

# Santee School District

**SCHOOLS:**

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

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

**BOARD OF EDUCATION  
 REGULAR MEETING  
 A G E N D A  
 April 17, 2012**

**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.*

**6:00 PM – General Obligation (GO) Bonding Capacity Workshop  
 (District Office Conference Room)**

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A. <b>7:00 p.m. – REGULAR MEETING OPENING PROCEDURES</b>	6
1. Call to Order and Welcome	
2. District Mission	
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4. Approval of Agenda	
 B. <b>REPORTS AND PRESENTATIONS</b>	
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3. Presentation of the Board's Initial Proposal to Modify Articles of the Collective Bargaining Agreement Between Santee School District and Santee Teachers Association (STA)	14
4. Student Spotlight – Carlton Hills	16
5. Report from the Safety / Facilities Committee	17
6. Report on Balanced Reading Program, Grades K-3	18

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

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<b>C. PUBLIC COMMUNICATION</b>	19
<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 recorded.</i>	
<b>D. PUBLIC HEARINGS</b>	20
1. <b><u>Proposed Increase to Level 1 Developer Fees</u></b>	21
<b>E. CONSENT ITEMS</b>	
<i>Items listed under Consent are considered to be routine and are acted on by the Board with a single motion. There is no discussion of these items prior to the Board vote unless a member of the Board, staff, or public requests specific items be considered separately. Request to speak cards should be submitted in advance.</i>	
<b>Superintendent</b>	
1.1. <b><u>Approval of Minutes</u></b>	24
It is recommended that the Board of Education approve meeting minutes with any necessary modifications.	
<b>Business Services</b>	
2.1. <b><u>Approval/Ratification of Travel Requests</u></b>	28
It is recommended that the Board of Education ratify the authorization granted to personnel requesting out-of-district travel as listed in the item.	
2.2. <b><u>Approval/Ratification of Revolving Cash Report</u></b>	30
It is recommended that the Board of Education approve/ratify revolving cash checks as listed in the item.	
2.3. <b><u>Acceptance of Donations</u></b>	32
It is recommended that the Board of Education accept donations as listed.	
2.4. <b><u>Approval of Consultants and General Service Providers</u></b>	33
It is recommended that the Board of Education approve Consultant and General Service Provider agreements as presented.	
2.5. <b><u>Approval of Uniform Complaint Quarterly Report Required by the Williams Settlement</u></b>	35
It is recommended that the Board of Education approve the quarterly report for the period ending March 31, 2012, required by the Williams Settlement.	
2.6. <b><u>Approval/Ratification of Agreement with Riverview Community Church for Use of Facilities at Cajon Park School</u></b>	36
It is recommended that the Board of Education approve/ratify the Agreement with Riverview Community Church for use of Cajon Park facilities.	

**2.7. Adoption of Resolution #1112-16 Increasing Level 1 Fees on Development Projects** 40

It is recommended that the Board of Education adopt Resolution #1112-16 increasing the Level 1 Fee for development projects in Santee School District at \$1.98/square foot for residential and \$0.32/square foot for commercial to be effective June 17, 2012, 60 days after adoption.

**2.8. Amendment to School Fees Agreement with Lennar Homes for Sky Ranch Project** 45

It is recommended that the Board of Education approve the amendment to extend the School Fees Agreement with Lennar Homes for the Sky Ranch Project through April 14, 2015.

**Human Resources/Pupil Services**

**3.1. Personnel, Regular** 49

It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations and dismissals.

**3.2. Adoption of Resolution No. 1112-18, Declaring May 9, 2012 as the Day of the Teacher** 51

It is recommended that the Board of Education approve resolution no. 1112-18.

**3.3. Adoption of Resolution No. 1112-19, Declaring May 20-26, 2012 as Classified School Employees Week** 53

It is recommended that the Board of Education approve resolution no. 1112-19 declaring May 20-26, 2012 as Classified School Employees Week.

**3.4. Approval of Revisions to Student Attendance Clerk Job Description** 55

It is recommended that the Board of Education approve revisions to the Student Attendance Clerk job description.

**3.5. Adoption of Resolution No. 1112-21 to Approve Appropriate Signing Official on the Service Agreement with the Office of Administrative Hearings** 58

It is recommended that the Board of Education approve the service agreement and appropriate signing official with the Office of Administrative Hearings.

**F. DISCUSSION AND/OR ACTION ITEMS** 60

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

**Business Services**

**1.1. Approval of Monthly Financial Report** 61

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

**1.2. Adoption of Resolution #1112-17 to Issue Tax Revenue Anticipation Notes for the 2012-13 Fiscal Year** 64

It is recommended that the Board of Education adopt Resolution #1112-17 authorizing the issuance of tax and revenue anticipation notes (TRANS) for the 2012-13 fiscal year in an amount not to exceed \$10 million.

- 1.3. Approval to Join Coalition for Intervening in SDG&E Rate Case and Engagement of Best, Best & Krieger for Coalition Legal Services** 90  
It is recommended that the Board of Education authorized joining the coalition for intervening in the SDG&E rate case and executing an engagement letter with Best, Best & Krieger for coalition legal services.
- 1.4. Approval to Purchase Print Shop Pro Manager Software System for Publications Department** 127  
It is recommended that the Board of Education approve the purchase of the Print Shop Pro Manager software system from EDU Business Solutions.
- 1.5. Authorization to Seek Bids/Proposals for Summer Projects** 129  
It is recommended that the Board of Education authorize administration to seek bids/proposals for the summer projects listed which will be performed during the summer of 2012.
- 1.6. Update with Haagan Company for Commercial Development of the Santee School Site and Renewal of Pre-Lease Agreement** 131  
The Haagan Company will provide an update to the Board on the prospects of commercial development. It is recommended that following the update, the Board of Education renew the Pre-Lease Agreement with Haagen Company LLC for Commercial Development of the Santee School Site through April 30, 2014.
- Capital Improvement Program**
- 2.1. Legacy Pathways at Hill Creek and Chet F. Harritt Schools** 140  
This is an information item. Action is at the discretion of the Board of Education.
- 2.2. Exterior Cameras for New Hill Creek Addition** 141  
This is an information item. Action is at the discretion of the Board of Education.
- Educational Services**
- 3.1. K – 3 Reading Assessment** 142  
It is recommended that the Board of Education approve the purchase of the Benchmark Assessment System as the new District reading assessment for grades K - 3.
- 3.2. Dual Immersion Program 2012-2013** 144  
It is recommended that the Board of Education approve a one-way, Spanish dual immersion program beginning August 2012 for up to two kindergarten classes at Carlton Hills School.
- Human Resources/Pupil Services**
- 4.1. Adoption of Resolution No. 1112-20 to Layoff Classified Non-Management Positions** 151  
It is recommended that the Board of Education adopt resolution no. 1112-20 to lay off specified classified non-management positions.
- 4.2. Employee Recognition for Day of the Teacher and Classified School Employees Week** 153  
It is requested that the Board of Education approve the recommendation for the recognition of teachers and classified employees.

- 4.3. Approval of New Job Description for Dual Language Immersion Program, Classroom Teacher, Grades K-8** 154  
It is recommended that the Board of Education approve the new job description for Dual Language Immersion Program, Classroom Teacher, Grades K-8.
- G. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS** 158
- H. CLOSED SESSION** 159
- 1. Conference with Labor Negotiator (Govt. Code § 54956.8)**  
*Purpose: Negotiations*  
*Agency Negotiator: Karl Christensen, Asst. Superintendent*  
*Employee Organization: Classified School Employees Association*
- 2. Public Employee Discipline/Dismissal/Release (Govt. Code § 54957)**
- 3. Conference with Legal Counsel (Subdivision (a) of Govt. Code § 54956.9)**  
Anticipated Litigation: One potential case
- 4. Public Employee Performance Evaluation (Govt. Code § 54957)**  
*Superintendent*
- I. RECONVENE TO PUBLIC SESSION** 159
- J. ADJOURNMENT** 159

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 May 1, 2012, at 7:00 p.m. in the Douglas E. Giles Educational Resource Center.*

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

Members present:

Bartholomew  
 El-Hajj  
 Fox  
 Burns  
 Ryan

#### OPENING PROCEDURES ITEM A.

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

2. District Mission

*Santee School District, 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 April 17, 2012 regular meeting

Agenda Item A.

Reports and Presentations Item B.1. Superintendent's Report  
Prepared by Dr. Patrick Shaw  
April 17, 2012

The following items are presented for Board information:

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

Agenda Item B.

**DEVELOPER FEES COLLECTION REPORT  
2011-12  
CUMULATIVE THROUGH MARCH 22, 2012**

Residential Rate: \$3.56 per square foot over 500 - effective 4/05/11

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	9733 Notnil Court	07/18/11	615	\$2,189.40	HC
	X	9526 St. Andrews Drive	07/18/11	567	\$2,018.52	CO
	X	8321 Big Rock Road	07/21/11	785	\$2,794.60	CFH
X		1800 Joe Crosson Drive	08/02/11	3,016	\$874.64	PD
	X	1992 Los Senderos Drive (McMillin Morningview)	08/08/11	3,206	\$11,413.36	PD
	X	2084, 2144, 2155 Los Senderos Drive (McMillin Morningview)	08/08/11	7,537	\$26,831.72	PD
	X	2037 Los Senderos Drive (McMillin Morningview)	08/08/11	2,000	\$7,120.00	PD
	X	7460-7465 Mission Villas Court (Bushy Hill 12)	08/24/11	10,770	\$38,341.20	CFH
	X	2144 Los Senderos (McMillin Morningview)	08/29/11	210	\$747.60	PD
	X	2084 Los Senderos (McMillin Morningview)	08/29/11	195	\$694.20	PD
	X	11402 Cacho Court	08/31/11	560	\$1,993.60	PD
	X	2246 Los Senderos Drive (McMillin Morningview)	09/28/11	3,206	\$11,413.36	PD
	X	2281 & 2293 Los Senderos Drive (McMillin Morningview)	09/28/11	4,293	\$15,283.08	PD
	X	2253 & 2288 Los Senderos Drive (McMillin Morningview)	09/28/11	5,244	\$18,668.64	PD
X		9310 Fanita Pkwy (Padre Dam MWD) Replace Shade Struc.	10/25/11	3,924	\$0.00	CO
	X	2288 Los Senderos (McMillin Morningview)	11/02/11	210	\$747.60	PD
	X	7466-7475 Mission Villas Court (McMillin Morningview)	11/03/11	10,770	\$38,341.20	CFH
X		9216 Abraham Way (Scantibodies)	11/10/11	455	\$131.95	HC
	X	11997-11701 Woodside Terrace (McMillin Morningview)	11/15/11	7,537	\$26,831.72	PD
	X	1931 Woodside Terrace (McMillin Morningview)	11/15/11	2,000	\$7,120.00	PD
X		8876 Cuyamaca Street	11/15/11	123	\$35.67	RS
X		8967 Carlton Hills	11/18/11	3,910	\$1,133.90	CH
	X	9234 Birchcrest Blvd.	01/03/12	972	\$3,460.32	SC
	X	1214 Tuttle Lane	01/17/12	1,356	\$4,827.36	PD
	X	11997 Woodside Terrace (McMillin) Add'l Sq. Footage	01/19/12	210	\$747.60	PD
X		9216 Abraham Way (Scantibodies)	01/25/12	443	\$128.47	HC
	X	8213 Poinciana Drive	01/27/12	1,875	\$6,675.00	PD
	X	8225 Poinciana Drive	01/27/12	1,875	\$6,675.00	PD
	X	8564 Clifford Heights Road (Fire Re-build of 2,250 sq. ft.)	03/12/12	2,250	\$0.00	CFH
<b>TOTAL PAGE 1</b>					<b>\$237,239.71</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 - April 17, 2012						
Group	Location	Date	Days	Time	Attendance	Fees Applied
<u>Cajon Park</u>						
OSTP Project Safe	Multi-Purpose	3/6/12 - 3/7/12	Tues-Wed	5:30 pm - 8:30 pm	150	
PTSA (Father/Daughter Dance)	Multi-Purpose	3/10/12	Saturday	5:00 pm - 9:00 pm	400	\$121.00
<u>Carlton Oaks</u>						
CO PTA	Multi-Purpose	3/9/12	Friday	5:00 pm - 9:00 pm	300	\$35.00
Washington DC Trip Meeting	Multi-Purpose	3/27/12	Tuesday	6:30 pm - 8:30 pm	90	
<u>Chet F. Harritt</u>						
Washington DC Trip Meeting	Classroom	3/13/12	Tuesday	5:30 pm - 7:00 pm	35	
<u>Hill Creek</u>						
CYT (Student Performance)	Multi-Purpose	3/22/12	Thursday	4:30 pm - 8:00 pm	300	
<u>Pepper Drive</u>						
PTO (Family Night)	Kitchen	12/13/11	Tuesday	5:00 pm - 7:30 pm	300	\$20.00
<u>Sycamore Canyon</u>						
Vista Hill/STAR Specialties	Multi-Purpose & Classroom	4/2/12 - 6/18/12	Monday	4:30 pm - 6:30 pm	12 - 18	

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

Santee School District  
 ENROLLMENT REPORT  
 3/30/2012  
 Month 8 Week 2

SCHOOL	K	Gr.1	Gr.2	Gr.3	Gr.4	Gr.5	Gr.6	Gr.7	Gr.8	03/30/12		04/01/11		# Diff	% Diff	03/30/12		04/01/11		# Diff	% Diff	Prior Week	
										Total Reg	Gr 8	Total Reg	Gr 8			SDC	SDC	SDC	SDC			3/23/12	Total All
Cajon Park	102	99	105	109	114	110	112	111	94	956	990	-34	-3.4%	68	67	1	1.5%	1024	1025	-1		1025	-1
Carlton Hills	41	38	44	41	42	43	41	98	94	482	498	-16	-3.2%	28	20	8	40.0%	510	510	0		510	0
Carlton Oaks	78	95	82	89	75	96	95	94	121	825	819	6	0.7%	63	57	6	10.5%	888	888	0		888	0
Chet F. Harritt	62	76	56	83	51	55	55	61	62	561	584	-23	-3.9%	0	9	-9	-100.0%	561	565	-4		565	-4
Hill Creek	75	86	83	92	90	74	86	83	71	740	752	-12	-1.6%	19	25	-6	-24.0%	759	758	1		758	1
Pepper Drive	97	87	84	78	71	74	81	92	87	751	692	59	8.5%	9	9	0	0.0%	760	760	0		760	0
Prospect	60	55	60	53	60	53	54	69	59	523	504	19	3.8%	0	0	0	0.0%	523	525	-2		525	-2
Rio Seco	102	89	111	104	103	110	94	122	95	930	922	8	0.9%	49	40	9	22.5%	979	981	-2		981	-2
Sycamore Canyon	64	61	45	48	47	31	45	0	0	341	332	9	2.7%	1	0	1	100.0%	342	342	0		342	0
<b>SUBTOTAL</b>	681	688	670	697	653	646	663	730	683	6109	6093	16	0.3%	237	227	10	4.4%	6346	6354	-8		6354	-8
Alternative School	0	2	6	3	5	3	7	7	7	40	42	-2	-4.8%	0	0	0	0.0%	40	40	0		40	0
Success Academy								2	7	9	9	0	0.0%	3	2	1	50.0%	9	9	0		9	0
NPS										0	0	0	0.0%	0	0	0	0.0%	3	3	0		3	0
EAK**	146									146	121	23	13.4%	0	0	0	0.0%	146	145	1		145	1
<b>SUBTOTAL</b>	146	2	6	3	5	3	7	9	14	195	172	23	13.4%	0	0	0	0.0%	198	197	1		197	1
<b>TOTAL</b>	827	688	676	700	658	649	670	739	697	6304	6,265	39	0.6%	0	0	0	0.0%	6544	6551	-7		6551	-7

\*\*5 year olds only

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

PK	PK
0	1024
1	511
43	385
0	

<b>Total Enrollment Including PK</b>	<b>6588</b>
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## Schedule of Upcoming Events

<b>Date</b>	<b>Event</b>
April 20	SDCSBA and ACSA Honoring Our Own Awards Dinner 5:00 p.m. - Sheraton Harbor Island
May 1	Principals Meet with Board – 6:00 p.m. (This is rescheduled) Board Meeting – 7:00 p.m.
May 15	Board Meeting – 7:00 p.m.
May 22	Salute to Excellence Employee Recognition Event Reception 5:30 p.m. Program 6:00-7:00 p.m.
May 28	Memorial Day Holiday - Schools and Department Offices Closed
June 5	Board Meeting – 7:00 p.m.
June 14	End of Year Employee Celebration
June 19	Board Meeting – 7:00 p.m.
June 26	Last Day of School
June 28	Foundation Golf Tournament

Reports and Presentations Item B.2. Presentation of Santee Teachers Association's (STA) Initial Proposal to Modify Articles of the Collective Bargaining Agreement Between Santee School District and STA

Prepared by Minnie Malin  
December 15, 2009

Tonight, STA's initial proposal to modify articles of the collective bargaining agreement between the District and STA will be presented. Copies of the attached STA proposal will be posted for the public to read at the Santee Public Library, Santee Chamber of Commerce, Santee City Hall, District Education Center and all school site offices.

Section 3547 of the Government Code requires that the District hold a public hearing in matters of employee organization negotiations proposals. The public hearing on the proposal will be at the May 1, 2012, regular Board meeting.

Agenda Item B.2.

**PLEASE POST UNTIL  
MAY 2, 2012**

**INITIAL PROPOSAL  
FROM THE  
SANTEE TEACHERS ASSOCIATION  
to the  
SANTEE SCHOOL DISTRICT**

**2011-2012**

**It is the Santee Teachers Association's (STA) intent  
to modify articles of the Collective Bargaining Agreement  
Between  
Santee School District  
and  
Santee Teachers Association (STA)**

**Article XIII: Hours of Employment  
Article XV: Salary Provisions  
Article XVI: Employee Benefits  
Article XVIII: Early Retirement**

The public hearing will be held at the regular Board of  
Education meeting on May 1, 2012

Reports and Presentations Item B.3. Presentation of the Board's Initial Proposal to Modify Articles of the Collective Bargaining Agreement Between Santee School District and Santee Teachers Association (STA)

Prepared by Minnie Malin  
April 27, 2012

Tonight, the Board's initial proposal to modify articles of the collective bargaining agreement between the District and STA is presented. Copies of the attached Board proposal will be posted for the public to read at the Santee Public Library, Santee Chamber of Commerce, Santee City Hall, District Education Center and all school site offices.

Section 3547 of the Government Code requires that the District hold a public hearing in matters of employee organization negotiations proposals. The public hearing on the proposal will be at the May 1, 2012, regular Board meeting.

Agenda Item B.3.

**PLEASE POST UNTIL  
May 2, 2012**

**INITIAL PROPOSAL**

**FROM THE**

**SANTEE SCHOOL DISTRICT**

**to the**

**SANTEE TEACHERS ASSOCIATION**

**2011-2012**

**It is the District's intention to modify articles of the  
Current Collective Bargaining Agreement  
Between  
Santee School District  
and  
Santee Teachers Association (STA)**

**Article VII: Procedures for Evaluation  
Article XIII: Hours of Employment  
Article XV: Salary Provisions  
Article XVI: Employee Benefits  
Article XVIII: Early Retirement  
Article XXIII: Term**

**The public hearing will be held at the regular Board of  
Education meeting on May 1, 2012**

Reports and Presentations Item B.4.  
Prepared by Dr. Pat Shaw  
April 17, 2012

Student Spotlight: Carlton Hills School  
College Bound, No Excuses

**BACKGROUND:**

Carlton Hills School students are excited about learning and enthusiastic about setting goals for themselves so they can attend college in the future. Carlton Hills' students are "College Bound, No Excuses!"

Tonight, students from grades 1, 2, and 4/5 will share their excitement and team spirit with the Board.

Agenda Item B.4.



Reports and Presentations B.5. Report from the Safety / Facilities Committee  
Prepared by Karl Christensen  
April 17, 2012

In July 2011, the District's Safety Committee and Facilities Committee merged. The charge of the Safety / Facilities Committee is to review safety concerns and facility issues in the District. The committee provides an annual presentation to the Board of Education of committee recommendations to resolve potential issues. Those issues which required immediate action are brought forth to the Board for action as needed.

The Safety / Facilities Committee meets four times per year, or more frequently when necessary. The committee presents the topics below for the Board's information and consideration as part of the planning process for the 2012-13 fiscal year. Action to implement any identified safety / facilities topic is at the discretion of the Board of Education.

### **Santee School District Safety / Facilities Committee 2011-12**

#### **Safety Topics for 2011-12**

##### **Topic One: (continued from 2010-11)**

##### **Emergency Carts – standardized list**

Crash cart inventory list was standardized in May 2011 and emergency carts were replenished for the start of the 2011-12 school year.

##### **Topic Two:**

##### **Parking Lot at Sycamore Canyon School**

Chairs Griffin and Becker coordinated the installing tire stops near the sidewalk of the parking lot. Tire stops keep cars from pulling too far forward and impeding on the sidewalk. Issue resolved.

##### **Topic Three:**

##### **Playground Safety and Asphalt Repair**

An assessment of playground paving at schools indicates that major repairs and overlays are needed. All schools are in need of asphalt repairs; Last year, Cajon Park Junior High lower playground was repaired over Spring Break and Carlton Hills' primary playground will be repaired during this Spring Break. Details of the remaining playground paving repairs needed at the District's nine schools are included in Agenda Item F.2.4.

#### **Facilities Topics for 2011-12**

##### **Topic One:**

##### **Docucams - not functioning properly under the skylights**

Board of Education has approved replacing projectors. Chair Becker is looking into other equipment that may be available. Suggest work order for assisting with glare on docucam.

##### **Topic Two:**

##### **HC Portables – connection to campus**

There is dirt between the Hill Creek Childcare Portables and the main campus. Walkway is needed.

Agenda Item B.5.

Reports and Presentations Item B.6.

Report on Balanced Reading Program,  
Grades K - 3

Prepared by Kristin Baranski  
April 17, 2012

## **BACKGROUND**

In the 2008-2009 school year, the District Reading Committee completed a District Literacy Plan addressing all areas of reading (e.g. phonics, fluency, comprehension) and intervention protocols for teachers to use with struggling readers. However, site and District administrators and the District Language Arts Specialists have continued to analyze current reading instructional practices in Santee School District, especially at the K - 3 reading instructional level and student assessment data. Administration recognizes the need to provide a consistent model for reading instruction across the District with a K - 3 balanced reading program. This balanced reading program will be included as the reading instruction model within the District Literacy Plan.

This evening, Kristin Baranski, Director of Educational Services, and Dr. Stephanie Pierce, Principal at Carlton Oaks School, will provide an overview of the District Balanced Reading Program for grades K – 3 and next steps associated with the implementation of this model for Santee School District.

Agenda Item B.6.

## PUBLIC COMMUNICATION Item C

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

Agenda Item C.

PUBLIC HEARINGS Item D

Agenda Item D.

Government Code 65995 regulates the collection of Developer Fees under various circumstances. There are 3 levels of fees, each requiring certain documentation and conditions before the fee can be levied.

- Level 1 fees are the current statutory fees (also referred to as “Stirling Fees”) allowed under Education Code section 17620.
- Level 2 fees are outlined in Government Code section 65995.5, and allow school districts to impose higher fees on residential construction if certain conditions are met. This level of developer fees is subject to a School Facility Needs Analysis (“SFNA”) based on Government Code section 65995.6.
- Level 3 developer fees are outlined in Government Code section 65995.7, and may be implemented by a district if the State certifies that there is no money available for facilities.

Since 2007, the District has been levying Level 2 fees. This level has been justified as the District has satisfied at least 2 of the 4 conditions required for doing so:

1. Multi-track year round enrollment
2. Local general obligation bond measure placed on the ballot in the past four years which received at least 50% plus one vote cast.
3. Issued debt or incurred obligations for capital outlay totaling 15% of the local bonding capacity, including indebtedness repaid from property taxes, parcel taxes, general fund, special taxes, Mello-Roos funds approved by registered voters, Mello-Roos funds approved by landowners prior to November 4, 1998. If Mello-Roos funds approved by landowners after November 4, 1998 are included, the debt percentage increases from 15% to 30%.
4. At least 20% of the teaching stations are relocatable.

Through last year, the District satisfied requirements #2 and #3. Level 2 fees expired as of April 5, 2012 and the District no longer satisfied requirement #2 making it ineligible for Level 2 fees past that date. As a result, as of April 6, 2012 the District reverted to the Level 1 fee contained in the April 2011 School Facilities Needs Analysis.

The State Allocation Board (SAB) revises the Level 1 fee every other year. On January 25, 2012, the SAB increased the statutory Level 1 fees for residential and commercial to \$3.20 and \$0.51 respectively. In order for the District to levy the revised fee, it must prepare a Fee Justification Study, conduct a public hearing, and adopt the new fees. A Fee Justification Study was contained in last year’s School Facilities Needs Analysis (“SFNA”) which justifies a Level 1 fee at or below \$3.28. Since the new Level 1 fee adopted by the State Allocation Board is less than that amount, last year’s SFNA is sufficient documentation to justify the increase. The District shares the Level 1 fee with

Grossmont in a 62% Santee/38% Grossmont sharing arrangement. The District can begin levying the new Level 1 fee 60 days after Board adoption.

Below is a summary of the various fee levels:

<b>Fee Type</b>	<b>Residential</b>	<b>Commercial</b>
Previous Level 2 Fee	\$3.56	N/A
Previous Level 1 Fee	\$2.97	\$0.47
Santee share (62%) of previous Level 1 Fee <i>(allowed to be levied as of April 6, 2012)</i>	\$1.84	\$0.29
New Level 1 Fee	\$3.20	\$0.51
Santee share (62%) of new Level 1 Fee <i>to be levied starting June 17, 2012)</i>	\$1.98	\$0.32

Notice of the proposed fee increase and the public hearing have been published in The San Diego Daily Transcript on March 16, and April 6, 2012. The public hearing for the proposed implementation of the developer fee adjustment is scheduled for tonight. After the hearing has been concluded, this item will be presented to the Board of Education for approval.

CONSENT ITEMS Item E.

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

Agenda Item E

Consent Item E.1.1. Approval of Minutes  
Prepared by Dr. Patrick Shaw  
April 17, 2012

**BACKGROUND:**

Presented for Board approval –

- March 20, 2012, regular meeting minutes

**RECOMMENDATION:**

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

Motion:

Second:

Vote:

Item E.1.1.



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

March 20, 2012  
**MINUTES**

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

**A. OPENING PROCEDURES**

1. Call to Order and Welcome  
President Bartholomew called the meeting to order at 8:02 p.m. and read the District Mission Statement.  
Members present:  
    Dan Bartholomew, President  
    Dianne El-Hajj, Vice President  
    Ken Fox, Clerk  
    Dustin Burns, Member  
    Barbara Ryan, Member  
Administration present:  
    Dr. Patrick Shaw, Superintendent and Secretary to the Board  
    Karl Christensen, Assistant Superintendent, Business Services  
    Minnie Malin, Assistant Superintendent, Human Resources/Pupil Services  
    Kristin Baranski, Director, Educational Services  
    Linda Vail, Executive Assistant and Recording Secretary
2. President Bartholomew led the members, staff and audience in the Pledge of Allegiance.
3. Approval of Agenda  
It was moved and seconded to approve the agenda.  
**Motion: El-Hajj Second: Ryan 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

**C. PUBLIC COMMUNICATION**

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

**D. CONSENT ITEMS**

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

- 1.1. **Approval of Minutes**
- 2.1. **Approval/Ratification of Travel Requests**
- 2.2. **Approval/Ratification of Expenditure Warrants**
- 2.3. **Approval/Ratification of Purchase Orders**
- 2.4. **Acceptance of Donations**
- 2.5. **Approval of Consultants and General Service Providers**
- 2.6. **Agreement with School Innovations & Advocacy for Services Related to Mandated Cost Reporting**
- 2.7. **Renewal of Agreement with Hope Through Housing Foundation for Provision of Snacks**
- 3.1. **Personnel, Regular**

It was moved and seconded to approve Consent Items.

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

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

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

### **1.1. Board Selection of Eighth Promotion Assignments**

The Board selected school assignments for presentation of eighth grade promotion certificates..

### **2.1. Microsoft Live@edu Grades 7-8 Student Access Pilot at PRIDE Academy at Prospect Avenue and Rio Seco Schools**

Kristin Baranski shared that last year the District migrated to LIVE@edu for District staff email. This program was selected because of the security and the additional features it provides in addition to email. LIVE@edu can also be a valuable instructional tool for students and Microsoft offers a Cloud based version of Microsoft Office, 60 mb of Skydrive storage, and secure email. Using the Skydrive, documents can be shared and collaboratively worked on by students. The Skydrive sharable storage offers more than the SDCOE Cloud with no additional cost. Converting to use of the Skydrive could save \$45,000 per year.

Dr. Laura Spencer shared the advantages of having LIVE@edu available as an educational tool for students. Students can use the Skydrive for communication and collaboration, which are two of the three 21<sup>st</sup> Century skills students need. LIVE@edu can be integrated easily into our current system and has the Microsoft applications that students currently use. Administration can manage the safety controls, easily access student accounts, and can lock out everything else so it is a District only system.

Student safety is a high concern for Microsoft. The application provides a "closed campus policy," bad word filtering, and is "anti-bully" locking and controlling email between students as needed.

Students will receive in-depth instructions and expectations for their LIVE@edu accounts, have no expectations of privacy, and staff can monitor student accounts at any time. Teachers have committed to monitoring student accounts in order to have this tool available for their students. A parent night will be provided before students receive an account. Student assemblies will be held outlining the exceptions and providing instruction on digital citizenship. When implemented, Administration will provide progress monitoring and feedback to the District Administration. Assuming a successful pilot, staff would like to return to the Board for consideration to implement Live@edu district wide in other grade levels and consideration about the future use of the SDCOE cloud.

Member Burns asked if student permission slips will be required. Dr. Spencer said yes. She added that training will be provided for parents at the parent information meeting.

