2. Summary and Acceptance of 2009-10 Audit Report by Vavrinek, Trine, Day & Co.

Karl Christensen reported the annual required audit has been performed. There were no adjustments to the revenue or fund balance submitted to the Board in September. There were four weaknesses noted in ASB accounting procedures. Business Services is scheduling meeting with Principals and Vice Principals to review the information and put a plan in place to rectify the weaknesses.

Member Burns hopes that it is not made too difficult at the school sites to collect ASB funds. The funds they collect are very important to the schools.

Member Bartholomew said it was a clean report and commended the department on a nice job. Member El-Hajj moved to accept the 2009-10 audit report submitted.

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

2.1. Approval of Amendment No. 2 to Twelfth Amendment (Phase IV – Prospect Avenue School Modernization) to Construction Services Agreement for Lease-Leaseback, Site Lease, and Sublease Agreement

Karl Christensen reported with the \$35 million recently received in State grant funds, staff is moving forward to initiate modernization at three schools, Chet F. Harritt, Hill Creek, and PRIDE Academy. A Guarantee Maximum Price (GMP) was presented for modernization at PRIDE Academy. The final GMP for PRIDE Academy is \$5,852,890 with amendments. Mr. Christensen shared this is an increase from previous work as there are a few obstacles, such as previous contractors who have closed their businesses and a price increase in copper and other metal. The GMP also includes a contingency usage fund and moving costs (which were a separate contract in past modernization). If a savings is realized it will come back into the contingency fund. Barnhart is projecting final completion in December. Michelle Reiner, Barnhart Project Manager, said they are working hard looking for any savings possible. She said the increases are reflected from the large increase in the cost of copper and some slight increase in contractor bids mostly due to prevailing wages. Most contractors are working hard to hold their price or absorb increases.

Member Bartholomew asked if Corovan would be doing the moving. There were some concerns about theft during the last moves. Mr. Christensen said moving is now included in the construction bid and Barnhart will be bidding it out and overseeing the work. Administration believed the moving would be better handled by the contractor to coordinate and supervise the movers. Barnhart has learned more about the coordination and security during the last moves.

Member Burns asked for clarification on the ending date. Mrs. Reiner said Building E will be the starting point and the plan is to work towards completion by the end of summer. Because the summer is short, they may run a little longer for final completion but will be ready for students to return in September.

Member Burns moved to approve Amendment No. 2 to Amendment 12 to the Lease-Leaseback Construction Agreement since the final Guaranteed Maximum Price (GMP) is within the Board-approved Capital Improvement Program budget for these projects.

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

2.2. Approval of Amendment No. 1 to Thirteenth Amendment (Phase IV – Chet F. Harritt Ball Fields) to Construction Services Agreement for Lease-Leaseback, Site Lease, and Sublease Agreement

Karl Christensen presented the Guarantee Maximum Price (GMP) of \$965,521 for the completion of the ball fields at Chet F. Harritt. Completing the ball fields is necessary to vacate the Santee School property in order to move forward to develop the land to provide revenue for the District. It is projected the fields will be available for student use in fall of 2011 and Mr. Christensen has not yet spoken to Pioneer Little League about a start date..

Member Burns does not feel these dollars should be paying for Little League fields, but the District is being held hostage by the City, and if the District does not relocate the fields, we will not be able to realize revenue from the empty site.

Member Burns moved to approve Amendment No. 1 to Amendment 13 to the Lease-Leaseback Construction Agreement since the final Guaranteed Maximum Price (GMP) is within the Board-approved Capital Improvement Program budget for these projects.

Motion: Burns Second: Fox Vote: 5-0

2.3. Payment of Final Invoice to Chevron Energy Solutions for July 31, 2007 Energy Services Agreement

Mr. Christensen reported in July 2007, the Board approved an energy services agreement with Chevron Energy Solutions to conduct an energy audit. In June 2008, the District began pursuing alternative methods for incorporating energy conservation measures into Capital Improvement Program designs and constructively terminated Chevron's services. Working with the District and analyzing the work that was actually completed, Chevron has agreed to reduce the submitted Profit & Overhead from 25% to 15% and corrected the calculation of hours to produce a final invoice totaling \$101,091. Administration recommends payment of this amount to Chevron Energy Solutions to satisfy the requirements of the Agreement. Chevron will sign an unconditional release of any further financial liability for work associated with the Agreement upon receipt of this amount.

Member El-Hajj moved to approve final payment to Chevron Energy Solutions for services rendered and release of further financial liability associated with the July 2007 agreement.

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

2.4. Approval of Amendment No. 1 to Architectural Services Agreement with Trittipio Architecture and Planning

Karl Christensen explained the District recently became aware of some outstanding payments to sub consultants by the Architectural Service. In order to assure that this issue does not arise during continuation of modernization and construction, Trittipio Architectural and Planning has agreed to provide signed releases with each invoice submitted to the District. This is an amendment to the original agreement. Member Burns moved to approve Amendment No. 1 to the Architectural Services Agreement with Trittipio Architecture & Planning.

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

2.5. Approval of Increase of Change Order Contracting Authority

Karl Christensen reported that in March 2008 the Board delegated authority for certain District personnel to authorized change orders associated with the Capital Improvement Program projects. Limits were established as: Director of Facilities-\$25,000, Assistant Superintendent, Business-\$50,000, and Superintendent-\$75,000. In order to expedite Phase II work and adhere to the aggressive timelines and schedules, Administration requested to increase the authorization limits to: Director of Facilities-\$40,000, Assistant Superintendent, Business-\$65,000, and Superintendent-\$90,000. Ratification by the Board will still be required for all change orders.

Member Burns asked if the previous limits were not sufficient in Phase I and why increased limits were

requested. Mr. Christensen said some change orders exceeded those limits and were noted in the audit. Member Burns is not comfortable supporting this unless there is a process built in where the Board is notified of any change orders authorized. President Ryan said if not cautious about change orders, they can add up to a lot of money. Christina Becker explained that if a change order is approved, the cost comes from the contingency fund and is not added to the project cost. The Guaranteed Maximum Price is still in force and the contingency amount will limit the change orders. Mr. Christensen would provide the Board a list of any change orders in a weekly report and all change orders will come to the Board for ratification.

Member Burns moved to approve the recommended increase to the delegation of authority for approving change orders with the stipulation to provide the Board with a report weekly of any change orders.

