



# 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  
 May 4, 2010**

**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.*

	<u>Page #</u>
<b>A. OPENING PROCEDURES – 7:00 p.m.</b>	<b>6</b>
1. Call to Order and Welcome	
2. District Mission	
3. Pledge of Allegiance	
4. Approval of Agenda	
<b>B. REPORTS AND PRESENTATIONS</b>	<b>7</b>
1. Superintendent's Report	
1.1. Developer Fees Collection Report	8
1.2. Use of Facilities Report	9
1.3. Enrollment Report	10
1.4. Schedule of Upcoming Events	11
1.5. End of the Year Employee Celebration	12
<b>C. PUBLIC COMMUNICATION</b>	<b>13</b>
<i>During this time, citizens are invited to address the Board of Education about any item <u>not</u> on the agenda. Request-to-speak cards should be submitted in advance. The Board may not take action on any item presented. The Board has a policy limiting any speaker to five minutes. All meetings are tape recorded.</i>	
<b>D. CONSENT ITEMS</b>	<b>14</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>	

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

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

## Superintendent

- |   | <u>Page #</u> |
|---|---------------|
| 1.1. <b><u>Approval of Minutes</u></b><br>It is recommended that the Board of Education approve meeting minutes with any necessary modifications.   | 15            |
| 1.2. <b><u>Approval of Professional Leadership Team Agreement for Salary Reduction for the 2010-2011 School Year</u></b><br>It is recommended that the Board of Education approve the Professional Leadership Team agreement to take an approximate 2% salary reduction, as 4 furlough days, for the 2010-2011 school year. | 23            |

## Business Services

- |   |    |
|---|----|
| 2.1. <b><u>Approval/Ratification of Travel Requests</u></b><br>It is recommended that the Board of Education ratify the authorization granted to personnel requesting out-of-district travel as listed in the item.   | 24 |
| 2.2. <b><u>Approval/Ratification of Revolving Cash Report</u></b><br>It is recommended that the Board of Education approve/ratify revolving cash checks as listed in the item.  | 26 |
| 2.3. <b><u>Acceptance of Donations</u></b><br>It is recommended that the Board of Education accept donations listed in the item.  | 28 |
| 2.4. <b><u>Adoption of Resolution #0910-33 Requesting Temporary Transfer of Funds</u></b><br>It is recommended that the Board of Education adopt Resolution #0910-33 requesting temporary transfer of funds for the 2010-11 school year.  | 29 |
| 2.5. <b><u>Approval of Interdistrict Attendance Agreements</u></b><br>It is recommended that the Board of Education approve Interdistrict Attendance Agreements for the 2010-11 school year with 27 neighboring districts.  | 32 |
| 2.6. <b><u>Adoption of Resolutions Authorizing Specific Designated Agents</u></b><br>It is recommended that the Board of Education adopt the following resolutions: <ul style="list-style-type: none"><li>• Resolution #0910-34 - Resolution Designating Authorized Agent to Receive Mail and Pick Up Warrants at the County Office of Education.</li><li>• Resolution #0910-35 - Resolution Designating Authorized Agent to Sign Payroll Payment Order.</li><li>• Resolution #0910-36 - Resolution to Release Credential Held Warrants to Employees</li><li>• Resolution #0910-37 - Designating Authorized Agent to Sign School Orders (Commercial Warrants).</li><li>• Resolution #0910-38 – Resolution Authorizing the Replacement of Warrants</li></ul> | 33 |
| 2.7. <b><u>Authorization to Sell Surplus and/or Dispose of Obsolete Items</u></b><br>It is recommended that the Board of Education authorize the sale and/or disposal of miscellaneous unusable and/or obsolete property.   | 39 |

## Educational Services

- |  |    |
|--|----|
| 3.1. <b><u>Approval of Student Teacher School Affiliation Agreement with University of Phoenix</u></b><br>It is recommended that the Board of Education approve the School Affiliation Agreement with University of Phoenix for teacher education fieldwork. | 40 |
|--|----|

**3.2. Approval to Submit Early Mental Health Initiative Grant for Primary Intervention Program (PIP) and Second Step at PRIDE Academy at Prospect Avenue, Rio Seco and Sycamore Canyon Schools**

It is recommended that the Board of Education approve the submittal of the Early Mental Health Initiative Grant for Primary Intervention Program and Second Step at PRIDE Academy at Prospect Avenue, Rio Seco and Sycamore Canyon Schools.

**3.3. Approval to Apply for Tobacco-Use Prevention Education (TUPE) Funding for Seventh and Eighth Grade Students**

It is recommended that the Board of Education approve the submittal of the Tobacco-Use Prevention Education (TUPE) funding grant application for seventh and eighth grade students.

**Human Resources**

**4.1. Personnel, Regular**

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

**4.2. Approval of Shared Classroom Teaching Assignments for 2010-11**

It is recommended that the Board of Education approve the shared classroom assignments for 2010-11.

**4.3. Adoption of Resolution No. 0910-28, Declaring May 12, 2010 as the Day of the Teacher**

It is recommended that the Board of Education adopt resolution no. 0910-28.

**4.4. Adoption of Resolution No. 0910-29, Declaring May 16-22, 2010 as Classified School Employees Week**

It is recommended that the Board of Education adopt resolution no. 0910-29.

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

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

**Superintendent**

**1.1. Presentation of Board Resolutions to the Santee Teachers Association and the Classified School Employees Association**

The Board of Education will present adopted resolutions to the Santee Teachers Association and the Classified School Employees Association.

**Business Services**

**2.1. Approval of Monthly Financial Report**

It is recommended that the Board of Education approve the Monthly Financial Report for March 2010.

- 2.2. **Adoption of Resolution #0910-42 Authorizing Execution and Delivery of a May 4, 2010 Site Lease Agreement, a Lease Agreement, and a Trust Agreement, Approving a Certificate Purchase Agreement, and Approving and Authorizing Delivery of a Preliminary Official Statement and Final Official Statement With Respect to the Execution, Delivery and Sale of Santee School District Certificates of Participation (2010 Solar Energy Facilities Project), and Authorizing the Execution and Delivery of such Certificates** 64  
It is recommended that the Board of Education adopt Resolution #0910-42 authorizing the necessary agreements and execution of the sale of Certificates of Participate for the 2010 solar energy facilities project.
- 2.3. **Amendment #14 to Lease/Leaseback Agreement with Barnhart to incorporate Construction and Installation of a Photovoltaic System at Hill Creek School** 72  
It is recommended that the Board of Education approve Amendment #14 to Lease/Leaseback Agreement with Barnhart to incorporate construction and installation of a photovoltaic system at Hill Creek School.
- 2.4. **Adoption of Resolution #0910-41 Authorizing Execution of a Joint Exercise of Powers Agreement Related to Energy Conservation Services and Projects** 75  
It is recommended that the Board of Education approve Resolution #0910-41 authorizing execution of a Joint Exercise of Powers Agreement related to energy conservation services and projects.

#### Human Resources

- 3.1 **Adoption of Resolution No. 0910-40 to Layoff Identified Classified Positions** 95  
It is recommended that the Board of Education adopt resolution no. 0910-40.
- 3.2. **Adoption of Resolution No. 0910-45 California Public Employees' Retirement System (CalPERS) Resolution for Classified Non-Management Employees (Supersedes Resolution No. 0910-25)** 97  
It is recommended that the Board of Education adopt resolution no. 0910-45.

#### F. BOARD POLICIES AND BYLAWS 99

##### 1. First Readings

- 1.1. **First Reading: Revised Board Policy 6151, Class Size** 100  
Revised Board Policy 6151, Class Size, is presented to the Board of Education for a first reading. Following any discussion, this policy will return for a second reading and consideration for approval at a future meeting. No action is requested.

##### 2. Second Readings

- 2.1. **Second Reading: Revised BP 5144.1 Suspension And Expulsion/Due Process** 104  
Revised Board Policy 5144.1, Suspension and Expulsion/Due Process, is presented to the Board of Education for a second reading. It is recommended that the Board of Education approve revised BP 5144.1, Suspension and Expulsion/Due Process.

	<u>Page #</u>
<b>G. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS</b>	110
<b>H. CLOSED SESSION</b>	111
1. <b>Conference with Labor Negotiator</b> ( <i>Govt. Code § 54956.8</i> ) <i>Purpose: Negotiations</i> <i>Agency Negotiator: Minnie Malin, Assistant Superintendent, Human Resources</i> <i>Employee Organizations: Santee Teachers Association</i>	
2. <b>Conference with Legal Counsel-Existing Litigation</b> <i>(Subdivision (a) of Gov't Code §54956.9)</i> <i>Case # 37-2009-00083936-CU-CO-CTL</i>	
3. <b>Conference with Legal Counsel-Anticipated Litigation</b> <i>Subdivision (b) of Gov't Code §54956.9</i>	
4. <b>Public Employee Performance Evaluation</b> <i>Superintendent</i>	
<b>I. RECONVENE TO PUBLIC SESSION</b>	111
<b>J. ADJOURNMENT</b>	111

**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 18, 2010, 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:

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

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 May 4, 2010 regular meeting

Agenda Item A.

Reports and Presentations Item B.1. Superintendent's Report  
Prepared by Dr. Patrick Shaw  
May 4, 2010

The following items are presented for Board information:

- 1.1. Developer Fees Collection Report
- 1.2. Use of Facilities Report
- 1.3. Enrollment Report
- 1.4. Schedule of Upcoming Events
- 1.5. End of Year Employee Celebration

Agenda Item B.

**DEVELOPER FEES COLLECTION REPORT**

**2009-10**

**CUMULATIVE THROUGH APRIL 23, 2010**

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

Commercial Rate: \$.29 per square foot - effective 4/20/10 (no change since 6/18/08)

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

COM	RES	ADDRESS	DATE OF COLLECT.	SQUARE FEET	AMOUNT	SCHOOL OF ATTENDANCE
X		9735 HALBERNS BLVD. (CARLTON HILLS EVANGELICAL LUTHERAN CHURCH)	07/20/09	192	\$0.00	
X		1840 JOE CROSSIN DRIVE	07/24/09	2,938	\$852.02	PD
X		8871 FANITA DRIVE (DEMO'D 1800 SQ. FEET)	08/10/09	1,276	\$0.00	
	X	9564 ABBEYFIELD ROAD	08/31/09	769	\$2,576.15	RS
	X	31 SANTEE, L.P. (MISSION VIEW ESTATES)	09/10/09	17,823	\$59,707.05	CFH
	X	31 SANTEE, L.P. (MISSION VIEW ESTATES)	09/23/09	14,931	\$50,018.85	CFH
	X	31 SANTEE, L.P. (MISSION VIEW ESTATES)	09/23/09	471	\$1,577.85	CFH
	X	STANDARD PACIFIC (RIVERWALK)	10/01/09	99,989	\$262,971.07	RS
X		1518 MAGNOLIA AVE. (ARCO AM/PM-CARWASH)	10/08/09	1,010	\$0.00	PD
	X	10456 2ND STREET	10/20/09	948	\$3,175.80	HC
	X	9215 HOLMBY	10/22/09	1,052	\$3,524.20	SC
	X	1320 WENATCHEE AVE.	11/30/09	1,110	\$3,718.50	PD
	X	9300 NORTHRIDGE PL.	11/30/09	1,222	\$4,093.70	PA
	X	31 SANTEE, L.P. (MISSION VIEW ESTATES)	12/17/09	18,084	\$60,581.40	CFH
	X	LENNAR (SKY RANCH)	02/02/10	161,241	\$424,063.83	PD
	X	10041 TIMBERLANE WAY	02/09/10	815	\$2,730.25	RS
X		8710 RAILROAD AVE. (AMERICAN SHEET METAL)	02/17/10	2,472	\$395.52	PA
	X	9103 CANYON PARK TERRACE	04/20/10	550	\$1,842.50	PD
	X	9910 BILTEER DRIVE	04/21/10	570	\$1,972.20	RS
	X	FANITA 48, L.P. (8616 THRU 8630 FANITA DRIVE)	04/26/10	48,852	\$169,027.92	PA
	X	FANITA 48, L.P. (8616 FANITA DRIVE )	04/26/10	1,823	\$6,307.58	PA
<b>TOTAL PAGE 1</b>					<b>\$1,059,136.39</b>	
<b>TOTAL COLLECTED AS OF APRIL 23, 2009</b>					<b>\$1,074,307.37</b>	

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

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

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



<b>Requests For Use Of Facilities - May 4, 2010</b>						
<b>Group</b>	<b>Location</b>	<b>Date</b>	<b>Days</b>	<b>Time</b>	<b>Attendance</b>	<b>Fees Applied</b>
<b>Cajon Park</b> Girl Scouts Heartlight Aerobics	Multipurpose Room Outside	4/23/10 4/26/10 - 6/14/10	Friday Monday	3:50 pm - 6:00 pm 1:40 pm - 2:40 pm	25 - 30	
<b>Carlton Hills</b> Girl Scouts Hot Spurs (Soccer Practice)	Multipurpose Room Field	5/10/10 & 6/14/10 4/20/10 - 9/30/10	Monday Tues & Thurs	5:30 pm - 7:30 pm 4:00 pm - 8:00 pm	20 25	
<b>Hill Creek</b> Heartlight Aerobics	Outside	4/29/10 - 6/10/10	Thursday	1:40 pm - 2:30 pm	10 - 20	
<b>Prospect Avenue</b> Heartlight Aerobics	Outside	4/28/10 - 6/9/10	Wednesday	2:00 pm - 2:00 pm	10 - 20	
<b>Sycamore Canyon</b> PTA Mother/Daughter Event	Multipurpose Room	5/1/10	Saturday	4:30 pm - 8:30 pm	150	\$30.25/hr Cust Fee

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

**Santee School District  
ENROLLMENT REPORT  
4/30/2010  
Month 8 Week 4**

SCHOOL	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	04/30/10	05/01/09	# Diff	% Diff	04/30/10	05/01/09	# Diff SDC	% Diff SDC	Prior Week		
										Total Reg	Total Reg			SDC	SDC			4/30/10 Total All	4/23/10 Total All	Total Diff
Cajon Park	103	106	106	106	108	106	100	130	102	967	938	29	3.1%	37	32	5	15.6%	1004	1004	0
Carlton Hills	39	33	42	45	34	52	53	90	98	486	527	-41	-7.8%	42	39	3	7.7%	528	533	-5
Carlton Oaks	74	75	67	74	96	98	103	101	122	810	814	-4	-0.5%	44	38	6	15.8%	854	854	0
Chet F. Harritt	62	86	61	65	62	60	69	66	56	587	648	-61	-9.4%	10	26	-16	-61.5%	597	596	1
Hill Creek	90	86	84	86	80	87	82	63	89	747	808	-61	-7.5%	22	28	-6	-21.4%	769	772	-3
Pepper Drive	82	68	77	74	76	75	88	81	81	702	708	-6	-0.8%	10	12	-2	-16.7%	712	716	-4
Prospect	61	55	55	52	50	62	65	42	46	488	471	17	3.6%	13	18	-5	-27.8%	501	501	0
Rio Seco	107	107	95	93	93	106	92	86	102	881	815	66	8.1%	24	23	1	4.3%	905	906	-1
Sycamore Canyon	50	48	55	36	48	46	46	0	0	329	300	29	9.7%	30	23	7	30.4%	359	359	0
<b>SUBTOTAL</b>	668	664	642	631	647	692	698	659	696	5997	6029	-32	-0.5%	232	239	-7	-2.9%	6229	6,241	-12
Alternative School	1	4	4	3	5	9	7	3	5	41	50	-9	-18.0%					41	41	0
Success Academy							1	1	9	11	12	-1	-8.3%					11	9	2
NPS										0	0			5	3	2	66.7%	5	5	0
EAK**	139									139	106	33	31.1%					139	139	0
<b>SUBTOTAL</b>	140	4	4	3	5	9	8	4	14	191	168	23	13.7%					196	194	2
<b>TOTAL</b>	<b>808</b>	<b>668</b>	<b>646</b>	<b>634</b>	<b>652</b>	<b>701</b>	<b>706</b>	<b>663</b>	<b>710</b>	<b>6188</b>	<b>6,197</b>	<b>-9</b>	<b>-0.1%</b>					<b>6425</b>	<b>6,435</b>	<b>-10</b>

\*\*excluding 4 year olds for '09 and '10

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

	PK	
Cajon Park	2	1006
Chet F Harritt	1	598
Hill Creek	12	781
Prospect	18	519
Sycamore Canyon	14	373
<b>Total PK</b>	<b>47</b>	

<b>Total Enrollment Including PK &amp; EAK</b>
<b>6472</b>

EAK 4YO 0

# Schedule of Events

<i>Date</i>	<i>Event</i>
May 5	ICOC Meeting District Office 6:00 p.m.
May 12	Day of the Teacher
May 13	Biliteracy Symposium La Jolla Marriott 4:00-7:00 p.m.
May 18	Board Meeting 7:00 p.m.
May 19	Classified Employee Luncheon District Office Patio 10:30 a.m. to 2:00 p.m,
May 20	Classroom of the Future Foundation Innovation in Education Awards 5:00 p.m. at USD
May 25	Employee Awards Night 6:30 Reception 7:00 Awards Carlton Oaks School Multipurpose Room
May 31	Memorial Day Holiday Schools and Departments Closed
June 1	Board Meeting 7:00 p.m.
June 2 June 3	EL Spring Celebration Educational Resource Center 6:00 p.m.
June 4	California Distinguished Schools Award Ceremony
June 10	Employee Year End Celebration Downtown Café-El Cajon 4:00-6:00 p.m.
June 15	Board Meeting 7:00 p.m.
June 22-24	Eight Grade Promotion Ceremonies
June 24	Last Day of School for Students (Minimum Day)
June 29	Foundation Golf Classic

Reports and Presentations B.1.5.  
Prepared by Minnie Malin  
May 4, 2010

## End of the Year Employee Celebration

### **BACKGROUND:**

Board Members and Executive Council traditionally honor all employees by hosting an end of the year celebration. On June 10, 2010 from 4:00 pm to 6:00 pm, the District plans to celebrate our employees by providing a fun-filled afternoon / evening at the Downtown Café in El Cajon. The patio will be reserved for employees to come and go as they please while they enjoy an appetizer buffet.

This event is made possible by the generous donations from community partners and a special invitation is extended to all Board Members.

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

Agenda Item B.1.5.

## PUBLIC COMMUNICATION Item C

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

Agenda Item C.

CONSENT ITEMS Item D.

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

Consent Item D.1.1. Approval of Minutes  
Prepared by Dr. Patrick Shaw  
May 4, 2010

**BACKGROUND:**

Presented for Board approval –

- April 20, 2010, regular meeting minutes

**RECOMMENDATION:**

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

Motion:

Second:

Vote:

Item D.1.1.

