



# 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 AGENDA March 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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<b>A. OPENING PROCEDURES – 7:00 p.m.</b>	5
1. Call to Order and Welcome	
2. District Mission	
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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.santeeisd.net

**D. CONSENT ITEMS**

*Items listed under Consent are considered to be routine and are acted on by the Board with a single motion. There is no 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.*

**Superintendent**

- 1.1. **Approval of Minutes** 15  
It is recommended that the Board of Education approve meeting minutes with any necessary modifications.

**Business Services**

- 2.1. **Acceptance of Donations** 23  
It is recommended that the Board of Education accept donations listed in the item and authorize letters of appreciation to be sent on behalf of the Board.
- 2.2. **Santee Farmers' Market Contract Extension** 24  
It is recommended that the Board of Education approve the term extension of the permit agreement for the Santee Farmers' Market.

**Educational Services**

- 3.1. **Approval of Memorandum of Understanding Between Santee School District and Super Star Learning Company** 27  
It is recommended that the Board of Education approve the Memorandum of Understanding with Super Star Learning Company for the 2010-11 and 2011-12 school years.

**Human Resources/Pupil Services**

- 4.1. **Personnel, Regular** 32  
It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations and dismissals.
- 4.2. **Adoption of Resolution No. 1011-14 for Non-Reelection of Temporary Certificated Employees** 36  
It is recommended that the Board of Education adopt resolution No.1011-14 for non-reelection of temporary certificated employees
- 4.3. **Approval of 2011-2012 School Calendar** 39  
It is recommended that the Board of Education approve the recommended 2011-2012 calendar.
- 4.4. **Approval of Out-of-School Time Program Fee Discount** 41  
It is recommended that the Board of Education approve the fee discount for dual enrollment in Project SAFE and YALE.

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

*Members of the audience wishing to address the Board about any of the following items should submit a request to speak card in advance.*

	<u>Page #</u>
<b>Superintendent</b>	
1.1. <b><u>Proclamation Honoring Santee School District Employees for Volunteer Services</u></b>	43
It is recommended that the Board of Education adopt a proclamation honoring Santee School District employees for their volunteer services.	
1.2. <b><u>Approval of Out-of-School Time Program-STEP</u></b>	45
It is recommended that the Board of Education approve the STEP program.	
1.3. <b><u>Microsoft Exchange 2003 Migration to Microsoft LIVE@edu</u></b>	47
It is recommended that the Board of Education approve the migration to <u>Microsoft LIVE@edu</u> for the District email services upon successful testing.	
<b>Business Services</b>	
2.1. <b><u>Approval of Second Interim Report</u></b>	50
It is recommended that the Board of Education approved the Second Interim Report.	
2.2. <b><u>Approval of Monthly Financial Report</u></b>	51
It is recommended that the Board of Education approve the Monthly Financial Report.	
2.3. <b><u>Santee School Site Pre-Lease Agreement</u></b>	54
It is recommended that the Board of Education provide direction to administration regarding a 180-day pre-lease agreement with Haagan Co.	
2.4. <b><u>Approval of Agreement with the Fiscal Crisis Management Assistance Team (FCMAT) to Conduct a Study of Technology Services</u></b>	63
It is recommended that the Board of Education approve the agreement with FCMAT to conduct a study of technology services to quantify potential savings and make recommendations for the optimal configuration of services.	
<b>Capital Improvement Program</b>	
3.1. <b><u>Award of Contract to Gem Industrial Electric Inc. for Custom Design Shade Shelter at Carlton Oaks School</u></b>	71
It is recommended that the Board of Education approve the contract with Gem Industrial Electric, Inc. for \$149,860 less the deductive alternate # 2 for \$4,000 demolition for a total of \$145,860 for the construction of the Carlton Oaks School shade shelter.	
3.2. <b><u>Approval of Site DSA Inspector IOR and Test Lab for Carlton Oaks School Shade Shelter</u></b>	74
It is recommended that the Board of Education approve IOR services with Hendrix, California School Construction Services, and materials testing lab with Ninyo & Moore for the Carlton Oaks School shade shelter construction.	
3.3. <b><u>Neighbor Encroachment on District Property at Chet F. Harritt and Impact to Sound Wall Construction</u></b>	75
It is recommended that the Board of Education discuss the impact of neighbor encroachment and provide direction on next steps. Action is at the discretion of the Board.	

3.4.	<b><u>Approval of Contract Amendment with Lightfoot Planning Group for Extra Services on the Chet F. Harritt Ball Field Project for Modified Design of Sound Wall</u></b>	77
	It is recommended that the Board of Education approve additional engineering and services for a modified design of the sound wall at Chet F. Harritt.	
	<b>Human Resources/Pupil Services</b>	
4.1.	<b><u>Adoption of Resolution No. 1011-15 to Layoff Classified Non-Management Positions</u></b>	80
	It is recommended that the Board of Education adopt resolution No. 1011-15 to layoff classified non-management positions	
F.	<b>BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS</b>	82
G.	<b>CLOSED SESSION</b>	83
1.	<b>Public Employee Discipline/Dismissal/Release</b> (Govt. Code § 54957)	
2.	<b>Conference with Labor Negotiator</b> (Govt. Code § 54956.8) <i>Agency Negotiator: Karl Christensen, Assistant Superintendent</i> <i>Employee Organizations: Santee Teachers Association</i> <i>California School Employees Association</i> <i>Purpose: Negotiations</i>	
H.	<b>RECONVENE TO PUBLIC SESSION</b>	83
I.	<b>ADJOURNMENT</b>	83

**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  
March 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 at least two (2) days before the meeting date.*

Members present:

\_\_\_ Ryan  
\_\_\_ Bartholomew  
\_\_\_ El-Hajj  
\_\_\_ Fox  
\_\_\_ Burns

#### OPENING PROCEDURES ITEM A.

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

2. District Mission

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

3. Pledge of Allegiance

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

Agenda Item A.

Reports and Presentations Item B.1. Superintendent's Report  
Prepared by Dr. Patrick Shaw  
March 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
- 1.5. Schedule of School Spring Events

Agenda Item B.

**DEVELOPER FEES COLLECTION REPORT**  
**2010-11**  
**CUMULATIVE THROUGH FEBRUARY 18, 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
	X	8226 Ramhaven Lane	02/10/11	655	\$2,266.30	CFH
<b>TOTAL PAGE 1</b>					<b>\$183,319.89</b>	
<b>TOTAL COLLECTED AS OF FEBRUARY 18, 2010</b>					<b>\$879,986.19</b>	

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

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

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

Requests For Use Of Facilities - March 1, 2011						
Group	Location	Date	Days	Time	Attendance	Fees Applied
<u>Cajon Park</u> PTSA	Multi-Purpose Room	2/15/11	Tuesday	6:00 pm - 7:00 pm	20	
<u>Carlton Oaks</u> PTA	Multi-Purpose Room	2/17/11	Thursday	3:00 pm - 7:30 pm	300	
<u>Pepper Drive</u> PTO	Multi-Purpose Room	2/9/11 - 3/16/11	Wednesday	2:45 pm - 3:45 pm		

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



Santee School District  
 ENROLLMENT REPORT  
 2/25/2011  
 Month 6 Week 4

SCHOOL	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	02/25/11		02/26/10		# Diff	% Diff	02/25/11		02/26/10		# Diff	% Diff	Prior Week		Total Diff
										Total Reg	Gr 8	Total Reg	Gr 8			SDC	SDC	Total All	Total All			02/18/11	Total All	
Cajon Park	103	107	108	109	112	107	111	102	132	991	968	23	2.4%	28	75.7%	1056	1056	1056	1056	28	75.7%	1056	1056	0
Carlton Hills	48	43	35	39	43	40	60	88	92	488	497	-9	-1.8%	42	-54.8%	507	507	507	507	-23	-54.8%	510	510	-3
Carlton Oaks	86	83	81	66	94	98	100	120	96	824	812	12	1.5%	46	26.1%	882	882	882	882	12	26.1%	883	883	-1
Chet F. Harritt	80	52	89	51	55	55	60	67	71	580	587	-7	-1.2%	9	0.0%	589	589	589	589	0	0.0%	588	588	1
Hill Creek	91	89	89	88	78	89	85	80	69	758	750	8	1.1%	23	-4.3%	780	780	780	780	-1	-4.3%	780	780	0
Pepper Drive	84	78	72	64	67	75	84	88	80	692	709	-17	-2.4%	12	-25.0%	701	701	701	701	-3	-25.0%	700	700	1
Prospect	54	64	53	64	47	57	63	62	42	506	484	22	4.5%	14	-100.0%	506	506	506	506	-14	-100.0%	508	508	-2
Rio Seco	89	112	106	99	113	95	116	98	90	918	880	38	4.3%	23	73.9%	958	958	958	958	17	73.9%	959	959	-1
Sycamore Canyon	61	51	52	50	33	47	42	0	0	336	333	3	0.9%	29	-100.0%	336	336	336	336	-29	-100.0%	337	337	-1
<b>SUBTOTAL</b>	<b>696</b>	<b>679</b>	<b>685</b>	<b>630</b>	<b>642</b>	<b>663</b>	<b>721</b>	<b>705</b>	<b>672</b>	<b>6093</b>	<b>6020</b>	<b>73</b>	<b>1.2%</b>	<b>235</b>	<b>-5.5%</b>	<b>6315</b>	<b>6315</b>	<b>6315</b>	<b>6315</b>	<b>-13</b>	<b>-5.5%</b>	<b>6321</b>	<b>6321</b>	<b>-6</b>
Alternative School	3	3	4	3	3	3	7	7	5	38	37	1	2.7%			38	38	38	38			11	11	0
Success Academy								4	5	9	6	3	50.0%			9	9	9	9			2	2	-2
NPS										0	0			5	-60.0%	2	2	2	2					0
EAK 5YO	104									104	133		0.0%			104	104	104	104			92	92	12
<b>SUBTOTAL</b>	<b>107</b>	<b>3</b>	<b>4</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>7</b>	<b>11</b>	<b>10</b>	<b>151</b>	<b>176</b>	<b>-25</b>	<b>-14.2%</b>			<b>153</b>	<b>153</b>	<b>153</b>	<b>153</b>			<b>143</b>	<b>143</b>	<b>10</b>
<b>TOTAL</b>	<b>803</b>	<b>682</b>	<b>689</b>	<b>633</b>	<b>645</b>	<b>666</b>	<b>728</b>	<b>716</b>	<b>682</b>	<b>6244</b>	<b>6196</b>	<b>48</b>	<b>0.8%</b>			<b>6468</b>	<b>6468</b>	<b>6468</b>	<b>6468</b>			<b>6464</b>	<b>6464</b>	<b>4</b>

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

PK	
1	1057
1	590
39	375
<b>Total PK</b>	<b>41</b>

Total Enrollment including PK	
	<b>6525</b>

## *Schedule of Upcoming Events*

<i>Date</i>	<i>Event</i>
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. Educational Resource Center
March 31	English Learner Reclassification Ceremony 6:00-7:30 p.m. Rio Seco Multi-Purpose Room
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 17	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

2/25/2011

## 20010-11 SPRING EVENTS AND OPEN HOUSES

School	Date	Event	Time
Cajon Park	April 6	Open House and PTA Family Night	6:00 – 7:30 p.m.
Carlton Hills	May 26	50 <sup>th</sup> Anniversary Jubilee and Open House	4:00-6:00 p.m.
Carlton Oaks	May 27 June 2 June 9	Lunch on the Lawn COPA Performance – Night of the Stars Third Grade Music Performance	10:45 a.m. – 12:35 p.m. 5:30 p.m. 6:00 p.m.
Chet F. Harritt		TBD	
Hill Creek	March 28	History Faire	On display in Media Center
Pepper Drive	March 22 June 17	Open House Spring Festival	6:00 p.m. 9:00 a.m.
Prospect	June 10	Lunch in the Veranda	11:00 a.m. – 1:00 p.m.
Sycamore Canyon	April 29 May 27	Art Show 50 <sup>th</sup> Anniversary Celebration Open House/Family Lunch	6:30 – 7:30 p.m. 11:00 a.m. -12:30 p.m.
EL Department	March 31	Reclassification Ceremony (Children are reclassified as Fluent English Proficient)	6:00-7:30 p.m. @ Rio Seco School

2/23/11

Reports and Presentations Item B.2. Counseling Program/Social Workers  
Prepared by Minnie Malin  
March 1, 2011

Santee School District has been fortunate to have received a number of grants that fund services to address the social and emotional needs of our students. Tonight, Meredith Riffel, Collaborative Coordinator, will provide a report to the Board on the grants that are currently implemented and what services are being provided to students by each grant.

Most of the services under these grants are provided by Social Workers or Social Workers/Educational Counselors. Mrs. Riffel will share the services being provided by the Social Workers and where they are located.

Mrs. Riffel will be glad to address any questions Board members may have.