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

3.1. Approval of School Break Fee Restructure for Project SAFE

Pam Brasher reported that in March of 2010 the Board approved a fee increase to the Project SAFE school break fees. In order to not present parents with a substantial increase at one time to include summer field trips, the fee increase would be structured in phases over a four-year period. The first year, summer of 2010, extra dollars were used to cover the cost increase. The new fee structure showed a significant amount of students attending the field trips and increased enrollment. The Parent Advisory Council has recommended the next phase of the increase (approximately 1/3 of the actual cost) be implemented for the Summer 2011 program. The remaining 2/3 of the cost will be covered by carry over dollars in the Project SAFE budget. Member El-Hajj moved to approve the school break fee restructure.

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

3.2. Approval to Restore Work Hours for Identified Classified Non-Management Positions

Minnie Malin reported that in order to provide adequate assistance and support to the Director of Facilities/Maintenance/Operations during Phase II of modernization and construction, Administration recommends restoring the hours to the Senior Buyer and Lead Custodian positions that were reduced during budget reductions. This support is needed and a lesser cost than hiring a Director for the Maintenance and Operations department. Member El-Hajj moved to approve the restoration of work hours for the classified non-management positions of Senior Buyer and Lead Custodian.

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

H. BOARD COMMUNICATION

Member Burns shared that in the last couple of weeks he has had awesome visits to two schools. The Principals are proud to share and having great conversations about how they are moving their kids in student achievement.

Member Bartholomew volunteered for Santee Santas over the holidays. He noticed there are many school district employees who also volunteered. He would like to acknowledge the District employees who volunteered. Dr. Shaw will work on a plan to acknowledge the employees.

Ken Fox shared that during the Santee Santas food drive, Michael's grill donated food to feed some of the needy families. The goal for next year is to get more businesses involved, open City Hall, and feed more people.

Member Burns suggested communicating with the Pepper Drive community that the Board has not forgotten them but their hands are tied at this time waiting for State matching funds. Dr. Shaw said that there is a plan to paint Pepper Drive this summer. He will also be discussing with the Board scheduling visits to the schools by Executive Council and Board Members in February to share goals for the year in both Budget and Capital Improvement.

President Ryan reported that she and Dr. Shaw visited Assembly Member Brian Jones to present the Board's legislative goals. Assembly Member Jones was very receptive to the legislative goals and was especially interested in the Open Enrollment Act (Romero Bill) and list of 1000 low performing schools. He requested more information and said he would help support us. San Rafael is authoring a bill and Brian Jones may help co-author.

Dr. Shaw reported on planning for a Saturday School program to capture funding lost by student absences. Sites are currently in the process of sending out information to parents. Each school will try one Saturday program. Participation by teachers is voluntary and dependent on enough students participating in the program. At modernized schools, with independent HVACs, 30 students per teacher are required to see a profit. At non-modernized schools, it is 35 students per teacher.

President Ryan asked Board Members if they received the communication from Dianne Jacob. Supervisor Jacob sent an invitation to Board member to attend an event.

I. CLOSED SESSION

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

1. **Conference with Labor Negotiator** (Govt. Code § 54956.8)
Agency Negotiator: Karl Christensen, Assistant Superintendent
Employee Organizations: California School Employees Association
Purpose: Negotiations
2. **Conference with Real Property Negotiator**
Property: Santee School Site, 10335 Mission Gorge Road, Santee
District Negotiator: Karl Christensen, Assistant Superintendent, Business Services
Negotiating Parties: Haagen Company, LLC and Shea Properties
Under Negotiation: Price and terms of payment
3. **Conference with Legal Counsel-Existing Litigation**
(Subdivision (a) of Gov't Code §54956.9)
Case # 37-2009-00083936-CU-CO-CTL

The Board entered closed session at 8:29 p.m.

J. RECONVENE TO PUBLIC SESSION

The Board reconvened to public session at 9:20 p.m. No action was reported.

K. ADJOURNMENT

The January 18, 2011 regular meeting adjourned at 9:20 p.m.

Consent Item E.2.1. Approval/Ratification of Travel Requests
Prepared by Karl Christensen
February 1, 2011

BACKGROUND:

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

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

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

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

RECOMMENDATION:

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

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The estimated travel expenses are \$1,953, with additional substitute costs of \$630, as disclosed on the following page.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.2.1.
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Board Travel Report - February 1, 2011

Travel Dates	Attendees	Site or Dept	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Overnight, Out-of-State, Air Travel
Mon-Tues. 01/24/11 - 01/25/11	Candy Stotz	CH	On The Road To College	San Diego	\$0	\$409	Santee Cares	This workshop will provide data and ways to support children with information for potential career and college options.
Monday 01/31/11	Patty Wilber Nancy Knudson	HC HC	2011 Holocaust Education Conference: The Practice of "Never Again"	USC	\$0 \$105	\$40 \$40	School/Library Improvement School/Library Improvement	This workshop will educate about the Holocaust and will provide survivor accounts.
Saturday 02/12/11	Minnie Malin Karen Ortega Kathleen Grenfell	HR HR HR	2011 Brings Many Important Changes To Workplace Laws	La Jolla	\$0 \$0 \$0	\$47 \$47 \$47	Human Resources Human Resources Human Resources	This workshop will provide a update on employment law changes.
Tuesday 02/15/11	Rachael Pabis	PA	Teaching Individuals with ASD to Effectively Read and Respond to Social Context	San Marcos	\$0	\$94	Title I	This workshop will provide instructional strategies to effectively teach children with autism spectrum disorders (ASD)
Thursday 03/10/11	Robyn Botticelli	PA	Working with Students with Asperger's Syndrome: Practical Strategies for the Classroom	San Marcos	\$105	\$94	Title I	This workshop will provide information on characteristics associated with Asperger's Syndrome.
Friday 03/11/11	Robyn Botticelli Jera Fusi	PA PA	Practical Magic: Effective Behavior Management Skills for the Classroom	San Marcos	\$105 \$105	\$94 \$94	Title I Title I	This workshop will provide practical solutions for increasing student compliance, decreasing disruption, and preventing aggression
Mon-Fri. 02/07/11 - 02/11/11	Meredith Riffel	Collaborative	CADCA National Leadership Forum	National Harbor	\$0	*\$0	*All Expenses Paid by Santee Solutions	This forum will provide leadership training and is a requirement of the grant.
Wed-Sat. 03/16/11 - 03/19/11	Lisa McCol Tiffani Brown Laura Spencer	RS RS Ed Services	Computer Using Educators 2011 Conference	Palm Springs	\$0 \$210 \$0	\$248 \$248 \$451	School Library Improvement School Library Improvement Ed Services	This multi-day conference will focus on the latest technologies for 21st Century learners. Ms. McCol is presenting at the conference