Member El-Hajj asked how many students are using the Cloud. Dr. Spencer said last month there were 2,000 log ins on the Cloud. There is no way to tell if these were different students or the same students logging in a number of times. Third graders use the Cloud quite a bit. If the Cloud was gone, Administration would seek out a way to provide another option, such as Web Lockers, which would be at a much less cost.

Member Burns said if the pilot is successful and Administration wished to implement LIVE@edu at other schools and grade levels, he would like to see a Board Policy developed addressing student email accounts and brought to the Board before school begins. Also, Member Burns would like guidelines developed to assure the consequences for violating the rules are consistent throughout the District.

Member El-Hajj said it would be helpful if the Board was informed of how the teachers are using it in classrooms and made aware of any problems during the pilot and not just receive a summary report at the end of the pilot. Mrs. Baranski said she would gladly provide the reports and will share the positive things that are happening as well.

Member Burns moved to approve the Student Live@edu pilot at PRIDE Academy and Rio Seco School for the duration of May – June 2012.

**Motion: Burns**

**Second: El-Hajj**

**Vote: 5-0**

### **2.2. Authorization to Disseminate a Request for Proposal (RFP) for Library and Textbook Management Systems**

Kristin Baranski shared the current book management system (Follett) is 13 years old and continues to crash often and the vendor no longer maintains support. Libraries cannot be updated because the current

system requires older computer systems. The current system also does not support tracking of student textbooks and teacher editions. Administration would like to submit an RFP seeking proposals a new library and textbook management system. The cost is expected to be approximately \$50,000 on time costs with an additional annual cost of \$10,000-\$15,000 to maintain and support software. Member El-Hajj moved to authorize administration to publicize and distribute a Request for Proposal for a library and textbook management system.

**Motion:** *El-Hajj*

**Second:** *Ryan*

**Vote:** **5-0**

#### **F. BOARD COMMUNICATION**

Member Burns shared that Chet F. Harritt students came to Camp Cuyamaca on Monday. Although the roads were closed due to snow, he was proud of Santee Administrators who planned and managed the trip so the kids were able to get to camp safely. Other school districts were scrambling because they were not prepared or organized. He was very impressed with the way it was handled by Debbie Griffin, Andy Johnson, and Dan Prouty.

Dr. Shaw reported that staff was working on freshening up the District Office foyer and conference room. Balfour Beatty Construction donated the carpet and paint. Member Bartholomew said there has been no money or resources for the District Office compound and they could use modernizing.

Dr. Shaw presented draft letters to local legislators requesting calendaring SAB dates if needed to attend. Member Ryan said Dr. Shaw, Karl Christensen, and Christina Becker should meet with Susan Nakagama, who is the decision maker, and she needs to know that this is extremely important. Dr. Shaw needs to be there if they meet with Susan Nakagama.

Dr. Shaw asked the Board what they would like to see included in the upcoming edition of the Special ECHO magazine. The Board would like to include strategic planning and the Hill Creek addition.

Board members were reminded about the Honoring Our Own dinner on April 20<sup>th</sup>.

President Bartholomew shared that recently several teachers spoke to him about the difficulty they had getting into Power School to do their grades. The high traffic created difficulty logging in. Dr. Shaw said teachers need to let technology know when something is slowing down. He will notify Mr. Yeo.

#### **G. CLOSED SESSION**

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

- 1. Conference with Legal Counsel—Anticipated Litigation**  
*(Significant exposure to litigation pursuant to subdivision (b) of Gov't Code § 54956.9)  
One potential case.*
- 2. Conference with Labor Negotiator** (Govt. Code § 54956.8)  
*Agency Negotiator: Karl Christensen, Assistant Superintendent  
Employee Organizations: Santee Teachers Association*
- 3. Public Employee Performance Evaluation** (Govt. Code § 54957)  
*Superintendent*

The Board entered closed session at 10:28 p.m.

#### **H. RECONVENE TO PUBLIC SESSION**

The Board reconvened to public session at 11:55 p.m. No action was reported.

#### **I. ADJOURNMENT**

The March 20, 2012 regular meeting adjourned at 11:55 p.m.

Consent Item E.2.1. Approval/Ratification of Travel Requests  
Prepared by Karl Christensen  
April 17, 2012

**BACKGROUND:**

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

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

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

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

**RECOMMENDATION:**

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

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

The estimated travel expenses are \$650.00, as disclosed on the following page.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item E.2.1.
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**Board Travel Report - April 17, 2012**

Travel Dates	Attendees	Site or Dept.	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Overnight, Out-of-State, Air Travel
Thursday, 3/22/12 & 03/30/12	Karl Christensen Christina Becker	Business M&O/Facs	Meeting with Department of Industrial Relations Auditors	Long Beach	\$0	\$50	Business Services	Mr. Christensen and Ms. Becker represented the District at meetings with DIR auditors.
Sat-Sun, 05/19/12 - 05/20/12	Barbara Ryan	Board	California School Boards Association Delegate Assembly	Sacramento	\$0	\$600	Delegate Travel	Board member Ryan will represent Santee School District at the CSBA Delegate Assembly meeting.

Consent Item E.2.2. Approval/Ratification of Revolving Cash Report  
Prepared by Karl Christensen  
April 17, 2012

**BACKGROUND:**

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

**RECOMMENDATION:**

Administration recommends approval of checks #22234 through #22239 on the \$15,000 Revolving Cash Account.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

The fiscal impact is \$2,919.09 as disclosed on the following report.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Date	Number	Name	Memo	Amount
02/27/12	22234	Board of Equalization	Hazardous Waste Fees- January through December 2011	398.00
03/12/12	22235	William T Peck	Lincoln Presentation- Rio Seco	150.00
03/21/12	22236	Albertson's	Lorene Foster Children's Fund	100.00
03/22/12	22237	Karen Rohrs	Coaching and Readers Workshop- March 19-23, 2012	3,000.00
03/22/12	22238	Bolton & Company	6th Grade Camp Insurance- CFH	34.80
03/22/12	22239	Walmart	Lorene Foster Children's Fund	125.00
Total Checks Written				\$3,807.80
Stale Dated Checks 22193-22203			Checks issued to City Treasurer for mulch	(900.00)
Bank Fees				11.29
Total to be Reimbursed				\$2,919.09

Consent Item E.2.3 Acceptance of Donations  
 Prepared by Karl Christensen  
 April 17, 2012

**BACKGROUND:**

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

<i>Item</i>	<i>Approximate Value</i>	<i>Donated By</i>	<i>Designated For Use At</i>
Funds to Support the Instructional Program and Supplement School Supplies	\$110.00	Bonnie and John Jackson	PRIDE Academy at Prospect Avenue School
205 Books, 16 Stuffed Animals, and Music CDs	\$1,355.00	Kohl's - College Grove Store	Hill Creek School
<b>TOTAL DONATIONS RECEIVED</b>	<b>\$1,465.00</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 \$1,465.00.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item E.2.3.
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**BACKGROUND:**

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

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

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

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

**RECOMMENDATION:**

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

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

The fiscal impact is disclosed on the attached page.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item E.2.4.
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**Consultants and General Service Providers Report  
April 17, 2012**

Vendor Name	Type (Consultant or General Service Provider)	Description of Services	Date(s) of Service	Amount	Funding	Payment Type (Independent Contractor or Employee)
Dependable Nursing, LLC	General Service Provider	Training on Specialized Health Care Procedures	3/21/12- 6/30/12	\$65/hour(training) \$39/hour(nursing) \$2,000/not to exceed amount	Special Education	Independent Contractor
Kyle McComb	Consultant	Fitness Class for Afterschool Program	4/1/12- 6/30/12	\$300	Out-of-School Time Program Fundraiser	Independent Contractor
Mad Science of San Diego	General Service Provider	Science Workshop	3/26/2012	\$149	Sycamore Canyon	Independent Contractor
McAlister Institute	General Service Provider	Drug Screening	2/10/12 - 6/30/12	\$15/screening, not to exceed \$500	Pupil Services	Independent Contractor

Consent Item E.2.5. Approval of Uniform Complaint Quarterly Report Required by the Williams Settlement

Prepared by Karl Christensen

April 17, 2012

**BACKGROUND:**

The Williams Settlement requires school districts to submit quarterly reports to the San Diego County Office of Education (SDCOE) on complaints each district has received related to instructional materials, emergency facilities issues, and teacher vacancies and mis-assignments. The report must include the number of complaints in each area that have been received, resolved, and unresolved. The report must be publicly reported on a quarterly basis at a regularly scheduled meeting of the district’s governing board (Ed Code § 35186(d)) and is due to SDCOE thirty (30) days following the close of each quarter.

<b>SANTEE SCHOOL DISTRICT                      Uniform Complaint Quarterly Report                      January 1, 2012 through March 31, 2012</b>			
	<b>Number of                      Complaints                      Received in                      Quarter</b>	<b>Number of                      Complaints                      Resolved</b>	<b>Number of                      Complaints                      Unresolved</b>
<b>Instructional                      Materials</b>	0	0	0
<b>Facilities</b>	0	0	0
<b>Teacher Vacancy                      and                      Mis-assignment</b>	0	0	0
<b>Total</b>	0	0	0

**RECOMMENDATION:**

It is recommended that the Board of Education approve the Uniform Complaint Report for the quarter ending March 31, 2012 and authorize administration to submit the report to SDCOE.

**FISCAL IMPACT:**

There is no direct fiscal impact but there is staff in-kind time involved in researching, assembling, and developing this report.

**STUDENT ACHEIVEMENT IMPACT:**

The Williams Law mandates that staff engage in procedures that ultimately may have an impact on student achievement.

Motion:		Second:		Vote:		Agenda Item E.2.5.
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Consent Item E.2.6.  
Prepared by Karl Christensen  
April 17, 2012

Approval/Ratification of Agreement with Riverview  
Community Church for Use of Facilities at Cajon  
Park School

**BACKGROUND:**

At its April 5, 2011, meeting, the Board of Education approved Riverview Community Church to begin using District facilities at Cajon Park School on a temporary basis until they can find a permanent location.

The church indicated it is still in search of a permanent home and would like to continue using the District's facilities. Since this transaction represents a longer-term use of facilities, administration recommends execution of an Agreement with the church to clearly define responsibilities and terms.

The church conducts two morning services; one at 9:00 a.m. and another at 11:00 a.m., and use our facilities from 6:30 a.m. to 1:00 p.m. each Sunday. The church has been a "good neighbor" to the District, volunteering time to plant trees and do other tasks to maintain the site during the school beautification church volunteer days.

The church has indicated that they are planning to move into other facilities by Easter 2013.

**RECOMMENDATION:**

It is recommended that the Board of Education approve/ratify the Agreement with Riverview Community Church for use of Cajon Park facilities every Sunday through the end of April 30, 2013, or until the church finds permanent facilities, whichever occurs first.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

Riverview Community Church will pay the District \$180 per week for direct costs pursuant to Board Policy.1330.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item E.2.6.
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## AGREEMENT FOR EXTENDED USE OF FACILITIES

This AGREEMENT is executed and entered into this 18th day of April 2012, by and between the Santee School District (“DISTRICT”) and the Riverview Community Church (“TENANT”), collectively referred to as the “PARTIES”.

### RECITALS

**WHEREAS**, TENANT rented from an existing church in Santee (“Current Facilities”) to conduct church related services and events on Sunday evenings; and,

**WHEREAS**, TENANT vacated its Facilities as of March 31, 2011 due to reasons beyond its control and had no place to congregate as of April 1, 2011; and,

**WHEREAS**, TENANT expressed a desire to use a DISTRICT School on a temporary basis for less than a year to continue conducting its services and events until a permanent facility can be found; and,

**WHEREAS**, TENANT expressed need for a Multi-Purpose Room and up to five (5) classrooms with a minimum essential number of classrooms of three (3); and,

**WHEREAS**, TENANT expects up to 125 attendees in each of two (2) services to be scheduled for 9:00 a.m. and 11:00 a.m. Sunday mornings with one (1) hour between services for the smooth transition of people and vehicles; and,

**WHEREAS**, DISTRICT identified Cajon Park (“Site”) as available and most conducive to fitting the needs of TENANT and constraints of DISTRICT; and,

**WHEREAS**, DISTRICT made the Multi-Purpose Room, three to four (3-4) classrooms, and sufficient bathrooms (“District Facilities”) at the Site available for TENANT’s use on Sundays beginning April 3, 2011; and,

**WHEREAS**, TENANT has not found a suitable permanent facility for its use; and

**WHEREAS**, TENANT requests continued use of District facilities at Cajon Park School; and

**WHEREAS**, the DISTRICT’s Governing Board has determined that churches qualify for use of facilities at the “Direct Costs” level of fee assessment in accordance with Board Policy 1330; and

**WHEREAS**, the PARTIES wish to ensure that each organization’s roles and responsibilities in reference to use of District Facilities are clearly defined;

The PARTIES hereby agree as follows:

### TERMS

1. DISTRICT shall make District Facilities available for TENANT to use each Sunday morning May 1, 2012 and ending April 30, 2013, unless the PARTIES agree in writing to extend this AGREEMENT.

2. TENANT shall have use of District Facilities from 6:30am to 1:00pm. Any use beyond this time shall require prior written approval of DISTRICT.
3. TENANT shall pay for the Direct Costs reasonably assumed to be incurred by DISTRICT for the use of District Facilities each week more clearly defined as follows:
  - a. Custodial Service Costs to open District Facilities at 6:30 a.m., close the site at 1:00 p.m., clean and restock restrooms, and clean and prepare the District Facilities for school the next day:
    - i. 4 hours at \$30.25 per hour = \$121
  - b. HVAC/Utility Costs = \$35
  - c. Custodial Supplies Costs = \$25
  - d. Total weekly cost = \$181.00
  - e. DISTRICT shall invoice TENANT at the end of each calendar month for use of District Facilities for that month.
  - f. TENANT shall pay invoice within 10 calendar days of receipt.
    - i. In the event that TENANT is late with a payment, DISTRICT may change payment arrangements to require TENANT to pay past due amounts in full and for each upcoming week of facility use in advance before allowing use for the upcoming week ("Pay in Advance").
    - ii. In the event that amounts due by TENANT remain outstanding after the DISTRICT alters to the Pay in Advance system, DISTRICT may terminate this AGREEMENT and TENANT's use of District Facilities with no further advance notice.
4. TENANT shall provide DISTRICT with a copy of a liability insurance policy naming DISTRICT as additional insured with minimum coverage of \$1,000,000 per incident and \$2,000,000 in the aggregate.
5. TENANT shall provide DISTRICT with at least 72 hours advance notice if District Facilities will not be used on an upcoming Sunday to allow time for cancellation of the assigned custodian. In the event that TENANT fails to provide 72 hours advance notice, TENANT shall pay Custodial Service Costs for that week.
6. TENANT shall not borrow, consume, or use any DISTRICT materials, furniture, equipment, or supplies except for chairs in the multi-purpose room; and tables, desks, or chairs within classrooms. All chair setups in multipurpose room shall be done by TENANT. All desks and chairs must be kept in place in classrooms and returned to chair storage in multipurpose room.
7. TENANT shall take reasonable steps to leave District Facilities in the same or better condition each week as they were in when TENANT arrived. This includes the position of all furniture and other items in classrooms and the Multi-Purpose Room as well as the cleanliness of bathrooms and the grounds of the Site.
8. TENANT shall be responsible for payment to DISTRICT to replace or repair any damage/loss to furniture, equipment, facilities, or personal items of staff members in classrooms caused by TENANT.
9. TENANT shall notify DISTRICT immediately of any damage/loss to DISTRICT equipment, furniture, or facilities.
10. TENANT shall ensure that food and drinks are kept and consumed outside and not brought into or consumed in District Facilities. TENANT shall ensure that all outside areas are cleaned up after any food and drink service/consumption and all trash is put in proper trash receptacles.
11. TENANT agrees to be aware of and comply with all sound noise ordinances and fire, safety, and access codes and regulations regarding maximum occupancies and paths of

- travel. TENANT understands that the maximum occupancy of the Multi-Purpose Room is 514. TENANT shall not use any candles.
12. TENANT shall not put any signage on the school marquee and comply with City sign ordinances and DISTRICT sign policies. TENANT shall remove all equipment, signage, and materials distributed/installed by TENANT from the Site each week.
  13. TENANT shall not distribute or cause to be distributed any materials advertising or announcing church services or events at the Site before, during, or after school.
  14. TENANT shall not conduct any special events other than the 9:00 a.m. and 11:00 a.m. church services without prior written approval of DISTRICT.
  15. TENANT shall not erect or use any recreational devices or equipment; including but not limited to, inflatable structures, trampolines, climbing walls, or rides, on the Site without prior written approval of DISTRICT.
  16. TENANT shall take reasonable steps to ensure that attendees park vehicles only in designated paved parking stalls or allowed street parking areas. TENANT shall arrange for adequate traffic control at parking lots. TENANT understands that parking and vehicles are not allowed on the school campus or play areas.
  17. TENANT understands that school business takes priority over use of facilities by outside entities. DISTRICT reserves the right to cancel use of District Facilities by TENANT for a week or weeks if a school event is scheduled for Sunday or an emergency situation arises. DISTRICT shall make every attempt to provide at least 72 hours advance notice to TENANT if possible and practical.
  18. TENANT understands that classrooms provided by DISTRICT may not be configured or suitable for certain age groups and will take reasonable steps to ensure the safety of children in those classrooms at all times through adequate adult supervision and temporary safeguards.
  19. TENANT shall comply with all other policies and guidelines contained within DISTRICT Administrative Regulation 1330 not specifically delineated in this Agreement, a copy of which has been provided to TENANT.
  20. TENANT understands that the City of Santee ("CITY") has indicated that a Conditional Use Permit may be necessary for TENANT to conduct church services in the City. City is investigating this further but may not have an answer before TENANT begins use of District Facilities. TENANT shall work cooperatively with the CITY to resolve this issue expeditiously and to the satisfaction of the CITY should the CITY conclude that the Conditional Use Permit is required.
  21. Except as noted in 2fii above, DISTRICT or TENANT may terminate this Agreement for convenience with fifteen (15) days advance written notice to the other party.

In witness thereof, the PARTIES have caused this AGREEMENT to be executed and to be effective and operative upon the fixing of the last signature hereto.

Signatures of the PARTIES:

**DISTRICT:**

**TENANT:**

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

\_\_\_\_\_  
 Todd Tolson  
 Senior Pastor

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

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

**BACKGROUND:**

Government Code 65995 regulates the collection of Developer Fees under various circumstances. There are 3 levels of fees, each requiring certain documentation and conditions before the fee can be levied.

- Level 1 fees are the current statutory fees (also referred to as “Stirling Fees”) allowed under Education Code section 17620.
- Level 2 fees are outlined in Government Code section 65995.5, and allow school districts to impose higher fees on residential construction if certain conditions are met. This level of developer fees is subject to a School Facility Needs Analysis (“SFNA”) based on Government Code section 65995.6.
- Level 3 developer fees are outlined in Government Code section 65995.7, and may be implemented by a district if the State certifies that there is no money available for facilities.

Since 2007, the District has been levying Level 2 fees. This level has been justified as the District has satisfied at least 2 of the 4 conditions required for doing so:

1. Multi-track year round enrollment
2. Local general obligation bond measure placed on the ballot in the past four years which received at least 50% plus one vote cast.
3. Issued debt or incurred obligations for capital outlay totaling 15% of the local bonding capacity, including indebtedness repaid from property taxes, parcel taxes, general fund, special taxes, Mello-Roos funds approved by registered voters, Mello-Roos funds approved by landowners prior to November 4, 1998. If Mello-Roos funds approved by landowners after November 4, 1998 are included, the debt percentage increases from 15% to 30%.
4. At least 20% of the teaching stations are relocatables.

Through last year, the District satisfied requirements #2 and #3. Level 2 fees expired as of April 5, 2012 and the District no longer satisfied requirement #2 making it ineligible for Level 2 fees past that date. As a result, as of April 6, 2012 the District reverted to the Level 1 fee contained in the April 2011 School Facilities Needs Analysis.

The State Allocation Board (SAB) revises the Level 1 fee every other year. On January 25, 2012, the SAB increased the statutory Level 1 fees for residential and commercial to \$3.20 and \$0.51 respectively. In order for the District to levy the revised fee, it must prepare a Fee Justification Study, conduct a public hearing, and adopt the new fees. A Fee Justification Study was contained in last year’s School Facilities Needs Analysis (“SFNA”) which justifies a Level 1 fee at or below \$3.28. Since the new Level 1 fee adopted by the State Allocation Board is less than that amount, last year’s SFNA is



sufficient documentation to justify the increase. The District shares the Level 1 fee with Grossmont in a 62% Santee/38% Grossmont sharing arrangement. The District can begin levying the new Level 1 fee 60 days after Board adoption.

Below is a summary of the various fee levels:

<b>Fee Type</b>	<b>Residential</b>	<b>Commercial</b>
Previous Level 2 Fee	\$3.56	N/A
Previous Level 1 Fee	\$2.97	\$0.47
Santee share (62%) of previous Level 1 Fee <i>(allowed to be levied as of April 6, 2012)</i>	\$1.84	\$0.29
New Level 1 Fee	\$3.20	\$0.51
Santee share (62%) of new Level 1 Fee <i>to be levied starting June 17, 2012)</i>	\$1.98	\$0.32

**RECOMMENDATION:**

It is recommended that the Board of Education adopt Resolution #1112-16 increasing the Level 1 Fee for development projects in Santee School District at \$1.98/square foot for residential and \$0.32/square foot for commercial to be effective June 17, 2012, 60 days after adoption.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

The fiscal impact is a 44% decline in Developer Fee income. From April 2011 through March 2012, the District has collected approximately \$325,000 from Developer Fees. At the new Level 1 rate, collections would have been approximately \$181,000, producing a decline of approximately \$144,000.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item E.2.7.
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**RESOLUTION #1112-16**

**Resolution of the Board of Education of  
Santee School District Increasing Fees on Development  
Projects Pursuant to Government Code Section 65995**

On motion of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is adopted:

WHEREAS, the territory within the Santee School District will experience significant amounts of growth and new residential, commercial and industrial development, causing increased and changing student enrollments in the District's schools and placing demands upon the District's permanently constructed capital facilities; and

WHEREAS, Government Code Section 53080 et seq. authorizes school districts to levy a fee, charge, dedication, or other form of requirement against a development project for the construction or reconstruction of school facilities; and

WHEREAS, this Board of Education has adopted a resolution to levy school facilities fees pursuant to Government Code Section 53080; and

WHEREAS, this Board of Education has determined that it is now appropriate to review the findings made in the resolution to levy fees to determine whether it is still necessary to levy such fees and to determine appropriate rates for such fees; and

WHEREAS, Government Code Section 65995, subdivision (b), paragraph (3), provides that the maximum fee rates allowed under Section 53080 shall be increased by the State Allocation Board annually in January every two years after 1990 according to the adjustment for inflation in the statewide cost index for class B construction; and

WHEREAS, the State Allocation Board has set the maximum fee rates under Section 53080 for 2012 at \$3.20 per square foot for residential development and \$0.51 per square foot for commercial/industrial development; and

WHEREAS, this Board of Education has concluded that it is necessary and appropriate to continue to levy fees under the authority of Section 53080 et seq. and to increase the fees in the amounts stated below; and

WHEREAS, by previous resolution this Board of Education has made specific findings, as required by Government Code Section 66007, justifying the collection of fees at time of building permit; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Santee School District as follows:

1. Based on all the findings and evidence contained in this Board's earlier resolutions on the adopting of fees, and the evidence presented to this Board at the hearings, and the report of its Consultant, and incorporated herein by reference, the Board reaffirms its earlier resolutions and further finds:
  - (a) The purpose of the fees adopted herein is to finance the construction or reconstruction of school facilities, the need for which arises from students generated from new residential, commercial, and industrial development; and
  - (b) The amounts of the fees to be paid bear a reasonable relationship and are limited to the needs of the community for elementary or high school facilities and are reasonably related and limited to the need for schools caused by residential, commercial, or industrial development; and
  - (c) The amounts of the fees to be paid under this resolution do not exceed the estimated reasonable costs of construction or reconstruction of school facilities necessitated by new development upon which fees are charged.
2. This Board adopts and levies the following fees upon any development project within the boundaries of the District, for the construction or reconstruction of school facilities:
  - (a) \$1.98 per square foot of all assessable residential space as defined by Government Code Section 65995, subdivision (b), paragraph (1); and
  - (b) \$0.32 per square foot of all chargeable covered and enclosed space of all new commercial and industrial development as defined by Government Code Section 65995, subdivision (b), paragraph (2).
3. This Board finds the amounts of the above fees bear a reasonable relationship and are limited to the needs of the community for elementary or high school facilities as caused by such development. This finding is based upon the report from its Consultant analyzing the capital facilities needs of the District and the revenue sources available. The Board hereby adopts the findings set forth in these reports which are incorporated by reference as if fully set forth herein.

4. Before the levying of fees upon any greenhouse or other space that is covered or enclosed for agricultural purposes, the Board shall comply with the requirements of Government Code Section 53080.15 as may from time to time be amended or any successor law thereto.
5. The District shall levy fees upon a manufactured home or mobile home in accordance with provisions of Government Code Section 53080.4 as may from time to time be amended or any successor law thereto.
6. Fees collected are directed to be placed in a separate account and expended or committed for the lawful purposes authorized under Government Code Section 53080.
7. Fees collected pursuant to the resolution are hereby directed to be collected at the time of application for building permits.
8. The Superintendent is directed to deliver a copy of this resolution, supporting documents, and a map clearly indicating the boundaries of the area subject to the fee to the building officials of the County of San Diego and the cities of Santee and El Cajon and to request that no building permits be issued after June 17, 2012, the 60th day from the date of adoption of this resolution, for any development subject to the above fees absent certification from this District of compliance of said fee requirements.

PASSED AND ADOPTED by the Board of Education on April 17, 2012, by the following vote:

AYES:  
 NOES:  
 ABSTENTION:  
 ABSENT:

STATE OF CALIFORNIA )  
 COUNTY OF SAN DIEGO )

I, Ken Fox, 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.

\_\_\_\_\_  
 Date

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

**BACKGROUND:**

On March 15, 2008, the District entered into a mitigation agreement with Lennar Homes (“Agreement”) to pay appropriate fees for the development of Sky Ranch above Pepper Drive school. The Agreement was written to require 3 payments totaling \$1.73 million for 357 homes totaling approximately 674,000 square feet of residential development at \$2.63 per square foot. There was one adjustment to the final payment for an approximate \$26,000 reduction due to the final square footage of certain homes being less than originally contemplated. The Agreement expires April 14, 2013.

To date, all of the homes have been permitted/built except for 44 of the 67 homes in the Stoneridge Community. Administration has been working with Lennar over the last 6 months to discuss how to handle these unpermitted and unbuilt homes. Lennar had first indicated that they would not be building the homes and wanted to sell the land to another developer. The original idea for an amendment involved transferring credits for square footage already paid for to another developer. However, Lennar recently informed the District that they would, in fact, be building the homes but probably not until 2014. Furthermore, the total square footage of these homes is expected to be less than originally contemplated.

This Amendment extends the original agreement for another two years and ensures that the District does not have to refund Lennar for any square footage reduction. The Amendment has been reviewed by the District’s attorney.

**RECOMMENDATION:**

It is recommended that the Board of Education approve the Amendment to School Fees Agreement with Lennar Homes for Sky Ranch Project to extend the Agreement through April 14, 2016.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

There is no fiscal impact; fees have already been paid by Lennar.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item E.2.8.
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**AMENDMENT NO. 1 TO SCHOOL FEES AGREEMENT FOR THE SKY  
RANCH PROJECT**

This AMENDMENT NO. 1 TO SCHOOL FEES AGREEMENT FOR THE SKY RANCH PROJECT (“Amendment No. 1”) is entered into this 17th day of April, 2012 between MS Rialto Sky Ranch CA, LLC, a Delaware Limited Liability Company (“MS RIALTO”) and the Santee School District (“DISTRICT”), collectively referred to as the “PARTIES”

**RECITALS**

WHEREAS, MS RIALTO is in the process of developing the Sky Ranch residential development on Rattlesnake Mountain in the City of Santee, California (“Sky Ranch Project”), which is located within the DISTRICT’s jurisdictional boundaries, and;

WHEREAS, effective April 15, 2008, the PARTIES entered into a School Fees Agreement for the Sky Ranch Project (“School Fees Agreement”) the terms of which are fully incorporated herein by reference, and;

WHEREAS, the School Fees Agreement was accompanied by a projection of square footages for the four (4) communities in the Sky Ranch Project resulting in the following fees being paid by MS RIALTO to DISTRICT for the construction of 357 residential units at \$2.63 per square foot:

Community	Original Square Footage	Total Fees Paid	Sq Footage Adjustment Applied
Northstar	124,351	\$327,043.13	
Crestview	214,300	\$563,609.00	
Stoneridge	180,514	\$474,751.82	
Eaglepoint	144,587	\$353,721.86	-10,092
Total Sky Ranch Project	663,752	\$1,719,125.81	-10,092

and;

WHEREAS, MS Rialto has made full payment for all school fees at the Sky Ranch Project (“Total Fees Paid”) as originally contemplated in the School Fees Agreement as follows:

- Payment #1 made on May 16, 2008 in the amount of \$645,315.21 for 245,361 square feet of residential development
- Payment #2 made on January 1, 2009 in the amount of \$649,746.77 for 247,052 square feet of residential development

- Payment #3 made on February 1, 2010 in the amount of \$424,063.83 for 161,241 square feet of residential development

WHEREAS, Payment #3 already included a credit adjustment of \$26,541.96 for 10,092 less square feet than originally contemplated in the School Fees Agreement for the Eaglepoint community, and;

WHEREAS, MS RIALTO has obtained permits and constructed 23 of the 67 units marketed as the Stoneridge Community through Phase 3 of 10 due to changing market conditions, and;

WHEREAS, MS RIALTO expects to build the remaining 44 of 67 residential units in the Stoneridge Community within two (2) years with an overall total square footage less than the original 157,994 contemplated in the School Fees Agreement (“Unbuilt Units”), and;

WHEREAS, the School Fees Agreement expires April 14, 2013, and;

WHEREAS, the Parties now desire to enter into Amendment No.1 for the purpose of extending the Agreement to allow MS RIALTO time to permit and construct the Unbuilt Units;

NOW THEREFORE, the PARTIES mutually agree as follows:

#### **TERMS**

1. The School Fees Agreement shall be extended for an additional three (3) years to expire on April 14, 2016.
2. Although the Total Square Footage of the Unbuilt Units, as specified in building permits, are planned to be less than 157,994, MS RIALTO shall not be entitled to a credit or refund of any amount.
3. In exchange for the Total Square Footage of the Unbuilt Units constructed being equal to or less than 157,994, the Total Fees Paid by MS RIALTO as of the date of this Amendment No. 1 shall be deemed payment in full to satisfy all of MS RIALTO’s financial obligations under the School Fees Agreement for the Total Sky Ranch Project.