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

**MINUTES**

April 20, 2010

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

**A. OPENING PROCEDURES**

1. Call to Order and Welcome  
President Burns called the meeting to order at 7:01 p.m. and read the District Mission Statement.  
Members present:  
Dustin Burns, President  
Barbara Ryan, Vice President  
Allen Carlisle, Clerk  
Dan Bartholomew, Member  
Dianne ElHajj, Member  
Administration present:  
Dr. Patrick Shaw, Superintendent and Secretary to the Board  
Karl Christensen, Assistant Superintendent, Business Services  
Minnie Malin, Assistant Superintendent, Human Resources  
Linda Vail, Executive Assistant and Recording Secretary
2. President Burns invited Dr. Stephanie Pierce, Director of Curriculum, to lead the members, staff and audience in the Pledge of Allegiance.
3. Approval of Agenda  
It was moved and seconded to approve the agenda.  
**Motion: Ryan Second: El-Hajj Vote: 5-0**

**B. REPORTS AND PRESENTATIONS**

**1. Superintendent's Report**

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

**2. Spotlight on Education: Program for Students with Visual Impairments**

Hope Michel, Director of Special Education, shared the history and current highlights of the Visually Impaired program housed at Carlton Oaks School. This year the program is serving 56 children in the East County SELPA through an itinerant program. Santee hosts a VI program that has an excellent reputation for the services it provides to children. She said it was a great honor to have the Board learn more about the program and recognize the efforts of the eight VI staff members:

Tom Abbott, Teacher	Mary Lautenbach, Braille Transcriber
Jenne Petree, Teacher	Tracey Thompson, Orientation and Mobility Specialist
Calleen Gaier, Instructional Assistant	Karen Correia, Instructional Assistant
Tammy Arevalo, Instructional Assistant	Kris Gilbert, Instructional Assistant

Certificates of appreciation were presented to the VI staff members by President Burns. President Burns said this is a program in our District that is not well known but his family sees the life changing work the staff does on a daily basis. He appreciates the very hard work in the VI program.

**3. Independent Citizen's Oversight Committee Annual Report**

Beth Selbe, a member of the Independent Citizen's Oversight Committee, presented the second annual report on Prop R. The committee's primary purpose is to inform the public at least annually in a written report regarding the expenditure of the Bond proceeds. Mrs. Selbe said that although there is not a lot going on at this time, the committee would like to thank the Board for their continued support. She also thanked Christina Becker and Nancy Stasch, district facilities staff, for their help and response to any committee questions or needs. The written report was presented and will be available for the public. Mrs. Selbe said the report was put together to allow anyone in the community to pick it up and have a clear understanding of what is going on.



Member El-Hall said, as a Board representative to the committee, this has been a great group of community members to work with. They are very child centered and care about the facilities for students. Member Bartholomew said the report from the committee was wonderful. President Burns thanked Mrs. Selbe for presenting the report.

**C. PUBLIC COMMUNICATION**

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

**D. PUBLIC HEARINGS**

**1. Tentative Agreement between Santee School District Board of Education and California School Employees Association for a Retirement Incentive for the 2009-2010 School Year.**

President Burns opened the public hearing on the Tentative Agreement between Santee School District Board of Education and California School Employees Association for a Retirement Incentive for the 2009-2010 School Year. With no comments from the audience, the public hearing was closed.

**2. Proposed Increase in Developer Fees**

President Burns opened the public hearing on the Proposed Increase in Developer Fees. With no comments from the audience, the public hearing was closed.

**3. Proposed Submittal of General Waiver Request for Deferral of Principal Apportionment Payments 2009-10**

President Burns opened the public hearing on the Proposed Submittal of General Waiver Request for Deferral of Principal Apportionment Payments 2009-10. With no comments from the audience, the public hearing was closed.

**E. CONSENT ITEMS**

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

**1.1. Approval of Minutes**

**2.1. Approval/Ratification of Travel Requests**

**2.2. Approval/Ratification of Expenditure Warrants**

**2.3. Approval/Ratification of Purchase Orders.**

**2.4. Approval/Ratification of Revolving Cash Report**

**2.5. Acceptance of Donations**

**2.6. Approval of Uniform Complaint Quarterly Report Required by the Williams Settlement**

**3.1. Ratification/Approval of Change Order #1, Chet F. Harritt Ball Field Project – Additional Costs**

**3.2. Acceptance of 2008-09 Bond Audit**

**4.1. Approval of Comprehensive School Safety Plans**

**4.2. Approval of Annual Application to Renew Funding to Support the Current English Language Acquisition Program (ELAP) for 2010-11**

**4.3. *Pulled for separate consideration.***

**4.4. Approval of Contracts for Nonpublic, Nonsectarian School/Agency Services and Individual Services Agreements for Nonpublic, Nonsectarian School/Agency Services**

**5.1. Personnel, Regular**

**5.2. Adoption of Resolution No. 0910-25 California Public Employees' Retirement System (CalPERS) Resolution for Classified Non-Management Employees**

**5.3. *Pulled for separate consideration.***

**5.4. *Pulled for separate consideration.***

**5.5. Approval of Resolution No. 0910-26 to Rescind Layoff Notices for Certain Certificated Services**

**5.6. Approval of Revised Calendar for 2010-2011 School Year**

**5.7. Adoption of Resolution No. 0910-27 to Layoff and/or Reduce Work Hours for Identified Classified Positions**

**5.8. Approval of Revisions to the Certificated Non-Management Evaluation Procedures**

It was moved and seconded to approve Consent Items with the exception of Items E.4.3., E.5.3., and E.5.4., which were pulled for separate consideration.

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

**4.3. Approval to Increase YALE Preschool Fees (*Pulled by President Burns for separate consideration*)**

President Burns said he believes the perception is that the preschool rates are being raised to offset start up costs at Hill Creek. Hope Baker shared that at the beginning of the pilot program, direct costs were not being charged, now they will be

paying them which will need to be covered by fees. The increase is only for part time programs and is a difference of \$ .50 to \$1.00 per day. Full time rates will not change and all rates remain competitive with other programs. President Burns does not like the perception that because we are expanding to another school site the rates need to be raised for everyone. Member Ryan said she did not believe administration made a really good case to support the increase. Member Carlisle moved to approve the increase in YALE preschool fees.

**Motion:** Carlisle      **Second:** Bartholomew      **Vote:** 4-1 (Burns, no)

**5.3. Ratification of Employer-Employee Collective Bargaining Agreement with California School Employees Association (Pulled by Member Ryan for separate consideration)**

Member Ryan thanked the two employee associations for making salary concessions. She knows it is a personal sacrifice and the support of the employees is greatly appreciated. President Burns said the Board wishes to thank the bargaining units for working collaboratively for what is best for kids.

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

**5.4. Ratification of Employer-Employee Collective Bargaining Agreement with Santee Teachers Association (Pulled by Member Ryan for separate consideration)**

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

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

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

**1.1. Cloud Computing**

Dr. Shaw reported he has been working with Bernard Yeo, Director of Technology, to investigate bringing Cloud Computing to Santee for students. A "Cloud" provides students anytime, anywhere access to their work and the software that they use at school. It is an investment for the future and the plan is to have it grow to include more software. Dr. Shaw believes a stronger home school connection will be built by having access through the "Cloud."

Another reason to consider contracting for the "Cloud" at this time is the technology department is at a crossroads with the current Citrix server. The department has not been providing the needed maintenance due to cost savings. Only 15 of the 22 servers are currently working. It would cost \$45,000 to \$49,000 to upgrade the Citrix system to provide adequate service to schools. Moving to the Cloud would help alleviate the additional strain on the current servers while moving into a system that has potential to expand with software that is current and relevant in the present learning environment.

Administration investigated developing a "Cloud" in the District at a cost of \$45 per student. Another option investigated was joining the County Office of Education's Cloud at a cost of approximately \$10 per student. The cost difference makes joining the County the most feasible at this time.

Dr. Shaw said there was great consideration about how to fund the Cloud. No general fund dollars or restricted dollars that could be used to ease the general fund could be used. He worked with Administration to develop funding sources for two years that are from restricted funds that have special parameters. The funding sources for the first two years would include funding by the AARR stimulus funds, web locker fees transferred (Schools could use a Foundation grant to not burden the school sites.), Project SAFE, 21<sup>st</sup> century grant funds, ASES, QZAB carry over, Microsoft voucher, and Child Nutrition. A complete list of funding is outlined in the Board item.

Administration recommends moving forward with Cloud computing for the students in Santee School District. Member Carlisle asked the difference between the Cloud and Thin Clients. Mr. Yeo said with the Cloud the District would host their storage of information. A student cannot use a Thin Client at home because it must hook up to the local server, but as long as a student has access to the Internet they could access the Cloud. The County would host the transaction portion and they broker the services. The District hosts the storage and the application. Application upgrades would be handled locally.

Member Ryan asked about the Citrix System and said her employer uses Citrix and she can get to her work desktop at home. Mr. Yeo said we would have to upgrade our Citrix System to have that option available. Citrix is also not multi-media friendly where the Cloud is.

Member El-Hajj said she has a Mac and asked if there will be access problems for people that may have other computer systems. Mr. Yeo said access only requires a web browser and is not application specific. If your computer can browse, you can open the desktop. The Cloud can be accessed from a PC, MAC and even an I Touch.

Member Bartholomew does not see this as a luxury. Public schools always seem behind the times. It is a necessity for kids who are running about with electronic medium and it would be nice if they had access to information like they do music, etc.

President Burns said he would abstain from voting on this item because the contract is with his employer. He requested Dr. Shaw work with Mr. Yeo to update district policies as needed to cover the use of the Cloud. Dr. Shaw said the process has already begun. President Burns asked if the Cloud is secure. Dr. Shaw said when the students access the Cloud outside of

the District the District's filters are not there. It will be necessary to share information with parents about security programs that are available to use when accessing the Cloud outside the District.

Member El-Hajj asked if a student's home filtering software would filter use on the Cloud and if a student saved something inappropriate on the Cloud at home if it would be accessible at school. Dr. Shaw said home security would filter activity at home but a student could save something and have it accessible at school. That is where District policy would come in. We need to teach what is appropriate and what is not. Member Ryan said this would need to be monitored carefully.

Member El-Hajj moved to approve the Cloud Computing contract with the County Office of Education, with no funding from the general fund.

**Motion: El-Hajj Second: Bartholomew Vote: 4-0 (Burns, abstained)**

## **2.1. Adoption of Resolution #0910-30 to Issue Tax Revenue Anticipation Notes for the 2010-11 Fiscal Year**

Karl Christensen said there will be a need for additional cash in 2011 because we no longer have stimulus dollars. A Tax Revenue Anticipation Note (TRANS) is available to assist the District through the cash flow shortfall. The purpose of the TRANS is to increase available cash balances which provide operating funds to cover cash shortfalls. Cash shortfalls arise due to the timing differential of monthly cash receipts and disbursements throughout the fiscal year. Adopting Resolution #0910-30 authorizes the issuance the 2010 TRANS in an amount not to exceed \$15,000,000 with a maturity not exceeding 12 months.

Member Bartholomew moved to adopt Resolution #0910-30 authorizing the issuance of tax and revenue anticipation notes (TRANS) for the 2010-11 fiscal year in an amount not to exceed \$15,000,000.

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

## **2.2. Approval of Design and Authorization to Initiate Hill Creek Solar Project**

Karl Christensen shared that in October 2009, the District was awarded authorization under the American Recovery and Reinvestment Act to issue Clean Renewable Energy Bonds ("CREBs") for 15 separate applications totaling over \$20 million. These bonds must be issued within 3 years of the date of the award (October 27, 2012) and the proceeds must be spent within 3 years of issuance.

At the December 15, 2009 meeting, the Board approved a conceptual plan to install Solar Shade Structures at Hill Creek using CREBs as a financing mechanism. In accordance with that plan, Barnhart, Trittip, and Baker Electric began working together to develop plans for a photovoltaic system mounted on shade structures that would fit within the Districts financial parameters. At the March 2, 2010 meeting, the project presented was too financially risky to proceed. However, the contractor asked for some additional time to attempt to lower the cost per watt.

Since the March 2<sup>nd</sup> Board meeting, favorable changes have occurred in both the construction and financing arena, and the contractor has worked to develop a product within the parameters of the District, making the project more financially viable at this time.

A project like this has an inherent financial risk because we are using only known assumptions. The goal is not to provide a forecast but contain and mitigate as much of the risk as possible. Since we are only doing one site, Administration believes the risk is minimal.

Two design options that are financially feasible were presented. One design was comprised of two very large 200' shade structures in the DG field area at the back of the school and one 80' long shade structure on the east side of the future LRC building. This design does not provide daily use for shade by the school and provided the least cash flow risk. A second option provided more functionality and visual appeal by using 10 separate shade structures placed around the classroom buildings at the east and south sides of the school. This option contains some financial risk, albeit small, since projections indicate that with fairly conservative variables, the cumulative net present value of cash flows may go negative by about \$18,000 in the last year of the CREBs debt service period (15 years).

Mr. Christensen thanked the construction team, Barnhart, Trittip, and Baker Electric, for working diligently to find a solution for Santee, and Stone and Youngberg, who provided invaluable advice for this effort. Administration recommended the second option because although there is a little more financial risk than the first design, the risk is small and is balanced with aesthetic appeal and functionality. The timing is right to move forward because of low construction costs, high performance incentives, and authorization for CREBs. However, the performance incentives will be expiring soon and if an extension is not granted, it would not be financially feasible to move forward.

Member Carlisle asked if the recommended option includes replacement of the inverters and maintenance. Mr. Christensen said a 20 year warranty for the inverters is included in this project. Member Carlisle asked about the analysis of the maintenance and if other school districts have been contacted about damages. Mr. Christensen said the maintenance costs recommended by the electrical contractor were built into the costs. He has not spoken with other school districts to get information about costs incurred by damage but he will investigate.



Member Carlisle moved to accept the updated GASB 45 Actuarial Valuation of Other Post Employment Retirement Benefits for use in Financial Statements. He also said that as soon as we can afford to, it would be prudent to have a funding plan in place.

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

**2.5. Approval to Submit General Waiver Request for Deferral of Principal Apportionment Payments for 2009-10**

Member Ryan moved to approve the submittal of a Waiver Request for Deferral of Principal Apportionment payments for 2009-10.

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

**2.6. Approval/Acceptance of SFNA Report and Adoption of Resolution #0910-32 of Alternative Fees**

Mr. Christensen reported each year a school facilities analysis is conducted. The April 2010 School Facilities Needs Analysis (SFNA) has determined the school facilities and educational programs of the District are seriously impacted by the increasing student population caused by new residential development within the boundaries of the District, and indicates that alternative fees are justified per Senate Bill 50 and asked the Board to adopt the slight increase in fees.

Member Carlisle asked if there is a difference in level 1 and level 2 fees in construction. Mr. Christensen said only in residential. Member El-Hajj said she does not like to increase fees if it is not absolutely needed. She does not support an increase in fees at this time.

Member Ryan moved to accept the updated School Facilities Needs Analysis and adopt Resolution #0910-32 to increase school facility fees in accordance with Government Code sections 65995.5, 65995.6 and 65995.7 for a one year term per SB 50.

**Motion: Ryan Second: Burns Vote: 4-1 (El-Hajj, no)**

**3.1. Employee Recognition for Day of the Teacher and Classified School Employee Week**

Mrs. Malin reported the Board and Executive Council traditionally honor teachers and classified employees with a small token gift on the day of the teacher and during classified employee week. This year Administration recommends that a gift not be purchased because of the current economic woes of school districts. Mrs. Malin requested the Board have a discussion about how they would like to recognize teachers and classified employees. It was mentioned that last year not all employees appreciated the small gift. There will always be a segment of the population that will put a negative spin on whatever gift may be chosen. Board members asked if Child Nutrition Services could donate purchased cookies to be delivered to employees at their sites. Providing cookies and a note from the Board and Executive Council as recognition was the consensus of all Board members.

**H. BOARD COMMUNICATION**

President Burns asked if there were any agenda topics to take to the City/Board joint committee meeting on May 10<sup>th</sup>. Items suggested were an update on the ball field at Chet F. Harritt, discussing service announcements on our Cloud, and an update on vacant District property.

Member Ryan is not able to attend CSBA's Honoring Our Own awards dinner. Member Bartholomew and Dr. Shaw will attend to represent the District.

Dr. Shaw shared the program for the final ELDA speaker, Dr. Milton Chen, and asked if any Board members would like to attend. Anyone interested will contact Linda.

Member Ryan will try to attend the County Office Census 2010 workshop and report back to the Board.

Dr. Shaw reported the Classroom of the Future Foundation Awards is May 20<sup>th</sup>. PRIDE Academy at Prospect Avenue is receiving the Inspiration Award. Member Bartholomew will attend with Administration and PRIDE Academy staff.

On behalf of the Board, President Burns offered congratulations to Pepper Drive School for being recognized as a California Distinguished School. President Burns will accompany Administration and Pepper Drive staff to the awards banquet on June 4, 2010.

President Burns announced the scheduled meeting with the principals for 6:00 p.m. had been cancelled.

**I. CLOSED SESSION**

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

**1. Conference with Labor Negotiator (Govt. Code § 54956.8)**

*Purpose: Negotiations*

*Agency Negotiator: Minnie Malin, Asst. Superintendent, Human Resources*

*Employee Organizations: Santee Teachers Association*

*Classified School Employees Association*

2. **Conference with Real Property Negotiator (Gov't Code § 54956.8)**  
*Property: Renzulli Site*  
*Location: Prospect Avenue-east of Marrokal Lane, Santee 92071*  
*Agency Negotiator: Karl Christensen, Asst. Superintendent, Business Services*  
*Purpose: Price and Terms*
3. **Conference with Real Property Negotiator (Gov't Code § 54956.8)**  
*Property: Former Santee School Site*  
*Location: 10445 Mission Gorge Road, Santee 92071*  
*Agency Negotiator: Karl Christensen, Asst. Superintendent, Business Services*  
*Purpose: Price and Terms*

The Board entered closed session at 8:56 p.m.

- J. **RECONVENE TO PUBLIC SESSION**  
The Board reconvened to public session at 9:55 p.m. No action was reported.
- K. **ADJOURNMENT**  
The April 20, 2010 regular meeting adjourned at 9:55 p.m.

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Allen Carlisle, Clerk

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Dr. Patrick Shaw, Secretary

Consent Item E.1.2.

Approval of Professional Leadership Team Agreement  
for Salary Reduction for the 2010-2011 School Year

Prepared by Dr. Patrick Shaw  
May 4, 2010

**BACKGROUND:**

Santee's Professional Leadership Team met and discussed the continued condition of the District's budget and what they as leaders could do to help Santee in this time of need.

The Santee School District has always been a close-knit community and the Professional Leadership Team would like to continue to show their support to the students, community, staffs and School Board.

In keeping with what is in the "best interest" for all students and understanding that students are one of the most important components of the District the Professional Leadership Team met and made the decision to voluntarily reduce their salaries by approximately two percent (2%) by taking four (4) furlough days during the 2010-2011 school year.

**RECOMMENDATION:**

Administration recommends that the Board approve this approximate 2% reduction in compensation as 4 furlough days for the Professional Leadership Team for the 2010-2011 school year.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

It is estimated that the approximate two percent (2%) reduction in salary, or 4 furlough days, will save the District approximately \$72,931 in the 2010-2011 school year.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item D.1.2.

Consent Item D.2.1. Approval/Ratification of Travel Requests  
Prepared by Karl Christensen  
May 4, 2010

**BACKGROUND:**

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

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

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

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

**RECOMMENDATION:**

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

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

The estimated travel expenses are \$1,037, as disclosed on the following page.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item D.2.1.
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Board Travel Report - April 20, 2010									
Travel Dates	Attendees	Site or Dept	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Overnight, Out-of-State, Air Travel	
NONE									
<b>Travel Requests (overnight, out-of-county, and/or air travel) Submitted for Board Approval</b>									
Tuesday,	03/23/10	Lori Zurmuhle	CFH	Co-Teaching That Works	Anaheim	\$0	\$199	School/Library Improvement	This workshop provided instructional strategies for working together in today's classroom.
	04/15/10	Meredith Riffel Sara Thomas Carter	Collaborative CH/CO	Early Mental Health Initiative Informational Meeting	Burbank	\$0 \$0	\$151 \$151	Counseling Grant Counseling Grant	Attendance at the EMHI meeting is a grant requirement. This meeting will provide information on early mental health.
Fri-Wed,	06/25/10 - 06/30/10	Laura Spencer	Ed Services	International Society for Technology in Education 2010 Conference	Denver	\$0	\$299 \$237	Instructional Technology Microsoft Voucher	Ms. Spencer will be presenting a workshop on Digital Storytelling, and learning new ways to engage students with technology. *Microsoft Settlement Voucher Reimbursement will fund \$237.