Consent Item E.2.2. Approval/Ratification of Revolving Cash Report
Prepared by Karl Christensen
February 1, 2011

BACKGROUND:

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

RECOMMENDATION:

Administration recommends approval of checks #22171 through #22173 on the \$15,000 Revolving Cash Account.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact is \$126.60 as disclosed on the following report.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.2.2.
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**SANTEE SCHOOL DISTRICT
REVOLVING CASH REPORT- \$15,000**

Date	Number	Name	Memo	Amount
01/11/11	22171	BOLTON & CO. INSURANCE	6th GRADE CAMP INSURANCE- CH	34.80
01/11/11	22172	BOLTON & CO. INSURANCE	6th GRADE CAMP INSURANCE- SC	22.20
01/11/11	22173	BOLTON & CO. INSURANCE	6th GRADE CAMP INSURANCE- CP	69.60
Total Checks Written				\$126.60
Total to be Reimbursed				\$126.60

Consent Item E.2.3 Acceptance of Donations
 Prepared by Karl Christensen
 February 1, 2011

BACKGROUND:

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

<i>Item</i>	<i>Approximate Value</i>	<i>Donated By</i>	<i>Designated For Use At</i>
Funds to Support the Instructional Program and Supplement Classroom Supplies	\$2,500.00	The Hartford	Rio Seco School
Funds to Support the Literacy Center	\$1,500.00	Rio Seco PTSA	Rio Seco School
TOTAL DONATIONS RECEIVED	\$4,000.00		

RECOMMENDATION:

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

This recommendation supports the following District goals:

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

FISCAL IMPACT:

The donation above is valued at \$4,000.00.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.2.3.
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Consent Item E.2.4. Authorization to Sell Surplus and/or Dispose of Obsolete Items
Prepared by Karl Christensen
February 1, 2011

BACKGROUND:

Education Code Section 39520 states, "The governing board of any school district may sell for cash any personal property belonging to the district if the property is not required for school purposes, if it should be disposed of for purposes of replacement, or if it is unsatisfactory or not suitable for school use."

Administration recommends that miscellaneous unusable and/or obsolete property such as a Maintenance and Operation truck, old furniture, equipment, appliances, and computers, etc., be declared surplus, disposed of and/or sold. Without Santee School, or the Archives building, there is no available storage areas for staging such items and all cargo containers are full.

Administration recommends that miscellaneous unusable and/or obsolete property along with the items referenced above be declared surplus and action taken to dispose of the items either by sale, donation, or disposal.

RECOMMENDATION:

It is recommended that the Board of Education authorize the sale and/or disposal of miscellaneous unusable and/or obsolete property.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

It is estimated that the surplus sale/disposal of miscellaneous unusable and/or obsolete property will net the District approximately \$2,000. The exact amount is unknown.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.2.4.
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Consent Item E.2.5.
Prepared by Karl Christensen
February 1, 2011

E-Rate Competitive Bid Process: Selection
of Cox Communication, Inc. as the Vendor
for the District's Wide Area Network
Services

BACKGROUND:

As required by E-Rate Services (USAC) for funding year 2011-12, the District submitted the Form 470 Application to open a competitive bid process for the District's Wide Area Network Services. The Request for Proposal was posted on USAC's website on December 7, 2010 with a closing date of January 21, 2011.

The Request for Proposal called for the following services:

- a. Fiber optic data connection between the District Office and the 8 school sites (Rio Seco is connected by District-owned fiber optic cable);
- b. Fiber optic data connection between the District Office and the San Diego County Office of Education; and
- c. Link between site to be at 100mbps (megabits per second) with the option to increase bandwidth up to 1,000mbps.

COX Communication, Inc. was the only vendor responding to the RFP. They are the vendor that is presently supporting the District's existing Wide Area Network Services.

RECOMMENDATION:

It is recommended that the Board of Education approve the selection of Cox Communication, Inc. as the vendor of choice from the RFP competitive bid process for Wide Area Network Services. Choosing COX Communication, Inc. has the following advantages:

- a. Networking equipment is already in place at all sites;
- b. COX WAN network was just recently upgraded with new CISCO equipment;
- c. COX Communication is an active Educational Partner with multiple grants; and
- d. A reduction in service cost from \$22,405 per month to \$15,113 per month.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact is \$181,353.40 annually. E-rate funding will cover approximately 56% of the cost resulting in a net cost to the District of \$79,795.48. Selection of Cox Communication, Inc. as vendor of choice through the Form 470 Competitive Bid Process will ensure the funding commitment from E-Rate for the Funding Year 2011-12.

STUDENT ACHIEVEMENT IMPACT:

Selection of Cox Communication, Inc. and funding commitment from E-Rate will ensure network services to the school sites and internet access for the District through the San Diego County of Education.

Motion:		Second:		Vote:		Agenda Item E.2.5.
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Wide Area Network Cost
(include all costs including taxes and fee)

School / Site	Monthly Cost at 100 mbps to each school/site	Monthly Cost at 1000 mbps to each school/site
Cajon Park School	\$1470	\$2900
Carlton Hills School	\$1470	\$2900
Carlton Oaks School	\$1470	\$2900
Chet F. Harritt School	\$1470	\$2900
Hill Creek School	\$1470	\$2900
Pepper Drive School	\$1470	\$2900
Prospect Ave School	\$1470	\$2900
Sycamore Canyon School	\$1470	\$2900
District Office	\$1470	\$2900
San Diego County of Education	\$1470	\$2900
Sub-Total	\$14,700	\$29,000
Taxes and Applicable Fees (Estimated)	\$412.78	\$814.32
Grand Total with Taxes and Fees	\$15,112.78	\$29,814.32

* Cox can also offer a 250 Mb Metro E for \$2400 MRC/circuit.
Cox can also offer a 500 Mb Metro E for \$2700 MRC/circuit.

Consent Item E.3.2. Approval of Readmission of Expelled Students
Prepared by Minnie Malin
February 1, 2011

BACKGROUND:

In accordance with California Education Code Section 48916, students who are expelled must complete ordered elements of their rehabilitation plans and apply for readmission to regular student status. Confidential reports of the compliance of expelled students with each student's rehabilitation plan have been provided to the Board.

The Board must approve the readmission of expelled students in accordance with California Education Code Section 48916.

RECOMMENDATION:

The administration recommends that the Board of Education approve readmission of students #16-09 and #17-09.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

There is no fiscal impact to the District general fund.

STUDENT ACHIEVEMENT IMPACT:

The students will return to regular status and realize the completion of their rehabilitation plans.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.3.2.