IN WITNESS WHEREOF, this Amendment No. 1 to the School Fees Agreement is executed by DISTRICT and MS RIALTO on the day and year first written above.

**SANTEE SCHOOL DISTRICT:**

By: \_\_\_\_\_  
Name: **Karl Christensen**  
Title: Assistant Superintendent, Business Services  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: **Timothy K. Garfield**  
**Schwartz Heidel Sullivan LLP**  
Counsel to Santee School District  
Date: \_\_\_\_\_

**MS RIALTO SKY RANCH CA, LLC**, a Delaware limited liability company

By: **MS RIALTO RESIDENTIAL HOLDINGS, LLC**, a Delaware Limited Liability Company, its member

By: **MSR HOLDING COMPANY, LLC**, a Delaware Limited Liability Company, its member

By: **LENNAR HOMES OF CALIFORNIA**, a California corporation, its California manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



Consent Item E.3.2. Adoption of Resolution No. 1112-18, Declaring May 9, 2012 as the Day of the Teacher

Prepared by Minnie Malin  
April 17, 2012

**BACKGROUND:**

Certificated employees who we fondly refer to as teachers, provide instruction to students and create a learning environment supported by caring, warmth, empathy, and understanding. Therefore, these employees deserve recognition for their dedication, tenacity, and creativity in the delivery of instruction to best meet the needs of all learners.

**RECOMMENDATION:**

Administration recommends that the Board recognize certificated employees by declaring May 9, 2012 as Santee School District's "Day of the Teacher."

**FISCAL IMPACT:**

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

**STUDENT ACHIEVEMENT IMPACT:**

Teachers are the foundation of student achievement.

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

Agenda Item E.3.2.

# SANTEE SCHOOL DISTRICT

Resolution # 1112-18

## Resolution of the Santee School District Board of Education Declaring May 9, 2012 as the Day of the Teacher in Santee School District

**WHEREAS**, education is the most vital activity we as a society undertake to ensure the well-being of the nation;

**WHEREAS**, education is dependent in large part on the talent and commitment of teachers;

**WHEREAS**, teaching is a profession characterized by skill, knowledge, discipline, tenacity and creativity in the delivery of instruction;

**WHEREAS**, teachers are a source of caring, concern, understanding, empathy and warmth;

**WHEREAS**, teachers deserve widespread recognition and gratitude for their performance;

**WHEREAS**, teachers in the Santee School District exemplify all of these qualities;

**WHEREAS**, teachers in the Santee School District educate and motivate students who have not succeeded in other educational settings or have special needs that require unique skills and compassion; and

**WHEREAS**, teachers at the Santee School District have made a crucial difference in the lives of all students:

**NOW, THEREFORE, BE IT RESOLVED** that the Santee School District Board of Education and District Superintendent declare May 9, 2012 as the "Day of the Teacher" in Santee School District; and

**BE IT FURTHER RESOLVED** that the Santee School District Board of Education and County Superintendent of Schools encourage the community of Santee to recognize and honor Santee School District teachers on this day.

**PASSED AND ADOPTED** this 17<sup>th</sup> day of April, 2012 at a regular meeting of the Santee School District Board of Education.

The foregoing Resolution was passed and adopted at a regular meeting of the Governing Board of the Santee School District on the 17<sup>th</sup> day of April, 2012 by the following vote:

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

Dated April 17, 2012

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

Consent Item E.3.3. Adoption of Resolution No. 1112-19, Declaring May 20-26, 2012 as Classified School Employees Week

Prepared by Minnie Malin  
April 17, 2012

**BACKGROUND:**

Classified employees serve, assist, and provide support to children and fellow employees of the Santee School District. Classified employees deserve recognition and public celebration of their caring deeds and contributions.

**RECOMMENDATION:**

Administration recommends that the Board recognize classified employees and commend all classified employees for their service to Santee School District by declaring May 20-26, 2012 as “Classified School Employees Week.”

**FISCAL IMPACT:**

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

**STUDENT ACHIEVEMENT IMPACT:**

Classified employees provide support to staff and students.

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

Agenda Item E.3.3.

# SANTEE SCHOOL DISTRICT

Resolution #1112-19

## Resolution of the Santee School District Board of Education Declaring May 20-26, 2012 as Classified School Employees Week in Santee School District

**WHEREAS**, education is the most vital activity we as a society undertake to ensure the well-being of the nation;

**WHEREAS**, classified school employees assist the Santee School District in its commitment to provide quality educational programs and services to the children of the Santee community;

**WHEREAS**, classified school employees, individually and collectively, set an exemplary standard of performance and commitment;

**WHEREAS**, classified school employees provide knowledge, skills and expertise that are relied upon throughout the organization; and

**WHEREAS**, classified school employees deserve rightful recognition and public celebration of their caring, their deeds, and their incalculable contributions to the children of the Santee School District:

**NOW, THEREFORE, BE IT RESOLVED** that the Santee School District Board of Education and District Superintendent hereby express their gratitude and commend all classified employees for their service to the Santee School District by declaring the week of May 20-26, 2012 as "Classified School Employees Week" in Santee School District.

**PASSED AND ADOPTED** this 17<sup>th</sup> day of April, 2012 at a regular meeting of the Santee School District Board of Education.

The foregoing Resolution was passed and adopted at a regular meeting of the Governing Board of the Santee School District on the 17<sup>th</sup> day of April, 2012 by the following vote:

**AYES:** \_\_\_\_\_

**NOES:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

Dated April 17, 2012

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

Consent Item E.3.4.

Approval of Revisions to Student Attendance  
Clerk Job Description

Prepared by Minnie Malin  
April 17, 2012

**BACKGROUND:**

A recent change in supervision responsibility for the Student Attendance Clerk positions from Director of Technology to Site Principals has prompted the necessity to revise the job description accordingly.

Presented tonight is the revised job description for Board approval.

**RECOMMENDATION:**

Administration recommends that the Board of Education approve the revisions to the Student Attendance Clerk job description.

**FISCAL IMPACT:**

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

**STUDENT ACHIEVEMENT IMPACT:**

This item will not impact student achievement.

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

Agenda Item E.3.4.

**STUDENT ATTENDANCE CLERK****DEFINITION**

Under the direction of the ~~Director of Technology~~ **site principal**, prepare and maintain student attendance data. Operate a computer with speed and accuracy to post student-related data and generate required reports. Provide back-up support to school office staff as time permits. Communicate with district staff responsible for other attendance-related functions, such as scheduling, testing, special programs, state reporting, etc.

**EXAMPLES OF DUTIES**

In conjunction with ~~Director~~, site leaders **principal**, and District Data Specialists, the Attendance Clerk will:

1. Understand district procedures and State attendance regulations, which mandate the use of specific attendance codes and procedures.
2. Ensure that all teachers take on-line attendance by established daily deadlines.
3. Record and verify, through prescribed State and District procedures, the nature of student absences. This may involve listening to an absence line, telephoning parents, processing absence excuses from an automated system, recording tardies, independent study contracts, etc.
4. Utilize various automated systems with speed and accuracy, including a student information system, automated student calling telephone system, basic office productivity software, etc.
5. Provide required weekly attendance verification reports for teachers and ensure that all reports are signed and dated according to stated procedures.
6. Verify that weekly student counts, taken by manual methods, match the counts contained within the student information system. Research and resolve any discrepancies.
7. Produce weekly, monthly (periodic) and annual student attendance reports for verification and signature by site leader. Present these verified reports to District staff for mandated state reporting.
8. Maintain auditable attendance records in an organized manner as prescribed by district standards.
9. Provide attendance verification data and reports, as needed, to site, district and various authorized agencies and parents.
10. Assist office and school staff to effectively utilize the student information system.
11. Actively participate with District staff in the data entry and validation of data to be used for mandated District and State reports.
12. Attend regular district-supplied training as need determines.
13. Utilize technology systems (e.g., voice mail, email, Internet, office productivity software, student system, absence system, purchasing system, etc.) to maximize efficiency and enable access to information.
14. Answer telephones.
15. Receipt and transfer of cum records.
16. Perform other related duties as assigned.

**QUALIFICATIONS GUIDE**

Knowledge of:

1. State and District attendance regulations
2. Operation of computer, related software and data entry techniques

STUDENT ATTENDANCE CLERK – Page 2

QUALIFICATIONS GUIDE

Knowledge of (continued):

3. Principles of electronic data record handling
4. Modern technology, including computer proficiency, daily use of common software such as MS Office, Windows, Internet, Outlook, etc.
5. Correct English usage, spelling, grammar and punctuation
6. Modern office practices procedures and equipment
7. Telephone techniques and etiquette
8. Oral communications skills
9. Effective interpersonal skills

Ability to:

1. Maintain clear, accurate and complete records related to student attendance.
2. Learn, interpret, apply and explain rules, regulations, policies and procedures related to school attendance records.
3. Independently perform secretarial and clerical work with speed and accuracy.
4. Learn and understand the District's computerized student information system as well as other electronic systems applicable to position.
5. Operate a variety of office machines including a computer and related office productivity software.
6. Prepare and review computer-generated reports and lists.
7. Service parent and other customer care needs professionally, efficiently and with follow-through.
8. Administer basic first aid in the absence of other office staff.
9. Understand and carry out oral and written instructions.
10. Establish and maintain cooperative and effective working relationships with others.
11. Type at a net corrected speed of 45 words per minute.

Training and Experience:

Any combination equivalent to graduation from high school; coursework in business office / technology; and one year of responsible record-keeping experience, which included the operation of modern technology equipment and software.

Licenses:

Ability to receive a First Aid Certificate issued by an authorized agency.

Working Conditions:

Elementary office environment

BOARD ADOPTED June 15, 2004

**REVISED**

Consent Item E.3.5. Adoption of Resolution No. 1112-21 to Approve Appropriate Signing Official on the Service Agreement with the Office of Administrative Hearings

Prepared by Minnie Malin  
April 17, 2012

**BACKGROUND:**

On March 6, 2012, the Board approved the reduction of 5.93 fulltime equivalent certificated positions due to current and future financial constraints brought about by the State budget crisis. Seven (7) individuals affected by the reduction were personally delivered layoff notifications on March 7, 2012 and informed that they may request an evidentiary hearing before an administrative law judge. All seven (7) individuals have requested a hearing which will take place on April 27, 2012.

The Office of Administrative Hearings (OAH) requires an executed service agreement signed by the appropriate official for Santee School District in order to conduct hearings. Provided tonight is resolution no. 1112-21 declaring the appropriate signing official.

**RECOMMENDATION:**

Administration recommends that the Board adopt resolution no. 1112-21 declaring Minnie Malin, Assistant Superintendent of Human Resources, as Santee School District's appropriate signing official.

**FISCAL IMPACT:**

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

**STUDENT ACHIEVEMENT IMPACT:**

There is no impact to student achievement as a result of this declaration.

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

Agenda Item E.3.5.



**SANTEE SCHOOL DISTRICT**  
Resolution No. 1112-21

RESOLUTION TO IDENTIFY APPROPRIATE SIGNING OFFICIAL ON THE  
SERVICE AGREEMENT WITH THE OFFICE OF ADMINISTRATIVE HEARINGS

WHEREAS, the Governing Board of the Santee School District ("District") has determined that it shall be necessary to reduce or discontinue the particular kinds of services of the District at the close of the current school year; and

WHEREAS, each person receiving layoff notices may request an evidentiary hearing before an administrative law judge; and

WHEREAS, the Office of Administrative Hearings requires an executed service agreement signed by the appropriate official for Santee School District;

THEREFORE, BE IT RESOLVED that the Board of Education identifies Minnie Malin, Assistant Superintendent of Human Resources, as the appropriate signing official to execute the service agreement between Santee School District and the Office of Administrative Hearings.

Adopted by the Governing Board of the Santee School District this 17<sup>th</sup> day of April, 2012.

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

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

I, Ken Fox, 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

April 17, 2012  
Date

DISCUSSION AND/OR ACTION ITEMS Item F.

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

Agenda Item F

Discussion and/or Action Item F.1.1. Approval of Monthly Financial Report  
Prepared by Karl Christensen  
April 17, 2012

**BACKGROUND:**

Administration has prepared the accompanying Monthly Financial Report covering the period February 1 through February 29, 2012 for the Board of Education's review and comments. The statements are prepared on a cash and modified accrual basis and include the District's revenue, expenditure, and cash activities.

**RECOMMENDATION:**

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

This recommendation supports the following District goal:

- 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 \$6,752,359; cash receipts of \$1,979,842; and disbursements of \$4,295,713 are reflected for the period of February 1, through February 29, 2012, resulting in an ending cash balance of \$4,436,488 as of February 29, 2012.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

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## CASH REPORT FOR FEBRUARY

		Actual	Projected
Beginning Cash Balance as of January 31, 2012		\$6,752,359	\$6,752,359
<b>INCOME</b>			
A. Revenue Limit Sources			
State Aid	\$ 264,517		
Property Taxes	145,953		
		410,470	
B. Federal Income			
Federal Funding	35,620		
		35,620	
C. State Income			
Unres. State Funding	184,345		
CSR	716,033		
		900,378	
D. Local Income			
Other Local Income	222,134		
Spec ED	341,070		
		563,204	
E. Due to/Due from other funds		70,170	
F. Debt Proceeds		-	
<b>TOTAL INCOME</b>		<b>\$1,979,842</b>	<b>\$2,548,816</b>
Beginning Balance Plus Income		<b>\$8,732,200</b>	<b>\$9,301,175</b>
<b>DISBURSEMENTS</b>			
G. Commercial Warrants	\$ 429,829		
H. Payroll Warrants	2,914,116		
I. Statutory Employee Benefits	457,693		
J. Health & Welfare	215,061		
K. Other Outgo	92,759		
L. Interfund Borrowing Out	186,255		
<b>TOTAL DISBURSEMENTS</b>		<b>\$4,295,713</b>	<b>\$4,062,217</b>
Ending Cash Balance as of February 29, 2012		<b>\$4,436,488</b>	<b>\$5,238,958</b>





## Budget Revisions Through February 29, 2012 2011-12 Revised Budget

	<u>Unrestricted</u>	<u>Restricted</u>	<u>Total</u>
Beginning Fund Balance	10,121,507	245,571	10,367,078
Estimated Income	33,964,252	11,766,971	45,731,223
Estimated Expenditures	<u>36,309,697</u>	<u>11,779,187</u>	<u>48,088,884</u>
Change in Fund Balance	(2,345,445)	(12,216)	(2,357,661)
Projected Ending Fund Balance	7,563,239	233,355	7,796,594
Less: Restricted			
Program Carryovers	-	233,355	233,355
Less: Committed			
Yale Preschool Expansion at CPJH	200,000	-	200,000
Less: Non-Spendable			
Prepaid Expenses	375,869	-	375,869
Revolving Cash Fund	15,000	-	15,000
Stores Inventory	29,615	-	29,615
Less: Assigned			
Vacation Carryover	221,401	-	221,401
Textbook Fund Carryover	57,530	-	57,530
Less: Economic Uncertainty Reserve	1,442,667	-	1,442,667
Uncommitted/Unassigned/Unappropriated Fund Balance	5,221,158	-	5,221,158
Fund 17 Projected End of Year Balance	<u>2,854,777</u>	<u>-</u>	<u>2,854,777</u>
Projected Reserves	<u>9,518,601</u>	<u>-</u>	<u>9,518,601</u>
As a % Estimated Expense Total	19.78%		
<b>(Includes reduction for 2010-11 audit adjustment)</b>			
* Projected Reserve % 2012-13	13.46%		
* Projected Reserve % 2013-14	3.39%		

\* Based on latest multi-year projection assumptions



Discussion and/or Action Item F.1.2. Adoption of Resolution #1112-17 to Issue Tax Revenue Anticipation Notes for the 2012-13 Fiscal Year

Prepared by Karl Christensen  
April 17, 2012

### **BACKGROUND:**

Resolution #1112-17 authorizes the issuance by the Santee School District of the 2012 tax and revenue anticipation notes (TRANs) in an amount not to exceed \$10 million, although the actual amount will not be known until after revenue projections are finalized in late May. The maturity of the 2012 TRANs will not exceed 12 months and will be dated July 1, 2012. The TRANs will be issued through a pooled financing program of school districts and other public agencies located in San Diego County. The pooled program is organized by the San Diego County Office of Education and the County of San Diego Treasurer.

The purpose of the TRANs is to increase available cash balances which provides operating funds to cover cash shortfalls. Cash shortfalls arise due to the timing of monthly cash receipts and disbursements throughout the 2012-13 fiscal year. The State's continued reliance on deferrals of apportionments to balance its own budget and the district's on-going structural budget deficit caused by declining State revenues results in severe cash shortages, especially in May and June. Preliminary cash flow estimates indicate the District could face a cumulative cash shortfall in the General Fund of as much as \$7.5 million. This will require a multi-pronged strategy to include the following:

- TRAN issued in July and paid back in 2 installments; one in January and one in April
- Temporary transfer of other internal funds including Fund 13, Fund 17, Fund 21, and Fund 63 throughout the year
- Cross Fiscal Year Loan from the County Treasury to cover shortages in April, May, and June

There are several advantages for participating in the San Diego County Pooled TRANs program:

- Lower overall issuance costs due to standardized documentation and credit criteria
- Increased marketability
- Consolidated expertise and decision-making

The resolution authorizes various financing documentation, including a Purchase Contract, Trust Agreement, Preliminary Official Statement, and Financial Advisory Agreement which are on file in the office of the Assistant Superintendent of Business

Services. It also authorizes the Superintendent or the Assistant Superintendent of Business Services to sign financing documentation in connection with the issuance of the TRANS.

**RECOMMENDATION:**

It is recommended that the Board of Education adopt Resolution #1112-17 authorizing the issuance of tax and revenue anticipation notes (TRANS) for the 2012-13 fiscal year in an amount not to exceed \$10 million. The maturity of the 2012 TRANS will not exceed 12 months and will be dated July 1, 2012. If cash flow projections indicate that the District qualifies to issue a TRAN, the actual amount and maturity will be determined at a later date.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

The fiscal impact of issuance costs for underwriting fee, bond counsel, printing, and rating are estimated at \$25,000.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item F.1.2.
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RESOLUTION NO. 1112-17

RESOLUTION OF SANTEE ELEMENTARY SCHOOL DISTRICT AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2012-2013 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2012 TAX AND REVENUE ANTICIPATION NOTES THEREFOR IN AN AMOUNT NOT TO EXCEED \$10,000,000 AND PARTICIPATION IN THE SAN DIEGO COUNTY AND SCHOOL DISTRICT TAX AND REVENUE ANTICIPATION NOTE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID NOTES

**WHEREAS**, school districts and the County of San Diego (the "County") are authorized by Sections 53850 to 53858, both inclusive, of the Government Code of the State of California (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes;

**WHEREAS**, the legislative body (the "Board") of the school district specified in Section 22 hereof (the "District") has determined that an amount not to exceed the maximum amount of borrowing specified in Section 22 hereof (the "Principal Amount") is needed for the requirements of the District, a political subdivision situated in the County, for any of the purposes of the District, as authorized by the Act, and that it is necessary that said Principal Amount be borrowed for such purpose at this time by the issuance of one or more series of notes therefor in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys to be received, accrued or held by the District and provided for or attributable to its fiscal year ending June 30, 2013 (the "Repayment Fiscal Year");

**WHEREAS**, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance of one or more series of its 2012 Tax and Revenue Anticipation Notes, with an appropriate series designation if more than one note is issued (collectively, the "Note");

**WHEREAS**, to the extent required by law, the District requests the Board of Supervisors of the County to borrow, on the District's behalf, the Principal Amount by the issuance of the Note;

**WHEREAS**, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed 85% of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys of the District provided for or attributable to the Repayment Fiscal Year, and available for the payment of the principal of the Note and the interest thereon which, at the time of receipt are not restricted to other purposes, except to the extent such other purposes have been funded from Note proceeds (exclusive of any moneys required to be used to repay a treasurer's loan as described in Section 17 hereof);

**WHEREAS**, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax and revenue anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue, cash receipts or other moneys for the Repayment Fiscal Year;



**WHEREAS**, pursuant to Section 53856 of the Act, certain moneys which will be received or accrued by the District and provided for or attributable to the Repayment Fiscal Year can be pledged for the payment of the principal of the Note and the interest thereon (as hereinafter provided);

**WHEREAS**, the District has determined that it is in the best interests of the District to participate in the San Diego County and School District Tax and Revenue Anticipation Note Program (the "Program"), whereby participating school districts and the County (collectively, the "Issuers") will simultaneously issue tax and revenue anticipation notes, which will be marketed together with some or all of the notes issued by other school districts and the County participating in the Program upon the determination by a District Officer at that time that participation in such Program is in the best financial interests of the District, or alternatively, the District may issue its note on a stand-alone basis, depending on market conditions;

**WHEREAS**, the financial advisor to the participating school districts (the "Financial Advisor") appointed in Section 21 hereof, together with the underwriter and such co-underwriters, if any, identified in the Purchase Agreement hereinafter defined (the "Underwriter"), will structure one or more pools of notes (which may include a single note of one participating school district) or series of note participations (referred to herein as the "Note Participations," the "Series" and/or the "Series of Note Participations") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures Note Participations comprising each Series and (ii) possibly other features, all of which the District hereby authorizes the Financial Advisor to determine;

**WHEREAS**, the Program requires the Issuers participating in any particular Series to deposit their tax and revenue anticipation notes with a trustee, pursuant to a trust agreement (the "Trust Agreement") between such Issuers and the banking institution named therein as trustee (the "Trustee");

**WHEREAS**, the Trust Agreement provides, among other things, that for the benefit of owners of Note Participations, that the District shall provide notices of the occurrence of certain enumerated events, if deemed by the Districts to be material;

**WHEREAS**, the Program requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Note Participations evidencing and representing proportionate, undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series;

**WHEREAS**, the District desires to have the Trustee execute and deliver a Series of Note Participations which evidence and represent interests of the owners thereof in its Note and the notes issued by other Issuers in such Series, if any; if the District Officer determines at the time of issuance of its Note that participation in such Program is in the best financial interests of the District;

**WHEREAS**, as additional security for the owners of the Note Participations, all or a portion of the payments by the District or by the other Issuers of their respective notes may or may not be secured either by an irrevocable letter (or letters) of credit or policy (or policies) of

insurance or other credit instrument (or instruments) (collectively, the “Credit Instrument”) issued by the credit provider or credit providers designated in the Trust Agreement, as finally executed (collectively, the “Credit Provider”), which may be issued pursuant to a credit agreement or agreements or commitment letter or letters designated in the Trust Agreement (collectively, the “Credit Agreement”) between the Issuers and the respective Credit Provider;

**WHEREAS**, the net proceeds of the Note may be invested under an investment agreement with an investment provider to be determined on behalf of the Issuers by the County Officer, as hereinafter defined, in the Pricing Confirmation set forth in Exhibit A to the Purchase Agreement hereinafter defined;

**WHEREAS**, the Program requires that each participating Issuer approve the Trust Agreement and the alternative Credit Instruments, if any, in substantially the forms presented to the Board, or, in the case of the Credit Instruments, if any, if not presented, in a form which complies with such requirements and standards as may be determined by the Board, with the final form and type of Credit Instrument and corresponding Credit Agreement, if any, determined upon execution by the County Officer, as hereinafter defined, of the Pricing Confirmation;

**WHEREAS**, pursuant to the Program, in the event that other Issuers participate with the District in a Series of notes sold into a pool, each participating Issuer will be responsible for its share of (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b), if applicable, the fees of the Credit Provider, the Issuer’s allocable share of all Predefault Obligations and the Issuer’s Reimbursement Obligations, if any (each as defined in the Trust Agreement), and in the event that the Note is sold on a stand-alone basis, the District will be responsible for (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b), if applicable, the fees of the Credit Provider, all Predefault Obligations and the Issuer’s Reimbursement Obligations, if any;

**WHEREAS**, pursuant to the Program, the Note and the notes issued by other Issuers, if any, participating in the same Series (all as evidenced and represented by a Series of Note Participations) will be offered for sale through negotiation with the Underwriter or directly to a purchaser or purchasers under the terms of a placement or purchase agreement (the “Purchase Agreement”) approved by an Authorized District Representative and the County Officer, as referred to in Section 4;

**WHEREAS**, the District has determined that it may be desirable to provide for the issuance of an additional parity note (the “Parity Note”) during the Repayment Fiscal Year, the principal and interest on which are secured by Pledged Revenues, hereinafter defined, on a parity with the Note; and

**WHEREAS**, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

**NOW, THEREFORE**, the Board hereby finds, determines, declares and resolves as follows:

**Section 1. Recitals.** All the above recitals are true and correct and this Board so finds and determines.

**Section 2. Authorization of Issuance.** This Board hereby determines to borrow, and, to the extent required by the Act, requests the Board of Supervisors of the County to borrow on behalf of the District, solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received, accrued or held by the District and provided for or attributable to the Repayment Fiscal Year, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, the Note, which may be issued in one or more series, in a combined amount not to exceed the Principal Amount under Sections 53850 *et seq.* of the Act, designated the District's "2012 Tax and Revenue Anticipation Note," with an appropriate series designation if more than one series is issued, to be issued in the form of fully registered notes, to be dated the date of delivery to the respective initial purchaser thereof, to mature (with or without option of prior redemption at the election of the District) not more than 15 months after each such delivery date on a date indicated on the face thereof and determined in the related Pricing Confirmation (as it pertains to each series, the "Maturity Date"), and to bear interest, payable on the respective Maturity Date, and, if such Maturity Date is more than 12 months from the date of issuance, the interim interest payment date set forth in the related Pricing Confirmation, and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate or rates, if more than one Note is issued, not to exceed 12% per annum, as determined at the time of the sale of the respective Note (as it pertains to each series, the "Note Rate").

If the respective Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument and is not paid at maturity or is paid (in whole or in part) by a draw under or claim upon a Credit Instrument which draw or claim is not fully reimbursed on such date, it shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof (or the portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw or claim has not been fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If the respective Note as evidenced and represented by the Series of Note Participations is unsecured in whole or in part and is not fully paid at maturity, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. In each case set forth in the preceding two sentences, the obligation of the District with respect to such Defaulted Note or unpaid Note shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any available revenues provided for or attributable to the Repayment Fiscal Year, as provided in Section 8 hereof. The percentage of the respective Note as evidenced and represented by the Series of Note Participations to which a Credit Instrument, if any, applies (the "Secured Percentage") shall be equal to the amount of the Credit Instrument divided by the aggregate amount of unpaid principal of and interest on notes (or portions thereof) of all Issuers of notes comprising such Series of Note Participations, expressed as a percentage (but not greater than 100%) as of the maturity date. Both the principal of and interest on the Note shall be payable in lawful money of the United States of America.

Each Note may be issued in conjunction with the note or notes of one or more other Issuers, if any, as part of the Program and within the meaning of Section 53853 of the Act, upon the determination of the District Officer at the time of issuance of the Note that participation in such Program is in the best financial interests of the District.

**Section 3. Form of Note.** The Note shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, as attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures to be inserted or determined at closing.

**Section 4. Sale of Note; Delegation.** The Note as evidenced and represented by the Note Participations may be sold to the Underwriter pursuant to the terms and provisions of the Purchase Agreement. The form of the Purchase Agreement, including the form of the Pricing Confirmation set forth as Exhibit A thereto, presented to this meeting is hereby approved; provided, however, in the event one or more Authorized District Representatives identified in Section 22 hereof decides it is in the best interest of the District to sell the Note pursuant to a private placement, an Authorized District Representative may approve a different form of one or more Purchase Agreements and/or Pricing Confirmation. The Chief Financial Officer, or in the absence of such officer, his or her assistant, the County Treasurer-Tax Collector, or, in the absence of such officer, his or her assistant and the Debt Finance Manager (each a "County Officer") are each hereby individually authorized and directed to execute and deliver the Purchase Agreement by executing and delivering the Pricing Confirmation, each in substantially said form, with such changes thereto as such County Officer executing the same shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; *provided, however*, that the Note Rate shall not exceed 12% per annum, and that the District's *pro rata* share of Underwriter's discount on the Note, when added to the District's share of the costs of issuance of the Note Participations, shall not exceed 1.0% of the amount of the Note; *provided further*, that there shall be no Underwriter's discount in the event of a private placement of the Series of Note Participations, but such private placement will be subject to a placement fee to be approved by an Authorized District Representative. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

**Section 5. Program Approval.** The Note may be combined with notes of other Issuers, if any, into a Series as set forth in the Preliminary Official Statement, hereinafter mentioned, and shall be sold simultaneously with such other notes of that Series supported by the Credit Instrument (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Note Participations which shall evidence and represent proportionate, undivided interests in the in the proportion that the face amount of the Note which the Series of Note Participations represents bears to the total aggregate face amount of such respective Note and the notes issued by other Issuers which the Series of Note Participations represent. Such Note Participations may be delivered in book-entry form.