Consent Item D.2.2. Approval/Ratification of Revolving Cash Report  
Prepared by Karl Christensen  
May 4, 2010

**BACKGROUND:**

The Revolving Cash Fund of \$5,000 is used to pay bills which amount to \$200 or less. The process results in prompt payment to vendors and saves costs of 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 #22050 through #22066 on the \$5,000 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 \$2,571.44 as disclosed on the following report.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

<b>Date</b>	<b>Number</b>	<b>Name</b>	<b>Memo</b>	<b>Amount</b>
04/12/10	22050	ADRIENNE JONES	REFUND- PROJECT SAFE	\$103.00
04/15/10	22051	CAROL BARR	REIMBURSEMENT- MILEAGE	\$108.80
04/15/10	22052	STACIE BARTFIELD	REIMBURSEMENT- CLASSROOM SUPPLIES	\$226.92
04/15/10	22053	DEBORAH BUTCHER	REIMBURSEMENT- MILEAGE	\$48.35
04/15/10	22054	KERA HARKINS	REIMBURSEMENT- TRAVEL	\$38.28
04/15/10	22055	KATHRYN HICKS	REFUND- 6TH GRADE CAMP	\$261.00
04/15/10	22056	DINORA MC COY	REIMBURSEMENT- MILEAGE	\$81.80
04/15/10	22057	LILAH ONNERS	REIMBURSEMENT- CLASSROOM SUPPLIES	\$120.36
04/15/10	22058	TAMMY REES	REIMBURSEMENT- CLASSROOM SUPPLIES	\$58.95
04/15/10	22059	LORIE SCHMITZ	REIMBURSEMENT- MILEAGE	\$48.30
04/15/10	22060	VALERIE SPENCER	REIMBURSEMENT- CLASSROOM SUPPLIES	\$78.41
04/15/10	22061	MICHELLE THOMPSON	REIMBURSEMENT- MILEAGE	\$50.05
04/15/10	22062	PAULINA VAN SCOY	REIMBURSEMENT- TRAVEL	\$103.60
04/20/10	22063	AMTRAK	FIELD TRIP- SYCAMORE CANYON 04-29-2010	\$610.00
04/20/10	22064	SANDRA GARCIA	REIMBURSEMENT- STONE BENCHES AT CARLTON OAKS	\$228.28
04/21/10	22065	MEREDITH RIFFEL	REIMBURSEMENT- TRAVEL	\$267.05
04/21/10	22066	VONS	LORENE FOSTER CHILDREN'S FUND	\$125.00
<b>Total Checks Written</b>				<b>\$2,558.15</b>
<b>QUARTERLY BANK CHARGE</b>				<b>13.29</b>
<b>Total to be Reimbursed</b>				<b>\$2,571.44</b>

Consent Item D.2.3 Acceptance of Donations  
 Prepared by Karl Christensen  
 May 4, 2010

**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 donation has been offered to the District:

<i>Item</i>	<i>Approximate Value</i>	<i>Donated By</i>	<i>Designated For Use At</i>
Funds to Support the Instructional Program and Supplement Classroom Supplies	\$129.14	United Way of San Diego County (employee donation designations)	Rio Seco Chet F. Harritt Cajon Park
<b>TOTAL DONATIONS RECEIVED</b>	\$129.14		

**RECOMMENDATION:**

Administration recommends acceptance of the donation listed above for the District.

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 \$129.14.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Resolution #0910-33 provides for the temporary transfer of funds by the County Treasurer to the District's account as a tax anticipation loan if and when such a transfer is needed to meet district financial obligations.

The District receives a considerable amount of State apportionment which is scheduled for distribution at the end of each month. There have been times the apportionment has not been received by the last day. If this happens during a period when cash on hand is insufficient to meet a payroll, it could present a problem. Approval of this resolution will provide the flexibility to avoid cash flow problems. This is an annual concern and occurrence.

**RECOMMENDATION:**

Administration recommends adoption of Resolution #0910-33 requesting temporary transfer of funds for the 2010-11 school year.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

If directed by the Board of Supervisors, funds will be transferred to the District by the Treasurer of the County of San Diego in sums as requested by the District Superintendent and certified by her to be necessary to provide funds for meeting the obligations incurred for maintenance purposes by the District not to exceed the maximum amount specified in the following resolution.

**STUDENT ACHIEVEMENT IMPACT:**

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

						Agenda Item D.2.4.
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RESOLUTION #0910-33

RESOLUTION OF GOVERNING BOARD OF  
SANTEE SCHOOL DISTRICT REQUESTING  
TEMPORARY TRANSFER OF FUNDS

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

WHEREAS, the California Constitution, Article XVI, Section 6 and Education Code section 42620 or 85220 provide that the Treasurer of the County shall have the power and it shall be his duty to make such temporary transfer from the funds in his custody as may be necessary to provide funds fund meeting the obligations incurred for maintenance purposes by any district whose funds are in his custody and are paid out solely through his office; such temporary transfer of funds shall be made only upon resolution adopted by the governing board of the County to make such temporary transfer; such temporary transfer of funds shall not exceed 85% of taxes accruing to the district, shall not be made prior to the first day of the fiscal year nor after the last Monday in April of the current fiscal year, and shall be replaced from the taxes accruing to such district before any other obligation of the district is met from such taxes; and

WHEREAS, on June 15, 2010, the Board of Education will adopt a final budget.

For this District for the fiscal year 2010-11 pursuant to the provisions of the Education Code sections 42127 or 70901, and taxes accruing to the district for said fiscal year are estimated to be \$9,654,693; and

WHEREAS, taxes accrued to the District during the 2009-10 fiscal year were \$10,015,038; and

WHEREAS, it is necessary to provide funds for meeting obligations incurred for maintenance purposes by this District; AND NOW THEREFORE

IT IS RESOLVED AND ORDERED pursuant to the provisions of the California Constitution, Article XVI, Section 6, and Education Code section 42620 or 85220 as follows:

1. The Board of Supervisors of the County of San Diego is requested to direct the Treasurer of the County of San Diego to make a temporary transfer from the funds in his custody to this District during the 2010-11 fiscal year to meet obligations incurred for maintenance purposes in the amount of:
  - a) \$1,641,297 for the period from July 1 until August 31 not to exceed 17% of the authorized limit.
  - b) \$8,206,489 after August 31 but not exceed a total of 85% of taxes accruing to the District. This amount represents the total available temporary

transfer approved by the governing board for the 2010-11 fiscal year inclusive of the 17% shown in (a) above.

2. If directed by the Board of Supervisors, funds will be transferred to this District by the Treasurer of the County of San Diego in sums as requested by the District Superintendent and certified by him/her to be necessary to provide funds for meeting the obligations incurred for maintenance purposes by the district not to exceed the maximum amount herein specified, provided the Treasurer determines that funds in his custody are available for such transfers.
3. The Clerk/Secretary of this Board is directed to file a copy of this resolution with the Board of Supervisors, the County Superintendent of Schools, the County Auditor and Controller, and the County Treasurer-Tax Collector.

PASSED AND ADOPTED by the Board of Education of the Santee School District, County of San Diego, State of California, this 4th day of May, 2010 by the following votes:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)  
COUNTY OF SAN DIEGO)

I, Allen Carlisle, Clerk of the Board of Education of the Santee School District, County of San Diego, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by said Board at a meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said Board.

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

\_\_\_\_\_  
Date

Consent Item D.2.5. Approval of Interdistrict Attendance Agreements  
 Prepared by Karl Christensen  
 May 4, 2010

**BACKGROUND:**

Each year agreements are completed between San Diego County school districts to permit regular and special education children to make application to attend school in a district other than the district of residence. While we do enter into these agreements on a routine basis, any student requesting an interdistrict transfer must complete an individual request, which is reviewed on a case-by-case basis. Each school capacity is established separately and when the capacity is reached, the school is closed to new interdistrict transfer requests. Administration recommends that Interdistrict Attendance Agreements for the 2010-11 school year be approved for the districts listed below:

- |                       |                          |
|-----------------------|--------------------------|
| Alpine Union          | Magnolia School District |
| Cajon Valley Union    | Mountain Empire Unified  |
| Carlsbad Unified      | Murrieta Valley Unified  |
| Chula Vista City      | Poway Unified            |
| Coronado Unified      | Ramona Unified           |
| Dehesa                | San Diego Unified        |
| Del Mar               | San Ysidro               |
| Escondido Union       | Savanna School District  |
| Fallbrook Union       | Solana Beach             |
| Jamul-Dulzura Union   | South Bay Union          |
| Julian Union          | Sweetwater Union         |
| Lakeside Union        | Temecula Valley Unified  |
| La Mesa-Spring Valley | Vista Unified            |
| Lemon Grove           |                          |

**RECOMMENDATION:**

Administration recommends that Interdistrict Attendance Agreements for the 2010-11 school year be approved for the 27 districts listed above.

**FISCAL IMPACT:**

The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education.

**STUDENT ACHIEVEMENT IMPACT:**

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

						Agenda Item D.2.5.
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**RESOLUTION DESIGNATING AUTHORIZED AGENT TO RECEIVE MAIL AND PICK UP WARRANTS AT THE COUNTY OFFICE OF EDUCATION**

Santee School District, San Diego County ON MOTION OF member \_\_\_\_\_, seconded by member \_\_\_\_\_

effective July 1, 2010 through June 30, 2011.

IT IS RESOLVED AND ORDERED that:

- The authorized agent (**one person only**) to receive mail from the Payroll Sections is Faith Mitchell.
- The authorized person(s) or district(s) to pick up warrants from the County Office (other than the mail addressee) are:

Karl Christensen, Faith Mitchell, Karen Lippert,

Joy Burchard, Lorie Schmitz, Tory Long

- |    |           |                          |                          |                                     |   |
|----|-----------|--------------------------|--------------------------|-------------------------------------|---|
|    |           | mail                     | hold                     | consortium                          |   |
| 3. | Check one | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Monthly payroll warrants each and every month.      |
|    | Check one | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Daily/Hourly payroll warrants each and every month. |

IT IS FURTHER RESOLVED that, this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on May 4, 2010 by the following vote:  
(date)

AYES: \_\_\_\_\_ MEMBERS

NOES: \_\_\_\_\_ MEMBERS

ABSENT: \_\_\_\_\_ MEMBERS

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO ) SS

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

\_\_\_\_\_  
Secretary/Clerk of the Governing Board

Manual signature(s) of authorized person(s):

Facsimile signature(s), if applicable:  
(Rubber Stamp)

\_\_\_\_\_  
\_\_\_\_\_

RESOLUTION #0910-35  
PAYMENT ORDER RESOLUTION

Santee School District, San Diego County ON MOTION  
OF member \_\_\_\_\_, seconded by member \_\_\_\_\_  
effective July 1, 2010 through June 30, 2011.

IT IS RESOLVED AND ORDERED that, in accordance with the provisions of Section 3100 et seq., Chapter 8, Division 4, Title I of the Government Code (**all districts**), the following person(s) be and is hereby designated to ascertain and certify that each employee of said district has taken the oath of allegiance.

Karl Christensen or Minnie Malin or Dr. Patrick Shaw.

IT IS FURTHER RESOLVED AND ORDERED that, in accordance with the payroll procedure provided in Education Code Section 45310 (**merit system districts only**), no warrant shall be drawn by or on behalf of the governing board of this district for the payment of any salary or wage to any employee in the classified service unless the assignment bears the certification of the following person:

N/A, Personnel Director

IT IS FURTHER RESOLVED that this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on 5/4/10 by the following vote:  
(date)

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

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO ) SS

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

\_\_\_\_\_  
Secretary/Clerk of the Governing Board

Manual signature(s) of authorized person(s):

Facsimile signature(s), if applicable:  
(Rubber Stamp) Gov Code Sec. 5501

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RESOLUTION AUTHORIZING THE COUNTY OFFICE OF EDUCATION CREDENTIALS DEPARTMENT TO RELEASE CREDENTIAL HELD WARRANTS TO EMPLOYEES**

Santee School District, San Diego County ON MOTION  
OF member \_\_\_\_\_, seconded by member \_\_\_\_\_  
effective July 1, 2010 through June 30, 2011.

IT IS RESOLVED AND ORDERED that, The County Office of Education Credentials Department is authorized to release credentials held warrants to employees who have provided the required credential paper work.

PASSED AND ADOPTED by said Governing Board on May 4, 2010 by the following vote:  
(date)

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

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO ) SS

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

\_\_\_\_\_  
Secretary/Clerk of the Governing Board

RESOLUTION #0910-37  
**RESOLUTION DESIGNATING AUTHORIZED AGENT TO SIGN SCHOOL ORDERS  
(COMMERCIAL WARRANTS)**

\_\_\_\_\_ Santee \_\_\_\_\_ School District, San Diego County ON MOTION

OF member \_\_\_\_\_, seconded by member \_\_\_\_\_

effective July 1, 2010 through June 30, 2011.

IT IS RESOLVED AND ORDERED that, pursuant to the provisions of Education Code Section 42632 or 85232, Dr. Patrick Shaw, Minnie Malin, <sup>Kari</sup> Christensen be and is hereby authorized to sign any and all orders in the name of said District, drawn on the funds of said District.

IT IS FURTHER RESOLVED that this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on May 4, 2010 by the following vote: \_\_\_\_\_ (date)

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

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO ) SS

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

\_\_\_\_\_  
Secretary/Clerk of the Governing Board

Manual signature(s) of authorized person(s):

Facsimile signature(s), if applicable:  
(Rubber Stamp)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SANTEE SCHOOL DISTRICT  
RESOLUTION #0910-38 AUTHORIZING THE REPLACEMENT OF WARRANTS**

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

**WHEREAS**, during the course of business, Santee School District issues payroll and commercial warrants for the payments of goods and services received by the District; and

**WHEREAS**, payroll and commercial warrants are lost, stolen, mutilated, or expire upon occasion; and

**WHEREAS**, a petition for issuance of a new warrant may be presented by the payee pursuant to Government Code section 29802.

**NOW, THEREFORE BE IT RESOLVED** by the Board of Education of the Santee School District of San Diego County, California, that the following persons shall be authorized to reissue new payroll and commercial warrants upon presentation of a properly completed petition for issuance of a new warrant if such new warrant does not exceed the amount of the original warrant.

	<b>Manual Signature</b>	<b>Facsimile Signature</b>
<b>Superintendent</b>	_____ Dr. Patrick Shaw	_____
<b>Assistant Superintendent Business Services</b>	_____ Karl Christensen	_____
<b>Assistant Superintendent Human Resources</b>	_____ Minnie Malin	_____
<b>Director Education Services</b>	_____ Kristin Baranski	_____
<b>Business Services Coordinator</b>	_____ Faith Mitchell	_____

**PASSED AND ADOPTED** by said Board of Education on May 4, 2010.

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

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

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

**BACKGROUND:**

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

Administration recommends that miscellaneous unusable and/or obsolete property such as a Child Nutrition Services van, Cajon Park Junior High electric cart, furniture, equipment, appliances, and computers, etc., be declared surplus, disposed of and/or sold.

Additional Surplus items such as old furniture are quickly building at school sites districtwide. Without Santee School, or the Archives building, there is no available storage areas for staging such items and all cargo containers are full.

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

**RECOMMENDATION:**

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

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

It is estimated that the surplus sale/disposal of miscellaneous unusable and/or obsolete property will net the District approximately \$1,000. The exact amount is unknown.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item D.2.7.
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Consent Item D.3.1.

Approval of Student Teacher School Affiliation Agreement with University of Phoenix

Prepared by Kristin Baranski  
May 4, 2010

**BACKGROUND:**

Santee School District has entered into cooperative agreements with various universities in the past to provide field laboratory classroom placement for student teachers and interns. Santee School District has received an Affiliation Agreement with University of Phoenix for this purpose. The terms of the agreement shall commence on May 4, 2010.

**RECOMMENDATION:**

Administration recommends that the Student Teacher Affiliation Agreement with University of Phoenix for teacher education fieldwork be approved by the Board of Education.

This recommendation supports the following District goal:

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

*This recommendation supports the strategic plan area of student learning by helping train future classroom teachers.*

**FISCAL IMPACT:**

University of Phoenix shall pay the District for field laboratory classroom placement of student teachers at the rate of \$30 per week for each full-time student teacher upon completion of the student teacher's assignment. This money is designated to the Master Teacher's instructional budget.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item D.3.1.





**University of Phoenix**  
Academic Affairs  
4615 East Elwood Street  
Phoenix, Arizona 85072-2069  
(480) 966-9577 Fax (480) 929-7164

## **UNIVERSITY OF PHOENIX SCHOOL AFFILIATION AGREEMENT**

This Affiliation Agreement made and entered into this 4<sup>th</sup> day of May, 2010, by and between The University of Phoenix, Inc., an Arizona for profit corporation, hereinafter referred to as the "UNIVERSITY" and Santee School District, an entity domiciled in the State of California, hereinafter referred to as the "SCHOOL."

### **I. PURPOSE**

The purpose of this Agreement is to provide education experiences for selected UNIVERSITY students, hereinafter "STUDENTS", which take place at the SCHOOL and in which the SCHOOL will participate.

### **II. OBLIGATIONS OF THE UNIVERSITY**

1. The UNIVERSITY will offer educational programs accredited by appropriate organizations; and will determine standards of education, hours of instruction, learning experiences, administration, matriculation, promotion, and graduation.
2. The UNIVERSITY will keep all records and reports on STUDENT experiences in accordance with UNIVERSITY policy and regulatory requirements.
3. The UNIVERSITY will plan with the SCHOOL, in advance, its schedule of STUDENT assignments to the designated areas, including dates and numbers of STUDENTS.
4. The UNIVERSITY agrees to inform STUDENTS that STUDENTS shall be responsible for following the rules and regulations of the SCHOOL, including recognition of the confidential nature of information regarding pupils and their records.
5. The UNIVERSITY will provide to the SCHOOL a copy of course objectives for the learning experience. The SCHOOL, together with the UNIVERSITY, will make arrangements for evaluating the learning experience.
6. The UNIVERSITY will assign a faculty supervisor who will collaborate with the SCHOOL'S mentoring teacher. For purposes of this Agreement, the term "mentoring teacher" shall be defined as the district educator who has been assigned to supervise the STUDENT.
7. STUDENTS shall not be considered as employees or agents of the UNIVERSITY.
8. To help defray costs associated with the placement of STUDENTS at the SCHOOL, the UNIVERSITY shall pay compensation in accordance with Exhibit A, attached hereto and incorporated herein, upon completion of STUDENT'S assignment at the SCHOOL, or at such other time as the parties agree.