DISCUSSION AND/OR ACTION ITEMS Item F.

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

Agenda Item F

Discussion and/or Action Item F.1.1. Approval of Monthly Financial Report
Prepared by Karl Christensen
February 1, 2011

BACKGROUND:

Administration has prepared the accompanying Monthly Financial Report covering the period December 1, 2010 through December 31, 2010 for the Board of Education's review and comments. The statements are prepared on a cash and modified accrual basis and include the District's revenue, expenditure, and cash activities.

RECOMMENDATION:

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

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The Monthly Financial Report shows a beginning cash balance of \$4,777,911; cash receipts of \$8,786,752; and disbursements of \$3,600,352 are reflected for the period of December 1, through December 31, 2010, resulting in an ending cash balance of \$9,964,310 as of December 31, 2010.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item F.1.1.
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MONTHLY FINANCIAL REPORT - DECEMBER

1

CASH REPORT FOR DECEMBER

		Actual	Projected
Beginning Cash Balance as of November 30, 2010		\$4,777,911	\$5,460,026
INCOME			
A. Revenue Limit Sources			
	State Aid	\$ 3,937,726	
	Property Taxes	3,002,863	
		6,940,589	
B. Federal Income			
	ARRA IDEA	12,045	
	Federal Funding	173,044	
		185,089	
C. State Income			
	Unres. State Funding	203,909	
	CSR	611,006.00	
	EIA	129,210.00	
	HTS Transportation	31,421	
		975,546	
D. Local Income			
	Other Local Income	57,513	
	Spec ED	628,015	
		685,528	
E. Due to/Due from other funds		-	
F. Debt Proceeds		-	
TOTAL INCOME		\$8,786,752	\$7,676,446
Beginning Balance Plus Income		\$13,564,663	\$13,136,472
DISBURSEMENTS			
F. Commercial Warrants	\$	226,857	
G. Payroll Warrants		2,687,075	
H. Statutory Employee Benefits		429,578	
I. Health & Welfare		210,181	
J. Other Outgo		46,662	
TOTAL DISBURSEMENTS		\$ 3,600,352	\$4,036,023
Ending Cash Balance as of December 31, 2010		\$9,964,310	\$9,100,449





**Budget Revisions
Through December 31, 2010
2010-11 Revised Budget**

	<u>Unrestricted</u>	<u>Restricted</u>	<u>Total</u>
Beginning Fund Balance	6,817,102	101,959	6,919,060
Estimated Income	33,573,213	12,831,084	46,404,297
Estimated Expenditures	<u>33,468,689</u>	<u>12,399,076</u>	<u>45,867,765</u>
Change in Fund Balance	104,524	432,008	536,532
Projected Ending Fund Balance	6,921,626	533,967	7,455,592
Less: Designation for Restricted Programs Carryovers	-	533,967	533,967
Less: Designation for Prepaid Expenses	375,869		375,869
Less: Designation for Revolving Cash	15,000		15,000
Less: Designation for Stores Inventory	26,258		26,258
Less: Reserve for Vacation Carryover	208,676		208,676
Less: Reserve for Economic Uncertainty	1,376,033		1,376,033
Less: Reserve for State Budget Uncertainty	1,612,830		1,612,830
Undesignated/Unappropriated/Unreserved Fund Balance (Uncommitted)	3,306,959	-	3,306,959
Fund 17 Projected End of Year Balance	<u>2,853,080</u>		<u>2,853,080</u>
Projected Reserves	<u>6,160,039</u>	<u>-</u>	<u>6,160,039</u>
As a % Estimated Expense Total	16.43%		
* Projected Reserve % 2011-12	12.28%		
* Projected Reserve % 2012-13	1.38%		
* Projected Reserve % 2013-14	-14.36%		



Discussion and/or Action Item F.1.2.
Prepared by Karl Christensen
February 1, 2011

Developer Selection for the Redevelopment of
10335 Mission Gorge Road (Commonly known
as the "Santee School Property")

BACKGROUND:

On May 20, 2003, the Board of Education took action to close Santee School in response to a fiscal crisis and severe declining enrollment at the school. On December 2, 2003, a 7-11 Property Advisory Committee presented a report to the Board recommending that the Santee School Site be declared as surplus. The Board adopted a resolution declaring the property as surplus on August 17, 2004 and staff began the process of selling the land. Numerous sales efforts took place over the next several years but to no avail.

The District then pursued a waiver from the State Board of Education (SBE) relating to Education Code sections 17455 – 17475. These code sections govern the process for selling or leasing surplus school district property. A waiver of these sections would be needed in order to allow any process other than strict competitive bidding with selection of the highest responsive bidder.

On March 11, 2010, the State Board of Education approved a waiver of these Ed Code sections with the following stipulations:

- Period of request: March 1, 2010 through March 30, 2012
- Not required to select the highest bidder
- The proposal that the Board determines is most desirable shall be selected within 30 to 60 days of the public meeting where the proposals are received and the reasons for that determination shall be identified in public session and included in the minutes of that meeting

At the November 2, 2010 meeting, the Board authorized Administration to disseminate a Request for Proposal (RFP) to seek developers interested in negotiating a Ground Lease for commercial development of the Santee School Site. The RFP was issued with a response submittal deadline of December 16, 2010 at 4:30 p.m. and two (2) responses were received:

- 1. Haagen Company LLC: Received before the deadline**
- 2. Shea Properties: Received 35 minutes after the deadline**

Administration and legal counsel have reviewed and analyzed the submittal documents using the following selection criteria:

#	Criteria	Haagen	Shea
1	Breadth and depth of experience with similar type projects	X	
2	Experience with projects involving public/private participation	X	X
3	Conformity to all material components of RFP	X	
4	Stable and predictable stream of annual revenues	X	
5	Provision of minimum annual guarantee of payments to District	X	
6	Comparatively favorable present value of cash flows	X	
7	Low risk to District	X	

A summary of both proposals are included with this Board item along with an analysis of the present value of cash flows. Based on application of the selection criteria, the submittal from Haagen Company meets all of the selection criteria while the submittal from Shea Properties does not. Therefore, Administration recommends selection of Haagen Company LLC as the developer for the Santee School Site. Upon selection, a Pre-Lease Agreement would be executed that outlines the roles and responsibilities of each party prior to execution of an eventual Ground Lease. The District would not be obligated to enter into a Ground Lease if for any reason the District deems it infeasible or imprudent.