The forms of Trust Agreement and alternative general types and forms of Credit Agreements, if any, presented to this meeting or otherwise to the Board, are hereby approved, and the President or Chairperson of the Board of the District, the Superintendent, the Assistant Superintendent for Business, the Business Manager or Chief Financial Officer of the District, as

the case may be, or, in the absence of any such officer, his or her assistant (each a “District Officer”) is hereby authorized and directed to execute and deliver the Trust Agreement and a Credit Agreement, if applicable, which shall be identified in the Pricing Confirmation, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to the District Officer following execution by the County Officer of the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement and the Credit Agreement, if any. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. The District Officer is hereby authorized and directed to comply with and carry out all of the provisions of the Trust Agreement with respect to continuing disclosure; *provided however*, that failure of the District to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default hereunder. Any Credit Agreement identified in the Pricing Confirmation but not at this time before the Board shall include reasonable and customary terms and provisions relating to fees, increased costs of the Credit Provider, if any, payable by the District, negative and affirmation covenants of the District and events of default. The proposed form of preliminary offering document, which may be a preliminary official statement, preliminary private offering memorandum or preliminary limited offering memorandum (the “Preliminary Official Statement”) relating to the Series of Note Participations, in substantially the form presented to this meeting or otherwise to the Board, is hereby approved with such changes, additions, completion and corrections as any Authorized District Representative may approve, and the Underwriter is hereby authorized and directed to cause to be mailed to prospective bidders the Preliminary Official Statement in connection with the offering and sale of the Series of Note Participations. Such Preliminary Official Statement, together with any supplements thereto, shall be in form “deemed final” by the District for purposes of Rule 15c2-12, promulgated by the Securities and Exchange Commission (the “Rule”), unless otherwise exempt, but is subject to revision, amendment and completion in a final official statement, private offering memorandum or limited offering memorandum (the “Official Statement”). The Official Statement in substantially said form is hereby authorized and approved, with such changes therein as any Authorized District Representative may approve. The Authorized District Representative is hereby authorized and directed, at or after the time of the sale of any Series of Note Participations, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authorized District Representative may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The District Officer is hereby authorized and directed to provide the Financial Advisor and the Underwriter with such information relating to the District as they shall reasonably request for inclusion in the Preliminary Official Statement. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement is, except for certain omissions permitted by the Rule, hereby deemed final within the meaning of the Rule; *provided* that no representation is made as to the information contained in the Preliminary Official Statement relating to the other Issuers, if any, or any Credit Provider. If, at any time prior to the execution of the Pricing Confirmation, any event occurs as a result of which the information contained in the Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the

statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Financial Advisor and the Underwriter.

The Trustee is authorized and directed to execute Note Participations on behalf of the District pursuant to the terms and conditions set forth in the Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Note Participations contained in the Trust Agreement. When so executed, the Note Participations shall be delivered by the Trustee to the purchaser upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

Subject to Section 8 hereof, the District hereby agrees that if its Note as evidenced and represented by the Series of Note Participations shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which no reimbursement on a draw or claim has been made shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to the Series of Note Participations, and therefore, if applicable, all or a portion of the District's Note, if any, has been reimbursed for any drawings or payments made under the Credit Instrument with respect to the Note, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and, (ii) the holders of the Series of the Note Participations which evidence and represent the Note are paid the full principal amount represented by the unsecured portion of the Note plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the Series of Note Participations will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under the Note, any fees or expenses of the Trustee and, to the extent permitted by law, if the District's Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under the Note), (i) arising out of an "Event of Default" hereunder (or pursuant to Section 8 hereof) or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the principal amount of its Note over the aggregate principal amounts of all notes, including the Note, of the Series of which the Note is a part, at the time of original issuance of such Series. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

**Section 6. No Joint Obligation; Owners' Rights.** The Note shall be marketed and sold on either a stand-alone basis or simultaneously with the notes of other Issuers, if any, and aggregated and combined with notes of such other Issuers participating in the Program into a Series of Note Participations evidencing and representing an interest in several, and not joint, obligations of each such Issuer. The obligation of the District to Owners is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this

Resolution, the resolution of the County providing for the issuance of the Note, and the Note as evidenced and represented by such Series of Note Participations.

Owners of Note Participations, to the extent of their interest in the Note, shall be treated as owners of the Note and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and the Note. The District hereby recognizes the right of the Owners acting directly or through the Trustee to enforce the obligations and covenants contained in the Note, this Resolution and the Trust Agreement. The District shall be directly obligated to each Owner for the principal and interest payments on the Note evidenced and represented by the Note Participations without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

The provisions of this Section 6 apply equally to a Parity Note, if any, as if referred to herein, in the event that the District Officer determines at the time of issuance of the Parity Note that participation in a similar Program to pool the Parity Note with the notes of other issuers is in the best financial interests of the District.

**Section 7. Disposition of Proceeds of Note.** The moneys received from the sale of the Note allocable to the District's costs related to the issuance of the Note, if sold on a stand-alone basis or the District's share of the costs of issuance if issued in a pool with other Issuers, shall be deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement and expended on costs of issuance as provided in the Trust Agreement. The moneys received from the sale of the Note (net of the District's costs related to the issuance of the Note if sold on a stand-alone basis or the District's share of the costs of issuance if issued in a pool with other Issuers) shall be deposited in the District's Proceeds Subaccount within the Proceeds Fund hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to expend funds upon requisition from the Proceeds Subaccount as specified in the Trust Agreement. Amounts in the Proceeds Subaccount are hereby pledged to the payment of the Note.

The Trustee will not create separate accounts within the Proceeds Fund, but will keep records to account separately for proceeds of the Note Participations allocable to the District's Note on deposit in the Proceeds Fund which shall constitute the District's Proceeds Subaccount.

The provisions of this Section 7 apply equally to a Parity Note, if any, as if referred to herein, in the event that the District Officer determines at the time of issuance of the Parity Note that participation in a similar Program to pool the Parity Note with the notes of other issuers is in the best financial interests of the District.

**Section 8. Source of Payment.** The Principal Amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which are received, accrued or held by the District and are provided for or attributable to the Repayment Fiscal Year and which are available for payment thereof. As security for the payment of the principal of and interest on the Note and the amount, if any owed the Credit Provider, the District

hereby pledges certain Unrestricted Revenues (as hereinafter provided, the “Pledged Revenues”) which are received, accrued or held by the District and are provided for or attributable to the Repayment Fiscal Year, and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the first moneys received by the District from such Pledged Revenues, and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts and other moneys of the District lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act). The term “Unrestricted Revenues” shall mean all taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys, which are generally available for the payment of current expenses and other obligations of the District. The Noteholders, Owners and Credit Provider shall have a first lien and charge on such Unrestricted Revenues as herein provided which are received, accrued or held by the District and are provided for or attributable to the Repayment Fiscal Year. Notwithstanding the foregoing, the terms “Unrestricted Revenue” and “Pledged Revenues” shall exclude moneys which, when received by the District, will be encumbered for a special purpose unless an equivalent amount of the proceeds of the Note is set aside and used for said special purpose; and provided further, the terms “Unrestricted Revenues” and “Pledged Revenues” shall exclude any moneys required to be used to repay a treasurer’s loan as described in Section 17 hereof. The District may incur indebtedness secured by a pledge of its Pledged Revenues subordinate to the pledge of Pledged Revenues hereunder and may issue subordinate tax and revenue anticipation notes.

In order to effect the pledge referred to in the preceding paragraph, the District agrees to the establishment and maintenance of the Payment Account as a special fund of the District (the “Payment Account”) by the Trustee as the responsible agent to maintain such fund until the payment of the principal of the Note and the interest thereon, and the District agrees to cause to be deposited (and shall request specific amounts from the District’s funds on deposit with the County Treasurer-Tax Collector for such purpose) directly therein on the dates specified in the related Pricing Confirmation for each series of the Note as sequentially numbered Repayment Dates (each individual date a “Repayment Date” and collectively “Repayment Dates”) (and any amounts received thereafter provided for or attributable to the Repayment Fiscal Year) until the amount on deposit in such fund, is equal on the respective Repayment Dates identified in the Pricing Confirmation to the percentages of the principal of the Note and interest due on the Note, as specified in the related Pricing Confirmation. Any such deposit may take into consideration anticipated investment earnings on amounts invested in a Permitted Investment, as defined in the Trust Agreement, with a fixed rate of return through the Maturity Date.

The District Officer is hereby authorized to approve the determination of the Repayment Dates and percentages of the principal and interest due on the Note at maturity required to be on deposit in the Payment Account on each Repayment Date, all as specified in the related Pricing Confirmation. The execution and delivery of the Pricing Confirmation by the County Officer shall be conclusive evidence of approval by this Board and such District Officer; *provided, however*, that the maximum number of Repayment Dates for each Note shall be six. In the event that on each such Repayment Date, the District has not received sufficient Unrestricted Revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said Unrestricted Revenues, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District



lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available; and in connection therewith, the District authorizes the County Treasurer-Tax Collector to transfer any District funds then held or later received by the County Treasurer-Tax Collector, to the Trustee for deposit into the District's Payment Account to make up any such deficiency.

Any moneys placed in the Payment Account shall be for the benefit of the owner of the Note and (to the extent provided in the Trust Agreement) the Credit Provider. The moneys in the Payment Account shall be applied only for the purposes for which the Payment Account is created until the principal of the Note and all interest thereon are paid or until provision has been made for the payment of the principal of the Note at maturity with interest to maturity and, if applicable, the payment of all Predefault Obligations and Reimbursement Obligations owing to the Credit Provider, if any.

The moneys in the Payment Account shall be used by the Trustee, to the extent necessary, to pay the principal of and interest on the Note, or, if applicable, to reimburse the Credit Provider for payments made under or pursuant to the Credit Instrument. In the event that moneys in the Payment Account are insufficient to pay the principal of and interest on the Note in full, such moneys shall be applied in accordance with the priority set forth in the Trust Agreement. Any moneys remaining in or accruing to the Payment Account after the principal of the Note and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, have been paid, or provision for such payment has been made, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust Agreement. Nothing herein shall be deemed to relieve the District from its obligation to pay its Note in full on the Maturity Date.

Moneys in the Proceeds Subaccount and the Payment Account shall be invested by the Trustee pursuant to the Trust Agreement in investment agreement(s) and/or other Permitted Investments as described in and under the terms of the Trust Agreement and as designated in the Pricing Confirmation. In the event the County Officer designates an investment agreement or investment agreements as the investments in the related Pricing Confirmation, the District hereby directs the Trustee to invest such funds pursuant to the investment agreement or investment agreements (which shall be with a provider rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the Note Participations and acceptable to the Credit Provider, if any, and the particulars of which pertaining to interest rate and investment provider will be set forth in the Pricing Confirmation) and authorizes the Trustee to enter into such investment agreement on behalf of the District. The District's funds shall be accounted for separately and the obligation of the provider of the Investment Agreement with respect to the District under the Investment Agreement shall be severable. Any such investment by the Trustee shall be for the account and risk of the District and the District shall not be deemed to be relieved of any of its obligations with respect to the Note, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount and Payment Account.

The District shall promptly file with the Trustee and the Credit Provider, if any, such financial reports at the times and in the forms required by the Trust Agreement.

Anything herein to the contrary notwithstanding, the District may at any time during the Repayment Fiscal Year issue or provide for the issuance of a Parity Note by the County on its behalf, secured by a first lien and charge on Pledged Revenues; provided that (i) the District shall have received confirmation from each rating agency rating the outstanding Note or Series of Note Participations related to the Note, that the issuance of such Parity Note (or related series of note participation if sold into a pool) will not cause a reduction or withdrawal of such rating agency's rating on the outstanding Note or Series of Note Participations related to the Note, (ii) the maturity date of any such Parity Note shall be later than the outstanding Note and (iii) the District shall have received the written consent of the Credit Provider, if any, to the issuance of the Parity Note. In the event that the District issues a Parity Note, or provides for the issuance of a Parity Note by the County on its behalf, the District shall make appropriate deposits into the Payment Account with respect to such Parity Note, and in such event, the Payment Account shall also be held for the benefit of the holders of the Parity Note.

**Section 9. Execution of Note.** The County Officer shall be authorized to execute the Note by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign the Note by manual or facsimile signature and to affix the seal of the County to the Note either manually or by facsimile impression thereof. Said officers of the County are hereby authorized to cause the blank spaces of the Note to be filled in as may be appropriate pursuant to the related Pricing Confirmation. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

**Section 10. Representations and Covenants.**

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt the Resolution and enter into and perform its obligations under the Purchase Agreement and (ii) authorize the County to issue the Note on its behalf.

(B) (i) Upon the issuance of the Note, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Note and the performance of its obligations thereunder and (ii) the District has full legal right, power and authority to request the County to issue and deliver the Note on behalf of the District and to perform its obligations as provided herein and therein.

(C) The issuance of the Note, the adoption of the Resolution and the execution and delivery of the Purchase Agreement, Trust Agreement and Credit Agreement, if any, and compliance with the provisions hereof and thereof will not conflict with or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of the Note or the consummation by the District of the other transactions contemplated by

this Resolution except those the District shall obtain or perform prior to or upon the issuance of the Note.

(E) The District has (or will have prior to the issuance of the Note) duly, regularly and properly adopted a preliminary budget for the Repayment Fiscal Year setting forth expected revenues and expenditures and has complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its final budget for the Repayment Fiscal Year, (ii) provide to the Credit Provider, if any, the Financial Advisor and the Underwriter (or owner of the Series of Note Participations in the event of a private placement), promptly upon adoption, copies of such final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The sum of the principal amount of the District's Note plus the interest payable thereon, on the date of its issuance, will not exceed 85% of the estimated amounts of the District's uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys to be received or accrued by the District for the general fund of the District provided for or attributable to the Repayment Fiscal Year all of which will be legally available to pay principal of and interest on the Note (exclusive of any moneys required to be used to repay a treasurer's loan as described in Section 17 hereof).

(G) The County has experienced an *ad valorem* property tax collection rate of not less than 85% of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the last five fiscal years for which information is available, and the District, as of the date of adoption of this Resolution and on the date of issuance of the Note, reasonably expects the County to collect at least 85% of such amount for the Repayment Fiscal Year.

(H) The District (i) is not currently in default on any debt obligation and (ii) to the best knowledge of the District, has never defaulted on any debt obligation.

(I) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Financial Advisor and the Underwriter and the Credit Provider, if any, and in the Preliminary Official Statement and to be set forth in the final Official Statement, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and the Note. The District agrees to furnish to the Financial Advisor, the Underwriter (or owners of the Series of Note Participations in the event of a private placement), the Trustee and the Credit Provider, if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(J) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with the Note,

the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution.

(K) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consent of the Credit Provider, if any, or (ii) in any way that would materially adversely affect the interests of the Note holders or Note Participation Owners.

(L) Upon issuance of the Note, the Note and this Resolution will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against public entities, as applicable, in the State of California.

(M) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and the Note.

(N) Except for a Parity Note, if any, pursuant to Section 8 hereof, the District shall not incur any indebtedness secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Unrestricted Revenues hereunder.

(O) So long as the Credit Provider is not in default under the Credit Instrument, the District hereby agrees to pay its *pro rata* share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the applicable Credit Agreement, if any, and/or Trust Agreement, as applicable. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it by instructing the Trustee to pay such amounts to the Credit Provider on the District's behalf by remitting to the Credit Provider moneys held by the Trustee for the District and then available for such purpose under the Trust Agreement. If such moneys held by the Trustee are insufficient to pay the District's *pro rata* share of such Predefault Obligations and all Reimbursement Obligations attributable to the District (if any), the District shall pay the amount of the deficiency to the Trustee for remittance to the Credit Provider.

(P) As a condition to the issuance of the Notes, the District will either (1) then not have a negative or qualified certification applicable to Fiscal Year 2010-11 or Fiscal Year 2011-12 within the meaning of Section 42133 of the Education Code of the State of California or (2) if the District does then have a negative or qualified certification

applicable to Fiscal Year 2010-11 or Fiscal Year 2011-12 within the meaning of Section 42133 of the Education code of the State of California, the District shall provide to the Financial Advisor and Bond Counsel the written determination by the County Superintendent of Schools that the repayment of the Notes is probable within the meaning of Section 42133 of the Education Code of the State of California.

(Q) The District funded its Reserve for Economic Uncertainties for Fiscal Year 2011-2012 in at least the minimum amount recommended, and will fund its Reserve for Economic Uncertainties for Fiscal Year 2012-2013 in at least the minimum amount recommended by the State Superintendent of Public Instruction.

(R) The District will maintain a positive general fund balance in the Repayment Fiscal Year.

**Section 11. Tax Covenants.** The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Note under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of the Note or any other funds of the District which would cause the Note to be "arbitrage bonds" within the meaning of Section 148 of the Code, a "private activity bond" within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is "federally guaranteed" as provided in Section 149(b) of the Code. The District, with respect to the proceeds of the Note, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

The District hereby (i) represents that the aggregate face amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and to be issued by the District during calendar year 2012, including the Note, is not reasonably expected to exceed \$5,000,000, *provided* that such amount shall be increased by the lesser of \$10,000,000 or the aggregate face amount of such tax-exempt obligations as are attributable to financing capital expenditures for public school facilities, **or in the alternative**, (ii) covenants that the District will take all legally permissible steps necessary to ensure that all of the gross proceeds of the Note will be expended no later than the day that is six months after the respective dates of issuance of the Note so as to satisfy the requirements of Section 148(f)(4)(B) of the Code.

Notwithstanding any other provision of this Resolution to the contrary, upon the District's failure to observe, or refusal to comply with, the covenants contained in this Section 11, no one other than the holders or former holders of the Note, the Owners or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District's failure to observe, or refusal to comply with, such covenants.

The covenants contained in this Section 11 shall survive the payment of the Note.

**Section 12. Events of Default and Remedies.**

If any of the following events occur, it is hereby defined as and declared to be and to constitute an “Event of Default”:

(a) Failure by the District to make or cause to be made the deposits to the Payment Account or any other payment required to be paid hereunder on or before the date on which such deposit or other payment is due and payable;

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or the Credit Provider, if applicable, unless the Trustee and the Credit Provider shall agree in writing to an extension of such time prior to its expiration;

(c) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Purchase Agreement (including the Pricing Confirmation) or in any instrument furnished in compliance with or in reference to this Resolution or the Purchase Agreement or in connection with the Note, is false or misleading in any material respect;

(d) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners’ interests;

(e) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(f) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidation or trustee) of the District or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners’ interests;

(g) An “Event of Default” under the terms of the resolution, if any, of the County providing for the issuance of the Note.

Whenever any Event of Default referred to in this Section 12 shall have happened and be continuing, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Without declaring the Note to be immediately due and payable, require the District to pay to the Trustee, for deposit into the Payment Account of the District, an amount equal to the principal of the Note and interest thereon to maturity, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(b) Take whatever other action at law or in equity (except for acceleration of payment on the Note) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, if the District's Note is secured in whole or in part by a Credit Instrument, as long as the Credit Provider has not failed to comply with its payment obligations under the Credit Instrument, the Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder so long as such action will not materially adversely affect the rights of any Owner, and the Credit Provider's prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder, except that nothing contained herein shall affect or impair the right of action of any Owner of a Note Participation to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such Owner's Note Participation.

If the Credit Provider is not reimbursed on the Maturity Date for the drawing or payment, as applicable, used to pay principal of and interest on the Note due to a default in payment on the Note by the District, or if any principal of or interest on the Note remains unpaid after the Maturity Date, the Note shall be a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which no reimbursement on a draw or claim has been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

**Section 13. Trustee.** The Trustee is hereby appointed as paying agent, registrar and authenticating agent for the Note. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of the Note when such become due and payable, from the Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in such account at the time and in the amount specified herein to provide sufficient moneys to pay the principal of and interest on the Note on the day on which it matures. Payment of the Note shall be in accordance with the terms of the Note and this Resolution.

The District hereby agrees to maintain the Trustee as paying agent, registrar and authenticating agent of the Note.

**Section 14. Approval of Actions.** The officers of the County mentioned in Section 9 hereof are hereby authorized and directed to execute the Note and cause the Trustee to authenticate and accept delivery of the Note, pursuant to the terms and conditions of this Resolution. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale and issuance of the Note and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Note in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof are hereby designated as “Authorized District Representatives” under the Trust Agreement.

**Section 15. Proceedings Constitute Contract.** The provisions of the Note and of this Resolution shall constitute a contract between the District and the registered owner of the Note and the Credit Provider, if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irreparable.

**Section 16. Limited Liability.** Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof and the County is not liable for payment of the Note or any other obligation of the District hereunder.

**Section 17. Treasurer’s Loans.** To the extent necessary in the judgment of the District Officer, the District Officer is hereby authorized to enter into borrowings pursuant to Section 6 of Article XVI of the California Constitution (and statutes implementing such Article); provided, however, that such amounts shall only be borrowed to the extent that such borrowings, when added to the amount of the Note and interest owed thereon, and to other items of indebtedness issued pursuant to the Government Code, shall not at the time of such borrowings exceed 85% of the estimated remaining uncollected taxes, income, revenue, cash receipts and other moneys to be received or accrued by the District during the Repayment Fiscal Year which will be available for payment of such borrowings, the Note and other items of indebtedness issued pursuant to the Government Code and the interest thereon.

**Section 18. Submittal of Resolution to County.** To the extent required by law, the Secretary of the governing board of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of the Board of Supervisors of the County, to the Treasurer-Tax Collector of the County and to the County Superintendent of Schools.

**Section 19. Indemnification of County.** The District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees (“Indemnified Parties”), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to



the adoption of a resolution by the Board of Supervisors providing for the issuance and sale of the Note, or related to the proceedings for sale, award, issuance and delivery of the Note in connection with the Program, or in connection with any information pertaining to the District included in (or omitted from but required to be stated in) the Preliminary Official Statement or the final Official Statement. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

**Section 20. Appointment of Bond Counsel.** The law firm of Orrick, Herrington & Sutcliffe LLP, Los Angeles, California is hereby appointed Bond Counsel for the District. The District acknowledges that Bond Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters, and that Bond Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, financial and other consultants who may have a role or interest in the proposed financing or that may be involved with or adverse to District in this or some other matter. Given the special, limited role of Bond Counsel described above, the District acknowledges that no conflict of interest exists or would exist, waives any conflict of interest that might appear to exist, and consents to any and all such relationships.

**Section 21. Appointment of Financial Advisor.** Any District Officer is hereby authorized, in consultation with the San Diego County Office of Education, to appoint Government Financial Strategies inc. to serve as Financial Advisor for the District in connection with the Program, and to execute an agreement for financial advisory services with such firm.

**Section 22. Resolution Parameters.**

- (a) Name of District: Santee Elementary School District
- (b) Maximum Amount of Borrowing: \$10,000,000
- (c) Authorized District Representatives:
  - (1) Superintendent
  - (2) Assistant Superintendent, Business Services

**Section 23. Severability.** In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 24. Effective Date.** This Resolution shall take effect from and after its date of adoption.

[Attach form of Certification of the Clerk of the Board with respect to the Resolution, if desired (such form of Certification is not required.)]

EXHIBIT A

FORM OF NOTES

SANTEE ELEMENTARY SCHOOL DISTRICT

COUNTY OF SAN DIEGO, CALIFORNIA

2012 TAX AND REVENUE ANTICIPATION NOTE, SERIES \_\_\_<sup>\*/</sup>

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
<u>First Repayment Date</u>	<u>Second Repayment Date</u>	<u>Third Repayment Date</u>
___% (Total of principal and interest due on Note at maturity) <sup>**/</sup>	___% (Total of principal and interest due on Note at maturity) <sup>**/</sup>	___% (Total of principal and interest due on Note at maturity) <sup>**/</sup>

REGISTERED OWNER:

PRINCIPAL AMOUNT: \$ \_\_\_\_\_

FOR VALUE RECEIVED, the Santee Elementary School District (the "District"), located in the County of San Diego, California (the "County"), acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns, on the maturity date set forth above, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon on each Interest Payment Date, as defined in the Trust Agreement, at the rate of interest specified above (the "Interest Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal to be paid upon surrender hereof at the principal corporate trust office of Wells Fargo Bank, National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest is payable as specified in the Trust Agreement. Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof

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<sup>\*/</sup> If more than one Series is issued under the Program in the Repayment Fiscal Year.

<sup>\*\*/</sup> Number of Repayment Dates and percentages to be determined in Pricing Confirmation (as defined in the Resolution).

upon surrender of this Note as the same shall fall due; *provided, however*, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay this Note when due or the Credit Provider (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution) to pay all or a portion of this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the "Note") represents the authorized issue of the Note in the aggregate principal amount made, executed and given pursuant to and by authority of certain resolutions of the governing boards of the District and the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received or accrued by the District for the general fund of the District and are provided for or attributable to the Fiscal Year ending June 30, 2013 (the "Repayment Fiscal Year"). As security for the payment of the principal of and interest on the Note, the District has pledged certain Unrestricted Revenues of the District (the "Pledged Revenues") received, accrued or held by the District and provided for or attributable to the Repayment Fiscal Year, and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and, to the extent not so paid, shall be paid from any other moneys of the District lawfully available therefor, as set forth in the Resolution. Notwithstanding the foregoing, the terms "Unrestricted Revenues" and "Pledged Revenues" exclude any moneys required to be used to repay a treasurer's loan, as more particularly described in the Resolution. The County is not liable for payment of this Note. The full faith and credit of the District is not pledged to the payment of the principal or interest on this Note.

The County, the District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the County, the District and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

**IN WITNESS WHEREOF**, the Board of Supervisors of the County has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the County and countersigned by the manual or facsimile signature of its duly authorized officer.

COUNTY OF SAN DIEGO

By: \_\_\_\_\_  
Chief Financial Officer

Countersigned

By: \_\_\_\_\_  
Clerk of the Board of Supervisors

[STATEMENT OF INSURANCE]<sup>\*/</sup>

---

<sup>\*/</sup> To be used only if Credit Instrument is a policy of municipal bond insurance.

SECRETARY'S CERTIFICATE

I, Patrick Shaw, Secretary of the Board, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board duly and regularly held at the regular meeting place thereof on the 17th day of April, 2012, of which meeting all of the members of said had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at 9619 Cuyamaca Street, Santee, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: April 17, 2012

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Secretary of the Board

Discussion and/or Action Item F.1.3.  
Prepared by Karl Christensen  
April 17, 2012

Approval to Join Coalition for Intervening in  
SDG&E Rate Case and Engagement of Best,  
Best, & Krieger for Coalition Legal Services

## **BACKGROUND:**

Over the past 5 months, staff has been planning solar projects at 7 schools to be constructed during the Summer of 2012 with 5 using shade structure implementations and 2 using roof mounted systems.

At the February 21, 2012 meeting, the Board suspended work on these projects due to the uncertainty created by SDG&E's recent rate case filing with the Public Utilities Commission ("PUC"). SDG&E's initial filing included several significant changes which would adversely impact the estimated energy savings used to pay debt service for construction of the solar systems. These changes would create a network use charge for solar energy production on the grid and eliminate the solar favorable DG-R rate tariff which was specifically created 4 years ago for schools.

Best, Best & Krieger, a law firm with solar and utilities expertise, is representing a coalition of public agencies which would be negatively impacted by SDG&E's proposed rate changes. Currently, the coalition is comprised of 3 school districts (Alpine, Lemon Grove, and San Diego Unified), the County Office of Education, 5 water districts, and the North County Transit District. Administration believes that joining the coalition is necessary to accomplish the following:

- Increase the District's influence with the PUC and in settlement negotiations with SDG&E which are currently underway
- Protect the District's \$2.2 million investment in solar at Hill Creek Elementary School
- Improve the District's opportunity for expanding solar implementations at additional school sites
- Increase access to information and analysis necessary to evaluate impacts on the district's contemplated solar projects
- Mitigate the impact of utility bill increases for all district facilities

Participation in the coalition requires "buying in" to the fees and costs incurred to date by the current members of the coalition. Through February 29, 2012, total costs were \$83,518.75. The District's share of that cost would be \$6,542.72 to be paid with execution of the engagement letter. Upon joining the coalition, the District would be billed for its pro-rata share of costs incurred subsequent to February 29, 2012 at a blended hourly rate of \$250 subject to automatic annual increase at the Consumer Price Index rate starting July 1, 2012. Other costs would include retention of experts.

SDG&E has made a settlement offer for school districts which is currently being evaluated. Joining the coalition also requires signing of a Waiver of Conflict of Interest



certifying that we have been informed that any settlement offer may favor one client over another which could create competing forces within the coalition. It is likely that the school districts and County Office will be moved to a separate coalition to reduce any conflicts of interest. Nonetheless, signing of the Waiver is necessary to document proper notification to the coalition partners.

**RECOMMENDATION:**

It is recommended that the Board of Education authorized joining the coalition for intervening in the SDG&E rate case and executing an engagement letter with Best, Best & Krieger for coalition legal services.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

The fiscal impact is:

\$6,542.72 buy-in cost for approximately 4 months of work through February 29, 2012 plus \$250 per hour for legal services and other appurtenant expenses in the near future. Total cost estimated at \$20,000 to be paid from the General Fund.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item F.1.3.
---------	--	---------	--	-------	--	--------------------

# BEST BEST & KRIEGER

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### Sophie A. Akins

(619) 525-1332  
Sophie.Akins@bbklaw.com

March 19, 2012

**VIA EMAIL & U.S. MAIL**  
**(KARL.CHRISTENSEN@SANTEESD.NET)**

Karl Christensen  
Assistant Superintendent, Business Services  
SANTEE SCHOOL DISTRICT  
9625 North Cuyamaca Street  
Santee, CA 92071

Re: Engagement of Best Best & Krieger LLP

Dear Mr. Christensen:

### **ABOUT OUR REPRESENTATION**

Best Best & Krieger LLP is pleased to represent Santee School District (“District”) to provide representation and advice related to San Diego Gas & Electric’s (“SDG&E”) Phase 2 – General Rate Case filed on October 2, 2011, and currently pending before the California Public Utilities Commission (“CPUC”). As discussed, we will be representing more than one public agency in this proceeding and, therefore, sharing costs among a “coalition” of agencies in order to minimize legal and expert fees and costs.