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.

CONSENT ITEMS Item D.

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

Agenda Item D.

Consent Item D.1.1. Approval of Minutes  
Prepared by Dr. Patrick Shaw  
March 1, 2011

**BACKGROUND:**

Presented for Board approval –

- February 15, 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 D.1.1.

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

**MINUTES  
January 4, 2011**

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  
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
2. President Ryan invited the audience to join her in reading the District Mission and then invited Adrianna Sanchez, daughter of Michelle Reiner, Barnhart Project Manager, to lead the members, staff and audience in the Pledge of Allegiance.
3. Approval of Agenda  
It was moved and seconded to approve the agenda with Consent Item D.3.4. moved to Discussion and/or Action, following E. 3.1.  
**Motion: Burns Second: Fox 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
  - 1.5. Schedule of School Spring Event
2. **Spotlight: Principal Presentation for Rio Seco School**

Rio Seco Principal, Lisa McColl, shared that Rio Seco is a Collaborative Community with weekly modified days. She shared that modified days have been very successful and productive at Rio Seco this year. The days are used for site grade level meetings, formative assessment, and implementing student enrichment. The focus is on assessment and staff is working to determine what is being done daily and weekly to guide instruction in the classrooms. Staff continues to see great results from the Literacy Center.

Rio Seco is Data Driven. With an API of 886, there are almost no students in "far below" and a significant group in Language Arts and math in the "below basic" categories. Interventions are making a difference. Vocabulary strategies continue to be the weak area and strategies are in place across the grade levels to strengthen this area. Teachers are beginning to look to incorporate math reasoning skills. After the analysis, a plan has been put into place for action which includes continuation of Literacy Center support, targeting students in basic bands, and continuing test item analysis, grade level teams, and begin the process of curriculum mapping for math.

Rio Seco is Innovative. Teachers are always looking at innovative ideas in Character Education, technology, academics, and community connections. Mrs. McColl showed a short video showing student perspectives of what is happening at Rio Seco School.



Board Members thanked Ms. McColl for a fantastic presentation. Member Burns said it is evident she is leading professional development at her school. Member El-Hajj complimented Ms. McColl for leading the teachers to do test item analysis.

**C. PUBLIC COMMUNICATION**

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

**D. 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. **Approval/Ratification of Revolving Cash Report**
- 2.5. **Acceptance of Donations**
- 2.6. **Approval of Consultants and General Service Providers**
- 3.1. **Approval of Kinder Play Structure Purchase and Installation at PRIDE Academy at Prospect Avenue School**
- 3.2. **Approval of Architectural Services with Webb Cleff Architects for Project Safe Facility Needs at Hill Creek, and Rio Seco**
- 3.3. **Authorization to Purchase Relocatable Buildings Utilizing the Silver Creek Modular Building Piggy Back Bid**
- 3.4. *This item was pulled from the consent agenda and moved to Discussion and/or Action.*
- 3.5. **Approval/Ratification of Logical Choice for Promethium Board Removal and Reinstallations at PRIDE Academy at Prospect Avenue School**
- 3.6. **Approval of Builders' Risk Insurance for Capital Improvement Program**
- 4.1. **Approval of Comprehensive School Safety Plans**
- 5.1. **Personnel, Regular**
- 5.2. **Approval to Replace a Vacant Clerk Typist II Position with Bus Driver II Position**
- 5.3. **Approval of New Job Description for Out-of-School Time Program Group Leader Specialist**
- 5.4. **Approval of Revisions to Campus Aide Job Description**
- 5.5. **Approval of Revisions to Certificated Non-Management Job Descriptions: Classroom Teacher; Resource Specialist; and Language Arts Specialist**
- 5.6. **Ratification of Certificated Non-Management Retirement Incentive**

It was moved and seconded to approve Consent Items.

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

**E DISCUSSION AND/OR ACTION ITEMS**

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

**1.1. California School Boards Association 2011 Delegate Assembly Election**

Board members held a brief discussion about casting their vote for up to seven candidates on the ballot for CSBA Delegate Assembly. Member Bartholomew moved to cast the Board's votes for the seven incumbents. President Ryan asked to notify the Districts' of the incumbents to let them know the Board voted for their candidate.

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

**1.2. Adoption of Resolution In Support of Placing a Measure on the Ballot for the Extension of Temporary Revenues Available for School Agency Use**

Dr. Shaw said the new Governor's budget proposal may have far reaching effects, not only in Santee School District but in our own families. He attended a workshop this week and learned that Districts must base their second interim report with the projected \$349 per ADA less per student, which would be realized if tax extensions are not on the ballot or are not passed by the voters.

He is questioning how we close the achievement gap when the funding for education continues to be reduced. Fortunately, Santee does not have to give lay off notices next year but he is uncertain about after that. The resolution presented to the Board is to encourage legislators to vote to place the tax extensions on the ballot and let the voters of California decide. The language for the resolution was recommended by CSBA. Dr. Shaw hopes that the voters in California have the opportunity to decide if the taxes should be extended or not. He is extremely concerned after hearing that an administrator recently received a message from State Senator Joel Anderson that education was not the top priority.

Dr. Shaw recommended that the Board of Education adopt Resolution #1011-13 in support of placing a measure on the ballot for the extension of temporary revenues available for school agency use.

Member Bartholomew said he has been considering this item and does not believe as an individual citizen he would support a tax extension; therefore, he cannot support the resolution. Member Burns cannot support the resolution the way it is written. President Ryan agreed and suggest taking out paragraph #1. She said it needs to be very clear that the Board is requesting that the legislature put this on the ballot so the people can decide. She believes a letter to our representatives would be more appropriate and she would prefer that over adopting a resolution. Member Burns would also prefer to write a letter. Member Bartholomew said the resolution may send the wrong message to the legislators.

Member Fox moved to support placing the tax extensions on the ballot in the form of a letter. The Board asked Dr. Shaw to develop a letter indicating the Board's support to place the tax extensions on the ballot.

**Motion:** Fox                      **Second:** El-Hajj                      **Vote:** 4-1 (Bartholomew, no)

### **1.3. Chet F. Harritt Classroom Building, Learning Resource Center, and Multi-Purpose Room**

Dr. Shaw reported Administration met with the Board at the CIP workshop in January. At that time there was a plan to put a 10-classroom building at Chet F. Harritt (CFH) but plans had not been finalized for the Learning Resource Center (LRC) or the Multi-Purpose Room. These items come at a total cost of \$10 million. At that time, several other options were presented for Board consideration with the goal to provide enough space for the 6-8 program, classroom expansion, and a separate LRC and Multi-Purpose Room. The Board asked administration to seek input from the CFH staff and community about the options. During the interim, it was discovered that option 2 as it was presented, would lose \$1.1 million in grant funding. Administration worked to develop a plan for an 8-classroom building using the 10-classroom building design, with an LRC on the bottom floor. The CFH staff and community preferred the 10-classroom (option 3), did not want option 1, and had few comments about option 2, the 8-classroom building. Continued discussion and planning shows that an 8-classroom building is the best value and provides CFH with the classrooms they desire, gives them a new separate LRC, and a separate Multi-Purpose Room.

Chet F. Harritt Principal, Andy Johnston, thanked the Board for coming to talk to the staff and families at CFH. There is great excitement at CFH about the upcoming modernization. He believes the level of support for a 10-classroom building has diminished since the staff and families have understood what option 2, the 8-classroom building, has to offer. It provides the needed and desired amenities at a significantly reduced cost. He has had numerous conversations with staff and parents and they are excited that CFH will be realizing modernized classrooms very soon and a new classroom building in the future. Mr. Johnston understands during these economic times the decisions can be very difficult. The Board is second to none in their dedication to students and he will continue to work to provide with his teachers the best learning environment possible for students.

Mr. William Dudley, CFH parent, address the Board on this item. He said the more he hears about option 2, the more exciting it is. The concern is that there is frustration that CFH is being left behind. He believes the key is to make a decision and then try to find the money to do it. He said he invited the Mayor and City Council to the meeting to see if they could assist in any way but he had not received a response.

Member Bartholomew thanked the speakers. He likes option 2, the 8-classroom building, and believes it is closer to providing equity. Member Burns said he is concerned about making a decision when the District does not have the dollars to do the work. He asked Dr. Shaw why action needed to be taken at this

time since funding is not available. Dr. Shaw said it is uncertain what the future will bring. He heard from the CFH staff that they will activity work to increase their enrollment to use the extra classroom space. Making a decision solidifies the direction for facilities at CFH. When a 10-classroom was approved there were no concrete plans for an LRC or Multi-Purpose Room. Administration is looking optimistically that we will get it done and in a reasonable amount of time.

Member Burns is concerned that there will still be enough money for Pepper Drive. Dr. Shaw said Pepper Drive is not eligible for modernization until 2017 and believes the remaining bonds will be available for their modernization.

Member Burns shared that he was concerned about making a decision at this time but would support an 8-classroom building at CFH. He wants to make certain that Pepper Drive is not left out.

Member El-Hajj said she appreciated hearing from the community. Hearing how the 8-classroom building has evolved over the last few weeks has been exciting. It is the best of both worlds, using the space and dollars efficiently to provide great classrooms for kids. She believes it is right to make a decision on the direction the Board will go. She is concerned about losing some of the joint use money.

Member Fox likes option 2, the 8-classroom building, and believes a commitment needs to be made to the school and the community so they know the direction of the Board.

Member Burns asked Christina Becker to make sure she gets money for Pepper Drive's modernization. Mrs. Becker said she is waiting to find out what the new State program will be and has a master plan for Pepper Drive when it is eligible to be modernized. The focus will be to do everything possible for Pepper Drive until all schools are modernized. Member El-Hajj said community space is really needed in the Pepper Drive area. Mrs. Becker said joint use applications will be made for Pepper Drive.

Member El-Hajj moved to approve the construction of an 8-classroom structure that also provides a Learning Resource Center at Chet F. Harritt School, and convert the existing Media Center to a separate Multipurpose Center, as soon as the funding becomes available.

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

**2.1. Qualified School Construction Bond and General Obligation Bond Update**

Karl Christensen reported the District is once again moving forward after construction was halted due to suspension of State grants that were due to the District. The District recently received \$31 million of these grant funds and expects to receive \$7 million within the next couple of weeks. These proceeds will be used to pay off the \$12.2 million BAN, modernized Chet. F. Harritt, Hill Creek, and PRIDE Academy, and complete the two remaining ball fields at Chet. F. Harritt. In order to provide funding for the one or two of the classroom building additions we must use a portion of the \$18.5 remaining GO bonds.

Two funding options were presented seven months ago for the Board to consider. The options were a Bond sale netting \$5.9 million (enough to build one classroom addition) and/or or a Qualified School Construction Bond (QSCB) which would net \$13 million and provide enough for two classroom additions. Since that time, the municipal bond market has heated up and interest has skyrocketed, resulting in significantly less net proceeds from either of these options. Mr. Christensen introduced Bruce Kerns and Anna Van Degna from Stone and Youngberg, who provided information on the current status of the bond market. There is a large climb in interest rates, mostly due to the general concerns expressed about local government's ability to support their expenditures and about the credit quality of public agencies issuing bonds. In October 2010, we could have assumed \$5.9 million in construction proceeds, but now the same issue would only assume \$4.2 million. If the interest rate fell ½% we could get an additional \$700,000. A QSCB previously would have provided \$12.2 million, but now would provide \$9 million. A QSCB would have to be paid off in five (5) years and there is a risk that if bonds could not be sold at that time, the debt service could be a burden on the general fund. The lower proceeds would reflect the higher borrowing fees for bonds at this time. The debt service would not begin in 2024 when the assessed value goes below \$30 per \$100,000 of assessed valuation. Mr. Christensen shared several scenarios for an upward or downward movement in the assessed valuation (AV) growth.

Dianne believed that 5% seemed to be a fairly responsible assumption for AV growth rate. President Ryan believed that it was too high of a projection. Mr. Christensen said that is what we would be projecting based on the 30 year history. The risk is that in five years, when we had to pay off the BAN, we don't know where the AV will be, which may put the general fund at risk.

Member Bartholomew asked about the terms for the interest and when it would come due if the Board decided to issue a QSCB. Mr. Christensen said under the QSCB there is zero net interest because the federal government subsidizes the interest. Member Bartholomew asked how much that was in a dollar amount. Ms. Van Degna said it was approximately 5.2%, or about \$2.5 million.

Dianne asked if there was any reason we would not qualify. Mr. Christensen said not as long as we are qualified on our multi-year projections. We also expect to get another \$3.4 million from State grants within the next five years from the new additions at CFH and HC.

Mr. Christensen said if we get a QSCB we should try to get the \$9.7 million to do both classroom additions. If we don't go for the QSCB, we can achieve almost as much through getting near \$6 million in GO bonds and the joint use funds for the new classrooms buildings. We would be short nearly \$400,000 which would hopefully return from the contingencies of the current modernizations.