RECOMMENDATION:

It is recommended that the Board of Education select Haagen Company LLC as the Developer for the redevelopment of 10335 Mission Gorge Road (commonly known as the “Santee School Property”).

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact is a minimum of \$250,000 in annual revenue, but more is expected

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item F.1.2.
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Santee School Site RFP Responses December 16, 2010

<u>Component</u>	<u>Haagan Company LLC</u>	<u>Shea Properties</u>
Minimum Annual Guarantee	\$250,000	Not provided
Structure	60 year Ground Lease with initial 30 year term and 6 options to extend for 5 years each	Public/Private Partnership involving Capital Contributions from each party (land from District and equity from Developer for construction) and outside financing with possibility of refinancing or sale to accelerate "payback" of capital contributions
Financial Terms	Monthly or quarterly lease payments of at least the minimum with 50/50 sharing of additional income over initial project proforma	\$500,000 initial consideration to District with distributions to Developer for Return of Equity and Invested Capital then 67% Developer, 33% District split. Presented pattern indicates no distributions to District for 2 years after initial consideration, small distributions for the next 5 years, then larger increasing distributions
Revenue Pattern	Stable and consistent each year	Erratic and different each year
Net Present Value June 2012 through June 2024	\$2,738,501	\$2,647,424
Risk to District	Low	Medium to High
Responsive to All Material Components of RFP	Yes	No
Depth of Experience Demonstrated	Extensive	Limited
History of Successful Projects	<ul style="list-style-type: none"> • 5 recent projects summarized • 12 projects described with public/private participation • 105 projects of various types enumerated • 11 pictorial summaries of projects 	<ul style="list-style-type: none"> • 3 pictorial and narrative projects described as similar developments to Santee School Site. No information provided on experience with public/private participation

Criteria for Selection of Developer

- 1) Breadth and depth of experience
- 2) Experience with projects involving public/private participation
- 3) Conformity to all material components of RFP
- 4) Stable and predictable stream of annual revenues
- 5) Provision of minimum annual guarantee of payments to District
- 6) Comparatively favorable present value of cash flows
- 7) Low risk to District

Analysis of Financial Proposals for Santee School Site Development RFP

Discount Factor:	3.00%														
Calendar Year -->	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024		
Present Value Period -->	0	1	2	3	4	5	6	7	8	9	10	11	12		
Developer	Calculation	Payment	Payment	Payment	Payment	Payment	Payment	Payment	Payment	Payment	Payment	Payment	Payment	Payment	Total
Shea	*Proposal	500,000	0	0	88,230	93,570	99,090	104,750	110,600	408,553	453,206	458,654	484,856	511,852	3,313,361
	Present Value	500,000	0	0	80,743	83,136	85,476	87,726	89,928	322,516	347,345	341,282	350,270	359,003	2,647,424
Haagan	**Proposal	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	3,250,000
	Present Value	250,000	242,718	235,649	228,785	222,122	215,652	209,371	203,273	197,352	191,604	186,023	180,605	175,345	2,738,501
*Not guaranteed															
**Minimum guaranteed															

Discussion and/or Action Item F.2.1. Online Learning Opportunities for Students:
University of California Regents On-Line
Algebra Course Agreement

Prepared by Kristin Baranski
February 1, 2011

BACKGROUND:

Last school year, Mr. Larry Barbary, middle school teacher at Cajon Park School, presented to the Board of Education the student and teacher Moodle experience developed by junior high teachers in Santee School District. Moodle is open source software designed for producing Internet-based courses. Through this experience, Larry's knowledge of outcomes associated with Moodle development has grown.

In January 2011, Mr. Barbary was approved as one of the thirty teachers in San Diego County, middle school – high school, to pilot an online Algebra course created by The National Repository of Online Courses (NROC). The online Algebra course will be hosted through Moodle. In addition to the NROC Algebra course, Larry also has interest in reviewing and as applicable, implementing online mathematics programs provided free to the school district by The Regents of the University of California.

Mr. Barbary's intention for the online Algebra coursework is to provide a blended learning experience for students at Cajon Park School. This blended experience would allow Mr. Barbary to differentiate individual student learning needs and have students continue to apply their knowledge and skills of Algebra in the classroom or at home.

This evening, administration and Mr. Barbary will provide the Board a short presentation on blended learning outcomes for students through future Moodle experiences.

RECOMMENDATION:

Administration recommends Board approval of the course agreement with The Regents of the University of California.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

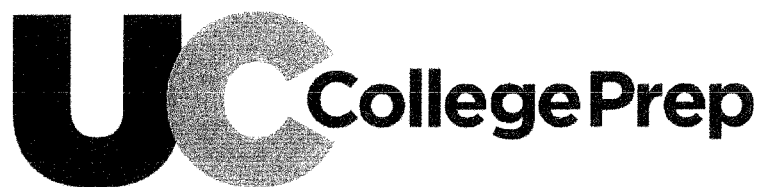
There is no general or District fund impact at this time. NROC and UC Regents courses will be provided to the District at no cost.

STUDENT ACHIEVEMENT

Current research indicates that students not only learn more when online sessions are added to traditional courses, but student interaction and satisfaction improves as well. In addition, the combination of online learning curriculum in the physical setting effectively “buys” the most precious commodity for teachers — time. The blended approach enables teachers to address academic and other concerns on an individual basis.

Motion: _____ Second: _____ Vote: _____

Agenda Item F.2.1.



COURSE LICENSE AGREEMENT

This Course License Agreement (“**Agreement**”) is made and entered into on the date of February 1, 2011 (the “**Effective Date**”) by and between The Regents of the University of California (“**University**”), on behalf of its Santa Cruz campus and the University of California College Prep program (“**UC College Prep**” or “**UCCP**”), and the educational organization Santee School District (“**Licensee**”).

Recitals

WHEREAS, University has received state funding to develop online courses and programs aimed at increasing the eligibility of California students for admission to the University of California and other colleges and universities;

WHEREAS, University has developed high quality interactive online Advanced Placement® and college preparatory courses and provides free online access to courses, content and materials for California students and teachers to use;

WHEREAS, Licensee offers online courses and content to students within its educational organization, school district or school to increase academic performance and college eligibility; and

WHEREAS, University and Licensee desire to upload and adapt UC College Prep courses for Licensee to instruct its students, provide academic resources to teachers, or to provide college prep options to underserved schools.

NOW, THEREFORE, the parties hereby agree as follows:

Definitions

- I. “UC College Prep Course” means courses as set forth on Exhibit A, attached hereto.
- II. “Licensed Course” means a UCCP Course with assessments uploaded and adapted for use on Licensee’s CMS.
- III. “Content” means information, including data, documentation, text, audio, video, graphics, animation, drawings, programming, icons, images, pictures and charts.
- IV. “Licensee-Created Content” means Content Licensee’s own Teachers add to the Licensed Course.