This letter constitutes our agreement setting the terms of our representation.

### **CONFIDENTIALITY AND CONFLICTS**

An attorney-client relationship requires mutual trust between the client and the attorney. It is understood that communications exclusively between counsel and the client are confidential and protected by the attorney-client privilege.

To also assure mutuality of trust, we have maintained a conflict of interest index. The California Rules of Professional Conduct defines whether a past or present relationship with any party prevents us from representing you. Similarly, your name will be included in our list of clients to ensure we comply with the Rules of Professional Conduct with respect to you.

We have checked the following names against our client index: **Santee School District, San Diego Unified School District, San Diego County Superintendent of Schools, Vallecitos Water District, Alpine Unified School District, Valley Center Municipal Water District, Padre Dam Municipal Water District, Helix Water District, North County Transit District, Lemon Grove School District, and San Diego Gas & Electric.** Based on that check, we can represent you; however, the execution of a Waiver of Conflict of Interest (attached as Exhibit A) is necessary to do so. Please review the above list and the Waiver of Conflict of Interest attachment to see if any other persons or entities should be included. If you do not tell us to the contrary, we will assume that this list is complete and accurate. We request that you update this list for us if there are any changes in the future.

### **YOUR OBLIGATIONS ABOUT FEES AND BILLINGS**

Our rates will be billed on an hourly basis for services rendered hereunder at a blended rate of \$250/hour for partners and associates. The billing rate shall automatically increase on July 1 of each calendar year (commencing July 1, 2012) in an amount equal to the increase in the Consumer Price Index (CPI) for the previous calendar year (January 1 through December 31) for all urban consumers in the San Diego area; provided that the CPI adjustment shall be rounded up to the nearest dollar. We anticipate retaining the services of experts in assist in our technical analysis of the proposed rates. To the extent that we retain any experts, we will first discuss our decision to hire an expert with the coalition to determine whether there are any concerns regarding such retention. The costs of any experts shall be passed through directly to the coalition, with no mark-up, from our firm.

As mentioned above, we will be representing more than one public agency in this proceeding and, therefore, sharing costs among a "coalition" of agencies in order to minimize legal fees and costs. The agencies among whom legal fees and costs shall be shared, currently, are as follows: Vallecitos Water District, Alpine Unified School District, Poway Unified School District, Valley Center Municipal Water District, Padre Dam Municipal Water District, Helix Water District, Lemon Grove School District and City of Carlsbad (collectively, the "parties"). Notwithstanding the preceding, the school districts and county office of education are currently engaged in separate settlement negotiations with SDG&E, which time and costs are being solely allocated to the four benefitting agencies (5 if you opt to join the coalition). Legal fees and costs shall be borne equally among the parties. Should any additional parties join the coalition, the new parties will be added to the coalition to share equally in the costs.

Although we are not requiring an advance deposit/retainer for this engagement, we do require that agencies joining the coalition pay a "buy-in fee" to offset the fees and costs incurred to date by the original members of the coalition, which benefit the group as a whole. Our Buy-In Invoice, in the amount of \$6,542.72, is attached hereto as Exhibit B. In addition, the billing rates for others and the advance deposit requirement are described in the memorandum attached to this letter as Exhibit C. The memo also describes the other aspects of our firm's billing policies. You should consider this memorandum part of this agreement as it binds both of us. For that reason, you should read it carefully.

### **INSURANCE**

We understand that you are not now insured or have any insurance that may cover potential liability or attorneys' fees in this case. If you think you may have such insurance, please notify me immediately.

We are also pleased to let you know that Best Best & Krieger LLP carries errors and omissions insurance with Lloyd's of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California.

### **NEW MATTERS**

When we are engaged by a new client on a particular matter, we are often later asked to work on additional matters. You should know that such new matters will be the subject of a new signed supplement to this agreement. Similarly, this agreement does not cover and is not a commitment by either of us that we will undertake any appeals or collection procedures. Any such future work would also have to be agreed upon in a signed supplement.

### **CIVILITY IN LITIGATION**

In litigation, courtesy is customarily honored with opposing counsel, such as extensions to file pleadings or responses to other deadlines. In our experience, the reciprocal extension of such courtesies saves our clients' time and money. By signing this letter you will be confirming your approval of this practice in your case.

### **HOW THIS AGREEMENT MAY BE TERMINATED**

You, of course, have the right to end our services at any time. If you do so, you will be responsible for the payment of fees and costs accrued but not yet paid, plus reasonable fees and costs in transferring the case to you or your new counsel. By the same token, we reserve the right to terminate our services to you upon written notice, order of the court, or in accordance with our attached memorandum. This could happen if you fail to pay our fees and costs as agreed, fail to cooperate with us in this matter, or if we determine we cannot continue to represent you for ethical or practical concerns.

### **CLIENT FILE**

If you do not request the return of your file, we will retain your file for five years. After five years, we may have your file destroyed. If you would like your file maintained for more than five years or returned, you must make **separate** arrangements with us.

**THANK YOU**

On a personal note, we are pleased that you have selected Best Best & Krieger LLP to represent you. We look forward to a long and valued relationship with you and appreciate your confidence in selecting us to represent you in this case. If you have any questions at any time about our services or billings, please do not hesitate to call me.

If this letter meets with your approval, please sign and date it (and/or have it signed and dated by the appropriate corporate representative of you), and return the original to us. Unless you sign, date and return the original letter by **Wednesday, April 18, 2012**, we will not represent you in any capacity, and we will assume that you have made other arrangements for legal representation. We have enclosed a separate signed copy of this letter for your records.

Sincerely,



Sophie A. Akins  
of BEST BEST & KRIEGER LLP

Enclosures

By signing hereunder, you acknowledge your agreement with the aforementioned engagement of Best Best & Krieger LLP. In addition, your signature below will constitute an acknowledgment of full disclosure in compliance with the requirements of Section 3-310 of the California Rules of Professional Conduct previously quoted in this letter.

**SANTEE SCHOOL DISTRICT**

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

By: \_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Print Name)*

Its: \_\_\_\_\_  
*(Title)*

## EXHIBIT A

### WAIVER OF CONFLICT OF INTEREST

In addition to Santee School District, BBK represents a coalition (“Coalition”) of ten (10) public agencies before the California Public Utilities Commission in Proceeding A.11-10-002. We represent the following four (4) public school agencies: San Diego County Superintendent of Schools, Alpine Unified School District, Lemon Grove School District, and the San Diego Unified School District (“Schools”). We also represent the following five (5) water agencies: Valley Center Municipal Water District, Padre Dam Municipal Water District, Helix Water District, Vallecitos Water District and Fallbrook Public Utilities District (“Water Agencies”). Finally, we represent a transit district, the North County Transit District (“NCTD”).

As you are aware, San Diego Gas & Electric (“SDG&E”) approached the Schools with a confidential settlement offer. Based on our past experience with SDG&E, we were skeptical that the settlement offer would be provided in good faith and/or would actually represent an offer (versus discussions to eventually make an offer). We have reviewed the settlement offer and believe that the offer has been provided in good faith. The settlement offer applies only to the Schools, not the Water Agencies or NCTD.

The settlement offer applies equally to the Schools, that is, the terms of the offer were the same for each of the Schools, though the impacts on each school agency may differ depending on the demand load profile of their meter, the utility tariff, the date upon which their solar facilities have come online, and other usage factors. In the event that SDG&E were to make an offer which does not apply equally to the Schools, we might need to execute additional waivers related to continuing representation. While we do not expect this to occur in this instance, should it arise, we would make you aware of this potential conflict.

While the Water Agencies and NCTD are not subject to the settlement offer, a settlement with the Schools could reduce the number of parties to the Coalition, thereby increasing costs of participating in the Coalition for the remaining agencies (though this cost may be offset somewhat by reduced expert fees), as well as potentially reducing the political influence of the Coalition before the CPUC. The Schools have asked BB&K to evaluate the settlement proposal, and if the Schools decide to accept the offer, to negotiate and assist them in finalizing the settlement agreement.

Any settlement work, including but not limited to attorneys fees and expert costs, conducted on behalf of the Schools will not be charged to the broader coalition but instead will only be chargeable to the Schools. Any work which benefits all members of the Coalition, including the Schools, Water Agencies, and NCTD, will continue to be billed to all members of the Coalition.

Based on the above, in an abundance of caution, we have to inform you about our representation of the Schools, Water Agencies and NCTD, discuss with you the potential impact of our representation and obtain your informed written consent.

Unfortunately, SDG&E's offer is time sensitive, and we need to have a response as to whether your agency will provide its written consent as outlined herein as soon as possible.

## **RULES OF PROFESSIONAL CONDUCT**

Rule 3-310 of the California Rules of Professional Conduct provides in pertinent part:

- (C) A member [of the Bar] shall not, without the informed written consent of each client:
  - (1) Accept representation of more than one client in a matter in which the interests of the clients potentially conflict; or
  - (2) Accept or continue representation of more than one client in a matter in which the interests of the clients actually conflict; or
  - (3) Represent a client in a matter and at the same time in a separate matter accept as a client a person or entity whose interest in the first matter is adverse to the client in the first matter.
- (D) A member who represents two or more clients shall not enter into an aggregate settlement of the claims of or against the clients without the informed written consent of each client.

## **OUR REPRESENTATION**

As you know, we are representing the Schools, Water Agencies and NCTD as members of the Coalition before the CPUC in the above-named proceeding. As the attorneys for the Coalition, we drafted and filed a protest, drafted and filed a motion in support of the Utility Consumer Action Network's motion to dismiss the Network Use Charge as illegal (which was ultimately successful), appeared at the pre-hearing conference, conducted ex parte meetings with the Commissioners' offices and retained the services of two experts. As discussed above, SDG&E approached the Schools with a confidential settlement offer. The Schools have sought our assistance in evaluating the terms of the settlement offer and, if they decide to accept the offer, have requested our assistance in negotiating and finalizing the terms of the settlement agreement. As such, we will need to negotiate settlement terms for an agreement between the Schools and SDG&E. The Schools' potential settlement of their protest will impact the Coalition by reducing the number of parties in the Coalition, thereby increasing the Water Agencies and NCTD's costs of participating in the proceeding, and could potentially impact the political clout of the Coalition before the CPUC.

Accordingly, it is necessary to provide written disclosure of this firm's representation and ask for your informed consent.

## **ADVERSE CONSEQUENCES**

We are obliged to inform you of any actual or reasonably foreseeable adverse effects of this representation. It is possible that:

- We may be tempted to favor the interests of one client over the other.
- Our exercise of independent judgment to the Schools, Water Agencies and NCTD may be impaired or clouded by our relationship with the other agencies.
- We may not be able to present the appropriate position, claims or defenses for a client in order to avoid taking adverse positions to the other client.
- We may be restricted from forcefully advocating a client's position for fear of alienating the other client.
- We may be forced to withdraw from representing either or both clients because of disputes or further conflicts of interest which could increase either or both clients' attorney's fees and costs.
- There may be an appearance of impropriety in our representation of both clients simultaneously.

## **YOUR CONSENT**

If you wish us to continue to represent you in this matter, we need you to acknowledge consent by signing in the space provided at the bottom of page 4 of the engagement letter. It is understood that this consent will not waive any protection that you may have with regard to attorney-client communications with us, except as to co-clients, in this matter. Those communications will remain confidential and will not be disclosed to any third party without your consent.

I believe that you are familiar with the factual background in this matter, and I have given you a sufficiently-detailed description for obtaining informed written consent. However, if you believe that there is any other information that you or I need to have before such consent can be granted, please let me know immediately.

In the event that circumstances change or we become aware of new information that requires a new consent from the parties, you will be notified of that fact immediately, and continued representation will be subject to the informed written consent of involved parties.

I should emphasize that you are entitled to and should consider obtaining an independent legal opinion regarding the advisability of signing this consent form.



**EXHIBIT B**

**[BUY-IN INVOICE IS ATTACHED BEHIND THIS COVER PAGE]**



**BEST BEST & KRIEGER**  
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San Diego  
(619) 525-1300  
Walnut Creek  
(925) 977-3300  
Washington DC  
(202) 785-0600

SANTEE SCHOOL DISTRICT  
ATTN: KARL CHRISTENSEN  
ASSISTANT SUPERINTENDENT, BUSINESS SERVICES  
9625 NORTH CUYAMACA STREET  
SANTEE, CA 92071

March 05, 2012  
Invoice  
667758,667759,669936,  
670810  
SAA  
Page 1

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**INVOICE SUMMARY**

*For Professional Services Rendered Through February 29, 2012:*

**BUY-IN INVOICE**

Our Matter # 60992.00000  
Re: SDG&E DISTRIBUTED GENERATION RATE STRUCTURE

Current Fees:	\$	77,950.00
Current Reimbursable Costs:		5,568.75
		<hr/>
Total Current Billings For This Matter:	\$	<u>83,518.75</u>

\$73,939.08 @ 7.6910% with 13 participants	\$	5,686.69
\$1,959.67 @ 8.333% with 12 participants	\$	163.30
\$7,620.00 @ 9.091% with 11 participants	\$	692.73
Santee School District Share of Current Billing:	\$	6,542.72

**INVOICE IS DUE AND PAYABLE UPON RECEIPT**



**BEST BEST & KRIEGER**  
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**Our Matter # 60992.00000**  
**Re: SDG&E DISTRIBUTED GENERATION RATE STRUCTURE**

March 5, 2012  
Invoice  
667758,667759,669936,6  
70810  
Page 2

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
10/13/11	REVIEW APPLICATION AND STRATEGIZE WITH ATTY HALEY AND CCSE, MR. MCALLISTER AND MR. HAMILTON PARTNER: SOPHIE A. AKINS	3.00
10/13/11	REVIEW SDG&E GENERAL RATE APPLICATION PHASE 2; STRATEGIZE RE SOLAR IMPACT OF SDG&E'S PROPOSED RATE DESIGN W/ ATTY AKINS AND CALIFORNIA CENTER FOR SUSTAINABLE ENERGY; STRATEGIZE W/ ATTY AKINS RE PROTEST ASSOCIATE: JENNIFER M. HALEY	1.10
10/14/11	CONTINUE REVIEWING SDG&E'S GENERAL RATE CASE PHASE 2 APPLICATION AND ANALYSIS RE SDG&E'S PROPOSED SOLAR RATE STRUCTURE ASSOCIATE: JENNIFER M. HALEY	0.90
10/15/11	EMAILS RE DATA ANALYSIS OF RATE STRUCTURE AND 50% VERSUS 90% OFFSET OF ENERGY BILLS; EMAILS TO/FROM MR. MCALLISTER AND MR. HAMILTON RE SAME PARTNER: SOPHIE A. AKINS	0.60
10/17/11	T/CONF W/ MR. MCALLISTER AND MR. DEL REAL AT CCSE RE PHASE II RATE CASE TARIFF; EMAILS TO/FROM CLIENTS AND CCSE BOARD RE STRATEGY IN RATE CASE PARTNER: SOPHIE A. AKINS	1.60
10/17/11	T/CONF W/ MR. MCALLISTER AND MR. DEL REAL AT CALIFORNIA CENTER FOR SUSTAINABLE ENERGY RE SDG&E PHASE GENERAL RATE CASE; FACTUAL AND LEGAL RESEARCH RE SAME; DRAFT E-CORRESP TO MR. WARING RE SOLAR IMPACT MEETING WITH SDG&E; PREPARE FOR SDG&E MEETING RE PROPOSED SOLAR RATE ASSOCIATE: JENNIFER M. HALEY	3.70
10/18/11	PREPARE HANDOUTS FOR COALITION MEMBERS; EMAILS TO CCSE; STRATEGIZE WITH ATTY HALEY AND CCSE; REVIEW DATA SET FROM MR. DEL REAL; EDIT AND DISTRIBUTE TO COALITION MEMBERS PARTNER: SOPHIE A. AKINS	4.20
10/18/11	ATTEND SUSTAINABLE ENERGY PRESENTATION BY SDG&E; PREPARE FOR SAME; DEBRIEF AND STRATEGIZE RE SAME W/ ATTY AKINS ASSOCIATE: JENNIFER M. HALEY	6.40
10/19/11	RESEARCH RE DIFFERENCES BETWEEN DG-R AND PROPOSED RATES; REVIEW EMAILS FROM MR. FORTUNE AND MR. DEL REAL AT CCSE PARTNER: SOPHIE A. AKINS	1.40

*Privileged and Confidential*



**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

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**Our Matter # 60992.00000**  
**Re: SDG&E DISTRIBUTED GENERATION RATE STRUCTURE**

March 5, 2012  
Invoice  
667758,667759,669936,6  
70810  
Page 3

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
10/19/11	REVIEW E-CORRESP FROM MR. FORTUNE RE SDG&E GENERAL RATE CASE PHASE 2; REVIEW CORRESP FROM MR. MCALLISTER AND MR. DEL REAL RE SDG&E RE RATE PROPOSAL AND DG-R TARIFF; FACTUAL AND LEGAL RESEARCH RE SDG&E'S PROPOSED RATE DESIGN AND IMPACTS ON SOLAR CUSTOMERS; STRATEGIZE W/ ATTY AKINS RE SAME AND PROTEST OF SDG&E'S APPLICATION ASSOCIATE: JENNIFER M. HALEY	2.40
10/20/11	EMAILS TO/FROM CCSE RE PHASE II CASE PARTNER: SOPHIE A. AKINS	0.40
10/20/11	FACTUAL AND LEGAL RESEARCH RE DG-R AND NET METERING BACKGROUND AND LEGAL BASIS; LEGAL RESEARCH RE 2008 SDG&E GENERAL RATE CASE PHASE 2 SETTLEMENT; REVIEW SAME ASSOCIATE: JENNIFER M. HALEY	0.90
10/21/11	REVIEW E-MAILED MEMO FROM DR. HOUSE AND EMAILS MR. MCALLISTER; DISCUSS STRATEGY WITH ATTY HALEY PARTNER: SOPHIE A. AKINS	1.00
10/21/11	CONTINUE FACTUAL AND LEGAL RESEARCH RE DG-R AND NET METERING BACKGROUND AND LEGAL BASIS; CONTINUE LEGAL RESEARCH RE 2008 SDG&E GENERAL RATE CASE PHASE 2 SETTLEMENT; REVIEW E-CORRESP FROM DR. HOUSE AND CCSE ASSOCIATE: JENNIFER M. HALEY	2.90
10/24/11	CONTINUE TO RESEARCH CASE; PREPARE TALKING POINTS FOR VARIOUS CLOSED SESSIONS PARTNER: SOPHIE A. AKINS	0.80
10/25/11	EMAILS RE RATE CASE; RESEARCH RE SCHOOL IMPACTS; EMAILS TO/FROM MR. MCALLISTER AT CCSE RE SAME; BEGIN OUTLINING PROTEST; EMAILS TO/FROM ENGINEERS AT CCSE RE RATE CASE STUDIES PARTNER: SOPHIE A. AKINS	1.80
10/25/11	REVIEW CALIFORNIA CENTER FOR SUSTAINABLE ENERGY'S ANALYSIS OF SDG&E'S PROPOSED RATE DESIGN AND ITS POTENTIAL IMPACTS ON SOLAR; FACTUAL AND LEGAL RESEARCH RE PROTEST TO SDG&E'S APPLICATION; STRATEGIZE RE PROCEEDING; REVIEW NOTICE OF PRE-HEARING CONFERENCE AND CLASSIFICATION ASSOCIATE: JENNIFER M. HALEY	1.00
10/26/11	REVIEW UCAN MOTION PARTNER: SOPHIE A. AKINS	0.70

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10/26/11	BEGIN DRAFTING PROTEST; FACTUAL AND LEGAL RESEARCH IN SUPPORT OF SAME; DRAFT HANDOUT FOR COALITION CLIENTS; BEGIN REVIEWING UTILITY CONSUMER ACTION NETWORK'S MOTION FOR PRELIMINARY RULING ON SDG&E'S PHASE 2 GENERAL RATE CASE APPLICATION; REVIEW E-CORRESP FROM DR. HOUSE RE UTILITY CONSUMER ACTION NETWORK'S MOTION; STRATEGIZE W/ ATTY AKINS RE PROCEEDING ASSOCIATE: JENNIFER M. HALEY	1.70
10/27/11	FINISH REVIEWING UCAN MOTION; EMAILS TO DR. HOUSE AND CCSE RE CONSULTING SERVICES; VOICE-MAIL TO ATTY RANCHOD AT SOLAR ALLIANCE; EMAIL TO MR. SHAMES AT UCAN; DRAFT CONSULTING SERVICES AGREEMENTS; INTERVIEW DR. HOUSE AND SEND FOLLOW-UP EMAIL TO SAME; REVIEW PROTESTS IN 2007 RATE CASE PARTNER: SOPHIE A. AKINS	3.40
10/27/11	T/CONF W/ DR. HOUSE RE POTENTIAL EXPERT TESTIMONY; REVIEW E-CORRESP FROM MR. SHAMES RE MOTION FOR PRELIMINARY RULING ON SDG&E PHASE 2 GENERAL RATE CASE; CONTINUE REVIEW OF MOTION OF UTILITY CONSUMER ACTION NETWORK FOR PRELIMINARY RULING ON SDG&E'S GENERAL RATE CASE PHASE 2 APPLICATION; FACTUAL AND LEGAL RESEARCH RE SAME; REVIEW MOTION OF UTILITY CONSUMER ACTION NETWORK REQUESTING PARTY STATUS; DRAFT E-CORRESP TO DR. HOUSE RE PROPOSAL FOR CONSULTING SERVICES; FACTUAL RESEARCH RE DR. HOUSE; STRATEGIZE W/ ATTY AKINS RE PROCEEDING, PROTEST AND POTENTIAL RESPONSE TO UTILITY CONSUMER ACTION NETWORK'S MOTION FOR PRELIMINARY RULING ASSOCIATE: JENNIFER M. HALEY	3.40
10/28/11	REVIEW AND REVISE PROTEST OUTLINES; FACTUAL AND LEGAL RESEARCH RE POTENTIAL DATA REQUESTS; REVIEW E-CORRESP FROM MS. STONE RE COUNTY'S POSITION ON SDG&E'S PHASE 2 GENERAL RATE CASE APPLICATION; CONTINUE ANALYSIS AND LEGAL RESEARCH RE UTILITY CONSUMER ACTION NETWORK'S MOTION FOR PRELIMINARY RULING ON SDG&E'S APPLICATION ASSOCIATE: JENNIFER M. HALEY	4.50

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10/30/11	FACTUAL AND LEGAL RESEARCH RE TESTIMONY SUBMITTED IN SUPPORT OF SDG&E'S PHASE 2 GENERAL RATE CASE; REVIEW SDG&E SUBMITTED TESTIMONY OF MR. BRILL RE POLICY, MR. YUNKER RE RATE DESIGN POLICY, MS. FANG RE RATE DESIGN, MR. SAXE RE REVENUE ALLOCATION AND TARIFF CLEAN UP, MR. BARKER RE COMMODITY COST STUDIES, MR. EHLERS RE DISTRIBUTION COST STUDIES, MS. CLAFFEY RE STREET LIGHTING, MR. CARRANZA RE ELECTRIC DISTRIBUTION SYSTEM IMPACTS, MR. GARDNER RE AMENDMENTS TO RULE 20, AND MR. CHENG RE PREPAY PROGRAM; DRAFTING PROTEST TO SDG&E'S GENERAL RATE CASE PHASE 2 APPLICATION ASSOCIATE: JENNIFER M. HALEY	5.20
10/31/11	T/CONF W/ ATTY HALEY RE PROTEST PARTNER: SOPHIE A. AKINS	0.30
10/31/11	CONTINUE REVIEW OF TESTIMONY SUBMITTED IN SUPPORT OF SDG&E'S PHASE 2 GENERAL RATE CASE BY MR. BRILL RE POLICY, MR. YUNKER RE RATE DESIGN POLICY, MS. FANG RE RATE DESIGN, AND MR. CARRANZA RE ELECTRIC DISTRIBUTION SYSTEM IMPACTS; FACTUAL AND LEGAL RESEARCH RE SAME; CONTINUE DRAFTING PROTEST TO SDG&E'S GENERAL RATE CASE PHASE 2 APPLICATION ASSOCIATE: JENNIFER M. HALEY	5.10
11/01/11	REVIEW CARE PROTEST; RESEARCH RE PARTIES TO PROCEEDING AND BEGIN TO GENERATE LIST OF CASE STUDY EXAMPLES FOR BRIEFING; REVIEW AND EDIT PROTEST; DRAFT ARGUMENT RE POWER PURCHASE AGREEMENTS AND GOVERNMENT CODE SECTION 4217.10 ET SEQ PARTNER: SOPHIE A. AKINS	3.10
11/01/11	DRAFT PROTEST TO SDG&E'S GENERAL RATE CASE PHASE 2; FACTUAL AND LEGAL RESEARCH RE SAME; T/CONF W/ MR. DE REAL RE IMPACT OF REVISED RATES ON DG-R TARIFF; FACTUAL AND LEGAL RESEARCH RE SAME; LEGAL RESEARCH RE SCOPE OF SCHOOLS EXEMPTION FROM THE NETWORK USE CHARGE; REVIEW E-CORRESP FROM ATTY BARNES RE ALJ YIP-KIKUGAWA RULING RE RESPONSE DATE TO UCAN'S MOTION AND SDG&E'S APPLICATION; REVIEW E-CORRESP OF MR. MIRAULT AND ATTACHED PROTEST OF CENTER FOR ACCESSIBLE TECHNOLOGY; REVIEW E-CORRESP FROM DR. HOUSE RE RULING ASSOCIATE: JENNIFER M. HALEY	7.60
11/02/11	REVIEW AND REVISE PROTEST PARTNER: SOPHIE A. AKINS	2.10

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11/02/11	CONTINUE DRAFTING, REVIEWING, REVISING AND FINALIZING PROTEST TO SDG&E'S GENERAL RATE CASE PHASE 2; FACTUAL AND LEGAL RESEARCH RE SAME; REVIEW MOTION OF SIERRA CLUB REQUESTING PARTY STATUS; REVIEW E-CORRESP FROM MR. DEL REAL RE TARIFF CHANGES AND DG-R INCREASES AND ATTACHED MEMO RE SAME; LEGAL RESEARCH RE PUBLIC UTILITIES CODE SECTION 2827; REVIEW MOTION FOR CITY OF CHULA VISTA REQUESTING PARTY STATUS; REVIEW E-CORRESP FROM SOLAR CITY RE APPLICATION ASSOCIATE: JENNIFER M. HALEY	6.80
11/03/11	DRAFT EMAIL TO COALITION MEMBERS RE STATUS OF PROCEEDING; REVIEW UCAN PROTEST AND SCE FILING PARTNER: SOPHIE A. AKINS	1.50
11/03/11	REVIEW SOUTHERN CALIFORNIA EDISON'S RESPONSE TO APPLICATION; STRATEGIZE W/ CCSE; T/CONF W/ MR. FORTUNE RE SDG&E RATE DESIGN; E-CORRESP W/ MR. FORTUNE AND MR. DEL REAL RE STRATEGY MEETING; STRATEGIZE RE ALL PARTY MEETING; REVIEW E-CORRESP RE COLLABORATION RE SOLAR ALLIANCE ASSOCIATE: JENNIFER M. HALEY	2.90
11/04/11	REVIEW E-CORRESP FROM MS. CHIODI RE PROTEST OF CITY OF SAN DIEGO AND ATTACHED PROTEST OF THE CITY OF SAN DIEGO; FACTUAL AND LEGAL RESEARCH RE SAME; REVIEW E-CORRESP RE ALL PARTY MEETING; COORDINATION W/ PROTESTING PARTIES ASSOCIATE: JENNIFER M. HALEY	2.70
11/07/11	REVIEW CITY OF SAN DIEGO PROTEST; ATTEND MEETING W/ MR. FORTUNE AND MR. DEL REAL AT CCSE; REVIEW PROTEST FILED BY SAN DIEGO SOLAR COALITION; RESEARCH RE CASE; REVIEW GREEN LINING PROTEST; REVIEW TURN AND VOTE SOLAR PROTESTS PARTNER: SOPHIE A. AKINS	4.90
11/07/11	CONF W/ MR. DEL REAL AND MR. FORTUNE RE SDG&E PROCEEDING; CONTINUE REVIEW OF CITY OF SAN DIEGO PROTEST; CONTINUE FACTUAL AND LEGAL RESEARCH RE SAME; ATTEND MEETING W/ MR. FORTUNE AND MR. DEL REAL AT CCSE RE SDG&E'S PROPOSED RATE DESIGN AND IMPACTS ON SOLAR CUSTOMERS; REVIEW PROTEST FILED BY SAN DIEGO SOLAR COALITION; RESEARCH RE CASE; REVIEW GREENLINING PROTEST; REVIEW TURN PROTEST; REVIEW VOTE SOLAR PROTEST; T/CONF W/ MR. MORGAN FROM UNION TRIBUNE RE RATE CASE AND PROTEST; FACTUAL RESEARCH RE RATE DESIGN REQUESTS ON SDG&E ASSOCIATE: JENNIFER M. HALEY	6.50