### III. OBLIGATIONS OF THE SCHOOL

1. The SCHOOL shall maintain sole responsibility for the instruction, education and welfare of its pupils. SCHOOL shall be responsible for providing adequate staffing necessary to maintain the highest level of quality education for its pupils.
2. The SCHOOL agrees that STUDENTS assigned to it for counseling, administration, teaching, and/or observation experiences are under the supervision, control, and responsibility of the SCHOOL.
3. The SCHOOL shall retain the right, in its sole discretion, to request the removal of any individual from any area of the SCHOOL premises. STUDENTS shall be instructed by the UNIVERSITY to promptly and without protest leave an area whenever they are requested to do so by an authorized SCHOOL representative.
4. The SCHOOL shall provide qualified mentoring teachers for STUDENTS. Mentoring teachers will be resource persons for STUDENTS and UNIVERSITY faculty while at the SCHOOL. Mentoring teachers selected by SCHOOL will: a) assist in orienting STUDENTS to the SCHOOL, the classroom, and the pupils; b) explain all SCHOOL and district policies, rules, and regulations to STUDENTS; c) provide prompt and substantive feedback to STUDENTS regarding all performance activities and interactions with SCHOOL personnel, pupils, and parents; d) complete evaluations of STUDENTS' progress and submit them to the University faculty supervisor, after reviewing them with the applicable STUDENT; e) immediately inform the University faculty supervisor of any concerns regarding a STUDENT; f) establish a time to meet and discuss with STUDENTS their activities, impressions, reflections, and suggestions for goals and areas of improvement; g) (For student teaching) supervise STUDENTS on a daily basis - if the mentoring teacher is absent from the classroom for any reason, a certified substitute must be assigned to the classroom. Under no circumstance can a STUDENT, even if he/she is certified, serve as the substitute of record during the student teaching experience unless a separate agreement has been negotiated in writing by the SCHOOL and the UNIVERSITY.
5. The SCHOOL shall provide to UNIVERSITY and STUDENTS the policies and procedures and other relevant materials to allow STUDENTS to function appropriately within the SCHOOL.
6. STUDENTS assigned to the SCHOOL shall follow the SCHOOL'S protocols for health and safety. The SCHOOL will provide necessary emergency medical services to STUDENTS.
7. The SCHOOL shall permit STUDENTS access to the library facilities/curriculum laboratories available to their personnel. STUDENTS may not remove materials from the SCHOOL without appropriate approval.
8. The SCHOOL shall keep confidential and shall not disclose to any person or entity (a) STUDENT applications; (b) STUDENT health records or reports; and/or (c) any STUDENT records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 123G, concerning any STUDENT participating in the education experiences provided by SCHOOL, unless such disclosure is authorized by the STUDENT or is ordered by a court of competent jurisdiction. SCHOOL shall adopt and enforce policies and procedures necessary to protect the confidentiality of STUDENT records as defined herein.
9. STUDENTS shall not be considered employees or agents of the SCHOOL.

**IV. INDEMNIFICATION**

1. Each party (the "Indemnifying Party") shall indemnify, hold harmless, and, at the request of the other party, defend the other party (the "Indemnified Party") from and against any and all claims, losses, liabilities, costs, and expenses including reasonable attorney's fees, established by judgment or alternative resolution award, arising from (a) any material breach of any provision of this Agreement or (b) the negligence or willful misconduct in the performance of obligations hereunder by the Indemnifying Party or any employee, agent, or other representative of the Indemnifying Party.
2. UNIVERSITY and SCHOOL shall provide prompt notification to one another and, to the extent allowed by law, shall reasonably cooperate with one another in the defense of, any lawsuits, claims, or threatened claims that pertain to services provided pursuant to this Agreement.

**V. INSURANCE**

1. UNIVERSITY and SCHOOL each shall maintain, as a minimum, Commercial General Liability Insurance written on an occurrence basis with insurance companies acceptable to the other party for limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, as assurance of its accountability for any such losses, claims, liabilities, or expenses.
2. Upon written request, a party shall provide the other party with a certificate evidencing such insurance coverage.
3. Insurance required by UNIVERSITY to be maintained hereunder may be provided under: (a) an individual policy; (b) a blanket policy or policies which may include other liabilities, properties and locations of UNIVERSITY or its affiliates; (c) a plan of self-insurance, provided that UNIVERSITY or any guarantor of UNIVERSITY'S obligations under this Agreement maintains, during the period of such self-insurance, a net worth of at least Fifty Million Dollars (\$50,000,000); or (d) a combination of any of the foregoing insurance programs. To the extent any deductible is permitted or allowed as a part of any insurance policy carried by UNIVERSITY in compliance with this section, then UNIVERSITY shall be deemed to be covering the amount thereof under an informal plan of self-insurance; provided, however, that in no event shall any deductible exceed Two Hundred Fifty Thousand Dollars (\$250,000) unless UNIVERSITY complies with the requirements regarding self-insurance pursuant to clause (c) above.

**VI. REPRESENTATIONS AND WARRANTIES**

1. Each party to this Agreement represents and warrants that (i) it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby applicable to it; and (ii) it has taken all action necessary to authorize the execution, delivery and performance of this Agreement, and this Agreement has been duly executed and delivered to such party.

**VII. GENERAL PROVISIONS**

1. Neither the SCHOOL nor the UNIVERSITY will discriminate against any person because of race, color, religion, sex, or national origin, nor discriminate against any STUDENT or student applicant with a disability pursuant to law as set forth in the Americans with Disabilities Act.

2. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the UNIVERSITY and the SCHOOL and their employees, STUDENTS, or agents, but rather is an Agreement by and among two independent contractors. Each STUDENT is placed with the SCHOOL in order to receive educational experience as part of the academic curriculum; duties performed by a STUDENT are not performed as an employee of the SCHOOL but rather in fulfillment of the academic requirements of the educational experience and are performed under direct supervision by SCHOOL personnel. To the extent allowed under state law, neither the SCHOOL nor the UNIVERSITY is required to provide workers' compensation coverage for the STUDENTS participating in the educational experience. UNIVERSITY acknowledges that nothing in this Agreement shall be construed to confer any right upon the UNIVERSITY or UNIVERSITY personnel to participate in, control, or direct operations at the SCHOOL.
3. The SCHOOL shall timely notify the UNIVERSITY when any UNIVERSITY employee or STUDENT has been involved in a reported incident and the UNIVERSITY shall have the opportunity to participate in any on-going investigation and shall have access to any oral or written reports and any other documentation related to the reported incident.
4. The SCHOOL and its employees shall not be entitled to compensation from the UNIVERSITY for services or actions of benefit to the UNIVERSITY which are part of or related to the educational program, however, as a professional courtesy, the mentoring teacher may be entitled to payment of the reasonable and customary honorarium or, alternatively, may at some campuses have the opportunity to enroll in a UNIVERSITY course upon completion of the supervisory assignment.
5. This Agreement constitutes the entire agreement as to the rights and obligations of the parties hereto and supersedes all prior and contemporaneous agreements and undertakings of the parties pertaining to the referenced subject matter.
6. Amendments to this Agreement may be made at any time, provided, however, that any amendments, modifications or alterations shall be made only in writing and shall become effective only upon the written approval of both the UNIVERSITY and the SCHOOL. Further, this Agreement may not be assigned by either party without prior written approval of the other party.
7. No waiver or breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing signed by the party waiving the breach.
8. In the event that any provision of this Agreement shall be held void, voidable, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
9. This Agreement is not intended to create any rights or interests for any other person or entity other than the SCHOOL or the UNIVERSITY.
10. This Agreement will be governed by the laws of the State of Arizona and shall in all respects be interpreted, enforced, and governed by Arizona laws.



If to the SCHOOL: Santee School District

Kristin Baranski

9619 Cuyamaca

Santee, CA 92071

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first subscribed above.

**UNIVERSITY:**

**AGENCY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

Karl Christensen  
\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Title

Assistant Superintendent, Business Services  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

619-258-2320                      619-258-2241  
\_\_\_\_\_  
Phone                                      Fax

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail address

kchristensen@santee.k12.ca.us  
\_\_\_\_\_  
E-Mail address



Consent Item D.3.2. Approval to Submit Early Mental Health Initiative Grant for Primary Intervention Program (PIP) and Second Step at PRIDE Academy at Prospect Avenue, Rio Seco and Sycamore Canyon Schools

Prepared by Kristin Baranski  
May 4, 2010

### **BACKGROUND:**

The Early Mental Health Initiative, part of the California Department of Mental Health, offers a grant program to help students in K-3<sup>rd</sup> grade who are considered to have mild to moderate school adjustment issues. The Primary Intervention Program (PIP), a program previously funded through the Early Mental Health Initiative, has been at eight Santee schools over the past eight years and is currently available at Carlton Hills and Carlton Oaks Sites. New grant funding, available for up to three Santee School District sites, requires that we offer a PIP program at a site formally served by PIP as well as adding another model curriculum program.

The proposed model program, Second Step, will be provided to 2<sup>nd</sup> and 3<sup>rd</sup> grade students and PIP will be provided to Kindergarten and 1<sup>st</sup> graders who have mild to moderate school adjustment issues. Students that need additional services or support are referred to other appropriate services such as school counseling, Early Periodic Screening Diagnosis and Treatment (EPSDT), and family case management.

PRIDE Academy at Prospect Avenue, Rio Seco and Sycamore Canyon Schools are interested in applying for this grant and are eligible since they have previously been served through PIP. The project coordinator will be the Santee School District Collaborative Coordinator, Meredith Riffel, with additional support from each school principal.

### **RECOMMENDATION:**

Administration recommends the Board of Education approve the submission of this grant application for PRIDE, Rio Seco and Sycamore Canyon Schools.

This recommendation supports the following District goal:

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

*This recommendation supports the strategic planning area of increasing student resiliency and empathy skills by addressing the social/emotional development of children and families.*



**FISCAL IMPACT:**

Grant funding provides \$84,000 per year for three years. This funding supports staffing four part-time Child Care Assistants and a half day each week of social work services for each of the three participating school sites. In addition, school site support is provided from an outside mental health consultant, San Diego Youth Services.

**STUDENT ACHIEVEMENT:**

By providing mental health services support for students, students served will be better prepared to learn in the classroom.

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

Agenda Item D.3.2.

Consent Item D.3.3. Approval to Apply for Tobacco-Use Prevention Education (TUPE) Funding for Seventh and Eighth Grade Students  
Prepared by Kristin Baranski  
May 4, 2010

**BACKGROUND:**

The Tobacco-Use Prevention Education (TUPE) Grant is offered by the California Department of Education to tobacco free school campuses with 6<sup>th</sup> through 12<sup>th</sup> grade students. In the past, school districts received an annual allocation through the Consolidated Application. TUPE is now grant funded and districts are required to apply. This grant's purpose is to give students the knowledge and skills they need to live tobacco free. The funds provide for tobacco-use prevention, intervention, and cessation programs.

If awarded, Santee School District would receive \$50,700 for 3 years of services (16,700 per year) for district-wide tobacco cessation and prevention programs for grades 7 and 8. The program helps provide a comprehensive strategy to reduce use of tobacco by youth. Administration is recommending the District not apply for funds sixth grade students. Sixth grade *Too Good for Drugs* curriculum was purchased this school year and TUPE funds would require the District purchase a different curriculum for sixth grade.

These are the four components required in implementing the grant: an evidenced-based curriculum, a program administrator, smoking cessation classes, and youth development. The following provides more details related to these four grant conditions.

1. The proposed plan for this grant is to continue to offer the evidence-based curriculum, Project Alert, in grades 7 and 8. Santee School District has been using Project Alert in grades 7 and 8 for the past six years. Each school will receive funds to provide continued training and support for the teachers.
2. Meredith Riffel, the District's Collaborative Coordinator, will be the grant administrator and the Santee Collaborative and Santee Solution Coalition will support the District with additional community resources.
3. The School Counselor/School Social Worker will be trained and be available to offer smoking cessation classes.
4. After school leadership groups with a prevention focus will be available at four schools with teachers to receive a stipend for conducting the tobacco prevention leadership groups.

**RECOMMENDATION:**

Administration recommends that the Board of Education approve the submission of the TUPE grant application.

This recommendation supports the following District goal:

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

*This recommendation supports the strategic planning area of increasing student resiliency and empathy skills by addressing the social/emotional development of children and families.*

**FISCAL IMPACT:**

The grant provides \$50,700 over three years to pay for program staffing, materials, and supplies for the school sites.

**STUDENT ACHIEVEMENT:**

The knowledge of decision making strategies and the ability to make positive choices are critical skills in producing successful students and citizens.

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

Agenda Item D.3.3.

Consent Item D.4.2. Approval of Shared Classroom Teaching Assignments for 2010-11  
Prepared by Minnie Malin  
May 4, 2010

**BACKGROUND:**

The following persons request shared classroom teaching assignments for the 2010-11 school year pursuant to Article XIV, Section M, of the Successor Agreement between Santee School District and Santee Teachers Association:

**Employees**

Trisha Best/Marlena Sanders  
Lori Powell/ Kim Spurlock  
Cindy Journeay/Elizabeth Milne  
Jennie Chonka/Kristin Haley  
Chasity Forster/Lori Harris  
Joley Dones/Kelley Riddlespurger  
Susan Larson/Erica Edmonston  
Cindy Anderson/Katy Pohle  
Jaimie McCrea/Kelly Snyder  
Wendy Dunnigan/Teresa Kulas

**School Site**

Chet F. Harritt  
Cajon Park  
Hill Creek  
Pepper Drive  
Pepper Drive  
Pepper Drive  
Pepper Drive  
Pepper Drive  
Pride Academy at Prospect  
Sycamore Canyon

**RECOMMENDATION:**

Administration recommends approval of requested shared classroom teaching assignments for the 2010-11 school year.

This recommendation supports the following district goal:

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

**FISCAL IMPACT:**

Shared contracts may minimize the annual cost to the general fund by reducing full-time employees currently paid on the high end of the salary schedule.

**STUDENT ACHIEVEMENT IMPACT:**

There can be many benefits to having two teachers in a classroom who consistently plan instruction for students.

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

Agenda Item D.4.2.

Consent Item D.4.3. Adoption of Resolution No. 0910-28, Declaring May 12, 2010 as the Day of the Teacher

Prepared by Minnie Malin  
May 4, 2010

**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 12, 2010 as Santee School District's "Day of the Teacher."

**FISCAL IMPACT:**

This employee recognition was made possible by donations from local community partners.

**STUDENT ACHIEVEMENT IMPACT:**

Teachers are the foundation of student achievement.

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

Agenda Item D.4.3.

# SANTEE SCHOOL DISTRICT

Resolution # 0910-28

## Resolution of the Santee School District Board of Education Declaring May 12, 2010 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 12, 2010 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 4<sup>th</sup> day of May, 2010 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 4<sup>th</sup> day of May, 2010 by the following vote:

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

Dated May 4, 2010

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

Consent Item D.4.4. Adoption of Resolution No. 0910-29, Declaring May 16-22, 2010 as Classified School Employees Week

Prepared by Minnie Malin  
May 4, 2010

**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 16-22, 2010 as “Classified School Employees Week.”

**FISCAL IMPACT:**

This employee recognition was made possible by donations from local community partners.

**STUDENT ACHIEVEMENT IMPACT:**

Classified employees provide support to staff and students.

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

**Agenda Item D.4.4.**

**SANTEE SCHOOL DISTRICT**  
Resolution #0910-29

**Resolution of the Santee School District Board of Education  
Declaring May 16 - 22, 2010 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 16-22, 2010 as "Classified School Employees Week" in Santee School District.

**PASSED AND ADOPTED** this 4<sup>th</sup> day of May, 2010 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 4<sup>th</sup> day of May, 2010 by the following vote:

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

Dated     May 4, 2010    

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



DISCUSSION AND/OR ACTION ITEMS Item E.

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

Discussion and Action Item E.1.1. Presentation of Board Resolutions to the Santee Teachers Association and the Classified School Employees Association

Prepared by Dr. Patrick Shaw  
May 4, 2010

**BACKGROUND:**

It is the pleasure of the Board of Education to recognize the commitment and dedication of teachers and classified school employees. The Board will present adopted resolutions to the leadership of the Santee Teachers Association and the Classified School Employees Association to express their gratitude and commend their service to the Santee School District.

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

Agenda Item E.1.1.

Discussion and/or Action Item E.2.1. Approval of Monthly Financial Report  
Prepared by Karl Christensen  
May 4, 2010

**BACKGROUND:**

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

**RECOMMENDATION:**

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

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

The Monthly Financial Report shows a beginning cash balance of \$2,981,972; cash receipts of \$3,971,749; and disbursements of \$4,115,886 are reflected for the period of March 1, through March 31, 2010, resulting in an ending cash balance of \$2,837,835 as of March 31, 2010.

**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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# MONTHLY FINANCIAL REPORT - MARCH

1

## CASH REPORT FOR MARCH 31, 2010

		Actual	Projected
Beginning Cash Balance as of February 28, 2010		\$2,981,972	\$2,913,840
<b>INCOME</b>			
<b>A. Revenue Limit Sources</b>			
	State Aid	\$1,794,720	
	Property Taxes	433,274	
			\$2,227,994
<b>B. Federal Income</b>			
	Federal Funding		0
<b>C. State Income</b>			
	Unres. State Funding	62,529	
	EIA		
	Consol. Categorical	2,277	
	AB825	122,143	
	HTS Spec Ed	20,301	
	Transportation	11,108	
			279,196
<b>D. Local Income</b>			
	Other Local Income	1,006,360	
	Spec ED	188,354	
			1,194,714
	E. Due to/Due from other funds	269,845	269,845
	F. Debt Proceeds		\$0
<b>TOTAL INCOME</b>		<b>\$3,971,749</b>	<b>\$3,790,692</b>
Beginning Balance Plus Income		<b>\$6,953,721</b>	<b>\$6,704,532</b>
<b>DISBURSEMENTS</b>			
	G. Commercial Warrants	\$ 363,906	
	H. Payroll Warrants	3,060,587	
	I. Statutory Employee Benefits	363,300	
	J. Health & Welfare	293,925	
	K. Liability	34,168	
<b>TOTAL DISBURSEMENTS</b>		<b>\$4,115,886</b>	<b>\$4,355,215</b>
Ending Cash Balance as of March 31, 2010		<b>\$2,837,835</b>	<b>\$2,349,317</b>





## Budget Revisions March 31, 2010 2009-10 Revised Budget

	<u>Unrestricted</u>	<u>Restricted</u>	<u>Total</u>
<b>Beginning Fund Balance</b>	4,614,816	2,449,373	7,064,189
<b>Estimated Income</b>	32,811,902	12,971,825	45,783,727
<b>Estimated Expenditures</b>	32,804,653	15,178,672	47,983,325
<b>Change in Fund Balance</b>	7,249	(2,206,847)	(2,199,598)
<b>Projected Ending Fund Balance</b>	4,622,065	242,526	4,864,591
<b>Less: Designation for Restricted Programs/           Carryovers</b>	-	242,526	242,526
<b>Less: Designation for Prepaid Expenses</b>	392,160		392,160
<b>Less: Designation for Revolving Cash</b>	15,000		
<b>Less: Designation for Stores Inventory</b>	27,199		
<b>Less: Reserve for Vacation Carryover</b>	211,682		211,682
<b>Less: Reserve for Economic Uncertainty</b>	1,439,500		1,439,500
<b>Undesignated/Unappropriated/Unreserved Fund Balance (Uncommitted)</b>	2,536,524	-	2,536,524
<b>Fund 17 Projected End of Year Balance</b>	2,826,887		2,826,887
<b>Projected Reserves</b>	6,802,911	-	6,802,911
<b>As a % Estimated Expense Total</b>	14.18%		
* <b>Projected Reserve % 2010-11</b>	11.69%		
* <b>Projected Reserve % 2011-12</b>	5.06%		
* <b>Projected Reserve % 2012-13</b>	-1.63%		

\* Based on latest multi-year projection assumptions



Discussion and/or Action Item E.2.2.  
Prepared by Karl Christensen  
May 4, 2010

Adoption of Resolution #0910-42  
Authorizing Execution and Delivery of a  
Site Lease Agreement, a Lease Agreement,  
and a Trust Agreement, Approving a Certificate  
Purchase Agreement, and Approving and  
Authorizing Delivery of a Preliminary Official  
Statement and Final Official Statement With  
Respect to the Execution, Delivery and Sale of  
Santee School District Certificates of  
Participation (2010 Solar Energy Facilities  
Project), and Authorizing the Execution and  
Delivery of such Certificates

**BACKGROUND:**

Santee School District (the "District") has received an allocation of Clean Renewable Energy Bonds of \$20,660,000 (the "CREBs Allocation") to finance solar energy installation projects at schools throughout the District. In order to utilize the CREBs Allocation to finance the initial solar energy installation project for the Hill Creek Elementary School, the District intends to sell and deliver Certificates of Participation as Clean Renewable Energy Bonds ("CREBS").