Member Bartholomew asked about the timeline for a QSCB to be able to begin construction at Chet F. Harritt. Mr. Christensen said the BAN would need to be issued by July and construction could be initiated very quickly and simultaneously with Hill Creek. Member Bartholomew said the idea of leveraging \$9 million interest free for five years and to have the cash in hand to move forward on our Capital Improvement Program is very appealing although he knows there is some risk to the general fund after five years. Mr. Christensen feels uncomfortable about putting the general fund at risk at all.

President Ryan is not hearing there is an expected 5% growth in assessed valuation. Mr. Kerns said there will be years upcoming where the assessed valuation will be added back to the properties that were rolled back, which will provide a larger assessed valuation increase. The information is determined on information from the Assessor. Mr. Kerns advised not to move too quickly to see what happens with assessed valuation in June or July of this year. President Ryan believes it is too big a risk in these economic times to plan on 5% per year increase in assessed value.

Mr. Christensen said in order to not lose the QSCB opportunity the Board would need to make a decision in early May. If we do continue to pursue the QSCB and is there an amount that we want to know we can get, such as \$9.7 million, he would like to know when to trigger action.

Member El-Hajj asked if there is a penalty for an early pay off for a COPS. Mr. Christensen said he is uncertain but it should be addressed in the agreement. It should not be before 10 years.

Member El-Hajj moved to authorize Administration to prepare for issuance of a QSCB with the threshold of enough construction proceeds for both Chet F. Harritt and Hill Creek additions (\$9.7 million). Member Bartholomew seconded the motion. The motion was defeated.

**Motion: El-Hajj      Second: Bartholomew      Vote: 2-3 Burns, Ryan, Fox, nos**

Member El-Hajj asked Christina Becker how much longer our DSA approvals would be valid before they must return for another approval. Mrs. Becker said in December we were placed on the unfunded list. DSA plans were stamped out in July, and expire in 18 months. Because of the climate, extensions are being granted for up to three years.

**2.2. Approval of City Improvements to Rio Seco Ball Fields**

City of Santee has discussed with District Administration plans for field improvements at Rio Seco to address concerns from Santana National Little League. The City is seeking the District's approval to provide the following improvements: turf and irrigate outfields on two existing DG fields, between fields and in front of the snack bar, connect all turf areas to recycled water, replace temporary outfield fences with permanent chain link fencing, grade and improve drainage for area between fields, provide picnic tables on concrete pads, provide ADA compliant sidewalk connecting the park and Rio Seco fields, and provide specific fencing to separate the parking area from the field area.

If the Board approves these improvements, a Memorandum of Understanding would be executed. There would be no costs to the District for the improvements and any increase in water costs would be paid by the City under a reimbursement arrangement.

Member Burns moved to approve the City improvements to the Rio Seco ball fields and authorize the execution of a Memorandum of Understanding (MOU), with the MOU to include language that protects the

school district in the future in any case of having to move any fields, the City would not require the District to build five new fields somewhere in Santee.

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

**3.1. Approval of Amendment No. 2 to Eleventh Amendment (Phase IV – Hill Creek School Modernization) to Construction Services Agreement for Lease-Leaseback, Site Lease, and Sublease Agreement**

Member El-Hajj moved to approve Amendment No. 2 to Amendment 11 to the Lease-Leaseback Construction Agreement with a Guaranteed Maximum Price of \$8,812,518.

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

**D. 3.4. Approval of Various Joint Use Building Applications and Agreements (Moved from Consent Agenda) - AMENDED**

Christina Becker shared that she continues to seek joint use grants from the State for a few of the remaining bond program projects. To qualify for this funding, the District must submit an application to OPSC by March 1, 2011, including joint use agreements. Mrs. Becker requested authorization from the Board to enter into joint use agreements with the YMCA and with Grossmont Union High School District's Adult Education Program. Both of these partners currently operate classes at our schools. Originally we used the Educational Foundation, but under new regulations, they no longer qualify. This item was amended to include a joint use agreement with the YMCA and Grossmont Union High School District Adult Education.

Member Burns moved to approve and authorize administration to enter into joint use agreements with the Grossmont Union High School District's Adult Education Program and the YMCA, for childcare, libraries, technology centers, and buildings for teacher trainings at various schools and to approve using the joint use agreement templates.

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

**4.1. Approval of 2010 – 2015 Local Education Agency (LEA) Plan**

Kristin Baranski shared that the State of California requires a Local Education Agency Plan from all Districts that receive federal funds. This is one of 4 mechanisms in place for compliance of State and Federal guidelines. The plan has a five-year life and is to be reviewed annually. District administration has been working on this plan over the past few years to totally rewrite the plan with major revisions and additions. Member Burns moved to approve the 2010 – 2015 Local Education Agency (LEA) Plan.

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

**4.2. Approval of Reimbursement Agreement between Santee School District and the San Diego County Superintendent of Schools**

Member El-Hajj moved to approve the Reimbursement Agreement with San Diego County Superintendent of Schools for student mental health services. Member Burns said he would abstain from this vote as the agreement is with his employer.

*Motion: EL-Hajj Second: Bartholomew Vote: 4-0 ( Burns, abstain)*

**H. BOARD COMMUNICATION**

Member El-Hajj attended the Learning Fair and said it was great.

Member Burns mentioned he recently heard about a school in el Centro that was utilizing the prison next to them to raise funds by selling the inmates lunches. This got him thinking about how we could tap into Los Colinas for raising funds. Dollars raised could be used to fund AVID or the Foundation. President Ryan asked Board members if anyone had an objection about checking this idea out with the Captain. An appointment will be scheduled for Member Burns and Dr. Shaw.

Dr. Shaw said City Manager, Keith Till called to share that after a discussion with the Mayor, the City wanted to know if the School Board would like to join them going to the ICSC conference this year. President Ryan said Haagan Company would be there and they are the ones seeking the contacts. Member El-Hajj said she remembers it was quite expensive to attend and lasted for several days. Member Bartholomew said in the past Board members attended mostly to build relationships. Board members agreed that with the current budget challenges if the District needed to attend, it would be best to send

Karl Christensen. Member Burns said the last time Board Members attended a lot of progress was made. He believed that funds would be available for a Board member to attend. The Board asked Dr. Shaw to contact Mr. Till to determine if the City believes it is necessary for the District to attend. Dr. Shaw will return with more information.

Dr. Shaw shared a letter from the San Diego County Taxpayer Association which frowned upon interfund borrowing. President Ryan said it is legal to do.

Dr. Shaw shared upcoming important dates for the Board to be aware of. President Ryan said she planned to review the Board Bylaws, the role of the Board and the "we agree" statements at the Board Team Building Workshop and asked if there were any other recommendation. No other recommendations were given.

President Ryan attended the County Human Trafficking meeting. Girls are being recruited in schools at both West Hills and Santana. The Board needs to talk to the City about it. She believes it is happening in parks and some of our students are very vulnerable. President Ryan would also like to get this information to teachers so they can know what to look for. Dr. Shaw said he will meet with principals and see how they can best begin to provide awareness to their teachers.

Linda was requested to schedule a City/Board Joint Committee meeting. Topics for the meeting will include human trafficking, prescription drugs, and kids doing alcohol runs at local supermarkets.

Member Bartholomew said he heard that Rio Seco was going to be providing access to social networking. Now he knows they must have meant "Room 21." This was an example of the way stories are sometimes interpreted and sometimes not complete or correct.

President Ryan said there may need to be a protocol in place to notify the Board when Administration is contacted by the media. Dr. Shaw said he discussed this at the last Professional Leadership Team meeting and directed site and department Administration that if anyone is contacted by the media they should notify the Superintendent's Office.

#### **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*

The Board entered closed session at 9:58 p.m.

#### **J. RECONVENE TO PUBLIC SESSION**

The Board reconvened to public session at 10:14 p.m. No action was reported.

#### **K. ADJOURNMENT**

The February 15, 2011 regular meeting adjourned at 10:14 p.m.

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Dianne El-Hajj, Clerk

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Dr. Patrick Shaw, Secretary

Consent Item D.2.1 Acceptance of Donations  
 Prepared by Karl Christensen  
 March 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>
Dr. Suess Books (18) and Dr. Suess Character Stuffed Animals (148) in Celebration of "Read Across America"	\$750.00	Kohl's	Hill Creek School
Health Clerk Food Supplies (juices, cheeses, pretzels, canned fruit, etc.)	\$50.00	Darrell Garza	Hill Creek School
<b>TOTAL DONATIONS RECEIVED</b>	<b>\$800.00</b>		

**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 \$800.00.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item D.2.1.
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Consent Item D.2.2. Santee Farmers' Market Contract Extension  
Prepared by Karl Christensen  
March 1, 2011

**BACKGROUND:**

At its February 17, 2009 meeting the Board of Education approved a temporary Permit for the establishment of the Farmers' Market at the currently vacant Santee School site. The initial Permit Agreement approval was for a period of six months beginning April 6, 2009. The Board has renewed the permit through April 30, 2011.

The Santee Farmers' Market provides fresh, agricultural items which has been enthusiastically welcomed by the community. The Santee Farmers' Market has been responsible for all operating costs including cleanup, utilities, and security as needed. In accordance with Section 6 of the Agreement, the Santee Farmers' Market has paid the District proceeds of \$5,368 thus far.

With the eventual ground lease at the Santee School Site, It is requested the Board of Education approve the term extension of the permit agreement for the Santee Farmers' Market by an additional 6 months, to October 31, 2011. The District still has the right to cancel the permit with a 30-day notice per the permit agreement.

**RECOMMENDATION:**

It is recommended that the Board of Education approve the term extension of the permit agreement for the Santee Farmers' Market.

This recommendation supports the following goals:

- Pursue actively the funding and resources to fulfill our mission and maintain fiscal solvency.
- Develop social, emotional and health service programs to foster student character and personal well-being.

**FISCAL IMPACT:**

Successfully run farmers' markets add value to the community and generate additional income to the District. In return for the facilities usage, the District will receive payment from the Santee Farmers' Market as follows:

- one percent (1.0%) of the gross sales per quarter (if less than \$10,000 in gross sales)
- two percent (2.0%) of the gross sales per quarter (if gross sales are \$10,000-\$14,999)
- two and one-half percent (2.5%) of the gross sales per quarter (if gross sales reach \$15,000 or more)

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item D.2.2.
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**SANTEE SCHOOL DISTRICT PERMIT**  
**For Establishment of a Santee Farmers' Market at the Santee School Site**

The Santee School District is the owner of certain real property known as the Santee School Site, 10445 Mission Gorge Road, Santee, CA 92071.

In the judgment of this Board of Education, it is in the public interest to cooperate at this time in the use of a portion of the Santee School Site for the express purpose of operating a farmers' market.

NOW, THEREFORE, the Board of Education of Santee School District finds that a portion of the Santee School Site is available for use for the express purpose of a farmers' market.

No school buildings will be used by the organization for the operation of the farmers' market. Portable restroom facilities will be provided and maintained by the organization at no cost to the District and solely at the expense of the organization in accordance with location plans and specifications approved by the District in advance of placement of the portable facilities on school district property.

1. The Board of Education hereby authorizes the use of a portion of the Santee School Site for a farmers' market ("organization") under the following legally binding conditions:
2. The organization will not (a) interfere with the education program or activities of any school or class conducted upon the real property; (b) unduly disrupt the residents in the surrounding neighborhood; nor (c) jeopardize the safety of children or employees of the District.
3. The approval for use of the herein-described property shall be issued for a period of one six (6) month period, commencing on April 2009 and may be renewed with prior approval by the Board of Education.
4. The District reserves the right to terminate the agreement with or without cause following a 30-day notice. Upon termination or expiration of the Permit, the District will not be obligated to locate an alternate site, or relocate the farmer's market organization.
5. Unless otherwise approved by the District in writing, the organization's use of the property shall be limited to Wednesdays.
6. The organization shall be required to provide the District a complete accounting of the weekly sales and shall pay to the District a fee not less than one (1%) percent of the gross sales on a quarterly basis; interest earned during the quarter may be retained by the nonprofit organization for operational expenses and advertising costs. At such time as the gross sales from the farmers' market reaches Ten Thousand and no/100 Dollars (\$10,000) the organization will be required to pay to the District a charge of not less than two (2%) percent of the gross sales. At such

time as the gross sales from the farmers' market reaches Fifteen Thousand and no/100 Dollars (\$15,000), the organization will be required to pay to the District a charge of not less than two and one-half (2½%) percent of the gross sales. At the discretion of the District, an audit of the organization may be conducted.