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11/08/11	RESEARCH RE JOINING UCAN'S MOTION; REVIEW SUPERVISOR JACOB'S LETTER OF PROTEST PARTNER: SOPHIE A. AKINS	0.90	
11/08/11	DRAFT E-CORRESP RE STATUS UPDATE AND ALL PARTY T/CONF; FACTUAL AND LEGAL RESEARCH RE SAME ASSOCIATE: JENNIFER M. HALEY	0.90	
11/09/11	REVIEW AND RESPOND TO EMAILS FROM CCSE ENGINEERS; RESEARCH RE STRATEGY; REVIEW CORRESPONDENCE TO CLIENTS; REVIEW SANDAG AGENDA ITEM AND SUPERVISOR'S JACOB'S LETTER RE RATE CASE PARTNER: SOPHIE A. AKINS	2.10	
11/09/11	REVIEW AND REVISE RESOLUTION AGAINST PHASE 2 RATE DESIGN; T-CORRESP W/ MS. POTTER RE SAME; DRAFT E-CORRESP RE PROCEEDING UPDATE AND ALL CLIENT T/CONF; REVIEW E-CORRESP RE SAME; REVIEW SAN DIEGO SOLAR COALITION'S RESPONSE TO UTILITY CONSUMER ACTION NETWORK'S MOTION FOR PRELIMINARY RULING; STRATEGIZE RE RESPONSE TO UTILITY CONSUMER ACTION NETWORK'S MOTION FOR PRELIMINARY RULING ASSOCIATE: JENNIFER M. HALEY	2.40	
11/10/11	E-CORRESP RE CITY OF LEMON GROVE AND RESOLUTION AGAINST SDG&E PHASE 2 RATE DESIGN ASSOCIATE: JENNIFER M. HALEY	0.40	
11/11/11	FACTUAL RESEARCH RE TESTIMONY IN SUPPORT OF SDG&E'S PHASE 2 GENERAL RATE CASE; BEGIN REVIEWING TESTIMONY OF MR. BRILL IN SUPPORT OF SAME ASSOCIATE: JENNIFER M. HALEY	0.70	NO CHARGE
11/14/11	REVIEW EMAIL FROM UNION TRIBUNE; FACTUAL RESEARCH RE SDG&E NUMBERS AND REQUEST MADE TO SDG&E BY COALITION MEMBERS; REVIEW THE SIERRA CLUB'S RESPONSE TO UTILITY CONSUMER ACTION NETWORK'S MOTION FOR PRELIMINARY RULING; BEGIN DRAFTING RESPONSE TO UTILITY CONSUMER ACTION NETWORK'S MOTION FOR PRELIMINARY RULING; FACTUAL AND LEGAL RESEARCH RE SAME ASSOCIATE: JENNIFER M. HALEY	1.40	
11/15/11	EMAILS W/ ATTY HALEY RE CASE STRATEGY AND PARTIES TO PROCEEDING PARTNER: SOPHIE A. AKINS	0.60	
11/15/11	BEGIN DRAFTING RESPONSE TO UTILITY CONSUMER ACTION NETWORK'S MOTION FOR PRELIMINARY RULING ASSOCIATE: JENNIFER M. HALEY	0.50	

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11/16/11	REVIEW E-CORRESP OF NATIONAL CONSUMER LAW CENTER AND ATTACHED MOTION TO INTERVENE; T/CONF W/ MS. STONE RE SDG&E'S PHASE 2 GENERAL RATE CASE AND COALITION BUILDING; T/CONF W/ MS. POTTER RE CITY OF LEMON GROVE CITY COUNCIL MEETING AND MISREPRESENTATIONS RE RATE STRUCTURE AND PARTIAL SCHOOL EXEMPTION; DRAFT E-CORRESP TO MS. POTTER RE FACTUAL AND LEGAL RESEARCH RE SDG&E'S MISREPRESENTATIONS; REVIEW E-CORRESP BETWEEN MS. POTTER, MR. VELÁSQUEZ AND MR. THOMAS OF SDG&E RE SAME; E-CORRESP RE MEETING BETWEEN SDG&E AND CCSE RE SDG&E RATE STRUCTURE AND CCSE'S RATE MODEL; DRAFT RESPONSE IN SUPPORT OF UTILITY CONSUMER ACTION NETWORK'S MOTION FOR PRELIMINARY DETERMINATION; FACTUAL AND LEGAL RESEARCH RE SAME ASSOCIATE: JENNIFER M. HALEY	6.70
11/17/11	REVIEW FILINGS SUPPORTIVE OF UCAN'S MOTION AND REVIEW SDG&E'S RESPONSE TO PROTESTS PARTNER: SOPHIE A. AKINS	0.80
11/17/11	REVIEW AND FINALIZE RESPONSE TO UTILITY CONSUMER ACTION NETWORK'S MOTION FOR PRELIMINARY RULING FOR FILING WITH CPUC ASSOCIATE: JENNIFER M. HALEY	2.60
11/18/11	EMAIL OUT T/CONF; CONTINUE TO REVIEW SDG&E RESPONSE; CONFER W/ DR. POTTER RE INITIAL MEETING WITH SDG&E; RESEARCH RE CCSE MEETING; STRATEGIZE WITH ATTY HALEY FOR NEXT WEEK MEETING/T/CONF PARTNER: SOPHIE A. AKINS	0.80
11/18/11	TRAVEL TO AND ATTEND MEETING WITH SDG&E REPRESENTATIVES, CALIFORNIA CENTER FOR SUSTAINABLE ENERGY, AND MAYER SANDERS OFFICE REGARDING SDG&E'S RATE DESIGN AND CCSE'S RATE MODELING; CONF W/ MR. FORTUNE OF CCSE RE SAME AND STRATEGY; STRATEGIZE W/ ATTY AKINS RE SAME; FACTUAL AND LEGAL RESEARCH RE RESOLUTION IN OPPOSITION OF SDG&E'S RATE PROPOSAL; E-CORRESP RE SAME ASSOCIATE: JENNIFER M. HALEY	6.80
11/20/11	REVIEW SDG&E PROTEST AND UCAN FILING PARTNER: SOPHIE A. AKINS	0.60
11/20/11	REVIEW NC TIMES ARTICLE RE AGENCIES' LOSS UNDER NEW SDG&E RATE PLAN ASSOCIATE: JENNIFER M. HALEY	0.30

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11/21/11	REVIEW SDG&E ARTICLES IN NC TIMES; EMAILS TO/FROM ATTY HALEY PARTNER: SOPHIE A. AKINS	0.70	NO CHARGE
11/21/11	DRAFT AGENDA RE MEETING; REVIEW E-CORRESP FROM MR. SHAMES RE REPLY; REVIEW E-CORRESP FROM ALJ RE REPLY ASSOCIATE: JENNIFER M. HALEY	4.60	
11/22/11	PREPARE FOR AND ATTEND T/CONF W/ ALL-PARTIES; T/CONF W/ SUPERVISOR SLATER-PRICE'S OFFICE RE PARTICIPATION IN PROCEEDING PARTNER: SOPHIE A. AKINS	2.60	
11/22/11	DRAFT AGENDA FOR COALITION INITIAL MEETING; FACTUAL AND LEGAL RESEARCH RE SAME; PREPARE FOR AND ATTEND T/CONF W/ COALITION RE SDG&E'S PHASE 2 GENERAL RATE CASE UPDATE AND STRATEGY ASSOCIATE: JENNIFER M. HALEY	3.90	
11/23/11	REVIEW SDG&E 2008 SETTLEMENT; RESEARCH RE PRESENTATION TO ACWA ENERGY COMMITTEE; T/CONF W/ CITY OF OCEANSIDE RE COUNCIL MEETING PRESENTATION AND MS. SCHNELL AT CWA; DRAFT FOLLOW-UP EMAIL TO THE COALITION RE T/CONF PARTNER: SOPHIE A. AKINS	4.20	
11/23/11	REVIEW E-CORRESP FROM MS. STONE RE POTENTIAL OP ED ARTICLE IN THE UNION TRIBUNE; STRATEGIZE W/ ATTY AKINS RE SAME AND CPUC PROCEEDING; LEGAL RESEARCH RE POTENTIAL IMPACT OF 2008 DG-R SETTLEMENT ON CURRENT RATE CASE; REVIEW SAME; STRATEGIZE W/ ATTY AKINS RE POTENTIAL EXPERT WITNESS ISSUES (NO CHARGE) ASSOCIATE: JENNIFER M. HALEY	1.30	NO CHARGE
11/25/11	REVIEW E-CORRESP FROM MS. STONE RE POTENTIAL OP ED OPPORTUNITY IN THE UNION TRIBUNE; REVIEW SAME AND STRATEGIZE RE SAME ASSOCIATE: JENNIFER M. HALEY	0.50	
11/27/11	LEGAL RESEARCH RE LEGISLATIVE HISTORY OF AB 47; REVIEW REPLY OF UTILITY CONSUMER ACTION NETWORK TO RESPONSES TO MOTION FOR PRELIMINARY DETERMINATION ASSOCIATE: JENNIFER M. HALEY	0.80	
11/28/11	REVIEW DRAFTS OF ARTICLE BY SUPERVISOR JACOB; DISCUSS ISSUES WITH ATTY HALEY PARTNER: SOPHIE A. AKINS	2.10	

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11/28/11	E-CORRESP RE OP ED ARTICLE; STRATEGIZE W/ ATTY AKINS; CONTINUE RESEARCH RE AB-437; T/CONF W/ ATTY JOHNSON RE SDG&E CASE; REVIEW REVISED CASE STUDIES FROM CCSE; T/CONF W/ MR. FORTUNE RE SAME ASSOCIATE: JENNIFER M. HALEY	2.90	
11/29/11	REVIEW DRAFT ACWA AGENDA; EMAILS TO/FROM COALITION MEMBERS RE OP-ED PIECE; REVIEW WALMART MOTION; DRAFT EMAIL TO COALITION MEMBERS E MEETING SYNOPSIS; T/CONF W/ MR. FORTUNE AT CCSE RE CASE STUDIES PARTNER: SOPHIE A. AKINS	2.20	
11/29/11	LEGAL RESEARCH RE AB 489 AND PUBLIC UTILITIES CODE SECTION 2827; REVIEW LEGISLATIVE HISTORY RE SAME; PREPARE FOR PRESENTATION TO ACWA ENERGY COMMITTEE RE SDG&E PHASE TWO GENERAL RATE CASE; TRAVEL TO SAME; ATTEND ACWA ENERGY COMMITTEE MEETING RE SDG&E PHASE 2 GENERAL RATE CASE; CONF W/ DR. HOUSE RE RETENTION AS AN EXPERT WITNESS; E- CORRESP FROM COALITION RE OP ED ARTICLE W/ DIANNE JACOB, SIGNATORIES AND SUGGESTED EDITS; T/CONF W/ MS. STONE RE SAME; T/CONF W/ MS. DUZYK RE SAME; DRAFT E-CORRESP TO COALITION RE OP ED UPDATE; REVIEW MOTION OF WALMART TO BECOME A PARTY; DRAFT E-CORRESP TO COALITION RE T/CONF W/ MS. STONE AND OP ED UPDATE; REVIEW E-CORRESP FROM COALITION RE SAME (NO CHARGE) ASSOCIATE: JENNIFER M. HALEY	2.50	
11/30/11	T/CONF W/ MS. REARDON AT CPUC RE PHASE 2 APPLICATION BY SDG&E PARTNER: SOPHIE A. AKINS	0.30	
11/30/11	REVIEW PROPOSAL AND CONSULTING AGREEMENT FROM CCSE; DRAFT EMAIL TO COALITION RE SAME PARTNER: SOPHIE A. AKINS	0.80	
11/30/11	E-CORRESP W/ MR. JOHNSON RE PARTY STATUS AND NEXT STEPS; E- CORRESP W/ MS. STONE RE OP ED; CONF W/ COALITION MEMBERS RE SAME; REVIEW E-CORRESP FROM COMMISSION MEMBERS RE SAME; T/CONF W/ MS. STONE RE OP ED AND SIGNATORIES; REVIEW ALJ RULING GRANTING PARTY STATUS FOR WALMART; REVIEW MESSAGE FROM MS. STONE RE SAME; REVIEW CALJ CLOPTON'S NOTICE OF CO-ASSIGNMENT RE APPLICATION OF SDG&E (NO CHARGE) ASSOCIATE: JENNIFER M. HALEY	1.50	NO CHARGE
12/01/11	DRAFT EMAIL TO COALITION MEMBERS WITH UPDATES PARTNER: SOPHIE A. AKINS	0.80	

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**Our Matter # 60992.00000**  
**Re: SDG&E DISTRIBUTED GENERATION RATE STRUCTURE**

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<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
12/01/11	REVIEW E-CORRESP FROM COALITION MEMBER RE OP ED AND SUGGESTED EDITS; STRATEGIZE W/ ATTY AKINS RE PROCEEDING STRATEGY ASSOCIATE: JENNIFER M. HALEY	0.30
12/02/11	LEGAL RESEARCH RE UTILIZATION OF EXPERTS BY MORE THAN ONE PARTY; REVIEW E-CORRESP FROM MS. STONE RE COUNTY BOARD OF SUPERVISORS MEETING AND POTENTIAL OPPOSITION TO SDG&E'S GENERAL RATE CASE; T/CONF W/ ATTY MORRIS WITH THE CPUC RE SAME; STRATEGIZE W/ ATTY AKINS RE PRE-HEARING CONFERENCE; CONF W/ MS. STONE RE COUNTY BOARD OF SUPERVISORS MEETING RE SDG&E PHASE 2 GENERAL RATE CASE; STRATEGIZE W/ ATTY AKINS RE SAME; T/CONF W/ ATTY SHER WITH CPUC RE PRE-HEARING CONFERENCE AND OPPOSING PARTY COALITION ASSOCIATE: JENNIFER M. HALEY	2.00
12/02/11	DRAFT EMAIL TO COALITION MEMBERS RE COUNTY CONSIDERATION OF OPPOSITION TO SDG&E RATE CASE; EMAIL MS. STONE RE SAME PARTNER: SOPHIE A. AKINS	0.60
12/03/11	E-CORRESP W/ MS. STONE RE OP ED; REVIEW E-CORRESP FROM MS. DAVIS RE PHASE 2 GENERAL RATE CASE ASSOCIATE: JENNIFER M. HALEY	0.30
12/04/11	REVIEW OP ED IN SUPPORT OF SDG&E'S SOLAR CHARGES AND COMMENTS TO SAME ASSOCIATE: JENNIFER M. HALEY	0.20
12/05/11	EMAILS TO COALITION MEMBERS RE COUNTY BOARD OF SUPERVISORS MEETING; EMAILS TO MS. STONE AT COUNTY; T/CONF W/ DR. HOUSE; BEGIN DRAFTING CONSULTING AGREEMENT WITH DR. HOUSE; EMAILS TO/FROM LARGER CPUC COALITION; T/CONF W/ DR. HOUSE; EDIT CCSE CONSULTING AGREEMENT, EXECUTE AND SEND TO MR. FORTUNE PARTNER: SOPHIE A. AKINS	2.30
12/05/11	T/CONF W/ DR. POTTER RE COUNTY BOARD MEETING; T/CONF W/ MR. NICHOLAS RE COUNTY BOARD MEETING AND PROCEEDING STRATEGY; E-CORRESP RE SAME; E-CORRESP RE ALL PARTY STRATEGY MEETING; DRAFT E-CORRESP TO MR. SHAMES RE DATA REQUESTS; T/CONF W/ MR. KAYE RE COUNTY BOARD MEETING; REVIEW COUNTY LETTER RE SDG&E RATE CASE; REVIEW SDG&E POWER POINT PRESENTATION ASSOCIATE: JENNIFER M. HALEY	1.40

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<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
12/06/11	REVIEW/WATCH SDG&E PRESENTATION BEFORE COUNTY BOARD OF SUPERVISORS FOR PREVIEW OF ARGUMENTS BEFORE THE COMMISSION; PREPARE FOR AND T/CONF W/ MR. FORTUNE RE FORMS TO COLLECT DATA; REVIEW AND EXECUTE CONSULTING AGREEMENT WITH DR. HOUSE PARTNER: SOPHIE A. AKINS	3.40
12/06/11	DRAFT PROFESSIONAL SERVICES AGREEMENT BETWEEN BBK AND LON HOUSE RE SDG&E PHASE 2 GENERAL RATE CASE ASSOCIATE 2: KEVIN WANG	1.70
12/06/11	T/CONF W/ MS. STONE RE SPEAKERS AT COUNTY BOARD OF SUPERVISORS MEETING; MESSAGES W/ MS. STONE RE SAME; T/CONF W/ MR. ARANT RE SPEAKING AT COUNTY BOARD OF SUPERVISORS MEETING; E-CORRESP W/ MR. SULLIVAN RE SOLAR COALITION; E-CORRESP W/ MR. KEYES RE SAME; E-CORRESP W/ ATTY SHER RE ALL PARTY MEETING; T/CONF W/ MR. ARANT RE RESOLUTION AND AT COUNTY BOARD OF SUPERVISORS MEETING; T/CONF W/ MR. FORTUNE RE RATE DATA TEMPLATE; DRAFT E-CORRESP TO COALITION RE SAME; OBSERVE SAN DIEGO COUNTY BOARD OF SUPERVISORS MEETING; STRATEGIZE W/ MS. STONE RE SAME ASSOCIATE: JENNIFER M. HALEY	3.40
12/07/11	COORDINATE MEETING WITH ATTY KEYES AND MR. SHAMES; REVIEW CHANGES TO CONSULTING AGREEMENT FROM DR. HOUSE PARTNER: SOPHIE A. AKINS	0.60
12/07/11	UPDATE CASE OUTLINE HANDOUT; FACTUAL RESEARCH RE SAME; REVIEW E-CORRESP FROM MR. CARLISLE RE CCSE CALCULATIONS; REVIEW E-CORRESP FROM MR. BEBEE RE CCSE CALCULATIONS; E-CORRESP W/ MR. FORTUNE OF CCSE RE SAME; REVIEW MESSAGE FROM MR. LEE OF UNION TRIBUNE; STRATEGIZE RE SAME; E-CORRESP W/ MR. EATON RE COUNTY ASSOCIATE: JENNIFER M. HALEY	0.80
12/08/11	PREPARE FOR PRE-HEARING CONFERENCE; T/CONF W/ ATTY MIESFELD; REVIEW CASE STUDIES DRAFTED FOR PADRE DAM; EMAILS RE SAME PARTNER: SOPHIE A. AKINS	0.90
12/08/11	REVIEW MESSAGE FROM MR. LEE OF UT RE PRESS COVERAGE; FACTUAL RESEARCH RE SAME; E-CORRESP W/ MR. FORTUNE RE CASE STUDIES; E-CORRESP W/ MR. CARLISLE RE PADRE DAM CASE STUDIES AND PRESS REQUEST; REVIEW E-CORRESP FROM MR. DEL REAL RE PADRE DAM CASE STUDIES; REVIEW SAME; REVIEW MOTION FOR PARTY STATUS OF COUNTY OF SAN DIEGO ASSOCIATE: JENNIFER M. HALEY	0.90

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12/09/11	ATTEND PRE-HEARING CONFERENCE AT CPUC; ATTEND BROADER COALITION GROUP MEETING; T/CONF W/ MR. PACKHAM AT CSDA RE CSDA POSITION ON PHASE 2 RATE CASE PARTNER: SOPHIE A. AKINS	7.00
12/09/11	PREPARE FOR AND ATTEND PRE-HEARING CONFERENCE AT CPUC; ATTEND AND PREPARE FOR ALL PROTESTING PARTY STRATEGY MEETING; CONF W/ MR. SHER RE EX PARTE MEETINGS AND STRATEGY; RETURN FROM PRE-HEARING CONFERENCE ASSOCIATE: JENNIFER M. HALEY	10.80
12/11/11	RETURN FROM PRE-HEARING CONFERENCE PARTNER: SOPHIE A. AKINS	3.80
12/12/11	REVIEW EMAIL TO COALITION; EMAIL WALMART'S COUNSEL; REVIEW EMAIL FROM DR. POTTER RE SDG&E ANALYSIS PARTNER: SOPHIE A. AKINS	1.80
12/12/11	DRAFT MEMO RE PRE-HEARING CONFERENCE AND PROTESTING PARTY STRATEGY MEETING; FACTUAL RESEARCH RE SAME; STRATEGIZE RE SAME; REVIEW E-CORRESP FROM MR. ORTEGA AND MR. FORTUNE RE SOLAR DATA; REVIEW E-CORRESP FROM MR. VESPA RE PROTESTING PARTY COORDINATION AND EX-PARTES; REVIEW LEMON GROVE IMPACTS FROM CCSE; UPDATING CASE OUTLINE RE PRE-HEARING CONFERENCE; LEFT MESSAGE FOR MR. LEE AT UNION TRIBUNE ASSOCIATE: JENNIFER M. HALEY	1.90
12/13/11	EMAILS TO MR. PECKHAM RE SDG&E PROCEEDING; EMAIL TO MR. VESPA RE STRATEGY FOR EX-PARTES; MEET WITH ATTY KEYES RE SOLAR COALITION PARTNER: SOPHIE A. AKINS	2.70
12/13/11	CONF W/ MR. KEYES OF THE SOLAR COALITION RE PROCEEDING STRATEGY; REVIEW E-CORRESP FROM MR. FORTUNE RE COALITION CALCULATIONS; REVIEW E-CORRESP FROM SIERRA CLUB RE EX-PARTE MEETINGS; REVIEW E-CORRESP RE PRE-HEARING TRANSCRIPT; REVIEW TRANSCRIPT OF PRE-HEARING CONFERENCE; REVIEW E-CORRESP AND DATA FOR VALLEY CENTER MUNICIPAL WATER DISTRICT'S FACILITIES; REVIEW E-CORRESP FROM MR. VESPA RE EX-PARTE MEETINGS ASSOCIATE: JENNIFER M. HALEY	1.00
12/14/11	T/CONF W/ MR. WILLARD FROM SAGE RENEWABLES RE NORTHERN CALIFORNIA SCHOOLS' OPPOSITION TO SDG&E APPLICATION PARTNER: SOPHIE A. AKINS	0.30

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12/14/11	E-CORRESP RE FALLBROOK PUBLIC UTILITY DISTRICT DATA; REVIEW E-CORRESP AND DATA FOR HELIX WATER DISTRICT; STRATEGIZE RE EX-PARTES; T/CONF W/ MS. SLAWSON ADVISOR TO COMMISSIONER SANDOVAL RE EX-PARTE MEETINGS; LEFT MESSAGE FOR MS. DUZYK RE EX-PARTE MEETINGS; LEFT MESSAGE FOR MS. POTTER RE SAME; REVIEW CORRESP FROM MR. AVERY OF SDG&E RE CCSE'S CORRESP TO THE COMMISSION ASSOCIATE: JENNIFER M. HALEY	0.60
12/15/11	T/CONF W/ MR. WILLARD FROM SAGE RENEWABLES RE NORTHERN CALIFORNIA SCHOOLS' OPPOSITION TO SDG&E APPLICATION; DRAFT EMAIL TO SAME WITH ATTACHMENTS RELATING TO THE RATE CASE; EMAILS TO/FROM MS. ANNA FERRERA OF MURDOCH, WALRATH & HOLMES AS TO CASH'S POSITION WITH REGARD TO APPLICATION PARTNER: SOPHIE A. AKINS	0.90
12/15/11	WORKING ON EX PARTE MEETING REQUESTS; STRATEGIZE RE SAME; REVIEW MESSAGES FROM MS. DUZYK RE SAME; E-CORRESP W/ MS. DUZYK RE SAME; REVIEW E-CORRESP FROM MS. POTTER RE SAME; STRATEGIZE RE BUY-IN FOR JOINING PARTIES ASSOCIATE: JENNIFER M. HALEY	0.30
12/16/11	REVIEW AND RESPOND TO EMAIL FROM MR. HAMILTON W/ UPDATED NUMBERS/CHARTS/ANALYSES FOR PPA CUSTOMERS; T/CONF W/ MS. FERRERA OF CASH RE PROCEEDING; REVIEW NORTHERN CALIFORNIA PUBLIC AGENCY COALITION; DRAFT EMAIL TO CLIENTS RE SAME; DRAFT EMAIL TO MS. FERRERA RE CASH OPPOSITION PARTNER: SOPHIE A. AKINS	1.90
12/16/11	T/CONF W/ MS. DUZYK RE EX-PARTE MEETINGS; STRATEGIZE W/ ATTY AKINS RE PROCEEDING AND EX-PARTE MEETINGS; LEFT MESSAGE FOR MS. DUZYK RE PARTE REQUESTS; REVIEW BIOS FOR MEETING REQUESTS; REVIEW E-CORRESP FROM MS. POTTER RE SAME ASSOCIATE: JENNIFER M. HALEY	0.60
12/19/11	REVIEW DATA SHEETS FROM CCSE; T/CONF W/ MR. HAMILTON AND MR. FORTUNE RE SAME; EMAIL DATA ENTRY SHEET FOR PPAS TO COALITION CLIENTS; DRAFT EMAIL TO COALITION; DRAFT EMAIL TO MS. FERRERA AT CASH; REVIEW CLIENT DATA SETS FROM CCSE PARTNER: SOPHIE A. AKINS	2.50

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12/19/11	T/CONF W/ MR. LEE OF UNION TRIBUNE RE CASE STUDIES AND PRE-HEARING CONFERENCE; FACTUAL RESEARCH RE SAME; STRATEGIZE RE SAME; E-CORRESP W/ MR. CARLISLE RE EX-PARTES AND BIO; REVIEW E-CORRESP FROM MR. FORTUNE AND ATTACHED VALLEY CENTER MUNICIPAL WATER DISTRICT IMPACTS; REVIEW E-CORRESP FROM MR. FUSCO RE VALLECITOS DATA; DRAFT E-CORRESP TO MR. FORTUNE RE SAME; REVIEW SDG&E PRESENTATION FROM SANDAG MEETING ASSOCIATE: JENNIFER M. HALEY	0.40	
12/20/11	T/CONF W/ MR. VESPA RE EX-PARTES; REVIEW SDG&E; -GENERATED DATA SHEETS PARTNER: SOPHIE A. AKINS	0.50	
12/20/11	FACTUAL RESEARCH RE RATE IMPACT DATA SHEETS; REVIEWING SAME; REVIEW E-CORRESP FROM MR. VESPA; REVIEW DRAFT TALKING POINTS FOR EX-PARTE MEETINGS FROM MR. VESPA; STRATEGIZE RE SAME; REVIEW PRESENTATION OF SDG&E TO VALLEY CENTER MUNICIPAL WATER DISTRICT ASSOCIATE: JENNIFER M. HALEY	0.30	
12/21/11	REVIEW EMAIL FROM MR. VESPA AT SIERRA CLUB PARTNER: SOPHIE A. AKINS	0.30	
12/21/11	DISCUSS SPREADSHEETS W/ MR. FUSCO PARTNER: SOPHIE A. AKINS	0.30	
12/21/11	T/CONF W/ MS. DUZYK RE EX-PARTE MEETINGS; REVIEW AND FINALIZE EX-PARTE MEETING REQUESTS; REVIEW E-CORRESP FROM MR. VESPA RE EX-PARTE MEETINGS UPDATE; REVIEW E-CORRESP FROM MR. DEL REAL RE VALLECITOS RATE DESIGN IMPACTS; REVIEW E-CORRESP FROM MR. DEL REAL RE FALLBROOK RATE IMPACTS; REVIEW SIERRA CLUB'S NOTICE OF INTENT TO CLAIM INTERVENOR COMPENSATION ASSOCIATE: JENNIFER M. HALEY	0.30	
12/27/11	REVIEW E-CORRESP FROM SDG&E TO NCTD AND NEWS ARTICLE RE SOLAR ASSOCIATE: JENNIFER M. HALEY	0.30	
12/28/11	STRATEGIZE RE PROCEEDING; STRATEGIZE RE EX PARTE MEETINGS; FACTUAL RESEARCH RE PRESS RELEASE TO UNION TRIBUNE (NO CHARGE) ASSOCIATE: JENNIFER M. HALEY	0.60	NO CHARGE
12/29/11	E-CORRESP W/ MS. STONE RE SDG&E GENERAL RATE CASE ASSOCIATE: JENNIFER M. HALEY	0.30	NO CHARGE

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01/03/12	REVIEW E-CORRESP FROM MS. STONE RE SANDAG MEETING ASSOCIATE: JENNIFER M. HALEY	0.20
01/04/12	REVIEW E-CORRESP FROM MS. STONE AND MR. SULLIVAN RE GENERAL RATE CASE PROCEEDING; STRATEGIZE W/ ATTY AKINS RE SAME; T/CONF W/ MS. STONE RE SANDAG MEETING; REVIEW E- CORRESP FROM MS. STONE RE SAME; CONF W/ ATTY NORTHRUP OF COX COMMUNICATION RE GENERAL RATE CASE STRATEGY; DRAFT COMMENTS TO SANDAG RE SDG&E GENERAL RATE CASE AND BECOMING A PARTY; FACTUAL AND LEGAL RESEARCH RE SAME ASSOCIATE: JENNIFER M. HALEY	2.30
01/05/12	REVIEW AND REVISE LETTER TO SANDAG; DRAFT EMAIL TO COALITION RE UPDATE PARTNER: SOPHIE A. AKINS	0.30
01/05/12	EMAILS TO/FROM MR. KRUPNICK AT CONTRA COSTA TIMES / OAKLAND TRIBUNE RE NORTHERN CALIFORNIA OPPOSITION TO SDG&E CASE PARTNER: SOPHIE A. AKINS	0.30
01/05/12	DRAFTING AND FINALIZING COMMENTS TO SANDAG RE GENERAL RATE CASE; FACTUAL AND LEGAL RESEARCH RE SAME; E-CORRESP W/ MR. CARLISLE RE EX-PARTE MEETINGS; T/CONF W/ MS. FREEDMAN RE SANDAG COMMENTS; REVIEW E-CORRESP FROM MS. FREEDMAN RE SAME; REVIEW E-CORRESP FROM ATTY NORTHRUP RE COX PARTICIPATION IN GENERAL RATE CASE; ASSOCIATE: JENNIFER M. HALEY	3.20
01/06/12	DRAFT E-CORRESP TO COALITION RE SANDAG COMMENTS AND SDG&E RUNNING THE NUMBERS; E-CORRESP W/ MR. ARANT RE SAME; ASSOCIATE: JENNIFER M. HALEY	0.40
01/09/12	DRAFT REVISIONS TO DR. HOUSE AGREEMENT AND EMAIL SAME FOR EXECUTION; COORDINATE ADDITION OF NCTD AS A PARTY; REVIEW AND RESPOND TO EMAILS FROM MR. ROBERTS, DEPUTY MAYOR OF SOLANA BEACH PARTNER: SOPHIE A. AKINS	1.20
01/09/12	REVIEW E-CORRESP FROM MR. THOMAS RE SDG&E STAKEHOLDER MEETING; REVIEW NAVY'S MOTION FOR PARTY STATUS; BEGIN DRAFT NORTH COUNTY TRANSIT DISTRICT'S MOTION TO BECOME A PARTY; REVIEW E-CORRESP RE DR. HOUSE CONSULTING AGREEMENT AND EXPERT TESTIMONY ASSOCIATE: JENNIFER M. HALEY	0.90