In the proposed financing transaction, the District will lease the property and improvements on which the Hill Creek Elementary School is located (the "Facility") to the Santee School District School Facilities Corporation (the "Corporation") pursuant to a Site Lease between the District, as lessor, and the Corporation, as lessee. The Corporation will, in turn, lease the Facility back to the District pursuant to a Lease Agreement by and between the Corporation, as lessor, and the District, as lessee. The District shall retain fee ownership, occupancy and use of the Facility during the term of the Lease Agreement.

The District and the Corporation will enter into a Trust Agreement with Wells Fargo Bank, National Association, as trustee (the "Trustee"), to establish the terms and conditions pursuant to which the Certificates will be executed and delivered to Stone & Youngberg LLC, as the underwriter of the Certificates (the "Underwriter"). The Trust Agreement provides that the Certificates of Participation will be structured as taxable CREBS with the District electing to receive the direct payment subsidies from the federal government.

The Underwriter will purchase the Certificates from the District and the Corporation pursuant to a Certificate Purchase Agreement and, upon the date of delivery of the Certificates, will pay the purchase price of the Certificates. Upon receipt of the Certificates, the Underwriter will market and sell the Certificates to investors. The investors in the Certificates will be acquiring the right to participate in, i.e., receive, a proportionate share of the lease payments to be made by the District pursuant to the Lease Agreement. The District's lease payments will be made to the Trustee rather than the Corporation pursuant to an Assignment Agreement between the Corporation and the Trustee. The Trustee will, in turn, pay principal of and interest with respect to the Certificates to the Certificate investors pursuant to the Trust Agreement.

The proceeds of the purchase price of the Certificates will be held and administered by the Trustee and will fund the costs of the construction of the solar energy improvements to be installed on the Hill Creek Elementary School campus and the costs of delivery of the Certificates.

By adopting the attached Resolution, the Board of Education is:

- Approving the form of the Site Lease, the Lease Agreement and the Trust Agreement and authorizing and directing the President or any other member of the Board to execute and the Clerk is authorized to acknowledge such agreements in substantially the form approved with such changes therein as the officer executing the same may approve, subject to review and approval by Best Best & Krieger LLP, as special counsel (“Special Counsel”);
- Approving the form of the Certificate Purchase Agreement and delegating to the Superintendent or the Assistant Superintendent, Business Services to determine, with the advice of Special Counsel, the final terms and conditions of the sale of the Certificates provided that the aggregate principal amount of the Certificates shall not exceed \$2,500,000, the discount to the Underwriter shall not exceed 1% of par and the interest rate on any maturity of the Certificates shall not exceed 3% per year;
- Approving the form of the Preliminary Official Statement containing information regarding the terms of the Certificates and information, including financial information, regarding the District for distribution to potential investors in the Certificates and authorizing the Superintendent or the Assistant Superintendent, Business Services to certify that the Preliminary Official Statement is deemed “final” within the rules of the Securities and Exchange Commission and to prepare the final Official Statement; and
- Approving the form of Continuing Disclosure Agreement containing the commitment of the District to provide ongoing disclosure regarding the District, including financial information, as required by federal securities laws and authorizing the execution thereof by the Superintendent, the Assistant Superintendent, Business Services or any other authorized officer to execute such agreement in substantially the form approved with such changes therein as the officer executing the same may approve, subject to review and approval by Special Counsel.

**RECOMMENDATION:**

It is recommended that the Board of Education adopt the Resolution #0910-42 of the Board of Education of Santee School District Authorizing Execution and Delivery of a Site Lease Agreement, a Lease Agreement, and a Trust Agreement, Approving a Certificate Purchase Agreement, and Approving and Authorizing Delivery of a Preliminary Official Statement and Final Official Statement With Respect to the Execution, Delivery and Sale

of Santee School District Certificates of Participation (2010 Solar Energy Facilities Project), and Authorizing the Execution and Delivery of such Certificates.

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 \$2,295,000 CREBs issue plus additional issuance costs estimated at \$36,000. Issuance costs over 2% of CREBs will be paid from the General Fund and is covered by 1<sup>st</sup> year energy savings and performance based incentives.

**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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RESOLUTION #0910-42

RESOLUTION OF THE BOARD OF EDUCATION OF THE SANTEE SCHOOL DISTRICT AUTHORIZING EXECUTION AND DELIVERY OF A SITE LEASE AGREEMENT, A LEASE AGREEMENT AND A TRUST AGREEMENT, APPROVING A CERTIFICATE PURCHASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT, APPROVING AND AUTHORIZING DELIVERY OF A PRELIMINARY OFFICIAL STATEMENT AND FINAL OFFICIAL STATEMENT WITH RESPECT TO THE EXECUTION, DELIVERY AND SALE OF SANTEE SCHOOL DISTRICT CERTIFICATES OF PARTICIPATION (2010 SOLAR ENERGY FACILITIES PROJECT) (FEDERALLY TAXABLE – NEW CLEAN RENEWABLE ENERGY BONDS – DIRECT PAYMENT), AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH CERTIFICATES

WHEREAS, Santee School District (the "District") received an allocation, pursuant to a letter dated October 23, 2010 from the Internal Revenue Service (the "Allocation"), to issue New Clean and Renewable Energy Bonds ("New CREBs") pursuant to Section 54C of the Internal Revenue Code of 1986, as amended (the "Code"), in the amount of \$2,745,000 to finance the installation of solar energy facilities on the Hill Creek Elementary School Campus (the "Project"); and

WHEREAS, the Board of Education of Santee School District (the "Board") hereby determines that it is in the best interests of the Board that the Santee School District (the "District") participate in the financing of the Project through the execution, delivery and sale of the Santee School District Certificates of Participation (2010 Solar Energy Facilities Project) (Federally Taxable – New Clean Renewable Energy Bonds – Direct Payment) in a principal amount which shall not exceed \$2,500,000 (the "Certificates"); and

WHEREAS, the Board intends to cause the execution and delivery of the Certificates to qualify as New CREBs for purposes of Section 54C of the Code; and

WHEREAS, in order to accomplish the financing of the Project, and other matters and the execution, delivery and sale of the Certificates, it is necessary that the District enter into a Site Lease Agreement, a Lease Agreement, a Trust Agreement and an Assignment Agreement hereinafter more particularly described, and that certain other action be taken and authorized; and

WHEREAS, there has been presented to this Board a form of Certificate Purchase Agreement (the "Purchase Agreement") whereby Stone & Youngberg, as underwriter (the "Underwriter"), has offered to purchase the Certificates on the terms therein set forth; and

WHEREAS, this Board has determined that the terms which are set forth in the

Purchase Agreement are acceptable and that it is in the best interest of the District that the Certificates be sold to the Underwriter on the terms set forth in the Purchase Agreement pursuant to the authorization hereinafter given; and

WHEREAS, there has also been presented to this Board a Preliminary Official Statement relating to the Certificates and this Board hereby determines that the discussion and information contained therein is correct, and that said Preliminary Official Statement should be approved and that the preparation and delivery of a Final Official Statement should also be approved and authorized; and

WHEREAS, there has finally been presented to this Board a Continuing Disclosure Agreement by and between the District and the Corporation as required by Rule 15c2-12 of the Securities and Exchange Commission to provide certain ongoing information pertaining to the Certificates.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE SANTEE SCHOOL DISTRICT AS FOLLOWS:

Section 1. Site Lease Agreement, Lease Agreement and Assignment Agreement. The forms of agreements entitled "Site Lease Agreement," "Lease Agreement" and "Assignment Agreement" each presented to this meeting and each to be entered into by and between the District and the Santee School District School Facilities Corporation (the "Corporation"), which together provide generally for (i) the lease by the District of the real property and improvements on which the Hill Creek Elementary School is located (the "Facility") to the Corporation, (ii) the lease by the Corporation of the Facility back to the District, (iii) the payment by the District to the Corporation of Lease Payments in amounts which will be sufficient to pay the principal and interest owing on the Certificates, and (iv) the assignment of certain rights by the Corporation under the Lease Agreement to Wells Fargo Bank, National Association, as the trustee under the Trust Agreement (the "Trustee"), including the right to receive the Lease Payments, are hereby approved. The President or any other member of this Board is hereby authorized and directed for and in the name and on behalf of the District to execute and the Secretary is hereby authorized to acknowledge and deliver such agreements relating to the Certificates.

Section 2. Trust Agreement. The form of agreement entitled "Trust Agreement" presented to this meeting, to be entered into by and among the District, the Corporation and the Trustee, which provides generally for (i) the execution and delivery by the Trustee of the Certificates, (ii) the establishment and maintenance by the Trustee of certain funds for the benefit of the District and the owners of the Certificates, and (iii) the performance of other duties by the Trustee, is hereby approved and the President or any other member of this Board is hereby authorized and directed for and in the name and on behalf of the District to execute and the Secretary is hereby authorized to acknowledge and deliver the Trust Agreement.

Section 3. Designation of the Certificates as New Clean Renewable Energy Bonds. The Board hereby designates the Certificates as New Clean Renewable Energy

Bonds for purposes of Section 54C of the Internal Revenue Code. The Board further elects that the interest component of the Lease Payments shall be taxable and that the District elects to receive the direct payment subsidy from the federal government as authorized under the provisions of the Housing Incentives to Restore Employment Act (the "HIRE Act") that became effective on March 18, 2010.

Section 4. Purchase Agreement. The form of Purchase Agreement presented to this meeting to be entered into by and between the District and the Underwriter is hereby approved and the Superintendent or Assistant Superintendent, Business Services or their designees is, and each of them are, hereby authorized to determine, with the advice of Best Best & Kreiger LLP, as Special Counsel to the District, the final terms and conditions of the sale of the Certificates, including the aggregate principal amount thereof, the amount of the discount to be allowed to the Underwriter, the amount, if any, of original issue discount to be allowed with respect to the Certificates, and the interest rates on the different maturities of the Certificates; provided that the aggregate principal amount of the Certificates shall not exceed \$2,500,000, the discount allowed to the Underwriter, excluding original issue discount, if any (representing any discount passed through directly to the Underwriters) shall not exceed one percent (1%) of the principal amount of the Certificates; and the true interest cost of the Certificates shall not exceed three percent (3.00%). Upon determining the final terms and conditions of the sale of the Certificates, the Superintendent or Assistant Superintendent, Business Services or their designee is hereby further authorized to insert such terms and conditions in and approve the final form of the Purchase Agreement, and the Superintendent or Assistant Superintendent, Business Services or their designee is authorized to execute and deliver the Purchase Agreement as so approved on behalf of the District.

Section 5. Official Statement. The form of Preliminary Official Statement presented to this meeting is hereby approved and the Superintendent or the Assistant Superintendent, Business Services or their designee is authorized to execute a certificate which has the effect of deeming the Preliminary Official Statement "final" within the meaning of the Securities and Exchange Commission Rule 15c2-12 prior to the mailing of the Preliminary Official Statement. The preparation of a Final Official Statement to consist of the Preliminary Official Statement and such changes thereto as may be approved by the Superintendent or the Assistant Superintendent, Business Services or their designee, upon advice of Special Counsel, is hereby approved and the Superintendent or Assistant Superintendent, Business Services or their designee is hereby authorized to execute said Final Official Statement on behalf of the District and to deliver copies thereof to the Underwriter for distribution in connection with the marketing of the Certificates. The Superintendent or the Assistant Superintendent, Business Services or their designee is hereby authorized to approve and authorize such changes in the Preliminary Official Statement in the preparation of the Final Official Statement as are approved by Special Counsel. The distribution of the Preliminary and Final Official Statements in connection with the sale of the Certificates is hereby approved.

Section 6. Continuing Disclosure Agreement. The form of Continuing Disclosure Agreement by and between the District and the Trustee to provide compliance with the provisions of Securities and Exchange Commission Rule 15c2-12(b)(5) is hereby approved and the Superintendent or Assistant Superintendent, Business Services or their designee is authorized to execute the Continuing Disclosure Agreement for, in the name of and on behalf of the District.

Section 7. Modifications. The approval of said agreements given hereby shall apply to any modification or amendment of any of said agreements which is specified and approved by Special Counsel and the Superintendent as being necessary or desirable to carry out the provisions thereof and the authorizations contained in this Resolution.

Section 8. Trustee. The Superintendent or the Assistant Superintendent Business Services is hereby authorized to appoint a financial institution as Trustee pursuant to the Trust Agreement.

Section 9. Form of Certificates. The form of the Certificates as set forth in the Trust Agreement is hereby approved, and the Trustee is hereby authorized to issue the Certificates in an aggregate principal amount as set forth in the Trust Agreement and to apply and expend the proceeds thereof as specified in the Trust Agreement.

Section 10. Requisitions. The Superintendent or the Assistant Superintendent, Business Services or any one of them, are hereby authorized and directed to execute one or more requisitions authorizing the Trustee to pay the costs of issuing the Certificates from the proceeds of the Certificates pursuant to the Trust Agreement.

Section 11. Other Acts. The Superintendent, the Assistant Superintendent Business Services, and the other officers and staff members of the District are hereby authorized and directed, jointly and severally, to do any and all things, to execute and deliver any and all documents, including obtaining a rating and municipal bond insurance for the Certificates at a reasonable cost to the District, which in consultation with the staff, the Underwriter and Special Counsel they may deem necessary or advisable in order to consummate the sale and delivery of the Certificates, or otherwise to effectuate the purposes of this Resolution, and any such actions previously taken by such officers are hereby ratified and confirmed. The Superintendent and Assistant Superintendent, Business Services are and each of them is hereby authorized to take such additional action, if any, to designate the District's obligations under the Lease Agreement and the Certificates as qualified New CREBs for purposes of Section 54C of the Code and to elect, on behalf of the District, that the District receive the direct payment subsidy from the federal government as authorized under the HIRE Act.

Section 12. Effective Date. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED by said Board of Education on May 4, 2010 by the following vote:

AYES: \_\_\_\_\_ MEMBERS:

NOES: \_\_\_\_\_ MEMBERS:

ABSENT: \_\_\_\_\_ MEMBERS:

ABSTAIN: \_\_\_\_\_ MEMBERS:

STATE OF CALIFORNIA )  
                                  )       SS  
COUNTY OF SAN DIEGO )

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

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Discussion and/or Action Item E.2.3.  
Prepared by Karl Christensen  
May 4, 2010

Amendment #14 to Lease/Leaseback  
Agreement with Barnhart-Heery Inc to  
incorporate Construction and Installation of a  
Photovoltaic System at Hill Creek School

## **BACKGROUND:**

At the April 20, 2010, the Board gave authorization to proceed with the installation of a photovoltaic system at Hill Creek Elementary School using Clean Renewable Energy Bonds as a financing mechanism providing that the Performance-Based Incentives reservation of \$0.43 per kWh for this school could be extended. The District received notification on April 27, 2010 that a 180-day extension was granted.

To incorporate the Hill Creek Solar Project for construction by the District's Capital Improvement Program contractor, it is necessary to amend the lease/leaseback agreement. The amendment includes a Preliminary Guaranteed Maximum Price (PGMP) of \$2,145,526 exclusive of \$100,000 in estimated soft costs for architectural, engineering, testing, and inspection services categorized as follows:

- \$1,970,422 for Base Bid
- \$53,048 for provision of a 20-year warranty for inverters
- \$57,956 for installation of new switchgear and provision of SDG&E service upgrade necessary for solar and future modernization
- \$64,101 for relocation of hardscape play surfaces and lines displaced by new shade structures

The PGMP incorporates the following add-ons to construction hard costs:

- 2% for contractor contingency the remaining balance of which, if any, is shared as follows:
  - 67% District
  - 33% Contractor
- \$80,480 for General Conditions
- 0.5% for Insurance
- 3.5% for Builder's Fee
- 1% for Bonds
- 5% for Owner's Contingency the remaining balance of which, if any, belongs to the District

This amendment and commencement of construction is contingent upon issuance of a Notice to Proceed after successful pricing of the Clean Renewable Energy Bonds and assurance of funding, including successful extension of Performance-Based Incentives for this project. The amendment document will be presented to the Board of Education at the Board meeting.

**RECOMMENDATION:**

It is recommended that the Board of Education approve Amendment #14 to Lease/Leaseback Agreement with Barnhart-Heery Inc to incorporate construction and installation of a photovoltaic system at Hill Creek School.

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 of \$2,145,526 will be paid from Clean Renewable Energy Bonds proceeds.