7. The organization agrees to defend, indemnify and save harmless District, its agents, officers, and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, personal injury, death or property damage, arising from or connected with successful nonprofit organization's operations, under this Permit, including challenges to the legality of the Permit as well as any Worker's Compensation suits, liability, or expense, arising from or connected with services performed on behalf of organization by any person pursuant to this Permit. The organization's duty to indemnify District shall survive the expiration or other termination of this agreement as to any claims occurring prior to its expiration or other termination of this agreement as to any claims occurring prior to its expiration or termination.
8. The organization shall provide insurance coverage for comprehensive general liability for a combined single limit of a minimum of One Million and no/100 Dollars (\$1,000,000.00) per occurrence. The organization shall supply District, on forms acceptable to District, with appropriate certificates and endorsements of insurance and evidence that successful joint user has met the aforementioned insurance requirements.
9. It shall be the responsibility of the organization to pay for all utilities, taxes, or fees associated with his or her use of the premises during the term of use or any extensions thereof. It will also be the responsibility of the organization to inform the community of such use and address concerns of community if any.
10. The organization shall comply with all City zoning and business licensing laws.

**SANTEE SCHOOL DISTRICT**

By *Bill Clees*

Date 2-17-09

**SANTEE FARMERS MARKET**

By *Indira Santora*

Date 2-13-09

**Approved as to form by District Legal Counsel:**

*Tim Garfield*  
Tim Garfield, Attorney at Law

Stephenson Worley Garratt Schwartz Garfield & Praire

Consent Item D.3.1.

Approval of Memorandum of Understanding Between  
Santee School District and Super Star Learning  
Company

Prepared by Kristin Baranski  
March 1, 2011

**BACKGROUND:**

Super Star Learning Company is committed to providing innovative and powerful technologies that are simple and easy to deploy for students, teachers, and administrators. Through a partnership with Santee School District, Super Star Learning has generously donated two online learning tools, Room 21 and My Dream Machine, for Rio Seco School use during the current school year and into 2011-2012.

Room 21 is an online environment designed to address the challenge of using 21<sup>st</sup> century learning strategies and technologies for student achievement. Students can receive their instruction in any digital content, collaborate with their learning community, synthesize a project, and then evaluate learning. The entire learning process is facilitated in the online community of Room 21 that brings teachers, students, and parents together for a true learning community. In addition, Room 21 personalizes learning by:

1. Addressing multiple learning styles by using interactive and multi-media content.
2. Developing a community of learning that includes groups, parents, teachers, and counselors.
3. Providing access to learning materials anytime and anywhere.

My Dream Machine helps students create goals and the online community to support children in their goal attainment.

As a free pilot to Rio Seco School, Super Star Learning will provide a two-year subscription to Room 21 and My Dream Machine with unlimited school access for all teachers, students, parents, and a school and district administrator. Rio Seco School and Santee School District will in turn provide two written testimonials regarding those products, ongoing product feedback, and content for regional or national conferences presented by school or District staff. Conference costs will be paid by Super Star Learning Company.

**RECOMMENDATION:**

Administration recommends the Board of Education approve the Memorandum of Understanding between Santee School District and Super Star Learning for the 2010-2011 and 2011-2012 school years.

This program supports the following District goals:

- Assure the highest level of educational achievement for all students.
- Establish a staff development program as the cornerstone of effective instructional programs and employee performance.
- Pursue actively the funding and resources to fulfill our mission and maintain fiscal solvency.

**FISCAL IMPACT:**

Super Star Learning Company is providing Room 21 and My Dream Machine to Rio Seco School for the 2010-2011 and 2011-2012 school years at no cost.

**STUDENT ACHIEVEMENT:**

Super Star Learning Company has created a number of online learning tools for teachers, parents, and students. These learning tools, in direct alignment to 21<sup>st</sup> century learning skills, provide immediate access to lesson plans, student collaboration tools, and goal setting forums.

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

Agenda Item D.3.1.



**ROOM 21**



**February 14, 2011**

**Dr. Laura Spencer  
Coordinator of Instructional Technology  
9619 Cuyamaca St  
Santee, CA 92071**

**Re: Memorandum of Understanding**

**Dear Dr. Spencer,**

**We are looking forward to a School District to Business collaboration between Super Star Learning Company and your schools in the Santee School District. We firmly believe that our teams have a unique opportunity to positively impact student learning and achievement through the utilization of technology.**

**The features and functionalities of Room 21© and its powerful 21<sup>st</sup> Century Learning Platform will bring your students, teachers, and parents to the forefront of education. Additionally, our company will also provide your students with access to MyDreamMachine.com© for goal setting, collaboration, and project-based learning.**

**This letter will serve as the complete Memorandum of Understanding for Room 21© Unlimited Site License with the Parent, Student, Teacher Portal and MyDreamMachine.com©.**

**Once again, your schools and community will be on the forefront utilizing the most amazing research based technologies available.**

**I am looking forward to working with you and your team.**

**Sincerely,  
John Stippick  
President/CEO  
Super Star Learning Company**

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Our company is proud to provide learning tools that bring education into the 21<sup>st</sup> Century. Your student and teachers want to use today's tools and with Room 21© your students will more engaged to learn. Super Star Learning Company's goal is to provide students with outstanding educational software that will help them excel in school and in life.

All of our software is web-based allowing for 24/7 Anywhere, Anytime Learning.

The secret to our success is simple; we listen to our customers. Many of the improvements and features of our products have come about by listening to what our customers say.

That is why our software features:

1. 21<sup>st</sup> Century Curriculum and Standard Integration- Teachers Share and Create 21<sup>st</sup> Century Lesson Plans
  2. Digital Portfolios for Project Based Learning
  3. Learning with Music, Video, Wiki's, Blogging, Team Collaboration, or White-boarding
- **Cost Effective:** Our goal is to foster world literacy for the 21<sup>st</sup> Century. All products are sold slightly above cost to keep the pricing within reach of public schools.
  - **Top Quality:** Super Star Learning Company continues to receive awards and endorsements for its outstanding software.
  - **Research Based:** All software has been built based upon established educational research and with partnership with the leading educational institutions such as universities, private schools, and public school districts.
  - **Students are Motivated to Learn and Request this Software:** Students are engaged in creating portfolios of learning that demonstrate the various modes of learning as expressed through individualized student portfolios.

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**Standard Cost per Site:**

* Room 21© Site Subscription- 18 Month Subscription	\$20,000.00
- Includes Unlimited Access for Teacher’s Portal, Student Portal, Parent Portal	
- Unlimited Digital Lesson Plans, Unlimited Blogging, Unlimited Video, Unlimited Photo	
*21 <sup>st</sup> Century Professional Development- 2 Day PD Session	
- Feature Functionality of Room 21©	
- Feature Functionality of MyDreamMachine.com©	
- Creating 21 <sup>st</sup> Century Lesson Plans and Assignments	
- 21 <sup>st</sup> Century Skill Modeling and Instructional Modeling	
- Using Room 21© to Create 21 <sup>st</sup> Century Professional Learning Community	\$7,000.00
Total Cost:	\$27,000.00

**MOU TERMS for Santee School District**

**Super Star Learning Company will provide the following:**

1. **Terms of Subscriptions: SY 2010-2011 and SY 2011-2012 (FREE AS PILOT)**
2. **Number of Participating Schools: 1 (one) - Rio Seco School**
3. **Number of Subscriptions for Rio Seco School: Unlimited School Site – All Teacher, All Students, All Parents, School Administrator, District Administrator**
4. **Professional Development may be purchased at Keystone Preferred Rate.  
PD Standard Cost: \$3,500/Day Keystone Preferred Rate: \$2,000/Day**

**Rio Seco School and Santee School District will provide the following:**

1. **Two written testimonials on School and District Letterhead -1) “Why the School is choosing Room 21© and My Dream Machine.com©” and 2) “School Update with Room 21© and My Dream Machine©” at the beginning of SY 2011-12.**
2. **Ongoing product feedback**
3. **Content for either Regional/National Conference that can be presented by Santee/Rio Seco staff regarding “Implementation Successes/Lessons Learned with Room 21© and MY Dream Machine©.”**  
**Note: Cost of attending conferences to be paid by Super Star Learning Company.**

**Once again, we look forward working with you and your team in the Santee School District to make a difference in your schools with each student and in all parts of your community. Should you have any questions, please feel free to contact me at 949-370-0302.**

Sincerely,  
John Stippick  
President/CEO  
Super Star Learning Company

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Consent Item D.4.2. Adoption of Resolution No. 1011-14 for Non-Reelection  
of Temporary Certificated Employees

Prepared by Minnie Malin  
March 1, 2011

**BACKGROUND:**

In order to release temporary certificated employees, the Board must serve notice to those employees who may not be offered employment for the next school year. Since the final impact of leaves, retirements, and other attrition is unknown at this time, the District has a practice of serving a notice of non-reelection to all temporary teachers. This notice does not impact the employees' rights for consideration of employment based upon need during the next school year.

**RECOMMENDATION:**

It is recommended that the Board of Education adopt Resolution 1011-14, regarding the non-reelection of temporary certificated employees.

If the District is in a position to increase the number of classroom teachers to meet the demand, the District may hire back the appropriate number of temporary teachers in alignment with any increase in enrollment.

This recommendation supports the following district goals:

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

**FISCAL IMPACT:**

Fiscal impact is unknown at this time due to class size reorganization.

**STUDENT ACHIEVEMENT IMPACT:**

There is no student achievement impact.

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

Agenda Item D.4.2.



**SANTEE SCHOOL DISTRICT**

Resolution No. 1011-14

**WHEREAS**, employees' number:

425874	471850	939622	418740	819856
088253	498203	069007	515747	511037
226644	995388	326322	036513	713369
159016	148359	223685	779571	685875
988856	896928	711348	954744	715795
811990	954004	792253	037643	191799
952189	104968	951137	029484	865390
636951	889880	192278	340246	722506

are temporary and/or probationary employees of the District hired for the 2010-2011 school year; and

**WHEREAS**, Education Code section 44954 authorizes Governing Boards of school districts to release temporary employees and not reelect them for the following school year; and

**WHEREAS**, Education Code Section 44929.21 requires that the Governing Board, on or before March 15th of the second probationary year, shall notify a probationary employee, in a position requiring certification qualifications, of the decision to reelect or not reelect the employee to such a position for the next succeeding school year; and

**WHEREAS**, the Governing Board of the Santee School District has determined to release employees' number:

425874	471850	939622	418740	819856
088253	498203	069007	515747	511037
226644	995388	326322	036513	713369
159016	148359	223685	779571	685875
988856	896928	711348	954744	715795
811990	954004	792253	037643	191799
952189	104968	951137	029484	865390
636951	889880	192278	340246	722506

effective June 22, 2011;

**BE IT THEREFORE RESOLVED:**

The Board hereby directs that a notice of release be sent by the District to employees' number:

425874	471850	939622	418740	819856
088253	498203	069007	515747	511037
226644	995388	326322	036513	713369
159016	148359	223685	779571	685875
988856	896928	711348	954744	715795
811990	954004	792253	037643	191799
952189	104968	951137	029484	865390
636951	889880	192278	340246	722506

notifying the employees of the Governing Board's decision to not reelect him/her for the 2011-2012 school year.

**ADOPTED** by the Governing Board of Santee School District this 1<sup>st</sup> day of March, 2011.

YES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

STATE OF CALIFORNIA)  
COUNTY OF SAN DIEGO)

I, Allen Carlisle, Clerk of the Board of Education, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

\_\_\_\_\_  
Clerk of the Board of Education

March 1, 2011  
\_\_\_\_\_  
Date

Consent Item D.4.3. Approval of 2011-2012 School Calendar  
Prepared by Minnie Malin  
March 1, 2011

**BACKGROUND:**

The District Calendar Committee, comprised of representatives from the employee associations, district administration, and members of the Board, met to consider a school calendar for the 2011-2012 school year. Concerns addressed by the committee included recommended calendars from surrounding districts, the State testing window, and appropriate and traditional breaks.

The recommendation from the committee reflects these significant dates:

- Students' first day – Tuesday, September 6
- Thanksgiving Break – November 21-25
- Parent Conference Week – December 5-9 (The recommendation does not include a non-student day during parent conference week)
- Winter Break - December 19 – January 2
- Staff and Students return from Winter Break – Tuesday, January 3
- Spring Break – April 2-13
- Last day of school – Tuesday, June 26

**RECOMMENDATION:**

It is recommended that the Board of Education approve the proposed school calendar for the 2011-2012 school year.

This recommendation supports the following district goal:

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

**FISCAL IMPACT:**

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

**STUDENT ACHIEVEMENT IMPACT:**

Not applicable

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_ Agenda Item D.4.3.