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01/10/12	REVIEW E-CORRESP FROM MR. GALLARO RE GREENLING'S POSITION ON NETWORK USE CHARGE; CONTINUE DRAFTING NORTH COUNTY TRANSIT DISTRICT'S MOTION TO BECOME A PARTY; FACTUAL AND LEGAL RESEARCH RE SAME ASSOCIATE: JENNIFER M. HALEY	0.80	
01/11/12	EMAIL TO COALITION; REVIEW MOTION TO BECOME A PARTY FOR NCTD; DRAFT EMAIL TO JC THOMAS AT SDGE AND DRAFT EMAIL TO ATTY KEYES PARTNER: SOPHIE A. AKINS	1.40	
01/12/12	EMAILS RE SDG&E STAKEHOLDER MEETING; COORDINATE EX-PARTES; EMAILS RE GENERAL MANAGER MEETING AT CWA PARTNER: SOPHIE A. AKINS	0.60	
01/12/12	T/CONF W/ MS. PEDERSON RE EX-PARTE MEETINGS; REVIEW ARTICLE RE ENCINITAS OPPOSITION TO GENERAL RATE CASE; LEFT MESSAGE WITH MR. BRADY RE SAME; E-CORRESP W/ MS. DUZYK RE SAME; LEFT MESSAGE FOR MS. POTTER RE SAME; REVIEW E-CORRESP RE COUNTY WATER AUTHORITY NEGOTIATIONS AND GM MEETING; REVIEW E-CORRESP RE SDG&E STAKEHOLDER MEETING AND ATTACHED AGENDA; REVIEW E-CORRESP FROM ATTY KEYES RE SAME; E-CORRESP W/ MS. NORTHRUP RE SAME ASSOCIATE: JENNIFER M. HALEY	1.70	
01/13/12	ATTEND SDG&E STAKEHOLDER MEETING; DRAFT FOLLOW-UP EMAIL TO PARTICIPANTS RE SAME PARTNER: SOPHIE A. AKINS	6.80	
01/13/12	T/CONF RE SDG&E STAKEHOLDER MEETING AND STRATEGIZE RE SAME; REVIEW PRESS COVERAGE RE SAME ASSOCIATE: JENNIFER M. HALEY	4.00	NO CHARGE
01/17/12	DRAFT FOLLOW-UP EMAIL TO COALITION RE STAKEHOLDER MEETING; EMAIL MR. WOLFF TO CORRECT STORY IN NCTIMES; DISCUSS EX-PARTE MEETINGS W/ ATTY HALEY PARTNER: SOPHIE A. AKINS	2.50	
01/17/12	REVIEW E-CORRESP RE EX-PARTE MEETINGS ATTENDANCE AND STRATEGY; CONF W/ ATTY AKINS RE EX-PARTE STRATEGY AND PREPARATION; REVIEW E-CORRESP RE STAKEHOLDER COLLABORATION; REVIEW E-CORRESP FROM MR. THOMAS RE STAKEHOLDER COLLABORATION; PREPARING FOR EX-PARTE MEETINGS; FACTUAL AND LEGAL RESEARCH RE SAME ASSOCIATE: JENNIFER M. HALEY	3.30	

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01/18/12	EMAILS TO COALITION RE NEXT SDG&E MEETING; REVIEW SCOPING MEMO; EMAILS AND INTERVIEWS RE SAME PARTNER: SOPHIE A. AKINS	2.80	
01/19/12	EMAIL TO COALITION RE SDG&E RESPONSE; REVIEW AND RESPOND TO COALITION MEMBERS RE NEXT STEPS; EMAIL TO ATTY SHOENKE AT SDUSD RE COALITION MEMBERSHIP PARTNER: SOPHIE A. AKINS	0.90	
01/19/12	REVIEW E-CORRESP RE CPUC RULING ON NETWORK USE CHARGE; REVIEW SDG&E PRESS RELEASE RE SAME; REVIEW E-CORRESP FROM MS. STONE RE SAME; STRATEGIZE FOR EX-PARTE MEETINGS; REVIEW E-CORRESP FROM MS. POTTER RE SAME, IMPACTS TO SCHOOLS, AND EMAIL TO DISTRICT CBOS; FOLLOW-UP RE EX-PARTE MEETINGS W/ ATTENDEES ASSOCIATE: JENNIFER M. HALEY	1.30	NO CHARGE
01/20/12	ATTEND SOLAR COALITION MEETING PARTNER: SOPHIE A. AKINS	13.00	
01/20/12	FACTUAL AND LEGAL RESEARCH RE PREPARING FOR EX-PARTE MEETINGS; T/CONF W/ MS. POTTER AND MR. TURNER RE EX-PARTE MEETINGS; T/CONF W/ MR. CARLISLE AND MR. BRADY RE EX-PARTE MEETINGS; E-CORRESP W/ MS. POTTER AND MR. TURNER RE SAME; T/CONF W/ MR. SHER RE SAME; T/CONF W/ MS. SLAWSON RE SAME ASSOCIATE: JENNIFER M. HALEY	5.50	
01/22/12	DISCUSS EX-PARTES WITH ATTY HALEY AND REVIEW DRAFT OUTLINES PREPARED FOR THE EX-PARTES PARTNER: SOPHIE A. AKINS	1.00	
01/22/12	CONF W/ ATTY AKINS RE LEGISLATIVE STRATEGY MEETINGS AND EX-PARTE MEETINGS; DRAFT WATER DISTRICT EX-PARTE TALKING POINTS FACTUAL AND LEGAL RESEARCH R SAME; DRAFT SCHOOL DISTRICT TALKING POINTS FOR EX-PARTE MEETINGS; FACTUAL AND LEGAL RESEARCH RE SAME; DRAFT E-CORRESP TO MS. POTTER AND MR. TURNER RE EX-PARTE MEETINGS AND TALKING POINTS; DRAFT E-CORRESP TO MR. CARLISLE AND MR. BRADY RE TALKING POINTS AND EX-PARTE MEETINGS ASSOCIATE: JENNIFER M. HALEY	5.20	
01/23/12	SOLAR COALITION STRATEGY SESSION WITH VOTE SOLAR, NRDC, SIERRA CLUB ETC PARTNER: SOPHIE A. AKINS	0.80	

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**Our Matter # 60992.00000**  
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<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	
01/23/12	PREPARE FOR AND ATTEND EX-PARTE MEETINGS IN SAN FRANCISCO W/ MS. POTTER AND MR. TURNER; STRATEGIZE W/ MS. POTTER AND MR. TURNER RE SAME; DRAFT MEMO RE SAME; CONF W/ ATTY SHER OF DIVISION OF RATEPAYER ADVOCATES RE PROCEEDING STRATEGY; PREPARE AND STRATEGIZE FOR WATER DISTRICT EX-PARTE MEETINGS ASSOCIATE: JENNIFER M. HALEY	11.10	
01/24/12	REVIEW EMAILS RE EX-PARTES PARTNER: SOPHIE A. AKINS	0.30	
01/24/12	PREPARE FOR AND ATTEND EX-PARTE MEETINGS IN SAN FRANCISCO W/ MR. CARLISLE AND MR. BRADY; STRATEGIZE W/ MR. CARLISLE AND MR. BRADY RE SAME; DRAFT MEMO RE SAME; RETURN TO SAN DIEGO; STRATEGIZE RE SAME ASSOCIATE: JENNIFER M. HALEY	12.50	
01/25/12	EMAILS RE PUBLIC PARTICIPATION HEARINGS PARTNER: SOPHIE A. AKINS	0.30	
01/25/12	REVIEW E-CORRESP FROM MR. DELLOSA RE PUBLIC PARTICIPATION HEARING DATES; REVIEW E-CORRESP FROM MR. SHAMES RE SAME; REVIEW E-CORRESP FROM MR. MEISFELD RE SAME ASSOCIATE: JENNIFER M. HALEY	0.20	NO CHARGE
01/26/12	EMAILS RE PUBLIC PARTICIPATION HEARINGS; REVISE MOTION FOR NCTD TO BECOME A PARTY; T/CONF W/ MR. HAMILTON AT CCSE; EMAIL TO COALITION RE RATE-MAKING 101 SESSION PARTNER: SOPHIE A. AKINS	1.60	
01/26/12	REVIEW, REVISE AND FINALIZE NOTICE OF EX-PARTE COMMUNICATION; STRATEGIZE RE EX-PARTE MEETINGS AND PROCEEDING W/ ATTY AKINS; REVIEW E-CORRESP FROM ALJ YIP-KIKUGAWA RE PUBLIC PARTICIPATION HEARINGS ASSOCIATE: JENNIFER M. HALEY	1.20	
01/27/12	SDG&E STAKEHOLDER MEETING; ATTEND TELEPHONICALLY PARTNER: SOPHIE A. AKINS	2.30	
01/30/12	BEGIN TO DRAFT MOTION FOR SDUSD TO BECOME PARTY TO PROCEEDING; DRAFT CORRESPONDENCE TO ATTY CHONG RE PARTICIPATION IN PROCEEDING; RESEARCH AND DRAFT MOTION FOR POWAY UNIFIED TO WITHDRAW FROM PROCEEDING; WEEKLY STAKEHOLDER/SOLAR COALITION MEETING PARTNER: SOPHIE A. AKINS	1.30	

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<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
01/31/12	VOICE-MAIL FOR PUBLIC ADVISORS OFFICE RE PUBLIC PARTICIPATION HEARING; EMAIL RE NEM ISSUES PARTNER: SOPHIE A. AKINS	0.60
01/31/12	STRATEGIZE W/ ATTY AKINS RE PROCEEDING STRATEGY, EX-PARTE MEETINGS, PUBLIC PARTICIPATION HEARINGS AND MOTION TO WITHDRAW FOR POWAY; REVIEW E-CORRESP RE NEM SUPPORT; REVIEW E-CORRESP RE SAN DIEGO UNIFIED SCHOOL DISTRICT; REVIEW E-CORRESP FROM MR. BARNES RE PUBLIC PARTICIPATION HEARINGS ASSOCIATE: JENNIFER M. HALEY	0.30
02/01/12	T/CONF W/ MR. HAMILTON AT CCSE PARTNER: SOPHIE A. AKINS	0.30
02/04/12	EMAILS RE SDUSD MOTION TO INTERVENE; REVISE SDUSD'S MOTION TO INTERVENE; DRAFT PUSD MOTION TO WITHDRAW; RESEARCH RE PUBLIC AGENCY PARTICIPATION AT CPUC PARTNER: SOPHIE A. AKINS	1.70
02/13/12	DRAFT MEMO RE EX PARTE MEETINGS; FACTUAL RESEARCH RE SAME; LEGAL RESEARCH RE TIME LIMITATIONS OF GENERAL RATE CASE SETTLEMENTS; ASSOCIATE: JENNIFER M. HALEY	1.10
02/14/12	FINALIZE MEMO RE EX PARTE MEETINGS; CONTINUE LEGAL RESEARCH RE TIMING LIMITATIONS OF GENERAL RATE CASE SETTLEMENTS ASSOCIATE: JENNIFER M. HALEY	0.60
02/17/12	REVIEW REVISED GENERAL RATE CASE APPLICATION OF SDG&E ASSOCIATE: JENNIFER M. HALEY	2.50
02/21/12	RESEARCH RE NEW APPLICATION PARTNER: SOPHIE A. AKINS	0.60
02/22/12	REVIEW NEW APPLICATION AND TESTIMONY OF MR. YUNKER AND MS. FANG; T/CONF W/ MR. WOLFF AT NCTIMES; DISCUSS THE NEW APPLICATION AND BILL TARIFF ANALYSIS WITH MR. DEL REAL PARTNER: SOPHIE A. AKINS	1.90
02/23/12	CONTINUE TO DISCUSS THE NEW APPLICATION AND BILL TARIFF ANALYSIS WITH MR. DEL REAL; REVIEW RATE CASE STUDIES; DRAFT EMAIL TO COALITION RE SAME PARTNER: SOPHIE A. AKINS	1.40

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<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
02/23/12	REVIEW E-CORRESP RE GENERAL RATE CASE UPDATE AND REVISED CASE STUDIES ASSOCIATE: JENNIFER M. HALEY	0.30
02/24/12	TELEPHONICALLY ATTEND SDG&E STAKEHOLDER MEETING RE COST-BENEFIT STUDY PARTNER: SOPHIE A. AKINS	2.30
02/27/12	TELEPHONICALLY ATTEND SOLAR COALITION STAKEHOLDER MEETING PARTNER: SOPHIE A. AKINS	0.60
02/28/12	REVIEW STAKEHOLDER MEETING NOTES FROM MR. THOMAS; REVISE TEMPLATE RESOLUTION TO JOIN COALITION AND STAFF REPORT RE SAME PARTNER: SOPHIE A. AKINS	1.50
02/29/12	EMAILS TO/FROM MS. CARMICHAEL AT VOTE SOLAR RE NEM; T/CONF W/MR. DEL REAL RE TARIFF ANALYSIS PARTNER: SOPHIE A. AKINS	0.60

**Summary of Fees:**

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate/Hr</u>	<u>Amount</u>
SOPHIE A. AKINS	PARTNER	128.30	250.00	32,075.00
JENNIFER M. HALEY	ASSOCIATE	181.80	250.00	45,450.00
KEVIN WANG	ASSOCIATE 2	1.70	250.00	425.00
Total Hours:		311.80		

**Total Fees for Professional Services \$ 77,950.00**

**Reimbursable Costs:**

LOCAL TRAVEL		
01/13/12	MILEAGE, ATTEND SDG&E STAKEHOLDER MEETING AT CCSE OFFICES, 01/13/2012, SOPHIE A. AKINS	10.43
01/17/12	MILEAGE, ATTEND SDCWA GENERAL MANAGER'S MEETING, 01/17/2012, SOPHIE A. AKINS	10.99
01/18/12	SOUTHWEST AIR 01/18/12 AIRLINE TRAVEL GEOFER CARLISLE 01/24/12 SAN FRANCISCO ATTEND CLIENT MEETING - BANK OF AMERICA	443.60

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01/18/12	SOUTHWEST AIR 01/18/12 AIRLINE TRAVEL JENNIFER HALEY 01/23/12 - 01/24/12 SAN FRANCISCO ATTEND CLIENT MEETING - BANK OF AMERICA	443.60
01/18/12	SOUTHWEST AIR 01/18/12 AIRLINE TRAVEL ROBERT TURNER 01/23/12 SAN FRANCISCO ATTEND CLIENT MEETING - BANK OF AMERICA	443.60
01/18/12	SOUTHWEST AIR 01/18/12 AIRLINE TRAVEL GINA POTTER 01/23/12 SAN FRANCISCO ATTEND CLIENT MEETING - BANK OF AMERICA	443.60
01/18/12	UNITED AIR 01/18/12 AIRLINE TRAVEL BRIAN BRADY 01/24/12 SAN FRANCISCO ATTEND CLIENT MEETING - BANK OF AMERICA	461.60
01/19/12	INN AT THE OPERA 01/19/12 HOTEL FOR JENNIFER HALEY 01/23/12 - 01/24/12 SAN FRANCISCO ATTEND CLIENT MEETING - BANK OF AMERICA	155.61
01/20/12	TAXI/CAR SERVICE, ATTEND SOLAR COALITION MEETING IN SAN FRANCISCO, 01/20/2012, SOPHIE A. AKINS	110.00
01/20/12	PARKING AT AIRPORT RE: SOLAR COALITION MEETING IN SAN FRANCISCO, 01/20/2012, SOPHIE A. AKINS	47.00
01/23/12	PARKING SAN DIEGO AIRPORT , 01/23/2012 THROUGH 01/24/2012, JENNIFER M. HALEY	47.00
01/23/12	MILEAGE, SAN DIEGO AIRPORT., 01/23/2012 THROUGH 01/24/2012, JENNIFER M. HALEY	12.54
01/23/12	TAXI/CAR SERVICE, CAB FROM SFO TO INN AT THE OPERA (HOTEL) ON 1/23/12 (\$56.10) CAB FOR ALLEN CARLISLE FROM CPUC TO SFO ON 1/24/12 (\$45.00) CAB FROM INN AT THE OPERA TO SFO ON 1/24/12 (\$55.00), JENNIFER M. HALEY	156.10
10/18/11	MILEAGE, ATTEND SDG&E GENERAL RATE CASE - SOLAR IMPACTS MEETING AT BIOCUM, 10/18/2011, JENNIFER M. HALEY	16.32
11/07/11	MILEAGE, ATTEND SDG&E GRC PHASE 2 STRATEGY MEETING AT CCSE, 11/07/2011, SOPHIE A. AKINS	10.43
12/09/11	TAXI/CAR SERVICE, TAXI FROM SFO TO CPUC (\$78.00 ON 12/9/11); TAXI FROM SAN DIEGO AIRPORT TO SAN DIEGO OFFICE (\$8.00 ON 12/11/11), 12/09/2011, SOPHIE A. AKINS	96.00
12/09/11	SOUTHWEST AIR 12/09/11 AIRLINE TRAVEL JENNIFER HALEY; SAN FRANCISCO TO ATTEND SDG&E GRC PHASE 2 PRE-HEARING CONFERENCE - BANK OF AMERICA (JMH)	443.40
12/11/11	SOUTHWEST AIR 12/09-12/11/11 AIRLINE TRAVEL SOPHIE AKINS; SAN FRANCISCO TO ATTEND SDG&E GRC PHASE 2 PRE-HEARING CONFERENCE - BANK OF AMERICA (SAA)	223.40

SUBTOTAL: 3,575.22

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MEALS

01/23/12	BREAKFAST MEETING TO PREPARE FOR CPUC EX PARTE MEETINGS ATTENDEES: GINA POTTER, ROB TURNER, 01/23/2012, JENNIFER M. HALEY	16.93
01/23/12	LUNCH FOR CPUC EX PARTE MEETINGS ATTENDEES: GINA POTTER, ROB TURNER, 01/23/2012, JENNIFER M. HALEY	50.32
01/24/12	DINNER FOR CPUC EX PARTE MEETINGS ATTENDEES: ALLEN CARLISLE, 01/24/2012, JENNIFER M. HALEY	18.55
01/24/12	BREAKFAST MEETING TO PREPARE FOR CPUC EX PARTE MEETINGS ATTENDEES: ALLEN CARLISLE, BRIAN BRADY, 01/24/2012, JENNIFER M. HALEY	21.06
01/24/12	LUNCH FOR CPUC EX PARTE MEETINGS ATTENDEES: ALLEN CARLISLE, BRIAN BRADY, 01/24/2012, JENNIFER M. HALEY	67.42
02/08/12	SCHOOL DISTRICT SETTLEMENT MEETING - CALIFORNIA CENTER OF SUSTAINABLE ENERGY (SAA)	217.01
	SUBTOTAL:	391.29

MISCELLANEOUS

01/23/12	TAXI AND PARKING EXPENSES TO ATTEND EX PARTE MEETINGS AT CPUC - ROBERT W. TURNER (JMH)	46.00
01/24/12	PRIVATE INVESTIGATOR	4.25
11/22/11	READYCONFERENCE PLUS AUDIO - SOUNDPATH LEGAL CONFERENCING (SAA)	24.89
12/09/11	READYCONFERENCE PLUS AUDIO - SOUNDPATH LEGAL CONFERENCING (SAA)	9.58
	SUBTOTAL:	84.72

02/29/12	POSTAGE	42.82
02/29/12	PRINT COST	899.25
02/29/12	COLOR COPIES	575.45

**Total Reimbursable Costs \$ 5,568.75**

**Total Current Billings For This Matter: \$ 83,518.75**

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SANTEE SCHOOL DISTRICT  
ATTN: KARL CHRISTENSEN  
ASSISTANT SUPERINTENDENT, BUSINESS SERVICES  
9625 NORTH CUYAMACA STREET  
SANTEE, CA 92071

March 5, 2012  
Invoice  
667758,667759,669936,  
670810  
SAA

**INVOICE IS DUE AND PAYABLE UPON RECEIPT**  
PLEASE RETURN THIS COPY WITH YOUR REMITTANCE

**INVOICE SUMMARY**

*For Professional Services Rendered Through February 29, 2012:*

Our Matter # 60992.00000  
Re: SDG&E DISTRIBUTED GENERATION RATE STRUCTURE

Current Fees:	\$ 77,950.00
Current Reimbursable Costs:	5,568.75
	<hr/>
Total Current Billings For This Matter:	<u>\$ 83,518.75</u>

<b>\$73,939.08 @ 7.6910% with 13 participants</b>	<b>\$ 5,686.69</b>
<b>\$1,959.67 @ 8.333% with 12 participants</b>	<b>\$ 163.30</b>
<b>\$7,620.00 @ 9.091% with 11 participants</b>	<b>\$ 692.73</b>
<b>Santee School District Share of Current Billing:</b>	<b>\$ 6,542.72</b>

To Pay by credit card, please complete the information below.

Credit Card # (Visa, MasterCard, Discover, American Express)

Expiration Date

Amount of Charge

Signature

Daytime Phone No.

The following information is needed to process a Wire or ACH payment:

Receiving Bank:  
Name of Bank:  
Bank of America  
Riverside, CA 92501

Name of Account: Best, Best & Krieger LLP (Concentration Account)  
Branch #: 1496  
Routing # (wire): Account #: 14961-50991  
Routing # (ACH): 026009593  
122000661  
SWIFT # BOFAUS3N (use for ebanking and/or international transfers)  
Reference Detail: Matter number or Invoice number, if available

## **EXHIBIT C**

### **BEST BEST & KRIEGER LLP'S BILLING POLICIES**

Our century of experience has shown that the attorney-client relationship works best when there is mutual understanding about fees, expenses, billing and payment terms. Therefore, this statement is intended to explain our billing policies and procedures. Clients are encouraged to discuss with us any questions they have about these policies and procedures. Clients may direct specific questions about a bill to the attorney with whom the client works or to Judy Ismael of our Accounting Department. Any specific billing arrangements different from those set forth below will be confirmed in a separate written agreement between the client and the firm.

### **FEES FOR PROFESSIONAL SERVICES**

Unless a flat fee is set forth in our engagement letter with a client, our fees for the legal work we will undertake will be based in substantial part on time spent by personnel in our office on that client's behalf. In special circumstances which will be discussed with the client and agreed upon in writing, fees will be based upon the novelty or difficulty of the matter, or the time or other special limitations imposed by the client.

Hourly rates are set to reflect the skill and experience of the attorney or other legal personnel rendering services on the client's behalf. Time is accrued on an incremental basis for such matters as telephone calls (minimum .3 hour) and letters (minimum .5 hour), and on an actual basis for all other work. Our attorneys are currently billed at rates from \$150 to \$465 per hour, and our administrative assistants, research assistants, paralegals and law clerks are billed at rates from \$115 to \$210 per hour. These hourly rates are reviewed annually to accommodate rising firm costs and to reflect changes in attorney status as lawyers attain new levels of legal experience. Any increases resulting from such reviews will be instituted automatically and will apply to each affected client, after advance notice.

### **FEES FOR OTHER SERVICES, COSTS AND EXPENSES**

We attempt to serve all our clients with the most effective support systems available. Therefore, in addition to fees for professional legal services, we also charge separately for some other services and expenses to the extent of their use by individual clients. These charges include but are not limited to, mileage at the current IRS approved rate per mile, extraordinary telephone and document delivery charges, copying charges, computerized research, court filing fees and other court-related expenditures including court reporter and transcription fees. No separate charge is made for secretarial or word processing services; those costs are included within the above hourly rates.

We may need to advance costs and incur expenses on your behalf on an ongoing basis. These items are separate and apart from attorneys' fees and, as they are out-of-pocket charges, we need to have sufficient funds on hand from you to pay them when due. We will advise the

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client from time to time when we expect items of significant cost to be incurred, and it is required that the client send us advances to cover those costs before they are due.

### **ADVANCE DEPOSIT TOWARD FEES AND COSTS**

Because new client matters involve both a substantial undertaking by our firm and the establishment of client credit with our accounting office, we require an advance payment from clients. The amount of this advance deposit is determined on a case-by-case basis discussed first with the client, and is specified in our engagement letter.

Upon receipt, the advance deposit will be deposited into the firm's client trust account. Our monthly billings will reflect such applications of the advance deposit to costs and not to attorney's fees. At the end of engagement, we will apply any remaining balance first to costs and then to fees. We also reserve the right to require increases or renewals of these advanced deposits.

By signing the initial engagement letter, each client is agreeing that trust account balances may be withdrawn and applied to costs as they are incurred and to our billings, after presentation to the client. If we succeed in resolving your matter before the amounts deposited are used, any balance will be promptly refunded.

### **MONTHLY INVOICES AND PAYMENT**

Best Best & Krieger LLP provides our clients with monthly invoices for legal services performed and expenses incurred. Invoices are due and payable upon receipt.

Each monthly invoice reflects both professional and other fees for services rendered through the end of the prior month, as well as expenses incurred on the client's behalf that have been processed by the end of the prior month. Processing of some expenses is delayed until the next month and billed thereafter.

Our fees are not contingent upon any aspect of the matter and are due upon receipt. All billings are due and payable within ten days of presentation unless the full amount is covered by the balance of an advance held in our trust account. If a bill is not paid within 30 days, a late charge of one percent per month on the unpaid invoice shall be added to the balance owed, commencing with the next statement and continuing until paid.

It is our policy to treat every question about a bill promptly and fairly. It is also our policy that if a client does not pay an invoice within 60 days of mailing, we assume the client is, for whatever reason, refusing to pay. We will then advise the client by letter that the client may pay the invoice within 14 days or the firm will take appropriate steps to withdraw as attorney of record. If the delay is caused by a problem in the invoice, we must rely upon the client to raise that with us during the 14-day period. This same policy applies to fee arrangements which require the client to replenish fee deposits or make deposits for anticipated costs.

From time to time clients have questions about the format of the bill or description of work performed. If you have any such questions, please ask them when you receive the bill so we may address them on a current basis.

### **CHANGES IN FEE ARRANGEMENTS AND BUDGETS**

It may be necessary under certain circumstances for a client to increase the size of required advances for fees after the commencement of our engagement and depending upon the scope of the work. For example, prior to a protracted trial or hearing, the firm may require a further advance payment to the firm's trust account sufficient to cover expected fees. Any such changes in fee arrangements will be discussed with the client and mutually agreed in writing.

Because of the uncertainties involved, any estimates of anticipated fees that we provide at the request of a client for budgeting purposes, or otherwise, can only be an approximation of potential fees.

BEST BEST & KRIEGER

**BACKGROUND:**

The Publications Department provides essential duplication services for schools and departments. For the 2010-11 school year, Publications produced 8,072,935 copies/impressions for an average of 672,745 copies per month. For 2011-12 the volume of work has increased substantially. In a given month, the Publications Department receives between 1,000 and 1,800 publications orders.

The system used for processing and filling these orders incorporates the following steps:

- Requester scans documents to be copied at the school along with a summary sheet of the products/services requested
- Most school secretaries maintain their own spreadsheets to account for individual orders, teacher use, and allocated budget balances
- Publications uses scanned orders to fulfill requests and returns product to Requester
- Publications manually inputs data to Access database using predefined codes
- Publications generates monthly summary report and submits to Fiscal Services with supporting documents
- Fiscal Services uses summary reports to enter transactions to school and department budgets
- Fiscal Services generates budget reports for schools which include Publications transactions

The current system and procedures are fraught with weaknesses and inefficiencies including:

- Duplication of effort and manual data input in multiple software systems
- Limited reporting functions for administrators to actively manage their publications requests and budgets
- Inability to extract and summarize data by Requester
- Excessive number of hours to input and accumulate data for accounting transaction input

The magnitude of these weaknesses and inefficiencies recently escalated when input of orders to the Publications reporting system was 6 months behind due to the need for Publications Technicians to focus on fulfilling a backlog of order requests. As a result, Principals were receiving budget reports that did not contain 6 months of Publications transactions. This hinders the ability of Principals to properly manage their school budgets.

Staff began researching various options to solve this problem. It became apparent that the most efficient system would be one that incorporates a work order type process whereby the user inputs their request electronically using a web interface with document upload capability. Staff conducted a survey of other school districts and found a software system used by several districts that fits the above criteria. Results of the survey are as follows:

<b>District</b>	<b>System Used</b>
Cajon Valley	Print Shop Pro
Chula Vista	Print Shop Pro
Hemet Unified	Print Shop Pro
Placentia Yorba Linda Unified	Print Shop Pro
Chino Valley	Print Shop Pro
Oceanside	Konica Minolta
Grossmont	Business Plus System
Vista	No system. NCR form submission and Quickbook for pricing
Poway	No system. E-mail with billing codes or NCR form submission.
Lemon Grove	No Publications Dept
La Mesa-Spring Valley	No system

Administration recommends purchase of the Print Shop Pro software system from EDU Business Solutions.