**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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**SANTEE SCHOOL DISTRICT  
PRELIMINARY GUARANTEED MAXIMUM PRICE (PGMP)  
COST SUMMARY**

<b>HILL CREEK PHOTOVOLTAIC SHADE STRUCTURE SYSTEM</b>									
DESCRIPTION	BASE BID - COST/WATT	BASE BID - (8) 33'x77' & (2) 33'x23' STRUCTURES	ALTERNATE #1 20 YEAR INVERTER WARRANTY	ALTERNATE #2 NEW SWITCHGEAR & SDG&E UPGRADE	ALTERNATE #3 PLAYGROUND	TOTAL WIALTS	TOTAL WITH ALTERNATES	REMARKS	
1 DEMOLITION - SHADE STRUCTURE ONLY	\$ 0.01	\$3,854				\$3,854	\$3,854	Excl. Lunch Structure Demo	
2 BLACK OUT, DEMO & REMOVE PLAY EQUIPMENT	\$ -				\$15,887	\$15,887	\$15,887		
3 SURVEY & STAKING	\$ 0.02	\$6,800			\$2,000	\$8,800	\$8,800		
4 FENCING & GATES AT ENCLOSURE	\$ 0.03	\$8,139		\$6,427		\$14,566	\$14,566		
5 ASPHALT TRENCH PATCHBACK	\$ 0.04	\$12,250				\$12,250	\$12,250		
6 PLAYGROUND RESTRIPIING					\$13,720	\$13,720	\$13,720		
7 CONCRETE PAD & CONCRETE PATCHBACK	\$ 0.04	\$11,248		\$6,746		\$23,045	\$23,045	Concrete Pads at Encl & Patch	
8 INSTALL PLAY EQUIPMENT									
9 SOLAR STRUCTURES - (8) 33'x77' & (2) 33'x23'	\$ 0.94	\$267,188				\$267,188	\$267,188	Incl. Conc. Bases at (44) Col.	
7 20 YEAR WARRANTY ON INVERTERS	\$ -		\$48,200			\$48,200	\$48,200	Warranty with Baker	
10 SOLAR INSTALLATION	\$ 4.81	\$1,361,950				\$1,361,950	\$1,361,950		
11 SWITCHGEAR INSTALLATION	\$ -			\$34,500		\$34,500	\$34,500		
MISC. HARDSCAPE PATCH & REPAIR/SECONDARY									
12 EFFECTS	\$ 0.04	\$10,000		\$4,000	\$2,500	\$16,500	\$16,500		
<b>13 SUBTOTAL CONSTRUCTION HARD COSTS</b>	<b>\$ 5.94</b>	<b>\$1,681,429</b>	<b>\$48,200</b>	<b>\$51,673</b>	<b>\$57,152</b>	<b>\$1,838,454</b>	<b>\$1,838,454</b>		
14 SHARED CONTINGENCY @ 2% OF HARD COSTS	\$ 0.12	\$33,629		\$1,033	\$1,143	\$35,805	\$35,805		
15 BUILDERS GENERAL CONDITIONS	\$ 0.28	\$80,480				\$80,480	\$80,480		
16 SUBTOTAL	\$ 6.35	\$1,795,538	\$48,200	\$52,706	\$58,295	\$1,954,739	\$1,954,739		
17 GL INSURANCE (.5%)	\$ 0.03	\$9,978	\$241	\$264	\$291	\$9,774	\$9,774		
18 SUBTOTAL	\$ 6.38	\$1,804,515	\$48,441	\$52,970	\$58,587	\$1,964,513	\$1,964,513		
19 BUILDERS FEE (3.5%)	\$ 0.22	\$63,158	\$1,695	\$1,854	\$2,051	\$68,758	\$68,758		
20 SUBTOTAL	\$ 6.60	\$1,867,673	\$50,136	\$54,824	\$60,637	\$2,033,271	\$2,033,271		
21 BONDS (1%)	\$ 0.07	\$18,677	\$501	\$548	\$606	\$20,333	\$20,333		
<b>22 SUBTOTAL GMP (Owner Contingency NIC)</b>	<b>\$ 6.67</b>	<b>\$1,886,350</b>	<b>\$50,638</b>	<b>\$55,372</b>	<b>\$61,243</b>	<b>\$2,053,604</b>	<b>\$2,053,604</b>		
Price per kWh w/o Owner Contingency		\$ 6.67	\$ 0.18	\$ 0.20	\$ 0.22	\$ 7.26	\$ 7.26		
23 OWNER CONTINGENCY @ 5% OF HARD COSTS	\$ 0.30	\$84,071	\$2,410	\$2,584	\$2,858	\$91,923	\$91,923		
OWNER CONTINGENCY COST PER WATT	\$ -	\$ 0.30	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.32	\$ 0.32		
<b>24 TOTAL GMP INCL. OWNER CONTINGENCY</b>	<b>\$ 6.96</b>	<b>\$1,970,422</b>	<b>\$53,048</b>	<b>\$57,956</b>	<b>\$64,101</b>	<b>\$2,145,526</b>	<b>\$2,145,526</b>		
Price per kWh w/Contingencies		\$ 6.96	\$ 0.19	\$ 0.20	\$ 0.23	\$ 7.58	\$ 7.58		



Discussion and/or Action Item E.2.4.  
Prepared by Karl Christensen  
May 4, 2010

Adoption of Resolution #0910-41  
Authorizing Execution of a Joint  
Exercise of Powers Agreement  
Related to Energy Conservation  
Services and Projects

**BACKGROUND:**

The San Diego County Office of Education has organized an Energy Joint Powers Authority (“EJPA”) to assist school districts with reducing energy use, evaluating the viability of energy related projects, and screening consultants that perform a variety of services related to energy management and planning. The specific goals of the EJPA are:

- Reduce local school district energy use
- Provide one-stop shopping for school districts for a range of energy needs from technical support to energy master planning to turn-key construction
- Provide “green” educational opportunities and model sustainable behavior for students
- Reduce financing, construction, and construction related energy projects costs through economies of scale and other group pricing strategies
- Promote a greater use of existing and new energy products and services
- Provide districts with clean energy sources with the potential to supplement general fund income
- Provide a larger base for wielding political power with the California Public Utilities Commission, State Government, and other regulatory agencies and groups

There is no cost to join the EJPA and payment would only be required upon negotiation of a price when, and if, a specific project is initiated by the District through the EJPA.

**RECOMMENDATION:**

It is recommended that the Board of Education approve Resolution #0910-41 authorizing execution of a Joint Exercise of Powers Agreement related to energy conservation services and projects.

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:**

None.

**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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**RESOLUTION #0910-41**

**A RESOLUTION OF THE GOVERNING BOARD OF THE  
SANTEE SCHOOL DISTRICT APPROVING AND  
AUTHORIZING EXECUTION OF A JOINT EXERCISE OF  
POWERS AGREEMENT WITH RESPECT TO ENERGY  
CONSERVATION SERVICES AND PROJECTS**

**RECITALS**

**WHEREAS**, a Joint Exercise of Powers Agreement (the "Agreement"), was initially entered into by and between the San Diego County Office of Education and the Santee School District for the purpose of forming a joint powers authority ("JPA") to provide the parties thereto with alternative solutions for energy conservation, including potentially undertaking energy conservation services and projects; and

**WHEREAS**, the JPA is intended to provide members with the opportunity to achieve energy conservation savings by pooling the resources of its members and providing efficiencies and economies of scale which would potentially be unavailable if the members undertook energy conservation projects on an individual basis; and

**WHEREAS**, Section 1.01 of the Agreement provides that any other local educational agency or school district within the County of San Diego may become a member of the JPA and party to the Agreement by executing and delivering a counterpart thereof.

**WHEREAS**, the Santee School District, a local educational agency, desires to become a party to the Agreement and a member of the JPA.

**NOW, THEREFORE, IT IS HEREBY RESOLVED, DETERMINED AND ORDERED BY THE GOVERNING BOARD OF THE SANTEE SCHOOL DISTRICT AS FOLLOWS:**

Section 1. Approval of Agreement. The Agreement is hereby approved, and the Superintendent is hereby authorized and directed, for and on behalf of the Santee School District, to execute a counterpart of such Agreement in the form presented to this meeting.

Section 2. Delivery of Executed Counterpart. The Secretary is hereby directed to cause such executed counterpart to be delivered to the JPA's administrative agent, the San Diego County Office of Education Facilities Solutions Group, in accordance with Section 9.09 of the Agreement.

Section 3. Delegation of Authority. The Board hereby directs and delegates authority to the Superintendent and/or his/her designee to represent the District on the JPA's governing board, and to take all additional actions and execute any additional documents as necessary for the District to participate in the JPA, including but not limited to designating a District representative to the JPA's Executive Committee **[ANY SPECIFIC ADDITIONAL GRANTS OF AUTHORITY CAN BE MEMORIALIZED HERE]**.

Section 4. Effective Date. This Resolution shall take effect upon its adoption.

**PASSED AND ADOPTED** at the regular meeting of the Board of Education of the Santee School District held on the 4<sup>th</sup> day of May, 2010, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Dustin Burns, President

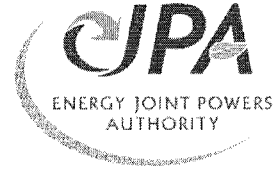
ATTEST:

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Allen Carlisle, Clerk of the Board of Education

# Energy Joint Powers Authority (EJPA)

## Executive Summary



**EJPA Goals.** The San Diego County Office of Education (SDCOE) has developed a Joint Powers Authority for San Diego County K-12 school districts and Community Colleges which will focus on developing County-wide energy strategies, services and projects with the goals of:

1. reducing local school district energy use,
2. providing one-stop-shopping for school districts for a range of energy needs from technical support to energy master planning to turn-key construction,
3. providing “green” educational opportunities and modeling sustainable behavior for our students fashioned after energy strategies undertaken,
4. reducing financing, construction & construction related energy project costs through economies of scale and other group pricing strategies,
5. augment existing district budgets by reducing utility costs,
6. promoting the greater use of existing and new energy products and services,
7. providing districts with clean energy source(s) with the potential to provide supplemental general fund income, and
8. providing “economies of political power” to represent San Diego County K-14 schools regarding energy issues at the California Public Utilities Commission, State Government or other regulatory agencies or groups.

**Benefits.** The EJPA will be your one-stop source for unbiased energy information. We will provide you with a pre-vetted list of consultants that can perform strategic energy planning, utility bill auditing, facility energy audits and/or cost/benefit studies of vendor’s proposals. We will also unearth new alternative energy providers and help you analyze risk/reward strategies for your districts.

We will establish and maintain strategic alliances with trustworthy, independent entities in the energy business such as School Project for Utility Rate Reduction (SPURR), CA Fuel Cell Partnership and CA Center for Sustainable Energy (CCSE). We will develop RFQs for vendors and consultants in each type of alternative energy field and those that have no vested interest in the use of any particular alternative energy solution. The top three vendors and consultants will compete for your work, giving you the best team at a competitive price for any task you require.

As a member of the EJPA, SDCOE will be your trusted partner in facilitating the EJPA project work load. The EJPA’s success will be measured by your success!

**How to Join.** Signing up is simple. The EJPA agreement doesn’t cost districts anything to join. The only costs incurred are your time as an EJPA Board member/Executive Committee member and a negotiated project cost, if you want to partake in any of the EJPA services. The EJPA is non-exclusive and meant to supplement any energy or alternative energy programs you are engaged in currently. If you don’t have any projects to do, membership is absolutely **FREE**.

Contact Mikal Nicholls, Senior Director at SDCOE, Educational Facility Solutions Group at [mnicholls@sdcoe.net](mailto:mnicholls@sdcoe.net) or (858) 292-3680 for a copy of the EJPA agreement. Take the agreement for approval to your next governing board meeting. Sign the agreement and return to the EJPA for approval. If you have a project in mind, contact Mikal, negotiate the scope of work, deliverables, schedule and price and the EJPA will develop a separate project agreement between your district and the EJPA. Should more than one district want similar services at the same time, the EJPA will negotiate an economy of scale rate for all. Upon ratification of the project agreement, the EJPA will, with your oversight, develop and deliver your project to you.



ENERGY JOINT POWERS  
AUTHORITY

**SAN DIEGO COUNTY  
ENERGY AUTHORITY**

JOINT EXERCISE OF POWERS AGREEMENT

BY AND AMONG

SAN DIEGO COUNTY SUPERINTENDENT OF  
SCHOOLS,

AND

SAN DIEGO COUNTY  
PUBLIC SCHOOL DISTRICTS

Final Document as of April 16, 2010

## JOINT EXERCISE OF POWERS AGREEMENT

### SAN DIEGO COUNTY ENERGY AUTHORITY

This Joint Powers Agreement ("Agreement") is entered into by and among the **San Diego County Superintendent of Schools** ("SDCSS") and one or more of those Public School Districts designated on Exhibit "A" ("Participating Public School Districts").

#### WITNESSETH:

WHEREAS, SDCSS and the participating Public School Districts, all acting by and through their governing boards, for the purpose of establishing a vehicle to allow SDCSS and the participating Public School Districts to establish joint powers authority for the purpose of developing County-wide energy strategies, services and projects which may reduce local energy use borrowing and utility costs, promote the greater use of existing and new energy products services and/or projects to provide significant public benefits (the "Authority"); and

WHEREAS, SDCSS and the participating Public School Districts are each empowered by California law to establish the Authority and participate in the programs and activities undertaken by the Authority;

WHEREAS, the signatories hereto have determined that there is a need and a desire by Public School Districts to provide for cooperative energy services, which may include, but are not limited to, planning, programming, conservation, construction, power production, operations and maintenance, and

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, the SDCSS and Participating Public School Districts do hereby agree form and operate the Authority in conformance with the authority provided by Government Code Section 6500 et seq, and as set forth herein:

#### ARTICLE I

##### PURPOSE OF AGREEMENT

Section 1.01. Agreement Purpose. The purpose of this Agreement is to develop, operate and maintain an Energy JPA servicing San Diego County. SDCSS and the participating Public School Districts, all acting by and through their governing boards, create this joint powers authority for the purpose of establishing a vehicle to allow SDCSS and the participating Public School Districts develop County-wide energy strategies, services and projects which may reduce local energy use borrowing and utility costs, promote the greater use of existing and new energy products services and/or projects to provide significant public benefits.

Section 1.02. Energy JPA Description. The Project consists of developing, operating and maintaining an Energy JPA servicing San Diego County. The JPA may include, but not be limited to providing:

- (a) Strategic sustainable and grid neutral energy planning including facilities and fleet generation,
- (b) Utility, telecom, water and cellular bill auditing,
- (c) Facility energy audits,
- (d) Joint procurement of energy services,
- (e) Joint procurement of energy related goods and services,
- (f) Identifying, funding and finding funding resources for cost-effective energy projects,
- (g) Do-it-yourself assistance to JPA members,
- (h) Energy project related lease, construction and consulting contracting,
- (i) Energy project bid and quote evaluation for JPA members,
- (j) Cost/benefit studies,
- (k) Representation at CPUC, the State of California and Federal Schools,
- (l) Emergency power planning and development,
- (m) Long-term utility budget planning, assessment and stabilization,
- (n) Real property leasing and purchasing,
- (o) Environmental and permitting for energy projects,
- (p) Net metering and wheeling, and
- (q) Providing green energy from multiple sources for JPA members.

Section 1.03. Energy JPA Financing. The Authority shall use funds or any other alternative Contribution provided by each of the parties for the design, construction, renovation, furnishing, equipping, acquisition, installation and delivery of the Project (including any specific Project activities as described in Section 1.02) and shall enter into a “Project Agreement” as defined herein, with the appropriate parties necessary to facilitate Project activities and to provide for the assignment of those Project obligations to one of the parties, to be specified in such Project Agreement. Notwithstanding any other term in this Agreement, the parties shall each remain individually obligated for their respective share of the Mandatory Project Costs.

Section 1.04. Energy JPA Funding. The SDCSS and Participating Public School Districts shall each contribute its share of the Mandatory Project Costs, in proportion to its interest in the Project based in part on each party’s participation in mutually agreed upon Project activities. Each party’s designated share may be revised for specific Project activities pursuant to the terms of a “Project Agreement” as defined in Section 7.01 of this Agreement.

## ARTICLE II

### DEFINITIONS

Section 2.01. Definitions. Unless the context otherwise requires, the words and terms defined in this Article shall, for the purpose hereof, have the meanings herein specified.

“AAA” means the American Arbitration Association.

“Act” means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code, now or hereafter amended.

“Administering Agency” shall mean the San Diego County Superintendent of Schools or SDCSS.

“Agency” shall be the San Diego County Superintendent of Schools.

“Agreement” shall mean this Joint Powers Agreement as the same now exists, or as it may, from time to time be amended by any supplemental agreement entered into by the parties pursuant to the provisions hereof.

“Auditor” means the Auditor of the Authority appointed pursuant to Section 3.07 hereof.

“Authority” means the San Diego County Energy Authority established pursuant to Section 1.01 hereof.

“Board” means the Board of Directors of the Authority referred to in Section 6.01 hereof, which shall be the governing body of the Authority.

“Consultant” means an independent contractor performing duties in an independent capacity and not as an officer, Agency or employee.

“Contribution” means money, or alternative item of value including, but not limited to, real or personal property, goods, services, in-kind assets, deposits, bond revenues and special assessments, paid by Members to the Authority in return for some consideration/participation in the Project or Project activities, including but not limited to, service, equity, or support from the Authority, as provided for in this Agreement or as set forth in a Project Agreement.

“Energy Joint Powers Authority” or “EJPA” means this agreement and all future amendments.

“Executive Committee” means the committee established by Article IV.

“Fiscal Year” means the period from July 1 of each year to and including the following June 30.

“Joint Powers Act” shall mean Article I of Chapter 5 of Division 7 of Title I of the Government Code of the State of California commencing with Section 6500 thereof.



“Joint Powers Authority” or “JPA” means this agreement and all future amendments.

“Mandatory Project Costs” mean any and all capital costs to design, construct, renovate, furnish, equip, acquire, install, deliver and complete the Project, such that any Project premises have a fair rental value that equals or exceeds the rental payments required to be made therefore.

“Member” means a public school district which belongs to the SAN DIEGO COUNTY ENERGY JOINT POWERS AUTHORITY.

“New Member” shall mean any new Participating Public School District that is not currently participating in this agreement.

“Obligations” as referred to herein, shall include, but not be limited to, all payments required by law, together with all reserves which have been established for the purpose of paying Authority debts.

“Operating Funds” mean the fund established by the Authority for the purpose of paying administrative and other costs of management services for the Authority.

“Project” means the joint Energy programs offered under this agreement ranging from “do-it-yourself” assistance for Districts to alternative energy construction and power delivery to developing County-wide strategic energy plans for all EJPA members.

“Project Agreement” means a supplemental contract between Member(s) and the Authority to perform work. The specific terms and conditions of the Project Agreement will be incorporated in this EJPA upon approval of the Board of Directors.

“Project Site” means any Project real property and all buildings, fixtures and improvements, if any, currently situated thereon, that shall be owned, operated, used, and/or occupied by the Authority as necessary to accomplish Project activities as described herein or pursuant to a Project Agreement.

“Pro Rata” for the purposes of calculating annual equity, annual deficits and/or withdrawal and complete termination of a Member from the Authority, means a Member’s individual investment share in the Authority.

“Public Capital Improvement” has the meaning given to such term in Section 6585 (g) of the Act, and includes, without limitation, facilities of a school district, or Authority, any other public buildings and any equipment necessary to support such facilities or buildings, as necessary to accomplish Project activities as described herein or pursuant to a Project Agreement.

“San Diego County Board of Education” means a county board of education duly organized and existing under the laws of the State, and its successors and assigns.

“San Diego County Superintendent of Schools” or “SDCSS” means a county superintendent of schools duly organized and existing under the laws of the State, and its successors and assigns.

“State” means the State of California.

As used herein, words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons.

### ARTICLE III

#### AGENCY

Section 3.01. The Agency. The San Diego County Superintendent of Schools is hereby designated as the “Agency” for purposes of administering this Agreement on behalf of the Participating Public School Districts, pursuant to the joint powers provisions of the Government Code of the State of California. As described herein, SDCSS shall, in administering this Agreement, have the power in the name of the Authority, subject to the restrictions imposed by law upon the exercise of power of any one of the Participating Public School Districts, to make and enter into contracts, to employ Agencies and employees, and to incur debts, liabilities, or obligations necessary for the accomplishment of the purpose of this Agreement.

Section 3.02. Agreement & Authority Administration. The Agency shall provide day-to-day administration of the Authority consistent with this Agreement.

The Agency, while acting in conformity with the directions of the Executive Committee and/or Board of Directors, shall have authority, subject to budgetary and other limitations set forth herein, to carry out all functions authorized, including, but not limited to, making and entering into contracts, employing agents and employees, acquiring, holding, and disposing of personal & real property, and incurring debts, liabilities or obligations. The Agency may receive, accept, and utilize the services of personnel offered by any Member and may accept and utilize property, real or personal, from any Member or its Agents or representatives, and each Member is authorized to provide such services and property upon such terms as are agreed upon by the Member and the Agency.

The Agency shall implement directions given by the Executive Committee and the Board of Directors where said directions are legal and within budgetary limitations.