V. "CMS" means the course management system or learning management system that allows Content to be stored and managed so that Teachers and Students can take advantage of various course management tools (grade book, calendars, announcements, etc.), communications tools (forums, whiteboards, etc.), and course progress tracking capabilities.

VI. "Participating School" means a school or program within the Licensee's jurisdiction that is authorized by Licensee to access UC College Prep Courses pursuant to this Agreement.

VII. "Student" means a Student enrolled in a Licensed Course pursuant to this Agreement.

VIII. "Teacher" means a teacher, counselor, administrator, or other educator to whom the Licensee grants access to UC College Prep Courses and/or providing services in association with a licensed Course pursuant to this Agreement.

IX. "UC Online Policy" means the official policy established by UC Admissions for the use of online courses (www.ucop.edu/a-gGuide/ag/).

Terms

1. **Term.** The term of this Agreement shall be from Effective Date through to June 30, 2013 (the "Term"). Thereafter, provided that neither party is in material breach of a material term, this Agreement shall be subject to renegotiation, unless notice of non-renewal has been provided by one party to the other party thirty (30) days prior to the end of the then current term. In the event of renegotiation, the parties shall make reasonable best efforts to reach mutual agreement on any reasonable changes in terms. If, despite best efforts, either party determines that mutual agreement is not feasible, that party shall inform the other party in writing, whereupon any and all obligation to renegotiate shall cease.
2. **Grant of rights.** Subject to the terms and conditions of this Agreement, University hereby grants to Licensee, its Students and Teachers, and Licensee accepts a non-exclusive, royalty-free, terminable (to the extent set forth herein), non-transferable license, for the Term, to copy, display and distribute content for the sole purpose of:
 - 2.1. Uploading royalty-free UC College Prep Courses into the Licensee's CMS;
 - 2.2. Providing access to courses through a Participating School for use by Teachers and Students in California;
 - 2.3. University also grants to Licensee the right to create, copy and distribute derivative works based on Content by preparing Licensee-Created Content. University will own any Licensee-Created Content. University also hereby grants Licensee a non-exclusive, royalty-free, license to the Licensee-Created Content. The Licensee represents and warrants to the extent of the actual knowledge of Licensee:
 - 2.3.1. That the Licensee is the sole and exclusive creator of the material it has added to the derivative works except for copyrighted material in which the Licensee has gained written permission to use from the owner.

- 2.3.2. That the material it has added to the derivative works is original; the Licensee has the full right and authority to enter into this Agreement and grant the rights granted herein to the University and the Licensee has not previously assigned, transferred or otherwise encumbered such rights.
- 2.3.3. That to the best of Licensee's knowledge the derivative works do not infringe upon any statutory or common law copyright or violate any law or government regulation, will contain no matter which will be libelous or otherwise injurious in violation of any right of privacy or any other personal or proprietary right of any third party; will contain no material which to the best of the Licensee' knowledge and belief is inaccurate, or any statement, instruction, material, or formula that involves the foreseeable risk of injury to readers or users of the derivative works.
- 2.3.4. Should any derivative works be used in conjunction of University provided course material, which in the opinion of the University may result in a breach of the foregoing warranties, the University shall have the right to withhold any and all rights given to Licensee under this agreement, upon which Licensee having received written notice from the University shall remove all University course material from Licensee online offerings. Nothing contained herein shall be deemed to impose upon the University any duty of independent investigation, nor shall any independent investigation by the University relieve the Licensee of the Licensee' obligations hereunder.

2.4. No other rights are granted under this license.

- 3. **Reservation of Rights.** UC College Prep specifically reserves the right to exercise its copyright rights in UC College Prep Courses, together with any modifications or derivative works thereof created by UC College Prep or on behalf of UC College Prep in any manner that UC College Prep deems appropriate.
- 4. **Sublicensing.** Sublicensing of UC College Prep Courses or Licensed Courses by Licensee is expressly prohibited.
- 5. **Reports.** Licensee shall provide basic data on usage of UC College Prep Courses and Licensed Courses and student information to UC College Prep as identified in Exhibit C, and subject to the conditions set forth in Exhibit C.

6. UC College Prep Course Conversion.

6.1. **Cost.** The University and Licensee agree that Licensee will be solely responsible for uploading, converting and revising UC College Prep Courses into Licensee's CMS at its expense.

6.1.1. **File Transfer.** University will deliver all content files related to the UC College Prep Courses "as is" (including data, documentation, text, audio, video, drawings, programming, meta-tags, links, icons, images, pictures, charts, and any and all materials intended for use by a student, including without limitation, all learning activities, instructions for completing the same, answer keys, and supplementary or reference materials provided for use by teachers) to Licensee via FTP site or distributors. The content files or course shells shall be used for the sole purpose of converting and uploading the UC College Prep Courses into the Licensee's CMS.

6.2. **Conversion to Licensee CMS.** Certain revisions in both activity type and format may be required to convert the UC College Prep Courses into courses that may be delivered through the Licensee's CMS. Licensee shall convert and upload the UC College Prep Courses to the Licensee CMS at its expense.

6.3. **Shared Converted Courses.** In order to make UC College Prep Courses available to other partners in various CMS formats, University may request Licensee and Licensee will provide copies of converted UC College Prep courses in the CMS format used by Licensee.

6.4. **Course Revisions.** Certain revisions in both text and instructional design may be required to convert and upload the courses to the Licensee's CMS. The parties agree that Licensee shall oversee and perform all the changes required to convert the UC College Prep Courses into the Licensed Courses at its expense.

6.5. **Content Accuracy.** UC College Prep is providing the UCCP Courses "as is." The parties acknowledge that should any Content corrections be necessary, Licensee will use reasonable efforts to notify UC College Prep of the errors prior to or at the time of their correction, but Licensee will be responsible for fixing those errors at its expense.

7. Licensee's Obligations.

7.1. **Equipment.** Licensee's Participating Schools, Teachers and Students will be responsible for all the necessary computer hardware, software, modems, connections to the Internet and other items that are needed for accessing the Licensed Courses, and all costs associated with such access. Technical requirements for running UC College Prep Courses are identified in Exhibit D.

7.2. Deployment of UC College Prep Courses. Licensee must deploy and deliver UCCP Courses in compliance with current UC Online Policy for courses to be accepted by University admissions. UC College Prep courses must be delivered in the sequence identified in its syllabus, which is provided with each UCCP Course, to be considered approved courses.