**RECOMMENDATION:**

It is recommended that the Board of Education approve purchase of the Print Shop Pro Manager software system from EDU Business Solutions.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

The fiscal impact is:

\$16,537.25 one-time purchase cost with on-going annual maintenance cost of \$3,147.30 starting in Year 2 from General Fund

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item F.1.4.
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**BACKGROUND:**

An assessment of playground paving at schools indicates that major repairs and overlays are needed. All schools are in need of asphalt repairs; however some are in worse shape than others. Last year, Cajon Park Junior High lower playground was repaired over Spring Break and Carlton Hills' primary playground will be repaired during this Spring Break. Details of the remaining playground paving repairs needed at the District's nine schools are as follows:

RANK	SCHOOL	LOCATION	CONDITION	RECOMMENDATION
1	Pride Academy at Prospect Avenue	Junior High upper courts	High/Bad – Severe trip hazards	Repair as soon as funds available for crack-repairs & overlay
		Primary area	Medium /OK – Some problems	Minor patching only
2	Pepper Drive	Kindergarten area	High/Bad – Severe trip hazards	Repair as soon as funds available for crack-repairs & overlay
		Primary area and Junior High (Can do along with addition in the future - Option fix)	Medium /OK – Some problems	Minor patching only
3	Rio Seco	Primary playground	High/Bad – Severe trip hazards	Repair as soon as funds available for crack-repairs & overlay
		Play area south of LRC – (Solar Shade option fix)	Medium/OK – Some problems	Minor patching only
4	Carlton Oaks	playground south of LRC	Medium/OK – Some locations of cracks. Seal coat needed.	Can wait before overlay is necessary – recommend minor patching & seal coat
5	Sycamore Canyon	Upper and lower playground	OK – Some locations of cracks. Seal coat needed.	Can wait before overlay is necessary – recommend minor patching & seal coat
6	Chet F. Harritt	Upper and lower playground	OK – Some locations of cracks. Seal coat needed.	Can wait before overlay is necessary – recommend minor patching & seal coat
7	Cajon Park	Primary play area	OK – Some minor problems	Minor patching only
8	Hill Creek	Concrete lifting interior walkways	OK – Some minor problems	Grinding down concrete
9	Carlton Hills	Junior High play areas	OK – Some minor problems	Minor patching only

The District has delayed major paving projects due to the lack of State funding and the use of deferred maintenance funds for unrestricted general fund flexibility. The Capital Improvement Program focused on the classroom and continues to be challenged with a lack of adequate funding. Staff recommends initiating a bid for work to occur over the summer for Pride Academy's upper play courts, Pepper Drive's kindergarten play area, and Rio Seco's primary playground in addition to a cost per square foot for an annual contract for additional work that may be necessary during fiscal year 2012-2013.

In addition to asphalt repairs, the Maintenance, Operations, and Facilities Director identified the following list of projects for future work, which could be done during Summer 2012. Administration requests authorization to seek bids/proposals for the projects below:

SITE	SCOPE	ESTIMATE	FUNDING
Various	Limited Pavement Patches & Seal Coating	\$75,000	Deferred Maintenance
Various	Playground pavement overlay, re-striping	\$150,000	Deferred Maintenance
Various	Painting	\$15,000	Deferred Maintenance
Pepper Drive	Replace Carpet in the Media Center	\$30,000	Capital Improvement Program

The number of projects awarded will depend on the funds available and the costs as determined by bids/proposals received. Once the bidding process is completed, the bids will be presented to the Board of Education for direction.

**RECOMMENDATION:**

It is recommended that the Board of Education authorize administration to seek bids/proposals for summer projects in the areas listed above. If initiated, the projects would be performed during summer 2012.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

The fiscal impact could be as much as \$240,000 from Deferred Maintenance/General Fund, and \$30,000 from the Capital Improvement Program.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion.		Second:		Vote:		Agenda Item F.1.5.
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Discussion and/or Action Item F.1.6.  
Prepared by Karl Christensen  
April 17, 2012

Renewal of Pre-Lease Agreement with Haagen  
Company LLC for Commercial Development of  
the Santee School Site

**BACKGROUND:**

On February 1, 2011, the Board selected Haagen Company LLC through an RFP process to commercially develop the Santee School site. On March 1, 2011, the District entered into a Pre-Lease Agreement with Haagen Company LLC which expired on March 29, 2012 with the expiration of the waiver through the State Board of Education which allows leasing of the land to a developer not based solely on price. On March 8, 2012 the State Board of Education extended the time period for the waiver through April 30, 2014.

Since the onset of the Great Recession which started December 2007, the commercial real estate market has been stalled. Many companies have gone out of business or downsized which has left a glut of commercial space that must be filled before expansion into new sites is considered. As a result, although Haagen has been marketing our site to numerous companies, there has been little interest until recently.

However, within the last 6 months, Haagen has secured letters of intent from two potential tenants. In addition, one large retailer is seriously considering the Santee School site for a new store.

To continue the work of securing potential tenants for the Santee School site, it is necessary to extend the Pre-Lease Agreement. The Pre-Lease Agreement does not obligate the District to enter into a Ground Lease if conditions and terms are not favorable.

**RECOMMENDATION:**

Renew Pre-Lease Agreement with Haagen Company LLC for Commercial Development of the Santee School Site for another year through April 30, 2013.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

None at this time. If Ground Lease is executed, District can realize 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 F.1.6.
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**PRE-LEASE AGREEMENT  
BETWEEN THE  
SANTEE SCHOOL DISTRICT  
AND  
HAAGEN COMPANY LLC**

THIS Pre-Lease Agreement (the "AGREEMENT") is entered into this 17th day of April 2012 ("Executed Date"), by and between the Santee School District ("District"), and Haagen Company, LLC ("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 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 Developer entered into a Pre-Lease Agreement March 1, 2011 which expired March 29, 2012 ("Original Agreement"); and,

WHEREAS, the District and Developer desire to extend the Pre-Lease Period defined in Section 203 of this AGREEMENT; and,

WHEREAS, the District and the Developer desire to enter into a new 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 April 30, 2013. On May 1, 2013 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



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

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

DEVELOPER

\_\_\_\_\_

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

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

APPROVED AS TO FORM:

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

**BACKGROUND:**

At the January 3, 2012 meeting, the Board authorized expenditure of one-time General Fund dollars received for SDG&E Savings By Design incentives, return of surplus equity from the JPA Property & Liability account, and an inconvenience fee paid by SDG&E for relocating a transformer at Cajon Park. One of the approved expenditures was \$20,000 for widening the pathways at Hill Creek and Chet F Harritt schools.

The change order cost submitted by Barnhart for extending the pathways to more closely match the one at PRIDE Academy is \$32,299. There may be added costs for other services. Below is the width of current pathways:

- Carlton Hills = 4.75 bricks wide
- Carlton Oaks = 8.5 bricks wide
- Chet F Harritt = 8.5 bricks wide (lengthwise/widthwise alternated pattern)
- Hill Creek = 6 bricks wide (lengthwise/widthwise alternated pattern)
- PRIDE Academy = 7.5 bricks wide (second branch to office entrance)
- Rio Seco = 8.25 bricks wide

Administration seeks the Board’s direction and clarification on the specifications of work to be done and next steps.

**RECOMMENDATION:**

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

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

This fiscal impact is \$35,000.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item F.2.1.
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**BACKGROUND:**

A Board of Education member recently requested an analysis of the cost to install exterior cameras on the street side of the new Hill Creek School Addition. The wiring infrastructure necessary for camera installation has already been included in the building. Estimated costs to implement exterior cameras are as follows:

- \$3,000 for 2 cameras including installation
- \$5,000 for a server to store video data

Currently, exterior cameras are implemented for the District Office compound area. Over numerous weekends, intruders entered the yard and vandalized several busses. The cameras captured video of the perpetrators from several angles. Although these pictures were shared with the District's security guard and the Sheriff's department and were sent to the Principals of area high schools and Rio Seco, there has been no success in locating the perpetrators.

**RECOMMENDATION:**

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

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

The fiscal impact is \$8,000.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item F.2.2.
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**BACKGROUND:**

During the 2011-2012 school year, the Language Arts Specialists and the site administrators have been studying current reading assessment practices for students in the primary grades, Kindergarten – grade 3. Discussions regarding exiting performance levels of students, progress monitoring, and alignment to common core standards have resulted in determining the need for a new K – 3 reading assessment. This team generated common communication points to be shared with all teachers in grades K – 3 regarding the support of a new reading assessment:

- Ability to progress monitor with smaller increments of growth;
- Time spent with the assessment increases quality of time spent planning instruction;
- Alignment of assessment tool and Santee expectation;
- Common assessment district-wide and across the grade levels K – 3 vertically;
- Alignment of curriculum materials in classrooms;
- Nationally created assessment with a reliability and validity study;
- Assessment materials to include fiction and non-fiction text;
- Data supports school-to-home communication;
- Students, teachers, and parents see incremental progress and set achievable goals.

During the months of January and February, the Language Arts Specialist team piloted two nationally recognized reading assessments with students in grades K - 3, the Developmental Reading Assessment (DRA2) and the Benchmark Assessment System (BAS). Based on criteria generated prior to the pilot, discussion among the Language Arts Specialists, and feedback from school districts using these assessments, the team determined the Benchmark Assessment System would best support the reading assessment needs in grades K – 3 for Santee School District.

The Language Arts Specialists and District administration will be developing a training plan to support teachers in BAS administration and assessment interpretation. Teachers will be provided training on the BAS prior to leaving school this June and will continue their training next school year. In addition, teachers will learn how to translate this data into action when planning guided reading groups.

**RECOMMENDATION:**

Administration recommends the purchase of the Benchmark Assessment System as the new District reading assessment in grades K - 3.

This recommendation supports the following district goals:

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

**FISCAL IMPACT:**

Purchase of the Benchmark Assessment System for grades K – 3 will be a one-time cost of \$27,000. Teams of two teachers will share an assessment kit, a practice routinely used with this assessment system. Administration recommends the use of Instructional Materials Realignment Program Funds to support this one-time cost.

**STUDENT ACHIEVEMENT IMPACT:**

A high quality assessment tool and one that is used consistently throughout the District will provide teachers with a common vocabulary when communicating results with students, parents, and staff. In addition, a thorough assessment and rigorous benchmark expectations provide teachers with the necessary information when planning instruction, particularly small group instruction specific to student strategies and skills in reading.

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

Agenda Item F.3.1

## **BACKGROUND**

At the January 17, 2012 Board meeting, the Board of Education approved a preliminary timeline for dual immersion program data collection, site visitations and plan formation. Since that Board meeting, administration created and disseminated a parent survey to over 3,500 students in Santee School District and private preschools and has observed four more successful dual immersion programs in San Diego County. Based on dual immersion survey results, school observations, and continued research, administration is recommending next steps toward beginning a one-way, Spanish dual immersion program in Santee School District for the 2012-2013 school year.

### **Survey Results**

Of the 3,500 distributed surveys, the District received 1,018 surveys back from families:

- 1018 surveys returned
- 466 children in responding households are 4 or 5 years olds
- 583 out of 1018 (57.27%) of respondents stated they would make the commitment to the program
- 340 out of 1018 (33.40%) of respondents would transport their child to a school other than their neighborhood school for this program
- For the 130 families district-wide responding “yes” to “making the long-term commitment” and “willing to transport”; there are a total of 140 students age 4 and age 5

### **Program Design and Goals**

Beyond determining parental interest and commitment to a dual immersion school experience, the survey also provided the District with data to support the type of dual immersion program, a one-way or two-way program. Based on Santee School District’s student population and survey responses, administration recommends a one-way, Spanish immersion program.

One-way immersion:	Students are native English speakers
Two-way immersion:	Students are either native English or native Spanish speakers or a combination of native English, native Spanish, and bilingual students

After continued dual immersion school observations and research of dual immersion programs, particularly one-way immersion programs, administration is also recommending the following immersion structure in grades K – 8.

Kindergarten – First Grade	100% Spanish
Second Grade	80% Spanish/20% English
Third Grade	70% Spanish/30% English
Fourth Grade	60% Spanish/40% English
Fifth – Eight Grade	50% Spanish/50% English

Most elementary schools in San Diego County do not have the benefit of a K – 8 school structure. Beginning a dual immersion program in Santee School District will provide students with a long-term commitment to biliteracy and bilingualism. Based on this commitment, the following goals will be essential program outcomes:

- Students will become bilingual and biliterate in Spanish.
- Students will achieve at grade level in the content areas measured in both English and Spanish.
- Students will develop positive cross-cultural attitudes.

**Program Location**

Dual immersion programs need space to grow on a school campus as grade levels are added each year. Carlton Hills School has the smallest K – 6 student enrollment of all nine school sites and has the largest number of empty classrooms in the District available for this program. The school is centrally located within Santee and is no further than four miles from any of the District schools.

The site principal, Terry Heck, has been on the dual immersion research and development team this year and is highly interested in having this program on his campus. In addition, from the immersion survey results, parents of 23 children who will be Carlton Hills students stated interested in an immersion program.

**Timeline**

The attached timeline highlights all the next steps associated with beginning an immersion program as of August 2012. Highlights of the timeline include:

- Dual Immersion Classroom Teacher job description approval
- Hiring of classroom teachers
- Parent meetings and signing of commitment compact
- Student enrollment confirmation
- Ordering of Spanish core curriculum and reading material
- Professional development

## **Parent Communication – Program Information Meetings**

If Board approved, Terry Heck, Principal of Carlton Hills School; Kristin Baranski, Director of Educational Services; and newly hired immersion teachers (if available) will be holding three parent meetings, an evening meeting on May 31 and two meetings on June 4. At these meetings, personnel will review the following highlights of dual immersion programs as well as enrollment procedures:

- Language acquisition research
- Bilingual and bi-literacy benefits in a global environment
- Program design (K – 8), expectations, and family commitment
- Student assessment data

## **Student Enrollment**

At these program information meetings, parents will have an opportunity to turn in the attached commitment compact or they may turn the compact into the school office by no later than 4 p.m. on Friday, June 8. Administration will be using the completed compacts to determine the enrollment and admittance of students into the dual immersion program. Based on enrollment procedures shared by other dual immersion schools, the following procedures will be used for enrollment into a dual immersion classroom for the 2012-2013 school year in Santee School District:

- Priority 1: Carlton Hills resident children
- Priority 2: Residents of Santee School District
- Priority 3: Employee children or grandchildren, if on interdistrict transfer
- Priority 4: Interdistrict transfers

If the immersion program at Carlton Hills receives more interest than 48 students, 24 students per kindergarten classroom, a lottery system will be enacted. Based on interest from the parent survey, it is anticipated all interested Carlton Hills students will be enrolled. Student names from priority two will then be placed in a lottery draw where administration will pull student names until enrollment is filled to 48 students. All other students will then be placed on a wait list should there be enrollment drops.



## **Program Evaluation**

- Besides student enrollment and continuance of students in the dual immersion program, other evaluation measures will help the Carlton Hills School staff determine if program goals are met:
- Pre and post family surveys regarding program goals, parent knowledge of immersion program research, and bilingual/biliteracy benefits in a global society
- Teacher and administrator observations
- Student assessment data, particularly the Aprenda 3 and Sistema de evaluación de la lectura (reading assessment in Spanish) during the first two years of program implementation

This evening, Terry Heck, Principal of Carlton Hills School, and Kristin Baranski, Director of Education Resources, will present information learned regarding dual immersion programs since the January 17, 2012 Board meeting.

## **RECOMMENDATION**

Administration recommends the Board of Education approve a one-way, Spanish dual immersion program beginning August 2012 for up to two kindergarten classes at Carlton Hills School.

This recommendation supports the following District goal:

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

## **FISCAL IMPACT**

Dual immersion classrooms require highly qualified teaching staff who are BCLAD credentialed and who are native or native-like Spanish speakers. Santee School District does not currently employ teachers who fit this criterion.

During the first year of program operation, student enrollment may be solely based on intradistrict attendance, dependent on parent interest within Santee School District. If room permits, the District will allow interdistrict transfers which will help offset program expenditures due to the additional student enrollment/average daily attendance (ADA) in Santee School District.

While the dual immersion program will require long-term expenditures, it is expected that fewer students will choose to leave Santee School District for a dual immersion program outside the District. Currently, there are over 100 students attending another school district for a dual immersion program, an ADA loss of \$480,000 for the 2011-2012 school year. The number of kindergarten children who have left the District this year alone equates to \$120,000 of ADA loss.

Cost Type	Per Classroom Expenditure	Total Estimated Cost Impact for 2 Classrooms*	Funding Source(s)
Personnel Costs**	\$70,000	\$70,000	General Fund
Core Curriculum	\$5,500	\$11,000	Instructional Materials Realignment Fund Program
Spanish readers and primary language books	\$2,000	\$4,000	Title I (site) Prop 20 Lottery
Professional Development: GLAD, site observations, Dual Language Institute, CAFE, and lesson study	\$2,500	\$5,000	EIA-LEP Title I (site) Professional Development Block Grant
Assessment: Spanish Benchmark Assessment System (Sistema de evaluación de la lectura) and Aprenda 3	\$500	\$1,000	Assessment
	\$80,500 per classroom	\$91,000*** for 2 classrooms	\$70,000 general fund \$21,500 categorical programs (site and District)

\*Initial estimates indicate that to operate a centralized program with 2 classrooms requires 1 more teacher than would be necessary if the same students were spread throughout the District. Therefore, the Estimated Cost Impact incorporates 1 additional teacher district-wide. The Actual Impact will not be known until comparisons of actual staffing can be made.

\*\*Assumes higher paid teacher for credentialing requirements and probable years of service with other school district(s).

\*\*\*Total estimated costs for 2 classrooms may be offset by fewer students going outside the District for an immersion program.

## **STUDENT ACHIEVEMENT**

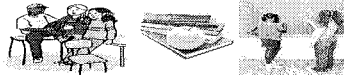
Students in a dual immersion program, beginning in kindergarten, develop full oral and reading and writing proficiency in two languages. This allows students to see their first language in a comparative perspective, in turn helping them analyze and refine their language use. In addition, research shows that not only do students in a dual immersion program perform at or above non-participating peers but they are also able to read and write at grade level in another language.

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

Agenda Item F.3.1

## Dual Immersion Program Timeline Santee School District

April 2012	<ul style="list-style-type: none"> <li>• April 17, 2012: Seek Board approval to begin a one-way, Spanish immersion program for the 2012-2013 school year. Seek Board approval of the Dual Immersion Classroom Teacher job description.</li> <li>• Pending Board approval, post two dual immersion classroom teacher positions for hire with an August 22, 2012 start date. Job posting for two weeks, April 23 – May 4, 2012.</li> </ul>
May 2012	<ul style="list-style-type: none"> <li>• Interview process during the week of May 21, recommend hires to HR.</li> <li>• Carlton Hills staff to observe dual immersion programs around the County.</li> </ul>
June 2012	<ul style="list-style-type: none"> <li>• Parent meetings at Carlton Hills with new teacher hires in attendance, if possible: Thursday, May 31, 2012 6 – 7 p.m. Monday, June 4, 2012 9 – 10 a.m. Monday, June 4, 2012 6 – 7 p.m. Parents sign compacts no later than June 8 for enrollment consideration. Compact may be signed at the parent event or dropped off at the school office by 4 p.m. Friday, June 8.</li> <li>• Student enrollment determined during the week of June 11 and parents notified regarding enrollment status.</li> <li>• District library staff to order Spanish primary language core curriculum.</li> <li>• CAFE conference for site administration and immersion teaching staff.</li> </ul>
July – Aug. 2012	<ul style="list-style-type: none"> <li>• Kindergarten staff administers student assessment to balance classes.</li> <li>• GLAD (Guided Language Acquisition Design) training, when available, for Kindergarten and grade 1 staff (English only and immersion).</li> <li>• Team instructional planning time.</li> <li>• Purchase primary language classroom library books and guided reading books in Spanish.</li> <li>• Ordering Aprenda 3 and Sistema de evaluación de la lectura (Benchmark Assessment System – Spanish version)</li> <li>• Students begin August 27, 2012.</li> </ul>



SANTEE SCHOOL DISTRICT  
CARLTON HILLS SCHOOL

**One-Way Immersion Program Agreement**  
**Due: June 8, 2012**

Today's date: \_\_\_\_\_

Name of Parent or Guardian \_\_\_\_\_

Child's Name \_\_\_\_\_

Please Initial the Following Agreements:

\_\_\_\_\_ Yes, I am aware of the importance of the continuous parent support necessary for my child's success. I agree to attend all mandatory parent meetings, Back to School Night, Open House and all parent conferences.

\_\_\_\_\_ Yes, I am choosing this program for my child and am aware of, and understand, the long-term commitment (minimum of 5-7 years) to be able to see the full benefits of the program. I understand that my student may struggle as he or she acquires a second language and I commit to working with Carlton Hills staff to support my student.

\_\_\_\_\_ Yes, I am aware my child will be taught to read and write in SPANISH FIRST and FORMAL English reading and writing will be ADDED in THIRD grade. I understand that I can continue to read to my child and support vocabulary development at home in English.

\_\_\_\_\_ Yes, I am aware that my child will be exposed to many ORAL LANGUAGE development activities which include: readiness skills, literature and vocabulary enrichment, teacher read-alouds, cooperative learning, role playing and hands-on art activities.

\_\_\_\_\_ Yes, I understand that attendance is of the UTMOST IMPORTANCE.

**In order to receive enrollment priority each year, I agree to meet the above agreements.**

**Parent/Guardian Signature:** \_\_\_\_\_

Discussion and/or Action Item F.4.1. Adoption of Resolution No. 1112-20 to Layoff  
Classified Non-Management Positions

Prepared by Minnie Malin  
April 17, 2012

**BACKGROUND:**

Due to the unknown status of Early Mental Health Initiative (EMHI) grant funding, it is necessary to eliminate four (4) Child Assistant positions due to lack of funds. 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 four (4) Child Assistant positions effective June 27, 2012

**FISCAL IMPACT:**

The total annual savings by eliminating four (4) Child Assistant positions will be \$46,288.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item F.4.1.

# SANTEE SCHOOL DISTRICT

## Resolution No. 1112-20

**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 four (4) Child Assistant positions effective June 27, 2012

**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 17<sup>th</sup> day of April 2012, by the following vote:

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

Dated 4/17/12

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

Discussion and/or Action Item F.4.2. Employee Recognition for Day of the Teacher and Classified School Employees Week

Prepared by Minnie Malin  
April 17, 2012

**BACKGROUND:**

The Board and Executive Council traditionally honor employees each year on the day that teachers are recognized and during Classified School Employee Week with a token of appreciation. Last year, the Board and Executive Council members delivered cookies for all employees with a note of appreciation.

Administration recommends that employees receive a similar acknowledgement of appreciation again this year.

**RECOMMENDATION:**

Administration recommends that the Board communicate appreciation to employees in the same manner as last year.

**FISCAL IMPACT:**

Any cost to communicate the Board's appreciation is included in the Board's operating budget.

**STUDENT ACHIEVEMENT IMPACT:**

The Board wishes to acknowledge and demonstrate their appreciation for the impact that all teachers and classified employees have on increased student achievement.

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

Agenda Item F.4.2.

Discussion and/or Action Item F.4.3. Approval of New Job Description for Dual Language Immersion Program, Classroom Teacher, Grades K-8

Prepared by Minnie Malin  
April 17, 2012

**BACKGROUND:**

A dual language immersion job description has been created to coincide with the 2012-2013 Dual Immersion Program presented to the Board. In order to support the dual language immersion program, the new job description will address specific requirements established by state and local governing boards, including a BCLAD credential.

Administration is recommending that the Board of Education approve the new Dual Language Immersion job description in anticipation of adopting a District Dual Immersion Program.

Presented tonight is the new job description for Board approval.

**RECOMMENDATION:**

Administration recommends that the Board of Education approve the new Dual Language Immersion Program job description.

**FISCAL IMPACT:**

Administration anticipates the adoption of the district dual immersion program will abate the loss of students leaving the district thereby retaining ADA funding. Preliminary estimates of the fiscal impact will incorporate the cost for one (1) additional teacher district-wide. However, the actual impact will not be known until comparisons of actual staffing can be made.

**STUDENT ACHIEVEMENT IMPACT:**

Research indicates that students in a dual immersion program perform at or above non-participating peers but they are also able to read and write at grade level in another language.

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

Agenda Item F.4.3.



## **SANTEE SCHOOL DISTRICT**

### **DUAL LANGUAGE IMMERSION PROGRAM CLASSROOM TEACHER (GRADES K-8)**

#### **PRIMARY FUNCTION:**

A dual language immersion program teacher in the Santee School District under the immediate supervision of the site administrator, and as a member of the school staff, shall provide appropriate instruction and guidance to students assigned to him/her consistent with the California Standards for the Teaching Profession, Academic Content Standards, instructional materials and methodologies adopted by the Board shall work with other District employees and parents in creating an overall school environment conducive to learning for the students in the District.

#### **Professional Responsibilities**

1. Compile and analyze data as required for documentation and program planning.
2. Comply with state and federal guidelines regarding implementation of Individualized Education Plans (IEPs), and 504 plans.
3. Maintain accurate grade and assessment records for students assigned to him/her.
4. Maintain awareness and understanding of current educational trends and developments through professional literature and by attending conferences, site and District meetings.
5. Maintain personal standards of dress and grooming in accordance with District policy.
6. Maintain standard of promptness and accuracy in carrying out assignments.
7. Meet obligations as specified by the Education Code and Board Policy.
8. Meet professional and education standards required of all teachers.
9. Participate in school and community-related activities such as staff meetings, School Site Council, PTA special projects, etc.
10. Perform basic attendance accounting and business tasks as required.
11. Share responsibility for effective operation of the school program.
12. Support and participate in District and school programs such as Title I, GATE, English Learners and other categorical programs.

#### **ESSENTIAL FUNCTIONS:**

##### **Instructional**

1. Assess and document students' academic and social growth; keep appropriate records; collect and analyze student data; and prepare progress reports and intervention plans consistent with District/school requirements.
2. Collaborate with school staff and parents to provide instructional services to students with disabilities consistent with 504 plans.
3. Collaborate with Special Education service personnel to provide instructional services to students with special needs consistent with Individual Education Plans.
4. Communicate regularly with parent or guardian through a variety of means and hold parent conferences consistent with District/school requirements to discuss the individual student's progress and interpret the school program.
5. Cooperate with other professional staff members. Assess and help students and parents to solve health, attitudinal, behavior and learning problems.

## **DUAL LANGUAGE IMMERSION PROGRAM CLASSROOM TEACHER (GRADES K-8)**

Page 2

### **Instructional (continued)**

6. Create and implement a classroom management plan that includes positive behavior supports needed to achieve an engaging and safe learning atmosphere in the classroom. Assume the primary responsibility for supervision of the behavior of students during the entire school day.
7. Instruct students in citizenship and character education as specified in the Education Code and District policies and procedures.
8. Prepare and utilize lesson plans and instructional materials and strategies consistent with Academic Content Standards and appropriate to the readiness and maturity of the students. Make such materials, including the plan book, seating chart, class list, assigned duties and schedules available to the substitute teacher.
9. Provide daily instruction consistent with assignment utilizing the Academic Content Standards, formative and summative assessments, textbooks, and other appropriate materials.
10. Assist in the development of curriculum for the dual immersion program.
11. Align educational experiences in the classroom that reflect the philosophy and expectations of the dual immersion program.
12. Conduct instruction in target language based on the District's immersion plan.
13. Structure classroom activities to encourage student oral language production and comprehension.
14. Use appropriate technology to provide instruction to students and communicate with students, parents and staff.
15. Work proactively to promote and support bi-literacy and bilingualism throughout the school and district.

### **Other Duties and Responsibilities**

Under the direction of his/her supervisor, the classroom teacher may be assigned to:

1. Administer Federal, State and District assessments in accordance with established guidelines.
2. Collaborate with District offices in distributing and collecting paperwork to facilitate communication and adhere to laws and/or policies.
3. Plan and coordinate the work of paraprofessionals and as requested by the supervisor, participate in the selection of these employees.
4. Research and select books, instructional aids, materials and supplies for his/her classroom, and maintain required inventory records.
5. Supervise students in out-of-classroom activities during the assigned work day.
6. Supervise student teachers, paraprofessionals and parent volunteers when applicable.

### **EDUCATION/CREDENTIALS:**

Bachelor's degree, including all courses to meet credential requirements. Credential(s) to meet the requirement of the assignment as established by state and local governing boards, including a BCLAD credential.

## **DUAL LANGUAGE IMMERSION PROGRAM CLASSROOM TEACHER (GRADES K-8)**

Page 3

### **EXPERIENCE:**

Although teaching experience in a dual language immersion program is recognized as being desirable, successful completion of a dual language immersion student-teaching program will be accepted with above average recommendations from supervisors or other professionals who have observed the teacher's personal characteristics, scholastic attainment and classroom performance.

Knowledge of:

- Oral and written English communication skills.
- Native or native-like oral and written communication skills in the target language.
- Dual immersion program philosophy, research, and pedagogy.
- Interpersonal skills using tact, patience and courtesy.
- Knowledge of student health concerns and necessary emergency procedures such as EpiPen administration, allergy response, etc.

Ability to:

- To teach grade level content in target language with competency.
- Establish and maintain cooperative and effective working relationships with others.
- Maintain confidentiality and use discretion.

### **WORKING CONDITIONS:**

Environment:

- Indoor and outdoor work environment.

Physical Abilities:

- Bending at the waist, kneeling or crouching to assist students.
- Following training, restrain students who become physically aggressive.
- Hearing and speaking clearly to exchange information and make presentations.
- Lifting books, materials and equipment to execute lessons.
- Seeing to read, prepare and review a variety of activities and to monitor student activities.
- Sitting or standing for extended periods of time.
- Walking extended lengths to escort students around campus.

Hazards:

- Potential exposure to communicable diseases and contact with blood and other body fluids.
- Potential exposure to physical injury from aggressive behavior.

BOARD ADOPTED:

BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS Item G.

Agenda Item G.

CLOSED SESSION Item H.

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

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

1. **Conference with Labor Negotiator** (Govt. Code § 54956.8)  
*Purpose: Negotiations*  
*Agency Negotiator: Karl Christensen, Asst. Superintendent*  
*Employee Organization: Classified School Employees Association*
2. **Public Employee Discipline/Dismissal/Release** (Govt. Code § 54957)
3. **Conference with Legal Counsel** (Subdivision (a) of Govt. Code § 54956.9)  
*Anticipated Litigation: One potential case*
4. **Public Employee Performance Evaluation** (Govt. Code § 54957)  
*Superintendent*

RECONVENE TO PUBLIC SESSION Item I.

ADJOURNMENT Item J.