# Santee School District 2011-2012 School Calendar

## DRAFT

July 2011						
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

January 2012						
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				

1/1 NEW YEAR'S DAY  
 1/2 LOCAL HOLIDAY  
 1/3 Classes resume  
 1/16 MARTIN LUTHER KING DAY

August 2011						
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			

8/2 11-mo employees return  
 8/5 Principals return  
 8/8 \*Sch Sec/SAC return  
 8/9 VPs return  
 8/23 School offices open to public  
 8/29 Teachers return

February 2012						
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			

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

September 2011						
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	

9/1 10-mo employees return  
 9/5 LABOR DAY  
 9/6 Students return  
 9/6 9-mo employees return

March 2012						
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

3/16 End of 2nd Trimester (61 days)

October 2011						
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					

4/2-4/13 SPRING BREAK  
 4/6 LOCAL HOLIDAY

November 2011						
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  
 11/21-11/25 THANKSGIVING BREAK  
 11/23 HOLIDAY in lieu of Admissions' Day (except Project SAFE)  
 11/25 LOCAL HOLIDAY

May 2012						
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		

5/28 MEMORIAL DAY  
 Observance

December 2011						
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

12/2 End of 1st Trimester (59 days)  
 12/5-12/9 Parent/Tchr conf; modified days  
 12/19-1/2 WINTER BREAK  
 12/22 Project SAFE ONLY - Holiday in lieu of Admissions' Day  
 12/23 LOCAL HOLIDAY  
 12/26 CHRISTMAS DAY HOLIDAY  
 12/30 LOCAL HOLIDAY

June 2012						
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

6/26 End of 3rd trimester (60 days)  
 6/26 Last school day; minimum day  
 6/26 9-mo emp last workday  
 6/27 Vice Principals  
 6/29 Principals/Sch Sec/SAC;  
 10/11-mo emp last workday

Promotion dates vary (contact school sites)

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

Board Approved:

Consent Item D.4.4. Approval of Out-of-School Time Program Fee Discount  
 Prepared by Minnie Malin  
 March 1, 2011

**BACKGROUND:**

Currently, there is a discount for families with more than one child in Project SAFE and one for families with more than one child in YALE. However, there is no discount for families with more than one child in both Project SAFE and YALE. The Director of Out-of-School Time Programs, Pam Brasher, would like to propose that families with children in both programs receive an additional 10% discount on their Project SAFE fees; YALE fees would remain the same. This would not apply to Modified Day, Sibling Programs, and Kinder Fees. Summer discounts would be based on the amount before field trip charges are added.

**Fee Discount Proposals for OST Programs**

<b>Program</b>	<b>First Child</b>	<b>Second Child</b>	<b>Add'l Child</b>
Before School	\$23.85	\$18.00	\$11.93
After School	\$53.55	\$40.28	\$26.78
Before & After School	\$61.65	\$46.35	\$31.05
School Breaks (K-5)	\$82.45	\$63.55	\$43.75
School Breaks (6-8)	\$88.45	\$69.55	\$49.75

In addition, due to the increased costs of printing enrollment forms on NCR paper and the time and effort involved by the accounting and secretarial staff to decipher information provided by parents, the Director of Out-of-School Time Programs would like to propose a \$5.00 rebate per child on registration fees if parents complete the enrollment forms on-line and print out all applicable copies. This would be a fiscal-year rebate typically applied to the fall registration. It is anticipated that the savings on printing costs and staff time will more than make up for the \$5.00 rebate.

**RECOMMENDATION:**

It is recommended that the Board of Education approve the proposed fee discount for the Out-of-School Time Program effective June 27, 2011.

**FISCAL IMPACT:**

The Out-of-School Time Program is fee-based and will not impact the general fund.

**STUDENT ACHIEVEMENT IMPACT:**

Not applicable.

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

DISCUSSION AND/OR ACTION ITEMS Item E.

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

Agenda Item E

Discussion and/or Action Item E.1.1. Proclamation Honoring Santee School District Employees for Volunteer Services

Prepared by Dr. Patrick Shaw  
March 1, 2011

**BACKGROUND:**

At a recent Board of Education meeting, Board Vice President Dan Bartholomew mentioned that he had noticed a great number of Santee School District employees had volunteered to assist with Santee Santas. He wished to be able to acknowledge their service in some way.

Dr. Shaw shared with the Board that Santee Santas was one of many organizations where employees donate their time and service. The Professional Leadership Team, comprised of management staff, has had a focus over the past two years to provide service to the community as a group and individually. The Professional Leadership Team members have reported on their service projects which have included Santee Santas, Santee Food Bank, Santee School District Educational Foundation, Wounded Warriors, USS Midway Project Holiday Stocking, Caring Meals, Stamp Out Hunger, Lorraine Foster Adopt-a-Family, and working with Santee families with parents deployed overseas to hang holiday decorations and make special video tapes of their students. Dr. Shaw also reported that it is known that a great number of our certificated and classified staff also give of themselves for these and a great variety of other deserving organizations.

The Board believes that community service is an integral part of educating students to be good citizens. Having employees who demonstrate and model community service is part the foundation on which our District is built.

Based on this information, Administration has provided the Board of Education with a proclamation for their consideration, thanking and commending Santee School District employees who donate their time to volunteer services both within and outside of Santee.

Agenda Item E.1.1.

# Santee School District

## PROCLAMATION

Honoring

### Santee School District Employees for Volunteer Service

March 1, 2011

**WHEREAS** the Board of Education believes that community service is an integral part of being good citizens, and

**WHEREAS** volunteering creates a community character in which the community takes on a spirit of compassion, comradeship and confidence, and

**WHEREAS** volunteers are vital to our future as a caring and productive society, and

**WHEREAS** the entire community can effect positive change with any volunteer action, no matter how big or small, and

**WHEREAS** without community service, we would not have a strong quality of life, and

**WHEREAS** volunteers working in their communities make a difference in the lives of others; and

**WHEREAS** the giving of oneself in service to another empowers both the giver and the recipient; and

**WHEREAS** volunteering demonstrates compassion and concern for all members of the community; and

**WHEREAS** our District's volunteer force is a great treasure and models student character and good citizenship; and

**WHEREAS** the Santee School District Board of Education appreciates the many hours of volunteer service given by its employees.

**Now, therefore, be it RESOLVED** that the Santee School District Board of Education hereby thanks and commends Santee School District employees who donate their time and energy to volunteer services both within and outside of the Santee community.

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Barbara Ryan, President

---

Dan Bartholomew, Vice President

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Dianne El-Hajj, Clerk



---

Ken Fox, Member

---

Dustin Burns, Member



Discussion and/or Action Item E.1.2. Approval of Out-of-School Time Program-STEP  
Prepared by Dr. Pat Shaw  
March 1, 2011

## **BACKGROUND:**

The Out-of-School Time Programs Department has recognized a need for training high school age students to prepare them for the job market and more specifically to work in their program once they meet the qualifications. Parents currently using our program have also expressed concerns that once their child graduates from eighth grade, there is little for them to do during the summer. Last summer Administration began discussions on how to implement a program that would be similar to a “Counselor-in-Training” program. Plans solidified as we worked with the Career/Technical Education program at Santana High School and the intern program at Grossmont High School Middle College.

STEP (Student Training 4 Employment Program) is the outcome of these needs. We contacted the City of Santee about their Leader-in-Training program and shared our ideas. While collaboration is not feasible at this time, we believe we can run a similar program that will meet our specific needs.

STEP will operate during the summer break. There will be two (2) four-week sessions. (June 27 – July 22 and July 25 – August 19). Fees will be \$55.00 per week for a full day program with options for half-day programs. Students in the program will work with YALE and the K-2 children in Project SAFE and ASES.

Fees will include:

- training on a variety of topics covering job skills and child development,
- training in First Aid, CPR/AED at a reduced rate,
- written materials in notebook form that will support what is being covered during training time,
- one field trip with the children and one with their peers per week,
- three t-shirts that will identify them as participants in STEP (two additional t-shirts if they are also chosen to work the second four-week session),
- weekly evaluations,
- a certificate of completion including the hours of service/training noted (120 hours for four weeks, full-time participation), and
- a letter of completion stating the expectations that the student met.

STEP will be promoted to eighth grade students currently attending Santee School District and at Santana and West Hills High Schools. The program will be limited to no more than 20 students this first year. Students will be required to complete an application, including letters of recommendation. Each applicant will go through an interview to determine if they meet the criteria for participation in STEP. After participants are selected they will be required to take First Aid, CPR/AED classes and secure certification, as part of their program.

Each four-week session will cover different topics so students may choose to participate in one or both sessions. Any high school student may apply and there are no age limits.

**RECOMMENDATION:**

Administration recommends approval to include STEP as a part of the Out-of-School Time programs during the summer months. The program will be evaluated at the end of the summer and recommendations will be made on improvement and expansion after that time.

**FISCAL IMPACT:**

The \$55 fee charged will ensure this program is self-sufficient.

**STUDENT ACHIEVEMENT:**

Not applicable.

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

Agenda Item E.1.2.

## **BACKGROUND:**

The District is currently using Microsoft Exchange 2003 (Standard) for its email services. The original exchange installation was in 2005. An in-place rebuild to its current hardware was done in 2007. Today, the District has approximately 630 email users on the Exchange server.

## **Issues with Existing System**

There are several issues and risks to consider with the District's existing email system:

- a. Disk Space – Even by limiting most users to less than 1GB of stored email, we are still exceeding current storage capacity of the server. Currently, the database size is 270 GB, which exceeds the Microsoft recommended limit of 75GB.
- b. Storage and Backup – Because of the size of the Exchange database, a true backup of the system takes approximately 17 hours to complete without verification for errors. Since the backup file cannot be verified for errors, data/mailbox restoration cannot be definite.
- c. Hardware Warranty – The warranty for our existing email server will expire next school year.
- d. Lack of Expansion – Our existing system does not have the capacity to add additional email accounts.
- e. SPAM Filtering – Our current SPAM filtering solution expires July 1, 2011

## **Alternative Solutions**

1. One alternative solution to address these issues is to upgrade the existing system to the Exchange Server 2010 Enterprise edition. However, there is a substantial cost associated with the upgrade.
  - a. Cost for Server and Client Access licenses
  - b. Cost new Hardware
  - c. Cost for storage drives
2. Another alternative solution is Microsoft LIVE@edu, which is part of Microsoft's Education Solution. The LIVE@edu program provides educational institutions with a set of free hosted services and applications, including Online Exchange and Outlook LIVE, SkyDrive storage, and Microsoft Office workspace. Following are some of the the Online Exchange/Outlook LIVE features of LIVE@edu:
  - a. 10GB of mail storage per user – this is far beyond what the District can afford hosting on our own server,
  - b. Attachment size is increased to 18MB – Current limitation is 10MB,

- c. Student email accounts – provides the ability to provide all students with an email account, in an environment that is controlled and safe,
- d. New District email address – changes email addresses from @santee.k12.ca.us to @santeesd.net,
- e. Security and privacy feature – Outlook LIVE include Microsoft's data security and spam filtering, and
- f. No migration or hosting cost – LIVE@edu is a free hosted service from Microsoft.

Other benefits of LIVE@edu include:

- a. Online storage (25GB SkyDrive storage)
- b. Online MS Office applications (Word, Excel, PowerPoint and OneNote)
- c. Email Backup and Email Spam are managed by Microsoft
- d. Future integration with the SDCOE's Cloud services

### **RECOMMENDATION:**

Because of the critical function of email services, it is recommended that the Board of Education approve the migration of the District email services to Microsoft LIVE@edu upon successful testing. An implementation schedule is attached.

This recommendation supports the following District goal:

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

### **FISCAL IMPACT:**

There is no immediate cost for migration to Microsoft LIVE@edu. With the migration, the District can realize potential saving in software licenses, on-going server maintenance and email spam filtering services.

### **STUDENT ACHIEVEMENT IMPACT:**

Offering students greater technology tools increases 21<sup>st</sup> century learning skills.

Motion:

Second:

Vote:

Agenda Item E.1.3.

TIME LINE

WEEK OF: 21-Feb 7-Mar 14-Mar 21-Mar 28-Mar 4-Apr 11-Apr 18-Apr 25-Apr 2-May 9-May 16-May 23-May 30-May 6-Jun 1-Jul

ACTION ITEM

SCHOOL BOARD AGENDA

X

SYSTEM SETUP

X X X X

SYSTEM PILOT/TESTING

X X X

SYSTEM FINALIZATION

X

(TCS and Site Tech Teachers)

COMMUNICATION TO DISTRICT STAFF

X X

Implementation Process:

Training, Outlook Configuration, Migration of Mailbox (include Mailbox downtime), Follow-up Tech Support Teachers will be asked to assist with Training and Outlook Configuration

SPRING BREAK

DO, ERC, COMPOUND, PLT

X

PROSPECT AVE  
CHET F. HARRITT  
HILL CREEK

X X  
X X  
X X

SYCAMORE CANYON  
PROJECT SAFE

X  
X

CARLTON OAKS  
PEPPER DRIVE

X X  
X X

RIO SECO  
CARLTON HILLS

X X  
X X

CAJON PARK

X X

Termination of "santee.k12.ca.us" email address

Discussion and/or Action Item E.2.1. Approval of Second Interim Report  
Prepared by Karl Christensen  
March 1, 2011

**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 January 31, 2011, for the Santee School District. The projection for the unrestricted General Fund includes a beginning balance of \$6,817,101, anticipated receipts of \$35,758,586, anticipated disbursements of \$34,161,399, and a projected ending balance on June 30, 2011, of \$8,414,288. Copies of the interim report for the public's review will be available at the meeting or upon a request to the Fiscal Services department.