Section 3.03. Agency’s Term. The Agency may decline to act as Administrator effective at the conclusion of any fiscal year, provided Agency has given at least six months prior notice. Such notice shall be in writing to the Board of Directors.

Section 3.04. Fund Accounting. The Agency shall be accountable for expenditures made from all funds and shall have authority within major objects of the funds to make any intra-budget transfers. All other transfers shall be approved in advance by the Executive Committee and reported to the Board of Directors for ratification.

Section 3.05. Debt Payment. The Agency shall process or cause to be processed payment for all debt in the manner provided in the bylaws, consistent with applicable laws and statutes.

Section 3.05. Personnel. The Agency shall supervise all personnel who are employed by it for purposes of this agreement in accordance with Agency practices and policies.

Section 3.06. Indemnification. The Authority shall defend and hold harmless the Agency from all liability and damages resulting from actions by the Board of Directors, the Executive Committee, or representatives of any participating Members, when acting on behalf of the Authority. In addition, the Agency shall defend and hold harmless the Authority for all liability and damages resulting from actions by the Agency.

Section 3.07. Fiscal Agency. The Agency shall be the Fiscal Agency for the Authority.

Cost for the Agency's services for the EJPA shall be incorporated in each Project Agreement and include remuneration for all costs of operation of the Authority including, but not limited to, the employment of personnel, contracted services, operational expenses, audit expense, supervision, data processing services, and other related expenses. All Agency costs shall be provided for in the adopted or revised budget.

The Agency shall contract, with mutual agreement of the Executive Committee, with a Certified Public Accountant for an annual audit of the accounts, records, and financial affairs of the Authority and deliver such to the Executive Committee and Board of Directors. In each case, the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the California Government Code and shall conform to generally accepted auditing standards and accounting principles. When such an audit of accounts and reports is made by a Certified Public Accountant, a report thereof shall be filed as a public record with each of the Members of the Authority and also with the Auditor-Controller of San Diego County. Any costs of the audit, including contracts with, or employment of, Certified Public Accountants in making the audit(s) provided herein, shall be borne by the Authority.

Section 3.08. Property Custodian. The Agency shall be the custodian of all property of the Authority.

Section 3.09 Contracting Authority. The Agency shall have the authority to enter into and contract with professional consulting services as necessary to effectuate Project activities authorized pursuant to this Agreement or a Project Agreement, including, but not limited to architectural services, construction management services,

etc. The Agency shall not be required to obtain approval of the Executive Committee or the Board of Directors of any expenditure within the approved budget of an Executive Committee and/or Board of Directors approved Project Agreement or for individual expenditures which involve less than \$100,000. The Executive Committee shall have authority to approve Project Agreements and/or any individual expenditure between \$100,000 and \$500,000. Any individual expenditure and/or Project Agreements exceeding \$500,000 shall only be undertaken after advance approval by the Board of Directors. All expenditures, regardless of their value, shall be ratified by the Board of Directors at their next scheduled meeting.

## ARTICLE IV

### EXECUTIVE COMMITTEE

Section 4.01. Establishment of the Executive Committee. The Executive Committee shall be elected by a majority vote of the Board of Directors to serve terms of office as may be established by the Board of Directors in its rules or bylaws.

A Member of the Executive Committee may be removed by the Board of Directors after missing three consecutive meetings. All vacancies, however arising, may be filled at any time by the affirmative vote of a majority of the Board of Directors. Interim appointments may be made by the Executive Committee until the next Board of Directors meeting.

The Executive Committee shall be responsible for assisting the Agency in the ongoing operations of the Authority, and shall carry out such other responsibilities as are delegated to it by the Board of Directors. The Executive Committee shall study and recommend to the Board of Directors changes in procedures, plans, and programs as appropriate.

The Executive Committee shall hold at least one regular meeting quarterly. The date, time, and place upon with such regular meetings shall be held, shall be fixed by resolution of the Executive Committee, which resolution shall be filed with each Member of the Authority.

The presence of a majority of the Members of the Executive Committee shall constitute a quorum, except that less than a quorum may adjourn from time to time. An affirmative vote of at least a quorum of Members of the Executive Committee shall be necessary to constitute action and to transact business.

Section 4.02. Duties of the Executive Committee. The Executive Committee shall exercise its powers in the manner set for in Section 4.01. In addition, the Executive Committee is specifically empowered to:

(a) Recommend to the Board of Directors for approval the formulas and methods for determining Authority contribution rates, additional assessments during the year, changes to programs and Projects, and the method by which new Members shall be allowed to participate in the Authority;

(b) Insure that the Agency maintains a complete and accurate system of accounting for all funds at all times;

(c) Elect at its first regular meeting and thereafter as necessary a Chair and Vice Chair to serve as officers of the Executive Committee for terms of one (1) year;

(d) Give direction to the Agency as to entering into contracts consistent with the terms of this Agreement;

(e) Make appropriate periodic reports to the membership on the status of the Authority and its plans; and

(f) Develop or cause to be developed and recommend to the Board of Directors for approval and annual budget for the Authority.

Section 4.03. Sub-Committees. As needed, the Executive Committee of the Authority will establish sub-committees that will serve under the direction of the Executive Committee. The sub-committees will investigate, study and make recommendations to the Executive Committee or the Board of Directors, as appropriate.

## ARTICLE V

### TERM AND ADDITIONAL PARTIES

Section 5.01. This Agreement shall become effective on the Effective Date and shall remain in effect until such time until terminated by the parties hereto or pursuant to a court order. It is intended that this Agreement can be extended or amended consistent with the intent of the parties.

Section 5.02. Any Participating Public School District who is an owner/operator of a Facility may become a member and party to this Agreement by execution of a copy of this Agreement by its proper and duly authorized officer(s). The Participating Public School District shall file a duly executed copy of the Agreement with the Administering Agency that is either executed by an authorized individual or is accompanied by an authorizing resolution adopted by its governing board.

## ARTICLE VI

### BOARD OF DIRECTORS

Section 6.01 Board of Directors The Authority shall be administered by a Board of Directors consisting of one Director from each Participating Public School District, unless and until such number is changed by amendment of this Agreement. The Board shall be called the "Board of Directors of the San Diego County Energy Authority." All voting power of the Authority shall reside in the Board. Neither the

Directors nor the alternative Directors shall receive any compensation for their service as Directors.

Explicit duties of the Board of Directors:

1. Approve induction of new Members
2. Amend JPA except as specifically noted in Section 3.09
3. Approve annual EJPA budget
4. Resolve disputes
5. Invoke termination proceedings

Section 6.02. Meetings of the Board.

- (a) Regular Meetings. The Board shall provide for at least one regular meeting annually to be held in March. The date upon which, and the hour and place at which, each such regular meeting shall be held shall be fixed by resolution of the Board.
- (b) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of the Ralph M. Brown Act of the California Government Code, as now and hereafter amended.
- (c) Call, Notice and Conduct of Meetings. All meetings of the Board, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act of the California Government Code, as now or hereafter amended.

Section 6.03. Minutes. The Agency shall cause to be kept minutes of the meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director, and to the SDCSS and Participating Public School Districts.

Section 6.04. Voting. Each Director shall have one vote.

Section 6.05. Quorum; Required Votes; Approvals. Directors holding a majority of the votes of total number of the then current Directors shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn a meeting from time to time. Unless otherwise required pursuant to this Agreement, a Project Agreement or applicable law, the affirmative vote of at least a majority of the Directors present at any meeting at which a quorum is present shall be required to take any action by the Board.

Section 6.06. Bylaws. The Board may adopt, from time to time, such bylaws, rules and regulations for the conduct of its meetings as are necessary for the purposes

hereof and shall have such express or implied authority as is not inconsistent with or contrary to the laws of the State and this Agreement.

Section 6.07. Assumption of Responsibilities by Authority. As soon as practicable after the execution of this Agreement, an initial meeting of the Board shall be conducted wherein such Board shall undertake the responsibilities of the Authority.

Section 6.08. Membership. Each party to this Agreement must be eligible for membership in the Authority as defined herein and shall become a Member of the Authority on the effective date of this Agreement, except as provided herein below. Each party which becomes a Member of the Authority shall be entitled to the rights and privileges of, and shall be subject to the obligations of, Membership as provided in this Agreement.

- (a) All Public School Districts located within the County of San Diego may apply for membership in the Authority. Membership is contingent upon being a party to this Joint Powers Agreement.
- (b) Should a Member or Members reorganize in accordance with State statutes, the successor-in-interest or successors-in-interest to the obligations of any such reorganized Public School District shall be substituted as a party or parties to the Agreement.
- (c) Public School Districts applying for membership in the Authority to commence on or after July 1, 2010, shall be subject to review and approval by Board of Directors.

## ARTICLE VII

### INTERESTS; ACCOUNTS AND REPORTS; FUNDS

Section 7.01. Project Interests of SDCSS and Participating Public School Districts. The SDCSS and Participating Public School Districts shall enter into a Project Agreement prior to execution of any Project activities for the purpose of setting forth each party's percentage interest in the Project or certain specific Project activities (a "Project Agreement"). Except as otherwise to be set forth in one or more Project Agreement(s), each party shall have and hold an undivided one vote in the Authority. The percentage interests of SDCSS and Participating Public School Districts in any such assets may be modified, from time to time, by written agreement between the SDCSS and Participating Public School Districts or as required by the terms and conditions of this Agreement or the laws of the State. Such modifications may be accomplished without the consent of any other person or entity; provided, however, that no such modification shall adversely affect obligations the SDCSS and Participating Public School Districts may have under any tax exempt financing obligations.

Section 7.02. Contributions. The SDCSS and Participating Public School Districts may in the appropriate circumstances when required hereunder, or when either party otherwise so elects, subject to any restrictions under State or federal law, make contributions or advances of their own funds for authorized purposes of the Authority as set forth in this Agreement or in a Project Agreement, certain of such advances to be repaid as specified herein or as otherwise mutually agreed, and use its personnel, equipment or property in lieu of other contributions or advances. The provisions of Section 6513 of the California Government Code are hereby incorporated into this Agreement by reference.

Section 7.03. Credit to SDCSS and Participating Public School Districts. Unless otherwise provided in this Agreement, all accounts or funds created and established pursuant to any instrument or agreement to which the Authority is a party, and interest earned or accrued thereon, shall inure to the benefit of the SDCSS and Participating Public School Districts in the respective proportions for which such funds or accounts were created.

Section 7.04. Accounts and Reports. To the extent not covered by the duties assigned to a trustee chosen by the Authority, the Agency shall act as treasurer and fiscal Agency of the Authority, and shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority in the hands of the trustee or the Agency shall be open to inspection at all reasonable times by representatives of the SDCSS and Participating Public School Districts. The Agency or the Auditor, within 180 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to the SDCSS and Participating Public School Districts to the extent such activities are not covered by the report of such trustee.

Section 7.05. Funds. Subject to the applicable provisions of any indenture or agreement which the Authority may enter into, which may provide for a trustee to receive, have custody of and disburse Authority funds, the Agency of the Authority shall receive, have custody of and disburse Authority funds as nearly as possible in accordance with generally accepted accounting practices, and shall make the disbursement required by this Agreement or to carry out any of the provisions or purposes of this Agreement.

## ARTICLE VIII

### DEFAULTS AND REMEDIES; ARBITRATION

Section 8.01. Default; General Rights and Remedies. If the SDCSS or Participating Public School Districts shall breach any term, covenant, or condition contained in this Agreement, such party shall be deemed to be in default under this Agreement, and the Authority and the non-defaulting parties shall each have the right to enforce all of its rights and remedies regarding such default which are provided under State or federal laws.



Section 8.02. Additional Rights and Remedies. If the SDCSS or Participating Public School Districts shall fail to (a) make or meet any required payment, contribution or obligation to the Authority or any other party for Project design, consulting, construction or related actions or for Project operations by the close of business on the date such payment, contribution or obligation is due, and such payment, contribution or obligation exceeds \$5,000.00; and (b) cure or remedy such default within ten days thereafter, than and in any such event, in addition to any rights and remedies available under State or federal law, the Authority under certain circumstances and the non-defaulting party under all circumstances shall have all the following rights and remedies:

(1) The non-defaulting parties or the Authority may, for the purpose of protecting their economic interest or financial rating or mitigating possible financial hardship or loss, or for the purpose of protecting the Project, pay and/or advance, on behalf of the defaulting party, an amount equal to the contribution, payment or obligation of the defaulting party, or, if permitted by law, pay and/or advance such amount as may be required to meet the defaulting party's respective payments or any other obligation. If permitted by law, such right to pay, advance or meet the defaulting party's respective payments or other obligations shall not continue for a period longer than needed to provide the non-defaulting parties reasonable time to evaluate and implement their respective alternatives as provided herein. In addition, any payment or advance made hereunder by a non-defaulting party or the Authority shall be a liability of the defaulting party which shall be due and owing to the party making or advancing such payment forthwith. In addition, and notwithstanding such advance and/or payment, the defaulting party shall not be relieved of its obligations and duties to the Authority during any period, or portion thereof, during which the non-defaulting parties or the Authority makes such payments, contributions and/or advances as provided above.

(2) The Authority or non-defaulting parties may choose and designate another qualified public entity to sublease the defaulting party's obligations under the Authority under the same terms and conditions as set forth for the defaulting party, with appropriate adjustments for term payments; and the Authority or non-defaulting parties may also choose and designate another qualified public entity to acquire, by irrevocable option herein granted by the defaulting party to such designee or nominee, the right to acquire such defaulting party's interest in the Authority and the assets of the Authority at a price equal to the equity value of the defaulting party's interest, determined by the annual audit required by Section 3.07. In the event that the non-defaulting party nominates or designates a third party qualifying public entity to sublease and/or acquire the interest of the defaulting party in the present Authority, such defaulting party shall transfer its interest in the Authority to the nominee or designee and shall tender possession of any of the subleased Project to such party forthwith as provided above. In addition, and notwithstanding the provisions of this paragraph, the defaulting party shall not be relieved of its obligations and duties under this Agreement until such obligation is completely discharged.

(3) The non-defaulting parties may terminate and liquidate the Authority but only upon the payment and discharge of all the obligations of the Authority, including, without limitation, any Bonds or other indebtedness. In addition,

upon termination, the non-defaulting parties shall herein possess an irrevocable option to acquire all of the assets of the Authority at a price equal to the equity value of the defaulting party's interest, determined in the annual audit as set forth in Section 3.07 hereof. Until such a time as the non-defaulting party has completed the termination and liquidation, including the payment and discharge of all the obligations described above, each of the parties agree that they shall remain liable under all the terms and obligations described in this Agreement. In addition, and following the termination and liquidation of the Authority and the payment and discharge of all of the obligations, each of the parties agree that any obligation based on the equity value of its interest in the Authority and the assets of the Authority determined in the manner set forth in Section 3.07 hereof, shall survive the termination of any agreements by and between the parties.

(4) Each of the parties to this Agreement and the Authority herein irrevocably consent to a non-defaulting party's right as above-described to sublease, nominate another qualifying public entity or terminate and acquire as above described and further irrevocably appoint such non-defaulting party as their attorney in fact, which appointment shall be deemed to be coupled with an interest, to execute any and all documents and to further carry out the terms and conditions of the remedies as provided for herein.

Section 8.03. Effect on Bondholders' Rights and Remedies. Notwithstanding the foregoing or any other provision of this Agreement, no right or remedy described in this Article 8 shall be valid or have any force or effect to the extent that it would in any way (a) impair the rights and remedies of the trustee or the holders of any Bonds issued by the Authority, described in any trust agreement, indenture, lease or other instrument securing such Bonds, (b) discharge any obligation of SDCSS, participating Public School District, or the Authority under any such trust agreement, indenture, lease or instrument, or (c) impair the exclusion from gross income for federal income tax purposes of the interest on the Bonds and in the event that a substitute public entity is designated pursuant to Section 8.02(3), an opinion of independent counsel of recognized national standing in the field of municipal finance must be delivered to the effect that such exclusion is not thereby impaired.

Section 8.04. Mediation and Arbitration. Any controversy or claim between the parties to this Agreement, or between any such party or parties and the Authority, in respect to the Authority operations, or to any claims, disputes, demands, differences, controversies or misunderstandings arising under, out of, or in relation to, this Agreement, or any breach hereof, shall be first subject to non-binding mediation submitted to mutually agreed upon mediator. If any claims or disputes are not resolved through mediation, they shall then be determined by arbitration. The party desiring to initiate mediation and then arbitration shall give notice of its intention to mediate and arbitrate to every other party to this Agreement and the Authority. The parties shall mutually agree upon an inconsistent herewith, the rules of the AAA shall apply.

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

Section 9.01. Notices. All notices to be given pursuant to this Agreement shall be in writing and either: (i) sent by certified mail, return receipt requested, in which case notices shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States mail, (ii) sent by nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with the courier, or (iii) by facsimile (fax) or similar means, if a copy of the notice is also sent by United States Certified Mail, in which case notice shall be deemed delivered on transmittal by facsimile (fax) or other similar means provided that a transmission report is generated reflecting the accurate transmission of the notices, as reflected in Exhibit "B", attached hereto and incorporated herein, and as may be amended from time to time [attach list of PSDs with notice information].

Section 9.02. Section Headings. All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 9.03. Consent. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

Section 9.04. Law Governing. This Agreement is made in the State of California under the constitution and laws of the State, and is to be so construed.

Section 9.05. Amendments. This Agreement may be amended at any time, or from time to time, except as limited by this Agreement, by contract with the owners of the Bonds issued by the Authority or by applicable regulations or laws of any jurisdiction having authority, by one or more supplemental agreements or amendments executed by all parties to this Agreement either as required in order to carry out any of the provisions of this Agreement or for any other purpose, including without limitation addition of new parties (including any Local Schools heretofore or hereafter created) in pursuit of the purposes of this Agreement.

Section 9.06. Enforcement by Authority. The Authority is hereby authorized to take any or all legal or equitable actions, including but not limited to injunction and specific performance, necessary or permitted by law to enforce this Agreement.

Section 9.07. Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Section 9.08. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the SDCSS and Participating Public School Districts,

respectively. Except as otherwise provided in this Agreement, neither the District(s) nor the County nor SDCOE nor SDCSS, may assign any right or obligation hereunder without the written consent of the others.

Section 9.09. Counterparts. This Agreement maybe simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which together shall constitute but one and the same Agreement.

Section 9.10. Force Majeure. SDCSS shall not be responsible for any loss or breach due to delay in delivery or performance hereunder caused by governmental regulations, controls or directions, outbreak of a state of emergency, acts of God, war, hostilities, civil commotion, riots, epidemics or other natural casualties or fires beyond the reasonable control of the parties. Any such delays shall not be deemed a breach of or failure to perform this Agreement or any part thereof and the date on which any obligations hereunder are due to be fulfilled shall be extended for a period of time equal to the time lost as a result of such delays.

Section 9.11. Acknowledgment of Prudent Review

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

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

DATE: \_\_\_\_\_ AGENCY: SAN DIEGO COUNTY  
SUPERINTENDENT OF SCHOOLS

BY: \_\_\_\_\_  
(signature)

NAME: \_\_\_\_\_

TITLE: Assistant Superintendent  
Business Services

DATE: \_\_\_\_\_ PUBLIC SCHOOL: \_\_\_\_\_

BY: \_\_\_\_\_  
(signature)

Discussion and/or Action Item E.3.1. Adoption of Resolution No. 0910-40 to Layoff Identified Classified Positions

Prepared by Minnie Malin  
May 4, 2010

**BACKGROUND:**

The site administrator at Chet F. Harritt, in collaboration with certificated staff and school site council members, have determined that the Community Liaison and Instructional Assistant Computer Lab positions at Chet F. Harritt be eliminated due to lack of funds.