7.3. Outreach to Underserved Schools. Licensee shall seek to make UC College Prep Courses available to underserved schools within its jurisdiction.

7.4. Compliance with Laws. The University, UC College Prep and Licensee shall comply with all federal and state laws applicable to the parties' performance of this Agreement, including without limitation those regarding student records and personal information of Licensee students and employees, privacy, commercial use of student and employee information and other similar laws, administrative rules and regulations. Without limiting the generality of the foregoing, the University, UC College Prep and Licensee shall comply with FERPA (Family Educational Rights and Privacy Act) and where applicable, the Child Internet Protection ACT (CIPA).

8. UC College Prep's Obligations.

8.1. New Course Versions and Corrections. University will post new versions of UC College Prep Courses and revised or corrected versions of UC College Prep Courses in Moodle shells and HTML format on or before June of each year for download and use by Licensee.

8.2. New or Revised Syllabi. Updated College Board-approved syllabi will be provided on a UC College Prep secure FTP site for download by Licensee in June of each year.

8.3. Format for Reporting Student Data. File formats will be provided to Licensee in June-July of each year for use in categorizing and submitting Student data to UC College Prep (Exhibit C).

9. Intellectual Property.

9.1. Title. The parties agree that the UC College Prep Courses, and any derivative works created, are, and shall at all times remain, the property of University. Licensee shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement.

9.2. Copyright Notice. The parties will identify the Licensed Courses as (i) originally created by University of California College Prep and (ii) copyright is held by The Regents of the University of California, pursuant to the copyright notices provided by University in Exhibit B, attached hereto.

10. Representations and Warranties.

10.1. **Authority.** Each party hereby represents and warrants to the other that, to the best of its knowledge as of the Effective Date, (a) it has the full right, power and authority to enter into and perform this Agreement and to grant the rights herein, (b) it is an organization duly organized, validly existing and in good standing under the laws of its state of organization, and (c) this Agreement has been duly authorized, executed and delivered and constitutes the valid and binding obligation of such party enforceable in accordance with its terms.

10.2. **Warranty of Title.** To the best of its knowledge as of the Effective Date, UC College Prep represents and warrants to Licensee that University holds all rights necessary to use the UC College Prep Courses and grant each of the licenses described herein.

10.3. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, UNIVERSITY AND LICENSEE MAKE NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR THAT USE OF THE LICENSED MATERIALS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY OF A THIRD PARTY. NOTHING IN THIS AGREEMENT CONFERS BY IMPLICATION, ESTOPPEL OR OTHERWISE ANY RIGHTS IN UNIVERSITY'S OR LICENSEE'S INTELLECTUAL PROPERTY EXCEPT AS EXPRESSLY SET FORTH THEREIN.

11. LIMITATION OF LIABILITY.

11.1. EXCEPT AS EXPRESSLY PROVIDED HEREIN, AND IN SECTION 12 OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE LICENSED MATERIALS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

12. Indemnification.

12.1. Licensee shall indemnify, defend and hold harmless University, its officers, agents and employees from and against any and all liability, loss, expense, including reasonable attorneys' fees and costs, and damages arising out of Licensee's performance of this Agreement, but only in proportion to and to the extent that such liability, loss, expense, attorneys' fees, costs and damages are caused by or result from the negligent or intentional acts or omissions of Licensee, its officers, agents, or employees.

12.2. University shall indemnify, defend, and hold harmless Licensee, its Board of Education, officers, agents, and employees from and against any and all

liability, loss, expense, including reasonable attorneys' fees and costs, and damages arising out of University's performance under this Agreement, but only in proportion to and to the extent that such liability, loss, expense, attorneys' fees, costs and damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents, or employees.

13. Default and Termination.

- 13.1. Either party may terminate this Agreement at any time for any or no reason by giving the other thirty (30) days' prior written notice.
- 13.2. If Licensee fails to make reasonable efforts to provide student data (as required in paragraph 5 to University within thirty (30) days after written notice that the same is overdue and reportable, or if Licensee fails to observe, keep, or perform any other material provision of this Agreement, and having been notified by University thereof, has failed to cure, or to diligently commence to cure, such failure within thirty (30) days thereof, University shall have the right to terminate this Agreement and the license granted herein.
- 13.3. In the event of termination of this Agreement, Licensee shall cease to exercise all rights to the UC College Prep Courses and materials and shall return or destroy all copies of the UC College Prep Courses; provided, however, any Student then enrolled in a UC College Prep Course or Licensed Course shall be permitted to complete such UC College Prep Course or Licensed Course notwithstanding any termination of this Agreement by University. Licensee will provide University with written notice, signed by an officer of the school Licensee, describing the procedures undertaken to comply with the requirements of this Article.

14. Notices.

- 14.1. Any notice required to be given to either party shall be deemed to have been given and to be effective (a) on the date of delivery, if delivered in person; or (b) five (5) days after mailing, if mailed by first-class certified mail, postage paid, to the respective addresses given below, or to such other address as it shall designate by written notice to the other party.

UC COLLEGE PREP

Rafael Granados, Executive Director
University of California College Prep
2155 Delaware Avenue, Suite 100
Santa Cruz, CA 95060
Phone: 831-460-3006
Email: rafaelg@uccollegeprep.org

LICENSEE CONTACT

Name: Kristin Baranski
Title: Director II, Educational Services
Address: 9619 Cuyamaca St., Santee, CA 92071
Phone: 619-258-2351
Email: kbaraski@santee.k12.ca.us

15. **Use of Names.**

- 15.1. Nothing in this Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise any trademark, trade name, service mark or the name of "University of California" or "The Regents of the University of California" or any abbreviation thereof except as permitted below.
- 15.2. Licensee's use of The Regents' name as part of copyright or other proprietary notices identified in Exhibit B shall not be restricted.
- 15.3. Any proposed use of the name of the University of California, University of California Santa Cruz campus and any other University of California campus, UC College Prep, or any abbreviation thereof, is subject to review and prior written approval by University in University's sole discretion.

16. **Governing Law.**

- 16.1. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. **Entire Agreement.**

- 17.1. This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements with respect to the subject matter hereof.

18. **Modifications.**

- 18.1. Any modifications to this Agreement must be in writing and signed by both parties.

19. **Waiver.**

- 19.1. The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition. None of the terms, covenants, and conditions of this Agreement can be waived except by the written consent of the party waiving compliance.