The District is designating a positive certification for the second 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 2010-11, 2011-12, and 2012-13 fiscal years.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

This fiscal impact projection for the unrestricted General Fund includes a beginning balance of \$6,817,101, anticipated receipts of \$35,758,586, anticipated disbursements of \$34,161,399, and a projected ending balance on June 30, 2011, of \$8,414,288. The first interim report shows that the District will be able to meet its financial obligations for the 2010-11 fiscal year 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.2.1.
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Discussion and/or Action Item E.2.2. Approval of Monthly Financial Report  
Prepared by Karl Christensen  
March 1, 2011

**BACKGROUND:**

Administration has prepared the accompanying Monthly Financial Report covering the period January 1, 2011 through January 31, 2011 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 \$9,964,310; cash receipts of \$4,810,193; and disbursements of \$5,968,930 are reflected for the period of January 1, through January 31, 2011, resulting in an ending cash balance of \$8,805,572 as of January 31, 2011.

**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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# MONTHLY FINANCIAL REPORT - JANUARY

1

## CASH REPORT FOR JANUARY

	Actual	Projected
Beginning Cash Balance as of December 31, 2010	\$9,964,310	\$9,100,449

### INCOME

A. Revenue Limit Sources		
State Aid	\$ 1,968,863	
Property Taxes	<u>1,390,426</u>	
		3,359,289
B. Federal Income		
Federal Funding	<u>168,044</u>	
		168,044
C. State Income		
Unres. State Funding	477,422	
Lottery	<u>192,107</u>	
		669,529
D. Local Income		
Other Local Income	303,430	
Spec ED	299,429	
Interest	<u>10,472</u>	
		613,331
E. Due to/Due from other funds		
		-
F. Debt Proceeds		
		-
TOTAL INCOME	<u>\$4,810,193</u>	<u>\$4,275,241</u>

Beginning Balance Plus Income	\$14,774,503	\$13,375,690
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### DISBURSEMENTS

G. Commercial Warrants	\$ 671,604	
H. Payroll Warrants	2,784,856	
I. Statutory Employee Benefits	476,872	
J. Health & Welfare	209,252	
K. Other Outgo	1,826,346	
TOTAL DISBURSEMENTS	<u>\$5,968,930</u>	<u>\$5,850,575</u>

Ending Cash Balance as of January 31, 2011	\$8,805,572	\$7,525,115
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**Budget Revisions**  
**Through January 31, 2011**  
**2010-11 Revised Budget**

	<u>Unrestricted</u>	<u>Restricted</u>	<u>Total</u>
<b>Beginning Fund Balance</b>	6,817,102	101,959	6,919,060
<b>Estimated Income</b>	33,938,380	12,933,830	46,872,210
<b>Estimated Expenditures</b>	32,341,193	12,446,181	44,787,374
<b>Change in Fund Balance</b>	1,597,187	487,649	2,084,836
<b>Projected Ending Fund Balance</b>	8,414,289	589,608	9,003,896
<b>Less: Designation for Restricted Programs/             Carryovers</b>	-	589,608	589,608
<b>Less: Designation for Prepaid Expenses</b>	375,869		375,869
<b>Less: Designation for Revolving Cash</b>	15,000		15,000
<b>Less: Designation for Stores Inventory</b>	26,258		26,258
<b>Less: Reserve for Vacation Carryover</b>	208,676		208,676
<b>Less: Reserve for Economic Uncertainty</b>	1,343,621		1,343,621
<b>Less: Reserve for State Budget Uncertainty</b>	-		-
<b>Undesignated/Unappropriated/Unreserved Fund Balance (Uncommitted)</b>	6,444,864	-	6,444,864
<b>Fund 17 Projected End of Year Balance</b>	2,853,080		2,853,080
<b>Projected Reserves</b>	10,641,565	-	10,641,565
<b>As a % Estimated Expense Total</b>	23.76%		
* <b>Projected Reserve % 2011-12</b>	15.20%		
* <b>Projected Reserve % 2012-13</b>	4.89%		
* <b>Projected Reserve % 2013-14</b>	-6.64%		

\* Based on latest multi-year projection assumptions



**BACKGROUND:**

At the February 1, 2011 Board meeting, Haagen Company LLC was selected as the developer for the Santee School site. The next step in the process is to execute a Pre-Lease Agreement with Haagen to govern roles and responsibilities prior to execution of an eventual Ground Lease. To comply with the CDE waiver, the Ground Lease would need to be executed prior to expiration of the waiver on March 29, 2012. However, the Pre-Lease Agreement does not obligate the District to execute a Ground Lease.

**RECOMMENDATION:**

It is recommended that the Board of Education approve the pre-lease agreement with Haagen Company LLC for eventual development of the Santee School site.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

There is no fiscal impact at this time. If a ground lease is executed, the District can realize an annual revenue stream of at least \$250,000.

**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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**PRE-LEASE AGREEMENT  
BETWEEN THE  
SANTEE SCHOOL DISTRICT  
AND**

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THIS Pre-Lease Agreement (the "AGREEMENT") is entered into this \_\_\_\_\_ day of March 2011 ("Executed Date"), by and between the Santee School District ("District"), and \_\_\_\_\_ ("Developer"), regarding the development of the Santee School Property, 10335 Mission Gorge Road, Santee, California (generally bounded by Mission Gorge Road to the north, Cottonwood Avenue to the west, and Railroad Avenue to the east), (the "Site") on the terms and provisions set forth below.

**RECITALS**

WHEREAS, the District desires to pursue the redevelopment of the Site in a comprehensive manner; and

WHEREAS, the Developer has responded to the District's Request for Proposal – Redevelopment of 10335 Mission Gorge Rd ("RFP"), included in Exhibit A of this AGREEMENT and incorporated herein by reference, to redevelop the Site; and

WHEREAS, the District's Governing Board has selected Developer's Proposal as the most favorable to the District of all proposals received; and

WHEREAS, the District and the Developer desire to enter into this AGREEMENT to: (i) document roles, responsibilities, obligations, and tasks of each party associated with work necessary to plan redevelopment of the Site prior to execution of a Ground Lease, (ii) pursue the preparation of a plan to redevelop the Site, (iii) refine acquisition and development pro forma statements, (iv) investigate entitlement and environmental documentation requirements (v) enable the Developer to perform further due diligence investigations, obtain anchor tenant and financing commitments, and prepare site development documents, and (vi) prepare a Ground Lease Agreement ("Ground Lease") if both parties achieve accord on the Plan (as described in Section 201 of this AGREEMENT).

NOW, THEREFORE, in consideration of the recitals and mutual covenants and conditions contained herein, the parties hereto agree as follows:

I. (Section 100) The Site

A. (Section 101) Site Description

The Site constitutes approximately thirteen and 2/10ths (13.2) acres of real property that is the subject of this AGREEMENT. The District and Developer desire to achieve the comprehensive redevelopment of the Site for retail use and to execute a Ground Lease for such.

The Site is shown on Exhibit A, and is comprised of certain real property currently owned or controlled by the District and proposed to be conveyed to the Developer pursuant to the terms of a Ground Lease.

## II. (Section 200) Development Plan

### A. (Section 201) Collaboration

Commencing on Executed Date the parties agree to collaborate together to formulate, refine, and finalize a plan for Site development and revenue generation for the District based on the Developer's Proposal (the "Plan"). Collaborative work regarding the Plan shall include and delineate, without limitation, the following elements:

- (1) The type and scope of development;
- (2) The schedule for, and phasing of, development activities;
- (3) The entities to lease building space on the Site;
- (4) The improvements to be made by the Developer and the District (if any) to the Site, the surrounding area and support infrastructure in connection with Site development;
- (5) The entitlements and agency approvals necessary to facilitate site development;
- (6) District and Developer responsibilities, for implementing site development activities.

Following the completion and District acceptance of the Plan, the parties agree, for the period set forth below, to collaborate in good faith, to prepare a Ground Lease that implements the Plan.

The obligation to collaborate in good faith requires the respective parties to communicate with each other with respect to those issues for which agreement has not been reached, and in such communication to follow reasonable collaboration procedures, including meetings, telephone conversations, and correspondence. It is understood by the parties that final accord on all issues may not be reached. It is also understood that neither party is under any obligation to reach agreement on the Ground Lease, and the District

has no authority to make any commitments regarding the Ground Lease until after the required public hearing concerning the Ground Lease.

## B. (Section 202) District and Developer Obligations

During the Pre-Lease Period, as set forth in Section 203 of this AGREEMENT, District and Developer obligations shall include, but not be limited to, the following:

### 1. District Obligations

- (a) Agree not to convey, negotiate for, or enter into any agreement regarding the Site with any other entity except for short-term use of the Site by other entities as agreed to by both parties which would not interfere with the Plan or extend beyond the executed date of a Ground Lease, if applicable;
- (b) Collaborate in good faith with the Developer to refine the scope, terms, and conditions for Site development activities;
- (c) Provide the Developer with documents in District's possession that would assist the Developer with Site due diligence activities;
- (d) Cooperate with the Developer and the City in processing the environmental and land use entitlement applications, as necessary;
- (e) Upon approval of the Plan and verification of Developer financial commitments to develop the Site, prepare or cause to be prepared, a Ground Lease.

### 2. Developer Obligations

- (a) Agree to use its best efforts to investigate the Site, including the terms and conditions of site development, preparing alternative uses and development plans, and evaluating the financial feasibility of the individual and overall development plans;
- (b) Collaborate in good faith with the District to refine the terms and conditions for the Ground Lease and development activities, and the District's involvement herein;
- (c) Submit site plans, elevations, and any other documents reasonably necessary for District approval;
- (d) Submit proof of lender funding or letter(s) of intent that demonstrate sufficient capital to fund Site development activities;

- (e) Submit proof of Developer cash equity necessary to fund Site development costs not funded by commercial loans or partnership funds; and
- (f) Submit, if an entity is formed to develop the Site, the following information pertaining to the entity;
  - (1) a description of the entity's structure;
  - (2) a listing of all members who will be part of the entity;
  - (3) financial statements for the entity's managing member; and
  - (4) documentation satisfactory to the District as evidence of sources of capital sufficient to demonstrate that the entity has adequate funds to underwrite all costs associated with Developer responsibilities pertaining to Site development.

#### C. (Section 203) Pre-Lease Period

The District and the Developer mutually agree to collaborate to develop, refine, and finalize the Plan and work toward preparation and execution of a Ground Lease from the Executed Date of this Agreement through March 29, 2012. On March 30, 2012 this AGREEMENT shall become null and void .

#### D. (Section 204) Termination

In the event the Developer has not continued to collaborate and work diligently and in good faith, the District shall give written notice thereof to the Developer who shall then have ten (10) working days to commence collaboration and diligent work. Following the receipt of such notice and the failure of the Developer to thereafter commence collaboration and diligent work within the ten (10) working days, the District may terminate this Agreement. Said termination shall be treated as a breach of the Agreement, with consequential damages in an amount equal to the District's out-of-pocket costs (i.e outside consultants, legal counsel, engineers) associated with the District's obligations under this Agreement.

In the event the District has not continued to collaborate and work diligently and in good faith, the Developer shall give written notice thereof to the District, which shall then have ten (10) working days to commence collaboration and diligent work. Following the receipt of such notice and the failure of the District to thereafter commence collaboration and diligent work within the ten (10) working days, the Developer may terminate this Agreement.

### III. (Section 300) Ground Lease Provisions

The parties hereto acknowledge that the financial feasibility of the activity to be proposed by the Developer and the final terms of the Ground Lease are yet to be determined, except for those noted in the RFP and agreed to by Developer through its submittal to the RFP ("RFP Submittal"). Each party assumes the risk that, notwithstanding this AGREEMENT, there is no assurance that the parties will enter into a Ground Lease.

#### IV. (Section 400) Miscellaneous

##### A. (Section 401) Developer's Findings, Determinations, Studies and Reports

On a monthly basis, the Developer agrees to make written and/or oral progress reports advising the District of all material matters and studies being conducted by the Developer with respect to the Plan. No reports or studies by the Developer submitted to the District shall imply any warranty of any kind on the part of the developer as to the accuracy or completeness thereof, and the District agrees to hold the Developer harmless with respect to any use by the District of any such information.