In addition, three (3) 1:1 8<sup>th</sup> grade students receiving Instructional Assistant, Special Ed assistance will be graduating and one (1) 1:1 student receiving Instructional Assistant, Special Ed assistance has been moved to Day Treatment. As a result, four (4) Instructional Assistant, Special Ed positions will be eliminated.

Some of the classified employees affected by the elimination of these positions will have options to bump into other positions within the same classification and/or previous classifications and keep the same hours; however, several classified employees will either be laid off or reduced in classification and/or hours. Administration brings forward these recommendations at tonight's meeting.

**RECOMMENDATION:**

Administration supports the following recommendations effective July 1, 2010:

Layoff

- Eliminate one (1) Community Liaison position
- Eliminate one (1) Instructional Assistant, Computer Lab position
- Eliminate one (1) Instructional Assistant, Special Education I position
- Eliminate three (3) Instructional Assistant, Special Education II positions

This recommendation supports the following District goals:

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

**FISCAL IMPACT:**

The annual savings by eliminating the positions will be approximately \$109,022.

**STUDENT ACHIEVEMENT IMPACT:**

It is the District's intention to provide support for staff and students to meet educational and other relevant needs.

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

Agenda Item E.3.1.

# SANTEE SCHOOL DISTRICT

## Resolution No. 0910-40

**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 as of July 1, 2010, certain services be eliminated and/or reduced in work hours:

### Layoff

- Eliminate one (1) Community Liaison position
- Eliminate one (1) Instructional Assistant, Computer Lab position
- Eliminate one (1) Instructional Assistant, Special Education I position
- Eliminate three (3) Instructional Assistant, Special Education II positions

**NOW THEREFORE, BE IT RESOLVED** that as of the 1<sup>st</sup> day of July 2010:

### Layoff

- Eliminate one (1) Community Liaison position
- Eliminate one (1) Instructional Assistant, Computer Lab position
- Eliminate one (1) Instructional Assistant, Special Education I position
- Eliminate three (3) Instructional Assistant, Special Education II positions

**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 as of July 1, 2010, 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 4<sup>th</sup> day of May 2010, by the following vote:

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

Dated 5/4/10

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

Discussion and/or Action Item E.3.2. Adoption of Resolution No. 0910-45 California Public Employees' Retirement System (CalPERS) Resolution for Classified Non-Management Employees (Supersedes Resolution No. 0910-25)

Prepared by Minnie Malin  
May 4, 2010

**BACKGROUND:**

Resolution No. 0910-25, approved by the Board on April 20, 2010, designated a retirement window period during which classified non-management employees may retire and receive the additional service credit of April 1, 2010 and June 30, 2010. However, because the CalPERS retirement plan is contracted through the San Diego County of Education, the 90-day designated window period must begin after the resolution has been approved at a County Office Board meeting. Resolution No. 0910-45 will provide a 90-day window period of May 13, 2010 through August 10, 2010 coinciding with the next County Office Board meeting on May 12, 2010. Resolution No. 0910-45 will supersede Resolution No. 0910-25.

State law allows eligible Public Employees' Retirement System (PERS) members to retire and receive two years' additional service credit at the time of retirement provided certain specified requirements are met by both the member and the employer.

In order for an employee to receive the additional service credit provided by Government Code 20904, the Board of Education must certify that implementation of the early retirement incentive results in no net cost to CalPERS, the District, or the County Superintendent of Schools. The Board also must specify a 90- to 180-day retirement window period during which its employees may retire and receive the additional service credit.

**RECOMMENDATION:**

Administration recommends adoption of Resolution No. 0910-45, Certificate of Compliance with Section 20904 Government Code, thereby superseding Resolution No. 0910-25.

**FISCAL IMPACT:**

The estimated cost per retiree will vary between 45% - 50% of final compensation depending upon year of service, age, and final compensation. The anticipated salary savings will be on-going and range between \$63,115 - \$70,266 per retiree.

**STUDENT ACHIEVEMENT IMPACT:**

Not applicable.

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

Agenda Item E.3.2.

**SANTEE SCHOOL DISTRICT**  
**Resolution No. 0910-45**  
**(Supersedes Resolution No. 0910-25)**

**Certificate of Compliance**  
**With Section 20904 Government Code**

**TO THE SUPERINTENDENT OF SCHOOLS**  
**SAN DIEGO COUNTY OFFICE OF EDUCATION**

In accordance with Section 20904, Government Code, and the contract between San Diego County Schools and Public Employees' Retirement System, the Santee School District hereby certifies that:

1. The best interests of the Santee School District will be served by granting such additional service credit.
2. Its intention at the time it becomes subject to Section 20904 is that the retirement under this section will result in a net savings to the District.

THEREFORE, the Santee School District hereby elects to provide the benefits of Section 20904, Government Code, to the classified non-management employee(s) in the following positions who retire within the designated period of May 13, 2010 and August 10, 2010, and requests that the County Superintendent of Schools adopt a resolution.

Craftworker I / Warehouse Delivery Driver  
Craftworker II  
Craftworker III  
Grounds Maintenance Worker II

SUPERINTENDENT OF THE  
SANTEE SCHOOL DISTRICT

By: \_\_\_\_\_  
Patrick Shaw, Ed.D.

Date: May 4, 2010



BOARD POLICIES AND BYLAWS Item F.

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

Board Policies and Bylaws Item F.1.1.

First Reading: Revised Board Policy 6151,  
Class Size

Prepared by Kristin Baranski  
May 4, 2010

**BACKGROUND:**

Attached is revised BP 6151, Class Size, which is based upon California School Board Association's (CSBA) sample Board Policy. When Board members reviewed the 6000 series of Board Policies for revision earlier this year, it was requested that BP 6151 be presented to the Board individually for review and consideration for approval of the revisions. A copy of current BP 6151 titled Grouping/Class Assignments is attached for reference.

Board Policy 6151 addresses the Class Size Reduction (CSR) Program initiated by the California Department of Education in 1996-97. The CSR Program was established to improve the educational program, especially in reading and mathematics, for children in kindergarten and grades one through three. However, for the 2009-10 through 2012-13 school years, CSR Program funding mandates provide school districts with flexibility in placing more students in each K – 3 classroom with fewer financial penalties.

**RECOMMENDATIONS:**

This evening administration is presenting the revised Board Policy 6151, Class Size, for a first reading. No action is requested. This policy will return to the Board on May 18, 2010 for a second reading and request for adoption.

**FISCAL IMPACT:**

There is no fiscal impact to the district by creating this policy.

**STUDENT ACHIEVEMENT IMPACT:**

The number of students in a class may affect the extent to which teachers can identify and respond to individual student needs.

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

Agenda Item F.1.1.

SANTEE SCHOOL DISTRICT  
9625 CUYAMACA STREET  
SANTEE, CALIFORNIA 92071-2674  
(619) 258-2300

### **CLASS SIZE**

The Governing Board recognizes that the number of students in a class may affect the extent to which teachers can identify and respond to individual student needs.

In accordance with negotiated employee agreements and state law, and upon the recommendation of the Superintendent or designee, the Board shall establish upper and lower class size limits appropriate for the grade level or subject taught and conducive to the effective use of teaching staff.

The Superintendent or designee shall regularly submit reports that will enable the Board to evaluate the effectiveness of the class size reduction program and its impact on student achievement and on the attainment of the district's goals. These reports shall also include an analysis of the impact of class size reduction on staffing and school facilities needs.

#### **Class Size Reduction in Grades K-3**

The Board believes that small class size is beneficial to students in the primary grades as they acquire the basic skills that serve as the foundation for their subsequent learning. ~~The Superintendent or designee shall ensure that classes in primary grades designated by the Board are reduced to 20 or fewer students per teacher in accordance with law.~~

~~OPTION 1: Full-time mainstreamed special education students shall be included in determining class size for purposes of the class size reduction program.~~

OPTION 2: Full-time mainstreamed special education day class students shall not be included in determining class size for purposes of the class size reduction program.

In accordance with law, the Superintendent or designee shall ensure that the teachers of classes in the class size reduction program receive training designed to help them to maximize the educational advantages of class size reduction.

If it becomes necessary to consider reducing or eliminating certain grade levels or schools from participation in the class size reduction program, the Superintendent or designee shall prepare a report analyzing the potential impact of the program's elimination, including the effects on the district's budget, transportation, facilities, staffing

and collective bargaining agreement, as well as the potential impact on student achievement and learning. He/she shall present recommendations to the Board in accordance with the priorities specified in law.

#### Class Size Reduction in Grades 9-12

The Board desires to participate in class size reduction to provide an average class size of no more than 20 students in courses that count toward completion of graduation requirements in English, mathematics, science, or social studies. In accordance with law, priority shall be given to reducing class size in English courses in grade 9. If funding is available, the Superintendent or designee shall recommend other ninth grade courses from the subjects listed above from which reduced class sizes are likely to provide the greatest impact on student learning.

#### Legal Reference:

##### **EDUCATION CODE**

<u>17042</u>	<u>Rules for determining area of adequate school construction; exceptions</u>
<u>17042.7</u>	<u>Formula for calculation</u>
<u>33050</u>	<u>Nonwaivable provisions</u>
<u>35160</u>	<u>Authority of the board</u>
<u>41375</u>	<u>Legislative intent encouraging reduction in class size</u>
<u>41376</u>	<u>Minimum class size standards</u>
<u>41378</u>	<u>Apportionments and allowances, kindergarten classes</u>
<u>42280</u>	<u>Necessary small schools</u>
<u>46205</u>	<u>Computation for early-late programs</u>
<u>51225.3</u>	<u>Graduation requirements</u>
<u>52080-52090</u>	<u>Morgan-Hart Class Size Reduction Act</u>
<u>52120-52128.5</u>	<u>Class Size Reduction program</u>

##### **GOVERNMENT CODE**

<u>3543.2</u>	<u>Scope of representation</u>
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##### **CODE OF REGULATIONS, TITLE 5**

<u>15103</u>	<u>Definitions</u>
<u>15130-15133</u>	<u>Class size reduction program K-3</u>
<u>15140-15141</u>	<u>Class size reduction in two courses in grade 9</u>

Administrative Regulation Reference: AR 6151

Approved:

SANTEE SCHOOL DISTRICT  
9625 CUYAMACA STREET  
SANTEE, CALIFORNIA 92071-2674  
(619) 258-2300

## GROUPING/CLASS ASSIGNMENTS

Principals shall be responsible for grouping/assigning students to classes so that they may have the best opportunity to reach their maximum potential. Whenever possible, teachers, other appropriate staff, and parents may be consulted regarding student placement or class assignment.

Major changes in the organizational design that affect grouping patterns or class assignments for students, shall be reviewed and approved by the Superintendent, or designee, prior to its implementation.

Legal Reference: EC #51016

Procedure Reference:

Adopted: December 21, 1982

Amended:

Board Policies and Bylaws Item F.2.1. Second Reading: Revised Policy 5144.1,  
Suspension and Expulsion/Due Process

Prepared by Kristin Baranski  
May 4, 2010

**BACKGROUND:**

Attached is revised Board Policy 5144.1, Suspension and Expulsion/Due Process. When Board members reviewed the 5000 series of Board Policies for revision earlier this year, it was requested that BP 5144.1 be presented to the Board for review and consideration for approval of the revisions.

Board Policy 5144.1 addresses the District's zero tolerance policy, student due process rights, supervised suspensions of children, required parental involvement when behavioral issues arise, and the Board's decision not to enforce an expulsion order.

**RECOMMENDATIONS:**

This evening administration is presenting the revised Board Policy 5144.1, Suspension and Expulsion/Due Process for a second reading. Administration recommends Board approval of revised BP 5144.1.

**FISCAL IMPACT:**

There is no fiscal impact to the district by revising this policy.

**STUDENT ACHIEVEMENT IMPACT:**

The Santee School District Board of Education has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students.

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

Agenda Item F.2.1.

SANTEE SCHOOL DISTRICT  
9625 CUYAMACA STREET  
SANTEE, CALIFORNIA 92071-2674  
(916) 258-2300

## **SUSPENSION AND EXPULSION/DUE PROCESS**

The Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Suspended or expelled students shall be denied the privilege of participation in all extracurricular activities during the period of suspension or expulsion.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct.

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion shall be used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to self or others.

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be those specified in law and/or administrative regulation.

### **Zero Tolerance**

The Board supports a zero tolerance approach to serious offenses in accordance with state and federal law. This approach makes the removal of potentially dangerous students from the classroom a top priority and ensures the standardized treatment of all students. Staff shall immediately report to the Superintendent or designee any incidence of offenses specified in law, Board policy, and administrative regulation as cause for suspension or expulsion.

### **Student Due Process**

The Board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and/or law.

### **Supervised Suspension Classroom**

The Board recognizes that students who are suspended from school often have no supervision or guidance during the school hours when they are off campus and may fall behind in the coursework. The Board believes that, in many cases, it would be better to manage the student's behavior by keeping the student at school or in the Educational Resource Center and providing him/her with supervision that is separated from the regular classroom.

The Superintendent or designee shall establish a supervised classroom suspension program which meets the requirements of law for students suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, who pose no imminent danger or threat at school, and for whom an expulsion action has not been initiated.

The Superintendent or designee shall examine alternatives to off-campus suspension and may establish a suspension program which involves progressive discipline during the school day on campus; use of conferences between staff, parents/guardians and students; detention; student study teams or other assessment-related teams; and/or referral to school support services staff. The use of such alternatives does not preclude off-campus suspensions.

### **Required Parental Attendance**

The Board believes that parental involvement plays an important role in the resolution of classroom behavior problems. The Board expects that teachers will communicate with parents/guardians when behavior problems arise.

~~Whenever a student is suspended from class by a teacher because he/she committed an obscene act, engaged in habitual profanity or vulgarity, disrupted school activities, or otherwise willfully defied valid staff authority, the teacher of the class from which the student was removed may provide that the student's parent/guardian attend a portion of a school day in the class from which the student was suspended.~~

~~Before requiring parental attendance, the teacher shall make reasonable efforts to have the parent/guardian visit the class voluntarily. The teacher also may inform the~~



~~parent/guardian about available resources and parent education opportunities. Teachers should reserve the option of required parental attendance for cases in which they have determined that it is the best strategy to promote positive interaction between the student and the parent/guardian and to improve classroom behavior.~~

~~The teacher shall apply this policy uniformly to all students within the classroom. This policy shall apply only to a parent/guardian who lives with the student.~~

~~When a teacher requires parental attendance, the principal shall send a written notice to the parent/guardian stating that his/her attendance is pursuant to law.~~

~~The notice shall specify that the attendance may be on either the date the student is scheduled to return to class or within one week thereafter.~~

~~A parent/guardian who has received a written notice shall attend class as specified in the notice. After completing the classroom visit and before leaving school premises, the parent/guardian also shall meet with the principal or designee.~~

~~The principal or designee shall contact a parent/guardian who does not respond to the request to attend school. The Board recognizes that parent/guardian compliance with this policy may be delayed, modified, or prevented for reasons such as serious illness/injury/disability, absence from town, or inability to get release time from work.~~

~~District regulations and school-site rules for student discipline shall include procedures for implementing parental attendance requirements. Parents/guardians shall be notified of this policy prior to its implementation.~~

### **Decision Not to Enforce Expulsion Order**

~~OPTION 1: In cases where expulsion is mandatory pursuant to Education Code 48915(c), the enforcement of an expulsion order shall not be suspended by the Board. In all other cases of expulsion, the order for expulsion may be suspended by the Board, on case-by-case basis, pursuant to the requirements of law.~~

~~OPTION 2: On a case-by-case basis, the enforcement of an expulsion order may be suspended by the Board pursuant to the requirements of law.~~

Legal Reference:

**EDUCATION CODE**

<u>212.5</u>	<u>Sexual harassment</u>
<u>1981</u>	<u>Enrollment of students in community school</u>
<u>17292.5</u>	<u>Program for expelled students</u>
<u>32261</u>	<u>Interagency School Safety Demonstration Act of 1985</u>
<u>35146</u>	<u>Closed sessions (re suspensions)</u>
<u>35291</u>	<u>Rules (for government and discipline of schools)</u>
<u>35291.5</u>	<u>Rules and procedures on school discipline</u>
<u>48660-48667</u>	<u>Community day schools</u>
<u>48900-48927</u>	<u>Suspension and expulsion</u>
<u>48950</u>	<u>Speech and other communication</u>
<u>49073-49079</u>	<u>Privacy of student records</u>

**CIVIL CODE**

<u>47</u>	<u>Privileged communication</u>
<u>48.8</u>	<u>Defamation liability</u>

**CODE OF CIVIL PROCEDURE**

<u>1985-1997</u>	<u>Subpoenas; means of production</u>
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**GOVERNMENT CODE**

<u>11455.20</u>	<u>Contempt</u>
<u>54950-54963</u>	<u>Ralph M. Brown Act</u>

**HEALTH AND SAFETY CODE**

<u>11014.5</u>	<u>Drug paraphernalia</u>
<u>11053-11058</u>	<u>Standards and schedules</u>

**LABOR CODE**

<u>230.7</u>	<u>Discharge or discrimination against employee for taking time off to appear in school on behalf of a child</u>
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**WELFARE AND INSTITUTIONS CODE**

<u>729.6</u>	<u>Counseling</u>
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**UNITED STATES CODE, TITLE 18**

<u>921</u>	<u>Definitions, firearm</u>
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**UNITED STATES CODE, TITLE 20**

<u>7151</u>	<u>Gun free schools</u>
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Administrative Regulation Reference: AR 5144.1

Exhibit Reference: E.5144.1

Adopted: April 2, 1996

Amended: February 19, 2002;

SANTEE SCHOOL DISTRICT  
9625 CUYAMACA STREET  
SANTEE, CALIFORNIA 92071-2674  
(916) 258-2300

## **SUSPENSION AND EXPULSION/DUE PROCESS**

The Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Suspended or expelled students shall be denied the privilege of participation in all extracurricular activities during the period of suspension or expulsion.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct.

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion shall be used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to self or others.

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be those specified in law and/or administrative regulation.

### **Zero Tolerance**

The Board supports a zero tolerance approach to serious offenses in accordance with state and federal law. This approach makes the removal of potentially dangerous students from the classroom a top priority and ensures the standardized treatment of all students. Staff shall immediately report to the Superintendent or designee any incidence of offenses specified in law, Board policy, and administrative regulation as cause for suspension or expulsion.

BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS Item G.

CLOSED SESSION Item H.

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

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

1. **Conference with Labor Negotiator** (Govt. Code § 54956.8)  
*Purpose: Negotiations*  
*Agency Negotiator: Minnie Malin, Assistant Superintendent, Human Resources*  
*Employee Organizations: Santee Teachers Association*
2. **Conference with Legal Counsel-Existing Litigation**  
*(Subdivision (a) of Gov't Code §54956.9)*  
*Case # 37-2009-00083936-CU-CO-CTL*
3. **Conference with Legal Counsel-Anticipated Litigation**  
*Subdivision (b) of Gov't Code §54956.9*
4. **Public Employee Performance Evaluation**  
*Superintendent*

RECONVENE TO PUBLIC SESSION Item I.

ADJOURNMENT Item J.