20. Assignment.

20.1. This Agreement shall not be assigned by Licensee to third parties without the prior written consent of University.

21. Severability.

21.1. The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of law, this shall not in any way affect the validity or enforceability of the remaining provisions.

22. Survival.

22.1. Sections 4-12, 13, 15, and 22 will survive any termination or expiration of this Agreement.

23. Authority.

23.1. Licensee represents that the individual who executes this Agreement on behalf of Licensee is authorized to do so by Licensee. University represents that the individual who executes this Agreement on behalf of University is authorized to do so by University.

24. Publicity.

24.1. Following execution of this Agreement, University may issue an informational press release concerning the Agreement, provided that the wording of such press release is approved, in advance, in writing by both parties.

25. Relationship.

25.1. This Agreement shall not be construed as creating a partnership, joint venture, agency relationship, or granting a franchise under either federal or state laws.

26. Effective Date.

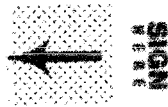
26.1. This Agreement shall become effective upon the date on which the last party executes this Agreement ("Effective Date").

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA**

Rafael Granados
Executive Director
UC College Preparatory
Date:

LICENSEE _____



Name Karl Christensen
Job Title: Assistant Superintendent, Business Services
Date: February 1, 2011

EXHIBIT A

UC College Prep Courses

UC College Prep courses come in HTML and as Moodle course shells. Moodle shells can be loaded into a private Moodle instance on a proprietary server or loaded into the K12 High Speed Network's free version of Moodle in Galaxy.

Please identify how you plan to host the courses/content to host UCCP courses by checking the appropriate box:

- Moodle on licensee proprietary server (for use on licensee server)
 - Moodle on K12HSN's Galaxy (<http://www.k12hsn.org/calaxy/moodle/>)
 - HTML for loading into CMS (Blackboard, Angel, etc.)
-

Licensee is provided access to the following courses:

Pre-Algebra (2010)*

Algebra I (2010)**

Algebra II (2010)*

Biology

Physics

Pre-Calculus (2010)*

Statistics (2010)*

U.S History

U.S. Government & Politics

Honors Physics

AP Biology

AP Calculus AB

AP Calculus BC

Cálculo General (AP Calculus AB in Spanish)

AP Computer Science A (2010)*

AP Environmental Science

AP Physics B

AP Physics C

AP Statistics (2010)*

AP U.S. Government & Politics

AP U.S. History

* new course

** revised course

EXHIBIT B

Required Copyright Notice and Credits

The University of California College Prep Courses and the Licensee-Based Courses shall include the following credit in a conspicuous location in the course itself and in any written documentation:

“The content of these courses was originally developed by the University of California College Prep (UCCP).”

The UCCP Courses and Licensee-Based Courses shall also include the following copyright notice:

“Copyright 2010 The Regents of the University of California. All rights reserved.”

EXHIBIT C

Reporting

Licensee will report to University by August 1 of each year the aggregated student usage of UCCP Courses for previous year, including:

- (a) Total number of Students enrolled in all UCCP Courses
- (b) Total number of Students enrolled in each UCCP Course
- (c) Total number of Students who completed all UCCP Courses
- (d) Total number of Students who completed each UCCP Course
- (e) Number of enrolled Students who took Advanced Placement exam
- (f) Number of enrolled Students who passed AP exam (optional)

For each student who enrolled in a UC College Prep course for credit, the Licensee will provide the following information:

- (1) Student last name
- (2) Student first name
- (3) Student date of birth
- (4) Student zip code
- (5) Student school CDS code
- (3) Student's highest grade level during reported year
- (4) UCCP course

EXHIBIT D

Technical Requirements

Basic, practical requirements for online courses include:

- Regular access to a computer with a modem or direct network connection
- Comfort with computers and the Internet, including e-mail and Web browser software
- Ability to download, install, and do basic troubleshooting of computer software
- Ability to learn through "virtual" interaction with an instructor and other students

Technical Readiness Checklist

Please review the following checklist to make sure that computers are adequately prepared for UCCP courses.

PC Requirements

Processor: Pentium 4 or better. 1.6 GHz or faster (AMD or Intel) recommended.

Memory: 512 Mb minimum; 1 GB or more recommended.

Operating System: Windows 2000 minimum; Vista or XP recommended.

Monitor: Support for 1024 x 768 pixel resolution and 16-bit high color.

Audio: Sound card and speakers/headphones

Internet: Reliable access to the Internet, connection at 56.6 Kbps or better. DSL or better highly recommended. Please note: For Multimedia courses, a high speed internet connection (DSL or better) is required.

Web Browser:

- o Internet Explorer 6 or higher recommended, or
- o Netscape Navigator 7 minimum; Netscape Browser 8.1 or higher recommended.

JavaScript and cookies must be enabled.

- o Mozilla Firefox 2 or above

Plug-ins (Links are to free product download sites):

- o Adobe Reader
- o Macromedia Flash Player
- o RealPlayer
- o QuickTime Player
- o Java 2 Runtime Environment (J2RE), Standard Edition.

Macintosh Requirements

Processor: 1GHZ G4 or above recommended.

Memory: 512 MB RAM recommended

Operating System: Apple Mac OS X or newer

Monitor: Support for 1024 x 768 pixel resolution and 16-bit high color.

Audio: Sound card and speakers/headphones

Internet: Reliable access to the Internet, connection at 56.6 Kbps or better. DSL or better highly recommended. Please note: For Multimedia courses, a high speed internet connection (DSL or better) is required.

Web Browser:

- o Safari browser with MacOS 10.3 or above.

- o Mozilla Firefox + 2 or above

Plug-ins (Links are to free product download sites):

- o Adobe Reader

- o Macromedia Flash Player

- o RealPlayer

- o QuickTime Player

- o Java 2 Runtime Environment (J2RE), Standard Edition

BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS Item G.

Agenda Item H.

CLOSED SESSION Item H.

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

The Board will go into Closed Session to discuss:

1. **Conference with Labor Negotiator** (Govt. Code § 54956.8)
Agency Negotiator: Karl Christensen, Assistant Superintendent
Employee Organizations: California School Employees Association
Purpose: Negotiations
2. **Public Employee Discipline/Dismissal/Release** (Govt. Code § 54957)
3. **Conference with Legal Counsel-Existing Litigation**
(Subdivision (a) of Gov't Code §54956.9)
Case # 37-2009-00083936-CU-CO-CTL
4. **Public Employee Performance Evaluation**
Superintendent

RECONVENE TO PUBLIC SESSION Item I.

ADJOURNMENT Item J.