##### B. (Section 402) Ground Lease Payment and Other Consideration

The price and/or other consideration to be paid by the Developer for the Site under the Ground Lease shall be established by agreement among the District and the Developer pursuant to the methodology contained in Developer's RFP Submittal. The final Ground Lease Payments and other consideration shall be based upon such factors as market conditions, density of development, tenant type and use, cost of development, risks incurred, conditions placed by the City of Santee and other governmental agencies, estimated or actual Developer profit, estimated or actual sales and/or rental prices of the facilities to be developed, financial requirements of the District, public purpose and other criteria relevant to the establishment of the fair reuse value for the use permitted to be developed but shall not be less than that contained in the Minimum Pro-Forma included in the Developer's RFP Submittal

##### C. (Section 403) Assignment

Any significant change in the principals, associates, partners, joint venturers, project managers, professional and directly-involved managerial employees of the Developer, during the period of this AGREEMENT, is subject to the approval of the District, which shall not be unreasonably withheld.

Any assignment provisions to be applicable to the Ground Lease shall be established by further agreement between Developer and District and shall be set forth in the Ground Lease.

D. (Section 404) Notices

Any notice pertaining to this Agreement shall be sent to:

***Developer:***

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Attention: \_\_\_\_\_

***District:***

Santee School District

9625 Cuyamaca St

Santee CA 92071

Attention: Karl Christensen

V. (Section 500) The Developer and Full Disclosure

Developer understands that selection of the Developer and execution of this AGREEMENT was predicated upon the assertions, covenants, conditions, and details regarding the Developer and the Plan included in the Developer's RFP Submittal. The Developer is required to make and maintain full disclosure to the District of its principals, officers, stockholders, partners, joint venturers, and all other pertinent information concerning the Developer and the Plan, and any material changes to the elements of the RFP Submittal during the Pre-Lease Period.

VI. (Section 600) District and City Responsibilities

A. (Section 601) Environmental Requirements

The Developer and District shall, cooperate with the City of Santee (the "City"), to prepare all necessary environmental documents as required by the California Environmental Quality Act (Public Resources Code Section 21,000 et. Seq.) and local regulations, for certification by the City. The Developer agrees to take the lead in communicating with the City to help determine the environmental impact of the proposed development and to prepare any other additional



documents as may be needed to complete environmental review for the development of the Site; provided, however, that the District, the City and the Developer shall incur no cost or expense in connection therewith unless otherwise agreed in writing. All costs associated with environmental and other land studies and the preparation and submission of required documents shall be paid by the Developer.

B. (Section 602) District Assistance and Cooperation

The District shall cooperate fully in providing the Developer with appropriate information and assistance as requested.

VII. (Section 700) Real Estate Commission

The District and the Developer each represent to each other that neither has engaged any broker, agent, or finder in connection with this transaction and each agrees to defend, indemnify, and protect and hold the other harmless from any claims by any broker, agent, or finder retained by such indemnifying party.

VIII. (Section 800) Commitment of District

By its execution of this AGREEMENT, the District is not committing itself to or agreeing to undertake: (a) any disposition of land to the Developer; or (b) any other acts or activities requiring a subsequent independent exercise of discretion by the District, the City or any agency or department thereof. This AGREEMENT does not constitute a disposition of property or exercise of control over property by the District or the City and does not require a public hearing. Execution of this AGREEMENT by the District is merely an agreement to enter into a period of collaboration prior to execution of a Ground Lease, reserving final discretion and approval by the District as to any disposition of the Site and all proceedings and decisions in connection therewith.

IN WITNESS WHEREOF, the District and the Developer have signed this AGREEMENT on the respective dates set forth below.

SANTEE SCHOOL DISTRICT

Dated: \_\_\_\_\_

\_\_\_\_\_  
Karl Christensen  
Assistant Superintendent  
Business Services

DEVELOPER

\_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
(title)

APPROVED AS TO FORM:

\_\_\_\_\_  
District Legal Counsel

Discussion and/or Action Item E.2.4.  
Prepared by Karl Christensen  
March 1, 2011

Approval of Agreement with the Fiscal Crisis  
Management Assistance Team (FCMAT) to  
Conduct a Study of Technology Services

## **BACKGROUND:**

In recent years, support resources for technology have been scaled back in response to the State Budget crisis. As technology is a critical element for student success and staff productivity, it is imperative that the District maintain its ability to keep technology operating at peak performance, quickly respond to customer needs, and remain poised to take advantage of new technologies as they emerge.

To assist the District in developing a roadmap for meeting those goals, Administration recommends contracting with the Fiscal Crisis Management Assistance Team to perform a study of technology services around the following scope points:

- Review and analyze the District's technology infrastructure and make recommendations to improve speed, efficiency, and reliability. The review of technology infrastructure will include an analysis and recommendations regarding the following:
  - Cable Plant
  - Hardware Age and Obsolescence
  - Network Topology and Configuration
- Review and analyze the District staffing for delivery of technology support services and make recommendations to improve efficiency, effectiveness, end-user capability and empowerment, and cost/benefit ratios. Staffing areas to be reviewed shall cover but not be limited to:
  - User, Desktop, and Workstation Support
  - Network Administration and Support
  - E-rate Administration and Support
  - Enterprise System Support (Website, E-mail, Student System, Assessment System, Financial System)
  - Instructional and Non-Instructional Technology Support
  - Staff-to-Device Support Ratios
- Analyze the District's instructional and administrative technology services for operational economies and make recommendations for improvement.
- Assess the District's preparedness for current and emerging technology trends and make recommendations to improve the District's positioning for implementation.

**RECOMMENDATION:**

It is recommended that the Board of Education approve the agreement with Fiscal Crisis Management Assistance Team (FCMAT) to conduct study of technology services.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

The cost of this study is \$8,000, which will be paid from the E-Rate savings.

**STUDENT ACHIEVEMENT IMPACT:**

By providing optimal technology resources and support, students will have the technology tools necessary to improve achievement.

Motion:		Second:		Vote:		Agenda Item E.2.4.
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# FCMAT

FISCAL CRISIS & MANAGEMENT  
ASSISTANCE TEAM

CSIS California School Information Services

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## FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM STUDY AGREEMENT February 11, 2011

The FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM (FCMAT), hereinafter referred to as the Team, and the Santee School District, hereinafter referred to as the District, mutually agree as follows:

### 1. BASIS OF AGREEMENT

The Team provides a variety of services to school districts and county offices of education upon request. The District has requested that the Team provide for the assignment of professionals to study specific aspects of the Santee School District operations. These professionals may include staff of the Team, County Offices of Education, the California State Department of Education, school districts, or private contractors. All work shall be performed in accordance with the terms and conditions of this Agreement.

In keeping with the provisions of AB1200, the County Superintendent will be notified of this agreement between the District and FCMAT and will receive a copy of the final report. The final report will be published on the FCMAT website.

### 2. SCOPE OF THE WORK

#### A. Scope and Objectives of the Study

The scope and objectives of this study are to:

1. Review and analyze the district's technology infrastructure and make recommendations to improve speed, efficiency, and reliability. The review of technology infrastructure will include an analysis and recommendations regarding the following:
  - Cable Plant
  - Hardware Age and Obsolescence
  - Network Topology and Configuration

2. Review and analyze the district staffing for delivery of technology support services and make recommendations to improve efficiency, effectiveness, end-user capability and empowerment, and cost/benefit ratios. Staffing areas to be reviewed shall cover but not be limited to:
  - User, Desktop, and Workstation Support
  - Network Administration and Support
  - E-rate Administration and Support
  - Enterprise System Support (Website, E-mail, Student System, Assessment System, Financial System)
  - Instructional and Non-Instructional Technology Support
  - Staff-to-Device Support Ratios
3. Analyze the district's instructional and administrative technology services for operational economies and make recommendations for improvement in the following areas:
  - Application Software Used at District and Site Levels
  - Student Data Assessment and Accountability Protocols
4. Assess the district's preparedness for current and emerging technology trends and make recommendations to improve the district's positioning for implementation.

B. Services and Products to be Provided

- 1) Orientation Meeting - The Team will conduct an orientation session at the School District to brief District management and supervisory personnel on the procedures of the Team and on the purpose and schedule of the study.
- 2) On-site Review - The Team will conduct an on-site review at the District office and at school sites if necessary.
- 3) Exit Report - The Team will hold an exit meeting at the conclusion of the on-site review to inform the District of significant findings and recommendations to that point.
- 4) Exit Letter - The Team will issue an exit letter approximately 10 days after the exit meeting detailing significant findings and recommendations to date and memorializing the topics discussed in the exit meeting.
- 5) Draft Reports - Sufficient copies of a preliminary draft report will be delivered to the District administration for review and comment.
- 6) Final Report - Sufficient copies of the final study report will be delivered to the District administration following completion of the review.

- 7) Follow-Up Support – Six months after the completion of the study, FCMAT will return to the District, if requested, to confirm the District’s progress in implementing the recommendations included in the report, at no cost. Status of the recommendations will be documented to the District in a FCMAT Management Letter.

3. **PROJECT PERSONNEL**

The study team will be supervised by Anthony L. Bridges, CFE, Deputy Executive Officer, Fiscal Crisis and Management Assistance Team, Kern County Superintendent of Schools Office. The study team may also include:

- |                           |                                 |
|---------------------------|---------------------------------|
| <i>A. Andrew Prestage</i> | <i>FCMAT Management Analyst</i> |
| <i>B. Andrew Schwab</i>   | <i>FCMAT Consultant</i>         |
| <i>C. Carl Fong</i>       | <i>FCMAT Consultant</i>         |

Other equally qualified consultants will be substituted in the event one of the above noted individuals is unable to participate in the study.

4. **PROJECT COSTS**

The cost for studies requested pursuant to E.C. 42127.8(d)(1) shall be:

- A. \$500.00 per day for each Team Member while on site, conducting fieldwork at other locations, preparing and presenting reports, or participating in meetings.
- B. All out-of-pocket expenses, including travel, meals, lodging, etc. The District will be invoiced at actual costs, with 50% of the estimated cost due following the completion of the on-site review and the remaining amount due upon acceptance of the final report by the District.

**Based on the elements noted in section 2 A, the total cost of the study is estimated at \$8000.**

- C. Any change to the scope will affect the estimate of total cost.

Payments for FCMAT services are payable to Kern County Superintendent of Schools - Administrative Agent.

5. **RESPONSIBILITIES OF THE DISTRICT**

- A. The District will provide office and conference room space while on-site reviews are in progress.
- B. The District will provide the following (if requested):
  - 1) A map of the local area
  - 2) Existing policies, regulations and prior reports addressing the study request
  - 3) Current or proposed organizational charts
  - 4) Current and two (2) prior years' audit reports
  - 5) Any documents requested on a supplemental listing
  - 6) Any documents requested on the supplemental listing should be provided to FCMAT in electronic format when possible.
  - 7) Documents that are only available in hard copy should be scanned by the district and sent to FCMAT in an electronic format.
  - 8) All documents should be provided in advance of field work and any delay in the receipt of the requested documentation may affect the start date of the project.
- C. The District Administration will review a preliminary draft copy of the study. Any comments regarding the accuracy of the data presented in the report or the practicability of the recommendations will be reviewed with the Team prior to completion of the final report.

Pursuant to EC 45125.1(c), representatives of FCMAT will have limited contact with pupils. The District shall take appropriate steps to comply with EC 45125.1(c).

6. **PROJECT SCHEDULE**

The following schedule outlines the planned completion dates for key study milestones:

<b><i>Orientation:</i></b>	<b><i>to be determined</i></b>
<b><i>Staff Interviews:</i></b>	<b><i>to be determined</i></b>
<b><i>Exit Interviews:</i></b>	<b><i>to be determined</i></b>
<b><i>Preliminary Report Submitted:</i></b>	<b><i>to be determined</i></b>
<b><i>Final Report Submitted:</i></b>	<b><i>to be determined</i></b>
<b><i>Board Presentation:</i></b>	<b><i>to be determined</i></b>
<b><i>Follow-Up Support:</i></b>	<b><i>If requested</i></b>



7. **CONTACT PERSON**

Name of contact person: Karl Christensen, Assistant Superintendent, Business


Telephone: (619) 258-2321 \_\_\_\_\_ FAX: (619) 258-2241 \_\_\_\_\_

E-Mail: kchristensen@santee.k12.ca.us

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Dr. Patrick Shaw, Superintendent  
Santee School District

Date



February 11, 2011

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Anthony L. Bridges, CFE  
Deputy Executive Officer

Date

Fiscal Crisis and Management Assistance Team

Discussion and/or Action Item E.3.1.  
Prepared by Karl Christensen  
March 1, 2011

Award of Contract to Gem Industrial Electric  
Inc. for Custom Design Shade Shelter at  
Carlton Oaks School

**BACKGROUND:**

On June 22, 2010, the Board approved replacement of the shade shelter in the lunch area at Carlton Oaks School as a custom design. The project was put out to bid for construction to commence during Spring Break and bids were opened on February 10, 2011. The following bids were received:

- Gem Industrial Electric, Inc.           \$149,860
- Telliard Construction                 \$198,900

Nine bidders attended the walk-through on February 3, 2011, based on an estimate of \$55,000 provided by the District's Architect and given DSA approval on December 21, 2010. As bidders began to obtain pricing from structural steel contractors, many were forced to drop out due to the inability to bond against a higher bid. As a result, only two bids were received by the deadline.

Gem Industrial's bid included a structural steel sub-contractor unfamiliar to the District. With a large disparity between the bids, staff contacted Gem Industrial which is well known in San Diego County having done work previously for Santee and surrounding districts. The purpose of the follow-up contact was to ensure there were no mathematical or omission errors in their bid. Gem reported that the structural steel contractor, which they have not previously used, had inadvertently omitted the cost of hot galvanizing from their costs submitted to Gem Industrial but that Gem would honor their bid price in order to keep their employees working. Gem Industrial has a good reputation in the industry and staff has no reason to believe that Gem will not or cannot fulfill their commitment.

District Maintenance staff will remove the old structure and Gem Industrial Electric, Inc. will start and complete work during Spring Break.

**RECOMMENDATION:**

It is recommended that the Board of Education award the custom design shade shelter bid and contract with Gem Industrial Electric, Inc. for \$149,860 less the deductive alternate # 2 for \$4,000 demolition, for a total of \$145,860.

This recommendation supports the following District goals:

- 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:**

At the June 22, 2010 Board meeting, costs for a custom design were estimated at \$40,000 higher than the costs for the pre-DSA approved structures implemented for Prospect Avenue School. This indicated a construction cost of \$90,000. Staff subsequently revised the estimate to \$140,000 based on changing factors as the design process progressed. Incorporating Gem's bid, the total project cost is now estimated at \$179,860 of which \$14,000 has already been expended. This structure is over the original cost estimates but can be funded from Capital Improvement Program funding without jeopardizing the completion of other planned projects.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item E.3.1.
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**Bond Project Budget Sheet**

OPSC Project Number:	
CIP Funding	\$ 179,860
State Funding	
Additional Funding Needed:	
<b>Total Project Budget:</b>	<b>\$179,860</b>

Responsible Person/Dept: CHRISTINA BECKER  
 Budget #: \_\_\_\_\_  
 Site: Shade Structure Custom with No Paving  
 Project Description: Carlton Oaks - Square Feet - 1939

Category (object description)	Object Code	Budget Amount	Comments
<b>A. Site Costs</b>			
Purchase Price of Property	6110		
Appraisal Fees	6120		
Escrow Costs	6130		
Surveying Costs	6140		
Site Support Costs	6150		
Hazardous Waste Removal	6157		
Other Site Costs	6160		
<b>B. Planning Costs</b>			
Architect/Engineering Fees	6210	\$ 12,000	Webb Cleff Architecture & Engineering, Inc.
DSA Plan Check Fees	6220	\$ 1,750	DSA Fees Paid to Date
CDE Plan Check Fees	6230		
Energy Analysis Fee	6235		
Preliminary Tests	6240	\$ 750	Cable Pipe & Leak Costs to Date
Other Costs - Planning	6250	\$ 1,500	Blueprinting - Escondido Reprographics - Estimate
<b>C. Construction Costs</b>			
Main Construction	6270	\$ 145,860	Gem Industrial Electric, Inc. per Bid
Main Construction - Change Orders	6279	\$ 5,000	Owner's Extra Contingency
Demolition	6175	\$ 3,000	Demolition of Old Structure Dump Fees Work by Self Forces
Construction	6272		
Other Construction	6274		
Other Construction	6274		
Asphalt Paving Work	6274		
Inspections	6290	\$ 3,000	IOR - Hendrix
Construction Tests	6280	\$ 5,000	Materials & Testing Labs - Welding High Strength Bolts
Construction Tests - Back Charges	6289		
Furniture & Equipment	6490		
Furniture & Equipment	4400		
<b>D. Additional Object Codes</b>			
Other (a clear description must be listed)		\$ 2,000	Soft Cost Contingency
<b>PROJECT TOTAL</b>		<b>\$ 179,860</b>	

Estimated Project Start Date:
Estimated Completion Date:

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

Discussion and/or Action Item E.3.2.  
Prepared by Karl Christensen  
March 1, 2011

Approval of Site DSA Inspector IOR and  
Test Lab for Carlton Oaks School Shade  
Shelter

**BACKGROUND:**

The Division of State Architect (DSA) reviews and approves all school construction projects. Part of the construction process requires Inspectors of Record (IOR) services and materials testing be assigned to the construction of school projects. These entities must be DSA-qualification approved.

**RECOMMENDATION:**

It is recommended that the Board of Education approve IOR services with Hendrix, California School Construction Services, and materials testing lab services with Ninyo & Moore for the Carlton Oaks School Shade Shelter construction.

This recommendation supports the following District goals:

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

**FISCAL IMPACT:**

The fiscal impact of Phase 2 IOR and staff extension services will be funded from CIP funds, and Prop R bond proceeds. The fiscal breakdown by consultant is as follows:

- Hendrix, California School Construction Services                      \$3,000
- Ninyo & Moore    \$5,000

**STUDENT ACHIEVEMENT IMPACT:**

The Modernization/Capital Improvement Program plans will positively impact student learning environments.

Motion:		Second:		Vote:		Agenda E.3.2.
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Discussion and/or Action Item E.3.3. Neighbor Encroachment on District Property at Chet F. Harritt and Impact to Sound Wall Construction

Prepared by Karl Christensen  
March 1, 2011

**BACKGROUND:**

In 2007 at a CIP workshop held at Cajon Park, information was provided to the Board regarding aerial surveys that had recently been conducted for all district sites. Since playground fences are often placed at the top of a slope while the property line is at the bottom of the slope, there were numerous instances of encroachment by adjacent neighbors onto district property with certain improvements, most notable being landscaping. In most cases the encroachments did not impact planned construction so at that time the Board directed that no action be taken.

Construction of the remaining two ball fields at Chet F. Harritt incorporates installation of a masonry sound wall at the top of the slope on the north side of the property adjacent to the mobile home park. Construction of the wall requires installation of substantial footings. As a result, the sound wall cannot be installed without impacting neighbor improvements on the slope including trees, shrubbery, and foliage. Furthermore, there is one neighbor that has installed a patio that encroaches onto the slope area that will impede installation of the sound wall.

**RECOMMENDATION:**

Administration recommends the Board discuss the impact of neighbor encroachments and provide direction for next steps. This is an information only item. Action, if any, is at the discretion of the Board.

This recommendation supports the following District goal:

- Provide facilities that optimize the learning environment for all students.

**FISCAL IMPACT:**

Any fiscal impact is unknown at this time.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item E.3.3.
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Discussion and/or Action Item E.3.4.  
Prepared by Karl Christensen  
March 1, 2011

Approval of Contract Amendment with Lightfoot  
Planning Group for Extra Services on the  
Chet F. Harritt Ball Field Project for Modified  
Design of Sound Wall

**BACKGROUND:**

On June 17, 2008, the Board approved a contract with Lightfoot Planning Group as a landscape architecture for athletic field projects at Chet F. Harritt School. The extra services of Lightfoot Planning Group are for additional construction administration for phased work and sound wall structural changes for masonry pursuant to the attached proposal change order #5. Re-design and engineering should save \$10,000 in construction costs.

**RECOMMENDATION:**

It is recommended that the Board of Education approve additional engineering and services of \$17,750.

This recommendation supports the following District goals:

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

**FISCAL IMPACT:**

The fiscal impact for the engineering cost is \$17,750, which will be funded through the Capital Improvement Program budget.

**STUDENT ACHIEVEMENT IMPACT:**

This is a fiscal item related to facilities. All fiscal resources impact student achievement.

Motion:		Second:		Vote:		Agenda Item E.3.4.
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Chet Harritt Elementary Athletic Field Renovation  
Change Order #05 - Design Services for:  
District directed 'phase 2' work for remainder of field improvements.

This extra service proposal is due to the duplication of CA task work for district phases 1 and 2 and redesign/design change of sound wall. This scope of work does not include work for district 'phase 3' work for concessions/restroom building.

**Scope of Work**

1. Coordination review w/owner and design team for design modification and change of original DSA approved wood and siding sound wall to CMU design.
2. Prepare FCD submittal package for DSA review and approval.
3. Present design sketches to owner and construction manager for review prior to bid. Incorporate additional feedback if necessary. Coordinate bid package for final contractor pricing with construction manager.
4. Coordinate design changes to sound wall with contractor and perform additional hours of project design administration.
5. Respond to contractor questions or RFI during bid and construction.
6. Facilitate review of project submittals and shop drawings.
7. Attend weekly meetings for construction review and observation services from 2/16/11 to 6/28/11.
8. Conduct milestone reviews of project completion, progress job walks, punch list walks, establishment and final acceptance job walks.
9. Coordinate as-built plans for DSA submittal and project close-out w/architect
10. Coordinate project work, and services contract of subconsultants.
11. Anticipated reimbursement budget of \$500 for printing expenses, overnight and document distribution, excludes project bid sets and manuals.

<b>Lightfoot Fee:</b>	<b>\$9,750.00</b>
<b>Wiseman &amp; Rohy Structural</b>	<b>\$2,500.00</b>
<b>Johnson Consulting</b>	<b>\$1,500.00</b>
<b>Cornerstone Engineering</b>	<b>\$3,500.00</b>
<b>(T&amp;M contingency as needed)</b>	
<b>Reimbursement Budget</b>	<b>\$ 500.00</b>
<b>Total Fee:</b>	<b><u>\$17,750.00</u></b>

Discussion and/or Action Item E.4.1. Adoption of Resolution No. 1011-15 to Layoff  
Classified Non-Management Positions

Prepared by Minnie Malin  
March 1, 2011

**BACKGROUND:**

Due to the promotion of several 8<sup>th</sup> grade students and/or families moving out of the Santee School District, 1:1 assistance provided by five (5) Instructional Assistant, Special Education aides will no longer be required. In addition, Administration identified two (2) Instructional Assistant I positions that should be reduced or eliminated due to lack of funds or services.

Some of the classified employees affected by the elimination of these positions will have options to bump into other positions within the same classification. As a result, four (4) classified employees will be laid off. The affected employees will receive a 45-day layoff notice of layoff and be placed on a 39-month reemployment list.

Administration brings forward these recommendations at tonight's meeting.

**RECOMMENDATION:**

Administration supports the following recommendations:

Layoff

- Eliminate two (2) Instructional Assistant, Special Education I positions effective June 22, 2011
- Eliminate two (2) Instructional Assistant, Special Education II positions effective June 22, 2011
- Eliminate two (2) Instructional Assistant I positions; one position (1) effective April 18, 2011, and one position (1) effective May 23, 2011.

**FISCAL IMPACT:**

The total annual savings to the general fund by eliminating four (4) Special Education positions will be \$45,593; and an additional \$17,623 of site funding will be reduced by eliminating two (2) regular Instructional Assistant positions; for a total of \$63,316.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item E.4.1.

# SANTEE SCHOOL DISTRICT

## Resolution No. 1011-15

**WHEREAS**, when a bona fide reduction or elimination of funds or services occurs within a school district, classified employees shall be subject to reduction of hours for either lack of work or lack of funds;

**WHEREAS**, the elimination of certain services being performed by the classified staff has resulted in an elimination of work;

**WHEREAS**, due to lack of funds and/or lack of work, the Board finds that it is in the best interest of this school district that certain services be eliminated and/or reduced in work hours:

### Layoff

- Eliminate two (2) Instructional Assistant, Special Education I positions effective June 22, 2011
- Eliminate two (2) Instructional Assistant, Special Education II positions effective June 22, 2011
- Eliminate two (2) Instructional Assistant I positions; one position (1) effective April 18, 2011, and one position (1) effective May 23, 2011.

**BE IT FURTHER RESOLVED** that the Board authorizes the District Superintendent to give notice to the affected classified employees that their position will be eliminated and/or reduced in work hours/year pursuant to applicable provisions of the Education Code of the State of California, and the negotiated agreement with California School Employees Association Article XI, (Layoff, Reemployment, Involuntary Reduction in Hours, and the Impacts and Effects of Such Matters), such notice to be given forty-five (45) days prior to the effective date of reduction/layoff as set forth above.

The foregoing Resolution was passed and adopted at a regular meeting of the Governing Board of the Santee School District on the 1<sup>st</sup> day of March 2011, by the following vote:

**AYES:** \_\_\_\_\_  
**NOES:** \_\_\_\_\_  
**ABSENT:** \_\_\_\_\_

Dated 3/1/11

\_\_\_\_\_  
Clerk, Board of Education

BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS Item F.

Agenda Item F.

CLOSED SESSION Item G.

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

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

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

RECONVENE TO PUBLIC SESSION Item H.

ADJOURNMENT Item I.